

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

## MEMO

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

DATES COVERED IN REPORT: Dec. 10, 2021-Jan. 6, 2022

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### 1. Accomplished/Completed

- **Contracts.** Multiple contracts completed (see below)
- **Service Award Program.** Updated 2021 qualification paperwork for Fire and Ambulance volunteers.

### 2. Coming Up

- **Ashland County Board.** I will present public comment on Jan. 11 regarding county's plan to eliminate \$135,000 in funding to support Town law enforcement on Madeline Island.

### 3. Town Board Agenda – Information/Comments

- **Ice Road Plowing and Maintenance.** You have Nelson Construction's proposed rates for the 2021-22 season. If you agree, move to have the Chair send a letter accepting the rates and authorizing Nelson Construction to plow an ice road and maintain approaches.
- **Planning and Zoning.** See the Zoning Administrator's report for details. In short:
  - Item 1: the Town Plan Commission requests a vote for the record that the Plat Map as presented complies with Town zoning.
  - Item 2: the Town Plan Commission recommends that you approve the Certified Survey Map to divide the single existing parcel to create 4 conforming lots.
- **Energy Committee.** These contracts authorize work by two consultants (muGrid Analytics and Solar CBI) on the feasibility study for creating a resilient microgrid among key structures in town, including Town Hall, the Library, the Clinic, and the Dock. The contracts will be paid through the grant we received through the state's Office of Energy Innovation.
- **Comprehensive Plan Steering Committee.** The committee had its first meeting on Dec. 29. The seven members have agreed to meet on Thursday afternoons at least twice a month through September. They recommend appointing Alexander Nelson as chair. I am scheduled to meet with Alex and the committee vice-chair, Dan Bartholomay, on Jan. 12 to set up a timeline for the committee's work, including a thorough review of the existing plan's goals, objectives, policies and implementation items so committee members can prioritize topics moving forward.
- **Winter Transportation Agreement.** This agreement for the windsleds and winter van is similar in substance to past years. However, it does make language more consistent; removes unnecessary references to the ferry line and school district that are not appropriate in a Town contract; specifies passenger rates for the season; and, for the first time, outlines a schedule. In addition, a cover letter provides public notice of hourly rates and fuel surcharge. You should vote on the cover letter and the contract separately.
- **Attachment A to 2022 Compensation Resolution.** This amendment:
  - Adds a winter recreation director for the Library, a position that did not exist at the time

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JAN 6 2022

Initial: cg

- Fixes incorrect language regarding per diems for volunteer EMTs and EMRs. The original resolution incorrectly stated “Saturday” shifts; the 2022 budget actually covers “Weekend” shifts. This makes the Compensation Resolution consistent with the budget.
- **Town Administrator Moving and Relocation Expenses.** The employment agreement allows up to \$3,000 in reimbursement during the first year, with Town Board approval. This request is the initial installment.
- **Contract with YWS Technology.** This is a two-year renewal with our current IT consultant, at identical terms to the previous contract.
- **Contract Amendment with Workhorse Software Services.** The Town Board originally approved this contract on Dec. 14, 2021. At that time, the vendor told us the language was acceptable. However, the vendor’s representative who authorized the original contract language apparently was not authorized to do so. Thus, we tweaked language; changes are highlighted in the copy you have in your packet. A summary of changes:
  - Introduction: New language covers the legalities of an amended contract.
  - Section 1 bullet points. New language clarifies that the Town will cover any hours and expenses that our technology consultant and outside auditor incur while collaborating with the vendor as part of software installation.
  - Section 2. Modified language clarifies the benchmark of when the vendor should invoice the Town for final payment on each module.
  - Section 5. Eliminates boilerplate language that does not apply to this type of job or contract (such as requiring the vendor to be responsible for such things as equipment, materials and subcontractors).
  - Section 10 a) and b). Reduces the required amounts of workers comp and liability insurance to reflect the vendor’s coverage, and eliminates the need for comprehensive liability insurance coverage.
  - Section 16. Adds a designated contact person for the vendor.
- **Covid Workplace Protocols.** See the separate memo as a basis for discussion.
- **Police.** See the separate memo as a basis for discussion.
- **Ice Rescue MOU.** This is related to the Winter Transportation Agreement. It, too, is nearly identical in substance to past years, but also makes language more consistent within the MOU and in reference to the main agreement, and corrects a few typos.

#### 4. Follow Up on Previous/Ongoing Projects

- **Passenger shelter.** The shelter is scheduled to be delivered on Jan. 12; it will be stored in the Town shop until it can be installed in spring. In addition, because of the delay in delivery, the state has given us an extension on the grant that supports the project.
- **Rec Center Remodel.** The building inspector and the Town’s facilities manager met Jan. 6. It appears that the required conditional approvals have been granted, that a clear list of design corrections and conditions have been documented, and that a clear schedule of future inspections is spelled out.
- **Community Awards.** Forms seeking nominations from the public are being posted on the Town website and in the post office, and being solicited through the Gazette. The nomination deadline is Feb. 28. (The Board may need to reconstitute the committee at the next meeting; one of the previous appointees currently is not eligible.)

- **ESB.** Emergency Services leadership and Public Works crews compiled an extensive list (with photos) of items that should be fixed under warranty. I submitted these to the project manager for follow-through.
- **MRF Skid Steer.** As you know, the skid steer has been ordered. Because of backlogs, delivery is not expected until at least April. To quote the dealer: "Kubota has shut off estimated ship times because they are allocating units to each dealer. We don't know till they are actually loaded on a truck that they are coming."

## 5. Grant Report

- **Comprehensive Plan.** As scheduled in the 2022 budget, I expect to apply to two funds through the Apostle Islands Area Community Foundation to support consultants, interns, and other outside support for the Comprehensive Plan process. I expect to bring those applications for your approval at the next meeting.

## 6. Lawsuits/Legal Issues

- **Defoe.** I had a phone conference with the insurance company's attorneys on Dec. 29. They received a preliminary outline of settlement terms from the plaintiff's attorney. Some of the proposals seem acceptable; for example, we seem to be in the same ballpark on removal of disciplinary notices from several years ago, or language regarding the supervisory authority of the Town Board and Town Administrator. Other proposals are clearly not acceptable. These include suggestions that would require the Town to follow procedures that are beyond what is required in state law (and, in at least one case, agree to a procedure that is not allowed in state law). The insurance company attorneys are drafting a response; I have not seen that yet. In the meantime, depositions scheduled for last week were cancelled.
- **Mattingly.** No updates.

## 7. Other Information

- **Administrators.** Met Dec. 13 with city and county administrators from Ashland, Bayfield and Washburn to discuss common issues, including police staffing, harbor commissions, 2022 elections, affordable housing, Viking cruises in 2022, and potential cooperative efforts on federal funding and police training.
- **Affordable Housing.** Participated in discussion Dec. 20 with Rebecca Gireau from WHEDA in anticipation of Chequamegon Bay pilot project beginning in March.

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

## December 2021 Public Works Report

### Roads/Equipment

- The first real plowing and sanding of island roads took place on 12/5-12/6, where everything was properly broken in for the season.
- The 2005 Sterling 5-yard plow and sanding truck (102) began to struggle when accelerating. Upon further investigation and surgery, the crew discovered that the interior of the truck's diesel tank had been painted, yes painted, at some point in its career and was flaking off so badly that it clogged the fuel line and filter constantly. After more surgery and a great effort by Pete and Evan, 102 is back on the road.
- The JD 772 grader wing was mounted after a long wait on a hydraulic hose.
- The end of the month brought some real snow to plow, and I think the crew and I have been keeping up very well at getting the dock, airport, MRF, and all roads and parking lots cleared in a timely manner.

### Parks

- When the crew and I put up the holiday tree at the gazebo, we told ourselves that only a 50-mph wind could take it down. Unfortunately, that's exactly what happened during a substantial windstorm on 12/15-12/16. The large, decorated tree was not salvageable. A new, modest tree was put up by Ray and Evan, and the holiday season was saved. Then another good wind blew over the 2<sup>nd</sup> tree, which was then buried in snow. We may explore other options for next year.
- Big Bay Town Park is on track for another busy season as expected, with 705 camping reservations for 2022 as of the end of 2021. 2022 weekends during the peak summer months are nearly full.

### Misc./Admin

- On 12/15 a new shed for Greenwood Cemetery arrived. It will be great to have some dry storage out there, for both the crew and the sextons.
- I have been helping Barb as much as I can this month with information requested by the Town's new auditing firm. While working on those tasks there was some time to update existing databases, improve office organization, and implement some planning for 2022.
- Looking back on this year, I must say that it was good to be a part of a great team of diverse co-workers with various skill sets and experience. We communicated, listened to each other, and most importantly worked well together.

Happy New Year,  
Respectfully submitted,  
Ben Schram, Public Works Director

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JAN 8 2021  
Initial: dg

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

**From:** Marty Curry <[recyclingsupervisor@townoflapointewi.gov](mailto:recyclingsupervisor@townoflapointewi.gov)>

**Sent:** Monday, January 3, 2022 9:57 AM

**To:** Michael Kuchta <[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)>

**Cc:** Micaela Montagne <[clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)>; Ben Schram <[foreman@townoflapointewi.gov](mailto:foreman@townoflapointewi.gov)>; Joe Abhold <[recyclingassistant@townoflapointewi.gov](mailto:recyclingassistant@townoflapointewi.gov)>

**Subject:** Letters from MRFY Jan 22

**Letters from MRFY.**

January 3, 2022

Happy New Year!

I hope you all had happy and healthy holiday season. We have rounded the horn on 2021 and look to the New Year here at the MRF with the singular burning question: "How do we improve on what we have done in 2021?"

This past year has provided answers to questions regarding this department including "How do we recalibrate our efforts to not be a financial liability for the town?" and "What can we do to streamline our effort to better serve the community?" During the MRF survey, there was agreement among some "experts" that the LaPointe Material Recovery Facility should go to a single stream format to reduce labor cost, and (hopefully) break even in the span of a couple budget cycles. This was wrong. *In the past 9 months*, we have proven that single stream recycling is "kicking the can down the road" for someone else to deal with our environmental responsibilities. We can effectively process and market our recycled materials and make a profit. We will continue to see if these market trends continue and plan accordingly. *I hope you are as excited as I am at our final financial numbers for 2021!*

The first quarter of 2022 will include:

1. Our yearly DNR MRF Self Certification where we will have total numbers of materials recycled and processed.
2. I am working to establish a manual for Standard Operating Procedures here at the MRF. This manual will outline what we are learning as the safest, most effective, and efficient method of operating in a typical day here at the MRF.
3. We will be touring local MRFs in the region to see how "others are doing it" as recommended by DNR Waste Management Specialist Robert Germer.
4. We will be touring Northland College's composting facility to see local initiatives for composting and how we can incorporate these ideas into our efforts.
5. We will be meeting with our IT head Will Lulham on January 3<sup>rd</sup> to research and procure our new office equipment as well as work toward getting our new POS system.
6. We will continue to prepare for the upcoming busy season as well as our daily operations and continued grant research.
7. I am doing research on the ISRI (Institute of Scrap Recycling Industries) Convention in March. I am planning on coordinating my time off so that I can attend.
8. I would like to begin discussions for the upcoming Island Closet season including lease renewal, signage issues, and other related items. We have numerous people who have been inquiring as to when the closet will open again!!

The MRF Staff is excited to continue our march to excellence in the coming year!! Have a MRF-tastic Day!

**Martin Curry**  
**LaPointe Material Recovery Facility**  
**Recycling Supervisor**

[recyclingsupervisor@townoflapointewi.gov](mailto:recyclingsupervisor@townoflapointewi.gov)

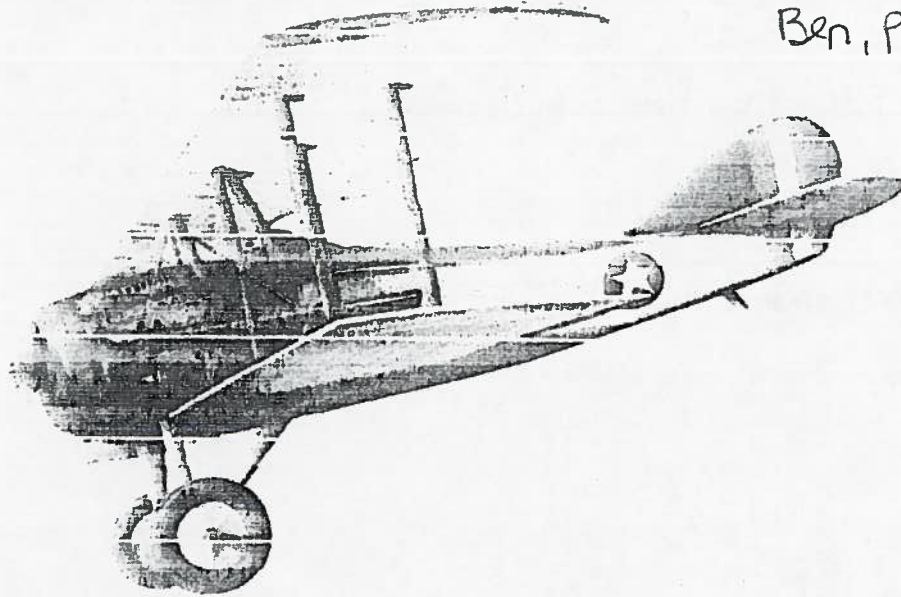
715-747-5715

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Ben, Paul, Public



**Major Gilbert Field (4R5)**

**To:** Town Board

**From:** Paul Wilharm

**Date:** 01/02/22

**Re:** Monthly report for December 2021

During the month of December our airport was issue free !

Attached are logs / checklists

Thanks !

*Paul*

COVERS + 3

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**December 2021 Traffic count and revenue log / checklist**

**Drop box receipts \$ 0.00**

**The following filed flight plans:**

**12/07 N811DR**

**12/11 N448CR**

**12/11 N192AF**

**12/18 N192AF**

**For additional traffic please see attached terminal sign in sheet(s)**

12-2-21	Jax Miller	1241 L	2	P	AS		Total
12-11-21	Mack, L	N197AF	2	P	KSIS	Thank you all for plowing	
12/14	D. DORRERS	N363DS	1	P	KRGR		
12-22	D. DORRERS	N363DS	1	P	KRGR		

12/21 Terminal log

(1)

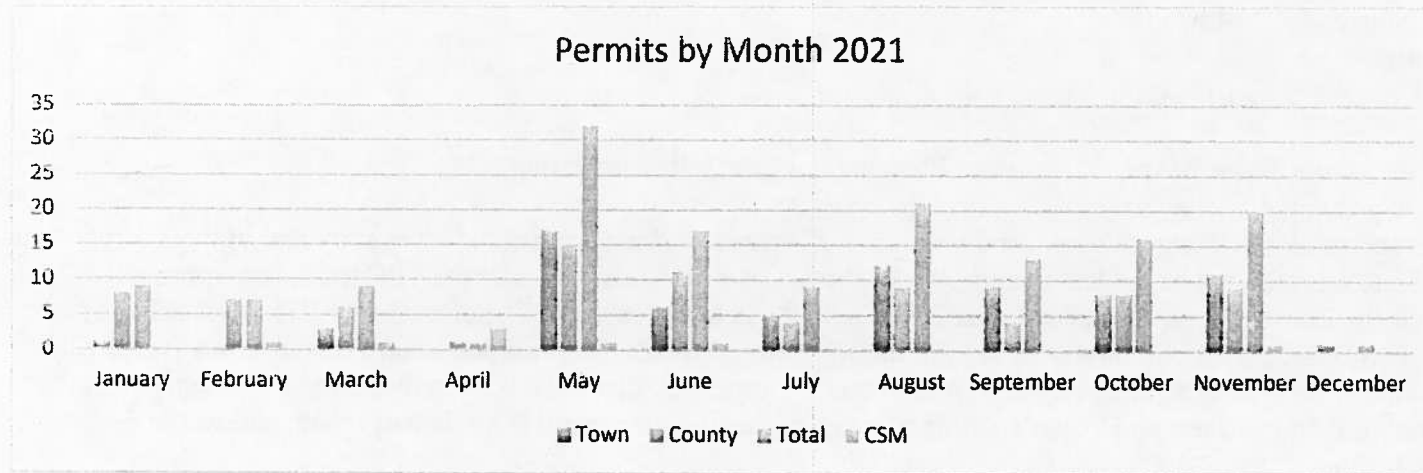


Run		25 total records						
Available Reports		Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	Or
Civil Airport Coordination Report		62341148	12/24	GRB 12/24 4RS RWY 04/22 WIP SN REMOVAL ADJ 2112011332-21...	4RS	Paul	airport@to...	
Civil Airport NOTAM Report		62410448	12/24	GRB 12/24 4RS RWY 22 FICON 4/44 100 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Count of NOTAMs per day		62432174	12/26	GRB 12/26 4RS RWY 22 FICON 3/33 30 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Count of cancellations per day		62457918	12/24	GRB 12/24 4RS RWY 22 FICON 3/33 100 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Multi-Part NOTAM List		62472125	12/408	GRB 12/408 4RS RWY 22 FICON 3/33 100 PCT 1IN DRY SN OBS AT 211...	4RS	Paul	airport@to...	
NOTAM Action Report		62472441	12/410	GRB 12/410 4RS RWY 04/22 WIP SN REMOVAL 2112111548-2112111745...	4RS	Paul	airport@to...	
Filter Name	Filter Value	62472125	12/408	GRB 12/408 4RS RWY 22 FICON 3/33 100 PCT 1IN DRY SN OBS AT 211...	4RS	Paul	airport@to...	
Location	4RS	62473993	12/423	GRB 12/423 4RS RWY 22 FICON 3/33 50 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Status	Active,Cancelled,Expired	62473993	12/423	GRB 12/423 4RS RWY 22 FICON 3/33 50 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Keyword		62480740	12/461	GRB 12/461 4RS RWY 22 FICON 1/11 30 PCT ICE OBS AT 2112121528...	4RS	Paul	airport@to...	
Date Range (Start)	12/01/2021	62545027	12/646	GRB 12/646 4RS RWY 22 FICON 3/33 30 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
Date Range (End)	12/31/2021	62592767	12/717	GRB 12/717 4RS RWY 04/22 WIP SN REMOVAL 2112212043-2112212342...	4RS	Paul	airport@to...	
		62601422	12/735	GRB 12/735 4RS RWY 22 FICON 3/33 40 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
		62603082	12/873	GRB 12/873 4RS RWY 22 FICON 3/33 100 PCT 6IN WET SN OBS AT 211...	4RS	Paul	airport@to...	
		62674219	12/902	GRB 12/902 4RS RWY 04/22 WIP SN REMOVAL 2112281621-2112281920...	4RS	Paul	airport@to...	
		62680382	12/873	GRB 12/873 4RS RWY 22 FICON 3/33 100 PCT 6IN WET SN OBS AT 211...	4RS	Paul	airport@to...	
		62678781	12/803	GRB 12/803 4RS RWY 22 FICON 3/33 100 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
		62674219	12/902	GRB 12/902 4RS RWY 04/22 WIP SN REMOVAL 2112281621-2112281920...	4RS	Paul	airport@to...	
		62678781	12/803	GRB 12/803 4RS RWY 22 FICON 3/33 100 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
		62691570	12/958	GRB 12/958 4RS RWY 04/22 WIP SN REMOVAL 2112291451-2112291750...	4RS	Paul	airport@to...	
		62691602	12/981	GRB 12/981 4RS RWY 22 FICON 3/33 100 PCT 5IN DRY SN OBS AT 211...	4RS	Paul	airport@to...	
		62691570	12/958	GRB 12/958 4RS RWY 04/22 WIP SN REMOVAL 2112291451-2112291750...	4RS	Paul	airport@to...	
		62691602	12/981	GRB 12/981 4RS RWY 22 FICON 3/33 100 PCT 5IN DRY SN OBS AT 211...	4RS	Paul	airport@to...	
		62693629	12/970	GRB 12/970 4RS RWY 22 FICON 3/33 100 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	
		62724842	12/043	GRB 12/043 4RS RWY 22 FICON 3/33 50 PCT COMPACTED SN OBS AT ...	4RS	Paul	airport@to...	

12/21 NOTAM

## Zoning Report 12/31/21

Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 1 of 9



To date there have been 74 Permits issued by the Town of La Pointe  
To date there have been 81 Permits issued by The County of Ashland  
REVENUES TO DATE

County	15,500.00
Town:	9,407.50
CSM (Town) 8 @ 250.00	2,000.00

**TOTAL** \$26,907.50

**TOTAL TOWN REVENUE** \$11,407.50

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 2 of 9**

### RENTAL PERMITS

56 Rental by Owners	\$ 6,900.00
39 Madeline Island Vacation	4,875.00
37 The Inn on Madeline Island	4,625.00
132 Total Rentals Properties	
<b>TOTAL</b>	<b>\$16,500.00</b>

On the January 11<sup>th</sup> agenda for the Town Board. Zoning and Planning have the following issues:

1. Plat Review of Hartzell Expandable Condominium – *Please read the narrative below* as provided in the ZA report in December. While it appears, this may not be subject to approval by the Town Board, I have asked the TPC to motion approval regarding compliance with the Zoning requirements and restrictions which has been moved and approved on 12/15/21. I ask the same consideration from the Town Board. This plat map does require the signature of the Zoning Administrator and the Town Board Chair. This approval does not address the type of structure(s) to be placed on the properties, that issue will be discussed thoroughly with the property owner, TPC, Zoning Administrator and Town's Attorney. Again, the plat map meets with density, road, and wetland delineation applicable in Zoning.

**Hartzell Condo Plat** – According to our Attorney – “Wis. Stats. § 703.07(1) states that “A condominium may only be created by recording condominium instruments with the register of deeds of the county where the property is located. A condominium declaration and plat shall be presented together to the register of deeds for recording.” Section 703.115 provides that the County may grant the Town the authority to review the condo instruments prior to recording. That section allows the town to review the “condominium instruments before recording.” While § 703.115 does not specifically state that the Town can review the Declarations, it does say that the town can review condominium instruments prior to recording, and the condominium instruments required for recording include the declaration. Thus, my opinion is that the Town can request the declaration along with the plat to review prior to sending the documents for recording IF the Town has any authority in this process at all.

*My main concern here is that I can't find any Ashland County ordinance specifically granting the Town the authority to review condo plats prior to recording. Ashland County Subdivision Control ordinance § 1.0(17) states that “plats” must receive approval from local government prior to recording, but it does not contain the same requirement for Condominium plats. Rather, the subdivision ordinance specifically states that “condominium plats are different from other plats,” and then refers to the requirements of Chapter 703. Without a specific ordinance from the County granting the Town the power to review condo plats pursuant to § 703.115, I don't see that the Town actually has any role in the approval and recording of the plat.*

## **Zoning Report 12/31/21**

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 3 of 9**

*I also spoke with Ashland County zoning department, and they advised that the only ordinance they can think of is the Subdivision Control Ordinance. With this understanding, I would say that the Town does not have authority over whether to approve or review the condo plat. Bob could get it recorded just by bringing the necessary documents to the Register of Deeds”.*

I have responded to the Attorney not questioning the Condo Plat (as it is a viable land use in zoning), but the type of structure and intended use which has been proposed. No building permits will be issued until there is legal clarity on this issue.

2. Wiltz CSM recommendation for approval – The property presently includes the Mini-golf Course and Motel on Bell Street properties. This Certified Survey creates 4 conforming lots and does not require subdivision as road access is via Colonel Woods Ave. All lot dimensions a conforming. Signature of Zoning Administrator and Town Board Chair required at approval. The TPC recommends approval of this CSM. (Information below is from the 12/8/21 ZA report.

*A Certified Survey Application has been made by James Wiltz, Bell Street Properties. This would divide a parcel containing the Motel on Colonel Woods Ave and the Mini-golf course adjacent to the “Wheeler Trail”. It is the intent of this CSM to create 4 conforming lots. At successful completion of the CSM the ferry line intends to purchase the property created encompassing the Min-golf complex and convert this into a staging area for UPS/Fed Ex. Etc., This CSM will be reviewed by the TPC on the 15<sup>th</sup> of this month and forwarded with recommendation to the Town Board at their next scheduled meeting*

3. Updates to the Parks and Recreation Plan – The TPC has updated the portion of this plan related to short term goals of the Russell Park. The conjoining of the properties has been applied for and the name was granted. The goals are removed from the current plan.

The ZA is sending letters to property owners and rental agencies regarding the increase in rental permit fees and the applicable fee for multiple units.

***Respectfully submitted by Ric Gillman, ZA on 1/4/22***

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 4 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
1/07/21	N/A	N/A	2021-1	Elouise Andreas	2020	Big Bay	014-00083-0200	Accessory Structure	171.00T	2/2/21
1/04/21		8140		John Sheldon	818	Big Bay	014-00116-0100	Fill and Grade	150.00C	2/9/21
1/04/21		8141		Tim Eldredge	822	Big Bay	014-00119-0600	Fill and Grade	150.00C	2/9/21
1/04/21		8143		David Collins	1109	Sunny Slope	014-00462-0400	Fill and Grade	150.00C	2/9/21
1/04/21		8144		Iverson Jed	3833	Chippewa	014-00019-0320	Fill and Grade	150.00C	2/9/21
1/04/21	8145			Schram, Ben	630	Penry Lane	014-00193-0400	Sanitary Reconnect	Entered (2020)	2/9/21
1/04/21		8146		Riley Brown		Mondamin	014-00211-0400	Portable Restroom	Entered (2020)	
1/04/21		8147		Dan Titcomb		Capser	014-00005-0900	Fill and Grade	150.00C	2/9/21
1/04/21		8148		Dan Titcomb	471	Capser	014-00005-0800	Fill and Grade	150.00C	2/9/21
1/04/21	8149			Nicholas		Deerwood	014-00191-0108	Portable Restroom	Entered (2020)	
2/2/21		8151		Dale Whittaker	1596	North Shore	014-00099-0800	Grade and Fill	150.00C	6/1/21
2/2/21		8150		Starck/Nuebauer	940	Big Bay	014-00118-1200	Grade and Fill	150.00C	6/1/21
2/8/21		8155		Thomas Woods	572	Leonas Rd	014-00116-1400	Grade and Fill	150.00C	6/1/21
2/8/21		8156		Susan Streitz		Chippewa Trail	014-00012-1300	Grade and Fill	150.00C	6/1/21
2/16/21			N/A	Wangensteen		Big Bay	014-001030-0300	CSM	250.00T	2/17/21
2/22/21		8166		Donald Laukka	853	Main	014-00418-0000	Fill and Grade	150.00C	6/1/21
2/22/21		8167		Katie Cowles	4195	Chippewa	014-00012-0700	Fill and Grade	150.00C	6/1/21
2/22/21		8165		Doug Spaydlding	2374	North Shore	014-00065-0100	Grade and Fill	150.00C	6/1/21
3/3/21		7997	2021-2	Crofoot, Ronald	446	Old Fort Rd	014-00200-3260	Accessory/Access	206.00T 200.00C	3/3/21
3/3/21		8226		Ronald Crofoot	446	Old Fort Rd	014-00200-3260	Land Fill (Driveway)	150.00C	3/3/21
3/5/21		8211		Antanette Harper		Chippewa Trail	014-00019-0340	Fill and Grade	150.00C	6/1/21
3/15/21		8174		Alexandra Cole	717	Main	014-00448-0000	Fill and Grade	150.00C	6/1/21

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 5 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
3/15/21		8173		Shari Vinje	1010	Big Bay	014-000118-0500	Fill and Grade	150.00C	6/1/21
3/16/21			2021-3	Linville Daisy	548	Mondamin	014-00206-0400	Driveway Access	75.00T	3/16/21
3/16/21		8227	2021-4	Matthew & Sarah Riley	3330	North Shore	014-00325-0811	Accessory	255.00T 200.00C	3/16/21
3/24/21				Stephen and Jenny Collins	740	Fisherman	014-00116-0400	CSM	250.00T	3/24/21
				Stetler	560	Miller farm		Added square foot	12.00T	
5/3/21		8228	2021-50	Sowl Frank and Carol	3623	North Shore	014-00317-0320	Accessory	171.00T 200.00C	5/3/21
5/3/21		8229	2120-51	Aaron Staab	435	Old Fort	014-00800-3420	Addition/Alteration	75.00T 175.00C	5/3/21
5/3/21		8230	2021-52	Sarah Lacy	1525	Middle Rd.	014-00162-0200	Accessory	125.00T 200.00C	5/3/21
5/3/21		8231	2021-53	Susan Streitz	4175	Chippewa	014-00012-1300	Accessory and Addition to permit sq.'	307.00T 200.00C	5/3/21
5/4/21		8207		David Ehlan	638	Fisherman	014-00116-1200	Grade and Fill	150.00C	6/1/21
5/5/21		8232	2021-55	Bell Street Gallery	807	Bell Street	014-00436-0400	Sign	50.00T	
5/5/21			2021-56	Ronald Harrold	411	Evie Lane	014-00272-0210	Accessory	243.00T	5/5/21
4/2/21			CSM	Richards		Hagen Rd	014-00157-0200		250.00	
4/7/21		8196		Susan Kruskopf	587	Craigs Way	014-00004-0100	Fill and Grade	150.00C	6/1/21
4/27/21			CSM	Erdrich	1110	Big Bay	014-00128-0000 014-00125-0200		250.00	
4/19/21			CSM	McFarlane	1843	North Shore	014-00068-1500 104-00068-1600		250.00	
5/11/21		8233	2021-57	Joan Slack	1185	Sunny Slope	014-00197-0100	Accessory	156.00T 200.00C	5/11/21
5/12/21		8235	2021-58	MIHPA Inc	273	Colonel Woods	014-00439-0400	Picnic Shelter	117.00T 200.00C	5/12/21
5/12/21	8223	8224	2021-58	Gulliver	3344*	North Shore	014-00325-03890	Dwelling	606.75T 700.00	5/12/21
5/18/21		8268		Joel Behnke	3895	Chippewa	014-00019-0200	Fill and Grade	150.00C	6/1/21
5/20/21		8236	2021-60	Blyckert	2270*	North Shore	014-00066-0230	Driveway Site Prep	125.00T 150.00C	5/20/21
5/20/21			2021-59	Airport Ideas Inc.	TBA	Big Bay	014-00116-0700	Driveway Camp Unit	125.00 T	5/20/21



## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 6 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
5/25/21		8237	2021-60	HRA Investors LLC	766	Big Bay	014-00116-0302	Driveway	50.00T 175.00C	5/25/21
5/25/21			2021-62	Erickson Evan	304	Big Bay	014-00198-0204	Camp Unit	75.00T	5/25/21
5/25/21			2021-61	Craftivity Inc	978	Middle Rd	014-00178-0200	Land Disturbance	50.00T	5/25/21
5/25/21			2021-63	Craftivity Inc	922	Middle Rd	014-00179-0300	Land Disturbance	50.00T	5/25/21
5/26/21		8238	2021-64	Iannazzo	420	Capser	014-00005-0301	Accessory	105.00T 200.00C	5/26/21
5/26/21			CSM	Hartzell	N/A	Mondamin	014-00208-0200 014-00208-0210	CSM	250.00T	5/26/21
5/27/21		8239	2021-65	Senarighi Adam/Kelsie	*1989	North Shore	014-00068-2000	Camper	75.00T 300.00C	5/27/21
	8273			Senarighi Adam/Kelsie	*1989	North Shore	014-00068-2000	Sanitary		
6/1/21	TBD	TBD	2021-66	Collins Stephen	740	Fisherman	014-00116-0400	RV/Deck	150.50T 825.00C	6/1/21
6/15/21		8241	2021-67	Martin Richards	3645	Big Bay Rd	014-00021-0200	Driveway	50.00T 150.00C	6/15/21
6/8/21			CSM	Binsfield		Mondamin Circle	014-00214-0700 014-00216-0600	CSM	250.00T	6/8/21
6/21/21			2021-68	Imholte, Ralph	1099	South Shore Rd	014-00290-0600	Home Occupation	25.00T	6/21/21
6/21/21			2021-69	Dale/Kimberly Zuelsdorf		Hagen/Stone Point	014-00158-0900	Driveway Access	50.00T	6/21/21
6/21/21			2021-70	Joel Schuwallier Hello Meadow LLC,	998	Middle Rd	014-00181-1510	Driveway Access	50.00T	6/21/21
6/22/21		8242		Glithc Gumee AZ F. Richards		Hagen Road	014-00157-0100	Stairway to Dock	200.00C	6/21/21
6/22/21		8312		Charlotte Vick	927	South Shore	014-00292-0200	Fill and Grade	150.00C	7/7/21
6/23/21		8315		Margie Frederickson	2642	North Shore	014-00045-0610	Fill and Grade	150.00C	7/7/21
6.23.21		8316		John Sweet	1122	Big Bay	014-00126-0000	Fill and Grade	150.00C	7/7/21
6/28/21	8332 6193397			Robert Hermanek	846	Big Bay	014-00119-0300	Sanitary	400.00C	7/7/21
6/29/21	8328	8243	2021-71	Mazie and Catherine Ashe	*832	South Shore	014-00293-1200	Camper-Sanitary	475.00C 75.00T	6/29/21
6/30/21		8244		Town of La Pointe	412	Big Bay	014-00187-0701	Cell Tower renewal	3,000.00C	6/30/21
7/14/21			2021-72	John and Jane Schuppe	N/A	Mondamin	014-00206-2500	Driveway Access	50.00T	7/15/21

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 7 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
7/21/21			2021-73	Cedric/Isa Teisberg	680	Miller Farm	014-00205-0300	Accessory	675.00T	7/21/21
7/21/21			2021-74	Cedric Teisberg	680	Miller Farm	014-00205-0300	Home Business	25.00T	7/21/21
7/21/21	7792	8245	2021-75	Joel Davies	1267	Sunnyslope	014-00116-2100	Dwelling	300.00C 595.00T	7/21/21
7/27/21			2021-76	Daisy Linville	548	Mondamin	014-00206-0400	Camper (25.00) Credit	50.00T	7/27/21
7/27/21	8356			Daisy Linville	548	Mondamin	014-00206-0400	Non-plumb San	175.00C	7/27/21
7/27/21	8339			Clayton Douglas	804	Middle Rd	014-00194-0700	Sanitary	400.00C	8/3/21
7/27/21		8342		Tim Thomson	3977	Chippewa Trail	014-00018-1100	Fill and Grade	150.00C	8/3/21
8/3/21	8246		2021-77	Elaine Jenkins	*1224	Sunny Slope	014-00187-0706	Driveway	50.00T 150.00C	8/3/21
8/4/21			2021-78	Sean Foster	594	Miller Farm	014-00205-0200	Accessory	120.00T	8/4/21
8/4/21			2021-79	Steve and Mary McHugh	2027	Benjamin	014-00076-0100	Accessory	270.00T	8/4/21
8/10/21			2021-80	Daniel Wiersgalla	365	Mondamin	014-00206-2173	Accessory	237.50T	8/10/21
8/17/21	8248		2021-81	MIWP		North Shore	014-00326-0100	Driveway Access	50.00T 150.00C	8/17/21
8/17/21			2021-82	MIWP		Trail Heads	014-00367-0000 014-00326-0100 014-00342-0000	Trail Head Signs	50.00T 50.00T 50.00T	8/17/21
8/18/21		8249	2021-83	Brad Lis	966	Big Bay	014-00116-0301	Accessory	243.00T 200.00C	8/18/21
8/18/21		8250		Brad Lis	966	Big Bay	014-00116-0301	Driveway/Grading	150.00C	8/18/21
8/24/21		8247		Eric Smith	3768	North Shore	014-00313-0200	Accessory	200.00C	8/24/21
	8339 634902			Clayton Douglas	804	Middle Road	014-00194-0700	Holding Tank	400.00C	8/24/21
8/31/21		8476	2021-84	TJ Semanchin	909	South Shore	014-00292-0280	Driveway Extension	50.00T 150.00C	8/31/21
8/31/21		8477	2021-85	Maureen Hogan	757	Main	014-00430-0100	Move Structure	75.00T 300.00C	
8/18/21	Pending		2021-86	Sara Weiner	542	Oak	014-00006-0700	Accessory San Reconnect	100.00T 150.00C	8/31/21
9/1/21		8391		Rob Karwath		Islewood	014-00002-0600	Fill and Grade	150.00C	9/1/21
9/7/21		8478	2021-87	Lucy Sievers	TBA	Sunnyslope	014-00339-0200	Driveway	50.00T 150.00C	9/7/21

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 8 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
9/9/21			2021-88	Regina LaRoche-Theune	TBA	Middle Rd	014-00181-1550	Land Use	75.00T	9/9/21
9/14/21		8479	2021-89	Mark Grau	TBA	North Shore	014-00068-2100	Driveway	50.00T 150.00C	9/14/21
9/14/21			2021-90	Lisa Caswell	TBA	Mondamin C	014-00214-0500	Driveway access	50.00T	9/14/21
9/14/21			2021-91	Robert Hartzell	TBA	Mondamin access	014-00206-1500	Easement/Caswell Land Disturb	50.00T	9/14/21
9/14/21			2021-92	Schuppe John and Jane	461	Mondamin	014-00206-2500 014-00272-0232	Home Occupation Legally combined	25.00T	9/14/21
9/14/21			2021-93	Schuppe John and Jane	461	Mondamin	014-00206-2500 014-00272-0232	Camper Legally combined	75.00T	9/14/21
9/21/21		8480	2021-94	Summitonka	3469	Big Bay	014-00023-0300	Driveway	50.00T 150.00C	9/21/21
9/21/21			2021-95	Tavis Pearson	*715	Miller Farm	014-0198-0500	Accessory	123.00T	9/21/21
10/14/21		8481	2021-96	Gary and Robin Russell		Main Street	014-00436-0200	Accessory	200.00C 0.00T	10/14/21
10/14/21			2021-97	Lauren Schuppe	699	Middle Rd	014-00195-0200	Accessory	171.00T	10/14/21
10/14/21		8482	2021-98	Bob Olson	793	Main	014-00472-0000	Driveway (Conditions)	50.00T 150.00C	10/14/21
10/19/21		8483	2021-99	Vinje, Shari	1010	Big Bay	014-00118-0500	Walking Trail	75.00T 150.00C	10/19/21
10/20/21		8484	2021-100	Clark, Joshua		North Shore	014-00065-0600	Dwelling Driveway	300.00C 518.75T	10/20/21
10/20/21	8470 634850 St.			Clark Joshua		North Shore	014-00065-0600	Sanitary	400.00C	10/20/21
10/20/21	Pending			Dave Marchetti		Big Bay	014-00022-1200	Sanitary	400.00C	10/20/21
10/29/21			2021-101	Greg Wright	1959	Big Bay	014-00086-0200	Driveway extension Land Use	75.00T	11/2/21
10/29/21		8485	2021-102	Greg Wright		North Shore Rd	014-00099-0110	Driveway/Land Use	75.00T 150.00C	11/2/21
10/29/21		8486	2021-103	Jeff/Lisa Reiten		Chippewa Trail	014-00012-0310	Drive/Land Use	75.00T 150.00C	11/2/21
11/3/21			2021-104	Robert Hartzell		Mondamin	014-00206-2130	Land Disturbance	75.00T	11/3/21
11/3/21			2021-105	Robert Hartzell		East of Mondamin	014-00206-1600	Land Disturbance	75.00T	11/3/21
11/3/21			2021-106	Robert Hartzell		East of Mondamin	014-0026-2001	Land Disturbance	75.00T	11/3/21
11/09/21			2021-107	Victoria Moore	546	Oak Circle	014-00008-0800	Driveway Extension	50.00T	11/09/21

## Zoning Report 12/31/21

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 9 of 9**

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
11/03/21		8487	2021-108	Umbrage Limited Partnership	3909	Chippewa	014-00018-0600	Move Structure	75.00T 200.00C	11/10/21
11/09/21		8489		Kathleen O'Donnell	3350	Stockton	014-00325-0320	Fill and Grade	150.00C	12/8/21
11/10/21			2021-109	Robert Hartzell		E of Mondamin	014-00206-0600	Accessory added to 2021-105	800.00T	11/10/21
11/10/21			2021-110	Rachel Rosen	1143	Middle Rd.	014-00181-0800	Land Disturbance	75.00T	11/10/21
11/10/21			2021-111	Jessica Lukken	549	Mondamin	014-00206-1020	Driveway	50.00T	11/10/21
11/16/21			2020-10	Madeline Brown	1170	Sunnyslope	014-00459-0301	Additional Sq. feet	66.00T	11/16/21
11/16/21		8488		Town of La Pointe		Ferry Dock	Unassigned	Passenger Shelter	200.00C	11/16/21
11/17/21		8489	2021-112	South Shore Acres LLC		Schoolhouse	014-00020-0200	Driveway Land Disturbance	125.00T 150.00C	11/17/21
11/17/21			2021-113	Sheldon Johnson	1031	Stone Point Ln	014-00158-0500	Move Structure	75.00T	11/17/21
11/29/21	8475 634954			Madeline Brown	1170	Sunnyslope	015-00459-0301	Sanitary	400.00C	12/8/21
11/29/21		8501		Jeff Reiten		Chippewa	014-00012-0310	Grade and Fill	150.00C	12/8/21
12/07/21			CSM	Bell Street Properties	261	Colonel Woods Ave	014-00470-1200	CSM	250.00T	12/07/21
8/30/21		8392		Joyce Yates	3973	Chippewa	014-00018-1000	Grading	150.00C	12/8/21
10/20/21		8452		Mary Karinen	593	Chief Buffalo Ln	014-00454-0200	Grade and fill	150.00C	12/8/21
10/18/21		8443		William Atmore		Chippewa	014-00016-0000	Grade and Fill	150.00C	12/8/21
12/15/21			2021-114	Craftivity, Inc.	978	Middle Rd	014-00178-0200	Addition	450.00T	12/15/21

# ACCOUNTING ADMINISTRATOR REPORT

January 2022

01/04/2022

## 1. FINANCIALS:

- a. I'll be finishing the process of balancing, printing/entering/filing year-end & annual reports, for the Wisconsin Retirement System (WRS), and 1099-Misc/NEC reports. All will be mailed to the vendors and filed on-line & government agencies before the January 31<sup>st</sup> due dates, as well as the Annual Summary of Work-related Injuries and Illnesses Report.
  - Oasis will mail out the W-2s by January 31<sup>st</sup> and should be accessible on-line by the end of the month.
- b. I will then be starting on the entire year-end accounting.
- c. The annual projects costing of equipment used for grants, capital outlay projects, (Internal Equipment use) etc. will be calculated and coded before the Gen. Ledger is printed and before the year-end reports are started.
- d. The 2022 DOT equipment costs have been downloaded and will be updated in the Town's equipment listing with the 2022 hourly rates as well as the billable hours file. These are used for grant reimbursements, County H, misc. billing, and the year-end internal equipment use.
- e. County H billing for October 2021 – December 2021 will be done and submitted to the County. Dock leases will be billed based the annual contract rate for each lease. 2021 tonnage report and payment request has been sent to Nelson Construction.
  - Dorgene will be doing the billing for 2021 Industrial Zone leases and Airport hangar leases, calculated based on the Dec 2021 ending CPI.
- f. The Annual Worker's Compensation Self-Audit request is normally received sometime this month and due by January 31<sup>st</sup>. This annual audit requires a compilation of all payroll type compensation & overtime pay and retirement contributions, as well as matching of quarterly payroll reports filed. It also requires tabulation of all funds paid to sub-contractors, copies of the sub-contractors Certificate of Insurance and a listing services the sub-contractor provided.
- g. To go with the January or February budget summary and bullet points, I plan to do a 2021 year-end Comparison printout which reports the final 2021 actuals (before year-end adjustments) as compared to the original 2021 budget. This was suggested by the auditors to show the relationship between how the original budget was as compared to the actual financial report.
- h. Projects to work on after year end tasks have been finished: 2021 & 2022 Budget Amendments, the beginning of new accounting software programs to be installed and learned, format budget files with 2022 changes and set up for 2025, grant updates and continue to move files to the shared drive for others to use.

## 2. TAXES:

- a. The "Jan settlement" will be calculated by Carol sending a portion of the tax collections collected in Dec, to each taxing district. The vouchers will be processed as part of the January alternative claims vouchers.
- b. The February tax collections settlement will take place by Feb. 20<sup>th</sup>, 2022 and will disburse the proportional collection percentage to the various taxing districts, including the Town's share. The next "major" tax roll funds received will be in August.

## 3. MISCELLANEOUS:

- a. I will be taking a vacation starting Thursday, January 13<sup>th</sup> and back on Monday, January 24<sup>th</sup>.
- b. The auditors are hoping to be close to wrapping up the reports for year ending 12/31/2020.

Respectfully submitted,

**Barb Nelson**

Barb Nelson

Accounting Administrator/Deputy Clerk

RECEIVED

JAN 5 2022

Initial: cg





# LA POINTE POLICE DEPARTMENT

MADELINE ISLAND  
270 MAIN STREET  
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913  
FAX: (715) 747-3096  
police@townoflapointewi.gov

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

**To:** Town Board

**From:** William Defoe

**Date:** 1/5/2022

**Re:** Monthly Police Report for January 2022

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During the month of December 2021, the La Pointe Police responded to the following:

57	Incidents/Complaints (calls for service)
8	Traffic Stops
22	Citizen Assists
1	Accidents
0	Civil Process
1	False Alarm/911 hang up calls.
3	Call Out
0	Animal Calls
3	Parking Citations

The month of December had some highs and some lows, I was able to burn off the rest of my vacation time, but we provided escort and funeral services for Retired Bayfield Police Chief Ellis "Bud" Casper who passed away unexpectedly.

I would like to congratulate our new full time Officer Jonathan Rahlf who was promoted from the part time roster to take the full-time position left by Officer Laakonen. I believe Jon is a good fit for our department and will be successful.

Call volume is down, I credit the fact that there isn't anything open at night. It is our down time of the year, we will be back to call volume soon, right now enjoying the break and playing catch up on a few items.

In December the truck was taken to Jons West End Body shop to have some scratches repaired that were put in last summer. This was done to prevent rust from forming, I am hoping we caught it in time.

Officers are now looking to training and getting in the required training from the state.

If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

RECEIVED  
JAN 5 2022  
Initial cg



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

Fire Department  
January 2022

Another trip around the sun.

December was busy for the department in terms of tidying up the membership requirement points for retirement, going through our list of special tasks, calls, and meetings. This year things went smoothly as far as the spread sheets Red uses to keep a running tally that goes to Barb for her precise scrutiny.

I'm giving kudos to Steve Adamski and Big Water Apparatus for getting the apparatus in good order with hopefully no surprises until we replace our lifeline pumper. One issue that cost a bit of time and money was numerous air leaks with the replacement fleet. This became apparent when the brand new compressor that came with our expensive new fire hall broke down. I remain concerned that this gets rectified soon with this equipment is Definitely under warranty. Because the apparatus had almost no air leaks, we were able to use a small backup air compressor. This is not a reason to believe we can substitute a smaller air compressor for the very expensive one that came with the building. My hearing that Brown possibly didn't get the appropriate compressor for our need is definitely not the Town of La Pointe's problem. We were asked once by the builders about what we lost and that was that. Sooooo let's let warranties do what they're there for and not reinvent the wheel. This is Five Bugle's problem to pass to the appropriate subcontractors to make this right. No cost must be endured by the town. We can talk about a different air compressor if we are convinced we need something different BUT we absolutely do not have to lose money for something that falls under warranty. You don't get a smaller transmission in your car because somebody brings up that's all you need to fix your broken car. Coming up, we have a monthly training calendar filled with important in-house training and ongoing setting up our fire hall to best suit our needs.

Jan. 8 we have ice rescue meetings that include inventory of our gear and setting dates to get everyone's ice rescue specialists qualifications up to snuff.

Be safe, as winter has definitely grabbed hold: Look for your furnace exhaust vents (whether they are on your roof or sticking out your walls) to make sure they don't get covered with snow and ice. A house in Moorhead Minnesota took 7 lives recently.

Happy new year.

Chief Reichkitzer

RECEIVED  
JAN 8 2022  
LIBRARY dg

(5) TB, Michael, Barb, Michaela,  
Amb, Public

## Madeline Island Ambulance Service Report

January 4, 2022

In December we had two runs, one was a transport. We have been doing some re-organizing and orientation in both rigs for the new recruits. We will keep the Mercedes as the primary vehicle because of driveways and a possible ice road. It is so nice to have the four-wheel drive.

We had a good training meeting and went over the LUCAS device and AED's as refresher. The Lucas is such a new device for us and we want to be proficient in its use for the winter and beyond. We went over hypothermia and common winter incidents. We discussed the wind sled and ice road policies and sequencing of events. The ferry line has been great about letting me know if a boat is not on the island and we went over the process about calling boats here or using the clinic if necessary to complete patient care.

We will be concentrating on more training this winter. I am also going through all of the radio's that were donated to find which ones are still useful and which ones need to be replaced. I have a zoom conference with Stryker to go over maintenance plans for all of our Stryker equipment. They are also proposing a few EKG equipment ideas. We are updating our old CPAP equipment as well. It is now easier to use with simpler equipment than when we first added it to our service. I am also re-building our PED's kits. They are complicated but an essential part of our gear.

I will be ordering the new laptops for the rigs through Will our computer person soon. I have also placed an order for jackets for our EMR's that have been with the service over a year and do not have a full uniform.

I am working on trying to figure out why our billing company has such poor collections with our service. Our runs are in and at 100 percent. It is time to thoroughly examine if there are better companies or a better process to make our service more equitable financially. Barb has been helping me with this and it is a great help to have her input.

Respectfully Submitted,

Cynthia Dalzell

Madeline Island Ambulance Service

RECEIVED  
JAN 4 2022

Initial: cdg

*Piledriving – Marine Construction – Sand & Gravel  
Sewer & Water – Concrete Ready-Mix*

*TE/S Michael, Ben, Ben  
Micaela. public*

# NELSON

**Construction Company of La Pointe, Inc.**

**PO Box 5, La Pointe, WI 54850**

**Phone: 715-747-3300**

**Fax: 715-747-5000**

**Email: nelsonco@cheqnet.net**

December 16, 2021

Glenn Carlson, Town Chairperson  
Town of La Pointe  
P.O. Box 270  
La Pointe, WI 54850

**Re: ICE ROAD 2021-22 SEASON**

Dear Chairman Glenn Carlson,

Below are our rates for the 2021-22 season, if needed, for plowing the ice road and maintaining the approaches:

Man and snowmobile (checking the ice)	\$ 65.00 per hour
Man and Vehicle (checking ice/or placing signs)	\$ 75.00 per hour
Pick-up, snowplow, and operator	\$ 80.00 per hour
Pick-up, V-snowplow, and operator	\$ 90.00 per hour
Kubota Snow Blower and operator	\$105.00 per hour
650 John Deere Dozer and operator	\$135.00 per hour
624 H John Deere Loader and operator	\$135.00 per hour
Pick-up, man & auger – flooding	\$ 65.00 per hour
135 John Deere Backhoe and operator	\$150.00 per hour
Labor only	\$ 55.00 per hour

No heavy equipment will go on the ice unless it is authorized by the Town of La Pointe, and the Town has insurance on that piece of equipment for damage and/or loss.

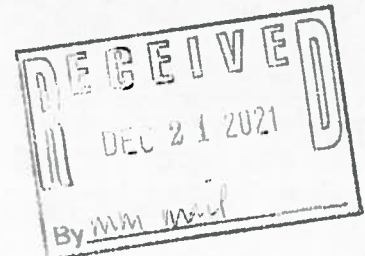
Please send a letter from the Town Board authorizing Nelson Construction Co. of La Pointe, Inc. to plow the ice road and maintain the winter approaches as in the past, at the above hourly rates.

If you have any questions, please feel free to call or write.

Sincerely,

*Arnie Nelson*  
Arnie Nelson

CC: Aimee Baxter, Supervisor  
Mike Anderson, Supervisor  
Sue Brenna, Supervisor  
John Carlson, Supervisor  
Micaela Montagne, Town Clerk  
Ben Schram, Town Foreman



# GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM

LOT 3 OF CSM NO. 323, RECORDED IN VOLUME 2, PAGES 186-187, AS DOCUMENT NO. 267035, AND OTHER PARCELS OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4, SW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4, ALL IN SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN



BEARINGS ARE BASED ON THE  
SOUTH LINE OF THE SW 1/4 OF  
SECTION 32, BEING N 89°30'07" W

**TOTAL AREA**  
3,748,920 SQ. FT.  
86.02 ACRES  
(EXCLUDING ROAD RIGHT OF WAY)

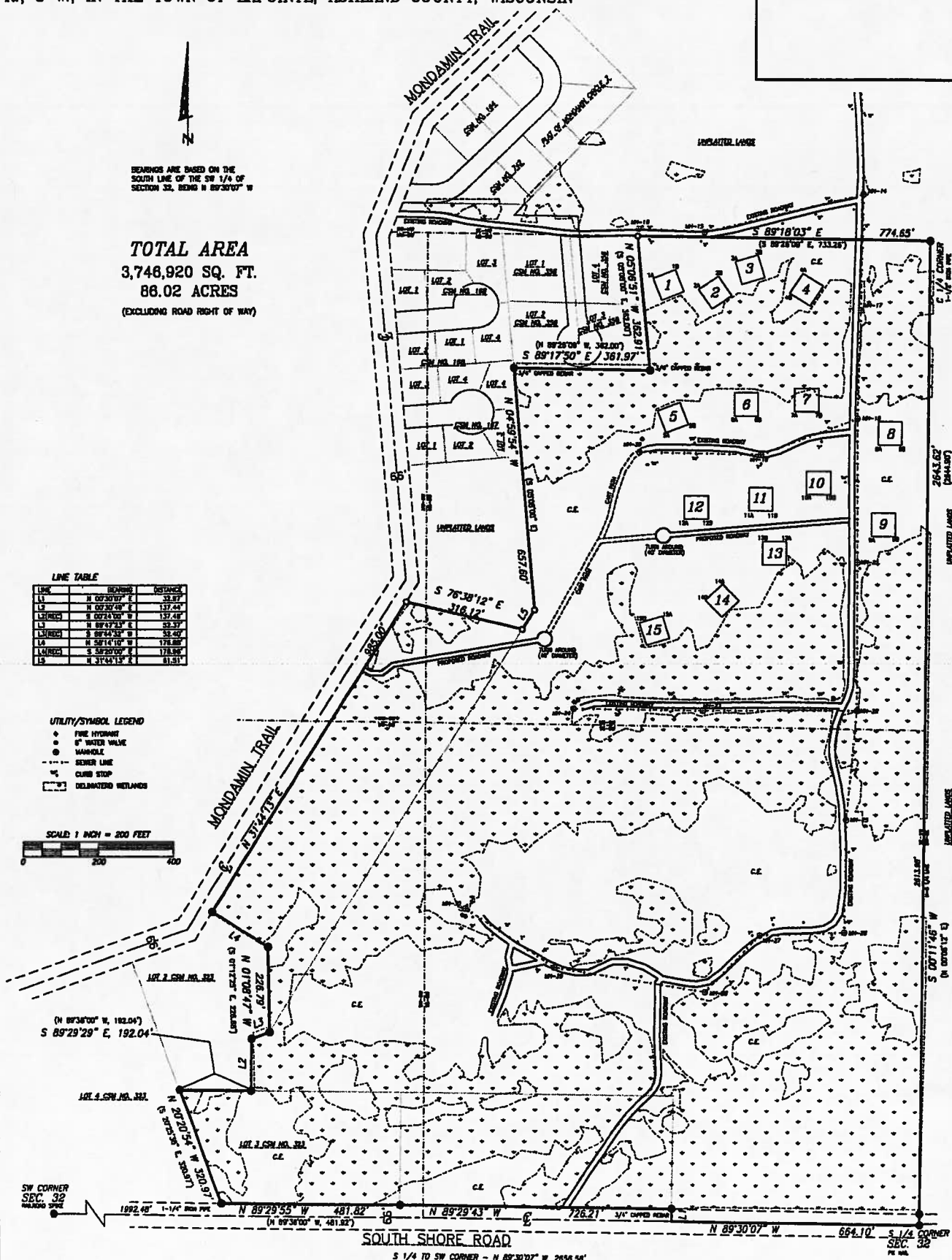
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°30'07" E	33.87
L2	N 00°30'07" E	137.44
L3	S 00°24'00" E	137.48
L4	N 89°17'53" E	33.37
L5	S 89°24'33" E	33.40
L6	N 58°14'10" W	178.88
L7	S 58°20'00" E	178.94
L8	N 31°04'19" E	81.31

UTILITY/SYMBOL LEGEND

- FIRE HYDRANT
- 6" WATER VALVE
- MANHOLE
- SEWER LINE
- ⊥ CURB STOP
- ▨ DELIMITED WETLANDS

SCALE: 1 INCH = 200 FEET



**LEGEND**

- FOUND MONUMENT, 1-1/4" IRON PIPE, UNLESS NOTED
- 1" x 18" IRON PIPE, WEIGHING 1.13 LBS/FT
- SET THIS SURVEY
- ( ) RECORDED INFORMATION

ALL PIPE DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: ROBERT HARTZELL  
JOB NO: N20/123  
DRAFTED BY: P. NELSON  
AUGUST 2, 2021  
NS. 419 PG. 99  
FIELDWORK COMPLETED: 1/01/20

SCALE: 1 INCH = 200 FEET  
FILED/TOWN/SECTION/  
PDA/NO. 123  
ACAD. GITCHE GUMEE GLAMPING

SHEET 1 OF 3 SHEETS

**NELSON**  
**SURVEYING**  
**INCORPORATED**

SURVEYING YOUR NECK OF THE WOODS SINCE 1954

101 W. MAIN STREET  
SUITE 100  
ASHLAND, WISCONSIN 54806  
(715) 682-2682

©

# GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM

LOT 3 OF CSM NO. 323, RECORDED IN VOLUME 2, PAGES 186-187, AS DOCUMENT NO. 267035, AND OTHER PARCELS OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4, SW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4, ALL IN SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE

I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF ROBERT HARTZELL, I HAVE SURVEYED AND PLATTED GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM, BEING LOT 3 OF CSM NO. 323, RECORDED IN VOLUME 2, PAGES 186-187, AS DOCUMENT NO. 267035, AND OTHER PARCELS OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4, SW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4, ALL IN SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL AT THE SOUTH 1/4 CORNER OF SAID SECTION 32, RUN N 89°30'07" W, 664.10 FEET ON THE SOUTH LINE OF SAID SECTION 32. THENCE LEAVING SAID SOUTH LINE, N 00°30'07" E, 32.97 FEET TO THE NORTH RIGHT OF WAY LINE OF SOUTH SHORE ROAD. THENCE ON SAID NORTH RIGHT OF WAY LINE, N 89°29'43" W, 728.21 FEET. THENCE N 89°29'55" W, 481.42 FEET. THENCE LEAVING SAID NORTH RIGHT OF WAY LINE AND ON THE WEST LINE OF SAID LOT 3 OF CSM NO. 323, N 20°20'54" W, 320.97 FEET. THENCE LEAVING SAID WEST LINE AND ON THE NORTH LINE OF SAID LOT 3, S 89°29'29" E, 192.04 FEET. THENCE LEAVING SAID NORTH LINE AND ON THE EAST LINE OF LOT 2 OF CSM NO. 323, N 00°30'49" E, 137.44 FEET. THENCE N 69°47'23" E, 52.37 FEET. THENCE N 01°08'47" W, 228.79 FEET. THENCE N 56°14'10" W, 178.88 FEET TO THE EASTERLY RIGHT OF WAY LINE OF MONDAMIN TRAIL. THENCE LEAVING SAID EAST LINE AND ON SAID EASTERLY RIGHT OF WAY LINE, N 31°44'13" E, 985.00 FEET. THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE, S 76°36'12" E, 316.12 FEET. THENCE N 31°44'13" E, 81.51 FEET. THENCE N 04°59'54" W, 657.80 FEET. THENCE S 89°17'50" E, 361.97 FEET. THENCE N 05°06'51" W, 362.91 FEET TO THE MONUMENTED E-W 1/4 LINE OF SAID SECTION 32. THENCE ON SAID E-W 1/4 LINE, S 89°18'03" E, 774.65 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 32. THENCE LEAVING SAID E-W 1/4 LINE AND ON THE MONUMENTED N-S 1/4 LINE OF SAID SECTION 32, S 00°11'46" W, 2843.62 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,746,920 SQUARE FEET WHICH IS 86.02 ACRES, EXCLUDING THAT LAND LYING WITHIN THE RIGHT OF WAY OF SOUTH SHORE ROAD.

SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY;

THAT I HAVE FULLY COMPLIED WITH CHAPTER 703 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, THE TOWN OF LAPOINTE SUBDIVISION CONTROL ORDINANCE AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY AND PLAT;

THAT THIS PLAT IS A TRUE REPRESENTATION OF GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM AND THE IDENTIFICATION OF EACH UNIT, THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT; AND

THAT SAID SURVEY AND PLAT ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON PLS - 3071

## RECORDING CERTIFICATE

STATE OF WISCONSIN)  
COUNTY OF BAYFIELD)

This plat was received for recording on the \_\_\_\_ day of \_\_\_\_, 2021

at \_\_\_\_ M. and is recorded in Volume \_\_\_\_ of Condominium Plats on Pages \_\_\_\_

Julie Gleason  
Ashland County Register of Deeds

## TOWN OF LAPOINTE PLANNING AND ZONING APPROVAL

THIS EXPANDABLE CONDOMINIUM IS HEREBY APPROVED BY THE TOWN OF LAPOINTE PLANNING COMMISSION.

\_\_\_\_ DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2021.

RIC GILLMAN  
ZONING ADMINISTRATOR

## LAPOINTE TOWN BOARD APPROVAL

THIS EXPANDABLE CONDOMINIUM IS HEREBY APPROVED BY THE LAPOINTE TOWN BOARD.

\_\_\_\_ DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2021.

GLENN CARLSON - TOWN BOARD CHAIR

## ASHLAND COUNTY ZONING APPROVAL

THIS EXPANDABLE CONDOMINIUM IS HEREBY APPROVED BY THE ASHLAND COUNTY ZONING DEPARTMENT.

\_\_\_\_ DATED THIS \_\_\_\_ DAY OF \_\_\_\_, 2021.

JOSHUA ROWLEY  
ZONING ADMINISTRATOR

## ASHLAND COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

AS ASHLAND COUNTY SURVEYOR, I AM APPROVING THIS EXPANDABLE CONDOMINIUM IN THAT IT COMPLIES WITH CHAPTER 703 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2021

PATRICK MCKLLEN  
ASHLAND COUNTY SURVEYOR

CERTIFICATES

CLIENT: ROBERT HARTZELL  
JOB NO: 1820/123  
DRAWN BY: P. NELSON  
AUGUST 2, 2021  
MBL 419 PLS 19  
FELLOWSHIP COMPLETED: X/XX/XX

SCALE: 1 INCH = 200 FEET  
FILED/TSOAR/SEC/32/  
PSDATA/NOI\_123  
ACAD\_GITCHE GUMEE GLAMPING

SHEET 1 OF 3 SHEETS

NELSON  
SURVEYING  
INCORPORATED  
SURVEYING YOUR NECK OF THE WOODS SINCE 1954

101 N. MAIN STREET  
SUITE 100  
ASHLAND, WISCONSIN 54806  
(715) 682-2692

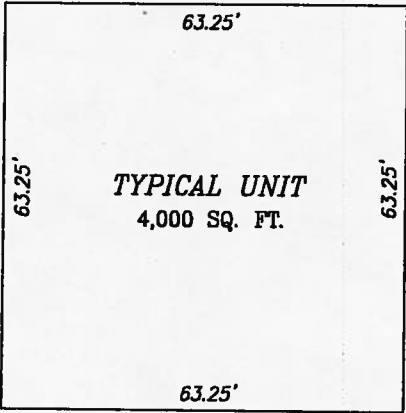
©

GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM

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UNIT CORNER TABLE

UNIT POINT	NORTHING	EASTING
1A	386937.14	529477.34
1B	386960.35	529536.18
2A	386907.48	529587.77
2B	386943.43	529648.81
3A	386982.66	529694.36
3B	387000.82	529754.94
4A	386952.13	529873.17
4B	386898.64	529839.41
5A	386520.52	529513.24
5B	386543.34	529572.23
6A	386566.08	529693.87
6B	386566.08	529757.12
7A	386579.00	529853.92
7B	386579.00	529917.17
8A	386490.32	530074.69
8B	386490.32	530137.94
9A	386243.36	530058.71
9B	386243.36	530121.96
10A	386355.50	529885.21
10B	386355.50	529948.46
11A	386309.93	529733.71
11B	386309.93	529796.96
12A	386287.00	529562.43
12B	386287.00	529625.68
13A	386227.54	529834.63
13B	386227.54	529771.38
14A	386111.28	529664.69
14B	386067.15	529619.37
15A	386023.72	529506.03
15B	386004.91	529445.64



NOTES:

UNIT DETAILS

ALL UNITS ARE 63.25 FEET SQUARE AND INCLUDE 4,000 SQUARE FEET.  
REFER TO THE UNIT CORNER TABLE AND SECTION CORNER TABLE FOR LOCATIONS OF EACH UNIT.  
ALL UNIT CORNERS ARE MONUMENTS WITH 1"(O.D.) x 18" IRON PIPES.  
ALL AREA OUTSIDE OF THE UNITS IS COMMON ELEMENT.

SITE DETAILS

THE WETLANDS SHOWN ARE BASED ON A WETLAND DELINEATION COMPLETED BY ANN KEY OF WETLANDS AND WATERWAYS, LLC, IN MAY OF 2021.  
THE EXISTING ROADWAYS, SANITARY SEWER LOCATIONS AND WATER HOOK-UPS WERE FIELD LOCATED.  
ALL EXISTING ROADWAYS MEET THE PRIVATE DRIVEWAY/PRIVATE ROADWAY ORDINANCE AS SET FORTH BY THE TOWN OF LA POINTE.  
THE PROPOSED ROADWAYS, ONCE CONSTRUCTED, WILL MEET THE REQUIREMENTS OF THE PRIVATE DRIVEWAY/PRIVATE ROADWAY ORDINANCE AS SET FORTH BY THE TOWN OF LA POINTE. THE PROPOSED ROADWAY NEAR UNITS 10-15 WILL BE CONSTRUCTED PRIOR TO PLACEMENT OF STRUCTURES ON THOSE UNITS.

SECTION CORNER TABLE

SECTION CORNER	NORTHING	EASTING
S 1/4 (PK NAIL)	384397.24	530202.87
SW COR. (RR SPIKE)	384420.33	527546.39
C 1/4 (1-1/2" IP)	387040.85	530211.92

UNIT DETAILS AND NOTES

CLIENT: ROBERT HARTZELL  
JOB NO: 100/123  
DRAFTED BY: P. NELSON  
AUGUST 2, 2021  
NR. 419 PG. 99  
FIELDWORK COMPLETED: 8/21/21

SCALE: 1 INCH = 200 FEET  
FILED/TSON/BLW/SEC12/  
PSD/MIA/NR01\_123  
ACAD\_GITCHE GUMEE GLAMPING

SHEET 1 OF 3 SHEETS

NELSON  
SURVEYING  
INCORPORATED

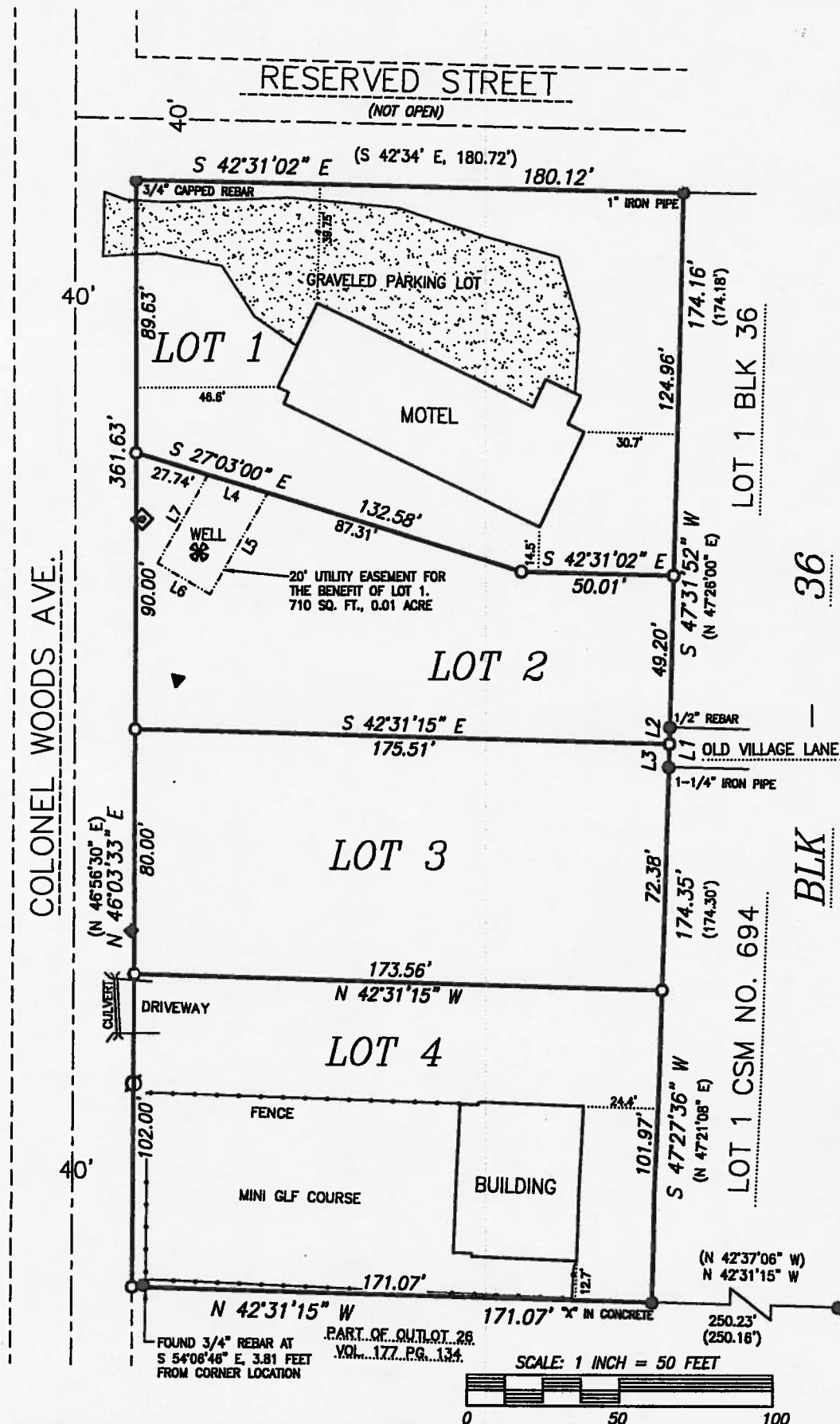
SURVEYING YOUR NECK OF THE WOODS SINCE 1954

101 W. MAIN STREET  
SUITE 100  
ASHLAND WISCONSIN 54806  
(715) 682-2882



ASHLAND COUNTY CERTIFIED  
SURVEY MAP NO. \_\_\_\_\_

A PARCEL OF LAND LOCATED IN OUTLOT 26 OF THE  
ORIGINAL PLAT OF THE VILLAGE OF LA POINTE,  
RECORDED ON JUNE 30, 1876 IN ENVELOPE NO. 78,  
ASHLAND COUNTY, WISCONSIN



BEARINGS ARE BASED ON THE  
MONUMENTED NORTH LINE OF  
OUTLOT 26, BEING S 42°31'02" E

LOT AREAS

LOT 1  
20,064 SQ. FT.  
0.46 ACRE

LOT 2  
11,866 SQ. FT.  
0.27 ACRE

LOT 3  
13,959 SQ. FT.  
0.32 ACRE

LOT 4  
17,570 SQ. FT.  
0.40 ACRE

TOTAL AREA  
63,459 SQ. FT.  
1.45 ACRES

LINE	BEARING	DISTANCE
L1	S 47°27'13" W	13.00'
L1(REC)	S 47°21'08" W	13.00'
L2	S 47°27'13" W	5.40'
L3	S 47°27'13" W	7.60'
L4	S 27°03'00" E	20.53'
L5	S 76°02'38" W	37.88'
L6	N 13°57'22" W	20.00'
L7	N 76°02'38" E	33.21'

LEGEND

- FOUND MONUMENT, AS NOTED
  - 1" x 18" IRON PIPE, SET THIS SURVEY  
WEIGHING 1.13 LBS/FT
  - ( ) RECORDED INFORMATION
- PIPE DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: JAMES WILTZ

JOB NO.: N21/207  
DRAFTED BY: P. NELSON  
DECEMBER 3, 2021  
FIELDWORK COMPLETED: 11/30/2021

SCALE: 1 INCH = 50 FEET  
FILE:N/LAPOINTE/OUTLOT26/  
ACADA&PSDATA/N21\_207 WILTZ  
NB. 428 PG. 17  
SHEET 1 OF 3 SHEETS

NELSON  
SURVEYING  
INCORPORATED

SURVEYING YOUR NECK OF THE WOODS SINCE 1964

101 N. MAIN STREET  
SUITE 100  
ASHLAND, WISCONSIN 54806  
(715) 682-8882  
FAX (715) 682-8100

MAP NO. CSM 3189 ©

**To: Town Board**

**RE: For consideration of updating the current Parks and Recreation Plan. Based on action taken by the Town Board on 12/14/21**

**Date: 12/15/21**

**From: Zoning**

**L. RUSSELL'S PROPERTY DONATION TO THE TOWN**

**L. RUSSELL PARK**

~~Two parcels bordered 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. A parcel of land bordered by Main Street to the west, Le Sueur Street to the north and Bell Street to the east a total .39 Acres.~~

**Recommendation Immediate Improvements:**

1. ~~Conjoin the parcels to eliminate one out lot. Remove~~
2. ~~Name the Park Remove~~
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

(5) TB, michael, Barb,  
micaela, 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 muGrid Analytics LLC (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:

- Collaborate with the Town's Energy Committee (the Committee) and additional consultants and partners to conduct feasibility study work on creating a microgrid for critical infrastructure in La Pointe. The grid will include Town Hall, Library, Clinic, School, Dock, and other nearby locations as appropriate.
- Help develop the metrics and site-specific information as outlined in Sections 3.4.3, 3.4.4, 3.4.8, 3.4.9, and other portions of the Town's microgrid study grant agreement with the Public Service Commission of Wisconsin's Office of Energy Innovation (OEI).
- Help develop the metrics and site-specific information for a microgrid at the town cluster as specified in Section 3.4.4 of the Town's microgrid study grant agreement with OEI.
- Use its own research and data from other consultants to perform a design study to project the resilience performance of the microgrid and the cost and economic benefits of a microgrid among existing and proposed renewable systems. The work would include projecting cost savings of grid connection, performing stochastic resilience performance analysis of backup power in resilient mode, and sizing battery storage to work in tandem with existing solar and firm electrical generation.
- As part of the cost match required by the state grant, the Contractor shall provide a pro bono contribution of 15 hours at \$225 per hour.

**2. Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

- \$6,000 upon full execution of contract
- \$6,000 upon completion of the initial results briefing
- Balance upon final invoice, satisfactory delivery of contracted services, and documentation of hours and expenses sufficient for the Town to receive disbursement from OEI under terms of the grant.

RECEIVED  
JAN 5 2022  
Initial: dg

The total amount payable by the Town to the Contractor for services under this contract shall not exceed \$27,000, as itemized in the Appendix.

3. **Dates of Service.** A written report, supporting data, and recommendations shall be delivered to the Committee no later than June 30, 2022. The full timeline and scope of deliverables are specified in the Appendix.

4. **Reimbursement for Expenses.** Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials.

5. **Specifications.** Unless modified in writing, the contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project. The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements. Lien waivers must be put in place for all subcontractors utilized and materials purchased.

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. **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.

8. **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.

9. **Relationship Between Town of La Pointe 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.

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

- a) Worker's compensation insurance of at least \$500,000 each accident.
- b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- d) The Town of La Pointe must be listed as additional insured.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

**11. Default; Termination.** In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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  
715-747-6914  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

To the Contractor: Amy L. Simpkins  
muGrid Analytics  
8989 S. Murphy Gulch Road  
Littleton, CO 80127  
720-281-0482  
[amy@mugrid.com](mailto:amy@mugrid.com)

**IN WITNESS WHEREOF,** the undersigned have executed this agreement:

Approved by Town Board (date): \_\_\_\_\_

**Town of La Pointe (the Town) Board Chair**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Mu Grid Analytics LLC**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_





## **Proposal and Project Scope: Single Microgrid Feasibility Study**

*Prepared for Town of La Pointe, Wisconsin*

This is a proposal for energy technology market analysis and business plan development. This proposal is presented by muGrid Analytics LLC, a Colorado Limited Liability Company with principal offices at 8989 S Murphy Gulch Road, Littleton, CO 80127, to the Town of La Pointe, Wisconsin 54850.

### **Scope of Work**

muGrid will provide technical modeling and advisory services in support of La Pointe's Microgrid Feasibility Study.

Services provided to Town of La Pointe will be performed primarily by muGrid's Travis Simpkins and Michael Wood. Amy Simpkins will be the project manager and La Pointe's primary contact. Supplemental services may be provided by other muGrid associates, subcontractors, and partners.

### **Project Objective and Scope**

The Town of La Pointe is located on Madeline Island in Chequamegon Bay, Lake Superior. The community is served by Xcel electrical service. Several buildings in the town already have solar PV installed. As part of a grant from the Public Service Commission of Wisconsin Office of Energy Innovation, La Pointe is evaluating the feasibility and configuration of a resilient microgrid for critical infrastructure at the town campus, comprising the Town Hall, Library, Clinic, Municipal Dock, and ancillary buildings. The school may also be considered for inclusion depending on the interest at the school district. The addition of EV charging infrastructure may also be considered. muGrid Analytics proposes to help LaPointe understand the tradespace and make an energy plan for resilient, sustainable power systems within the feasibility of grant availability and utility bill savings.

muGrid will provide the following tasks as part of this project.

#### **Task 1: Define Project Tradespace and Design Criteria**

In collaboration with project partners, first we will perform an inventory of all sites at the town campus and gather or synthesize load data. We will inventory currently available equipment including operational status and age. We will identify potential desired locations for EV charging and other load growth.

We will work with Cheq Bay and Town of La Pointe to define robust design criteria around resilience and economic metrics.

## **Task 2: Physical interconnection survey**

muGrid will perform a design study to investigate the feasibility, ROM cost, and economic benefits of interconnecting or master metering the town campus.

## **Task 3: Initial modeling and analysis**

Once all input data and assumptions are confirmed, muGrid will perform an initial microgrid modeling and analysis, showing how existing assets do and could perform for cost savings in grid-connected mode and for backup power in a resilient mode. We will propose rough sizing for added battery storage and show how battery storage can work in tandem with existing solar and firm generation to extend the lifetime of the generators. We may also suggest additional solar and/or additional firm generation to meet design criteria in the most cost-effective way. All new designs will be measured against the base case, or "business as usual" to show the impact of making changes.

## **Task 4: Iterate**

The first look at the proposed design in Task 3 will provide an initial data-supported picture of the opportunities for and challenges to a town microgrid. Seeing the data, trends, and total tradespace picture will allow all stakeholders to understand the impact of various design criteria and make adjustments based on practicalities, logistics, and intuition.

We expect this task to be conducted with heavy input and interaction from Town of La Pointe stakeholders and project partners.

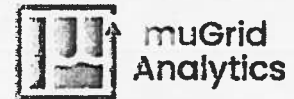
### **Deliverables:**

1. A microgrid feasibility document for the town campus detailing all findings from Tasks 1-4. The plan may also incorporate other non-muGrid studies performed as part of this effort.
2. A PowerPoint presentation detailing all assumptions and analysis results
3. An initial briefing at the end of Task 3 with initial results and findings and the intent to solicit feedback and adjustments.
4. An internal debrief of the final analysis results with Town of La Pointe and any relevant stakeholders
5. Advisory and consulting support including optional participation in meetings with third party stakeholders through the end of the period of performance

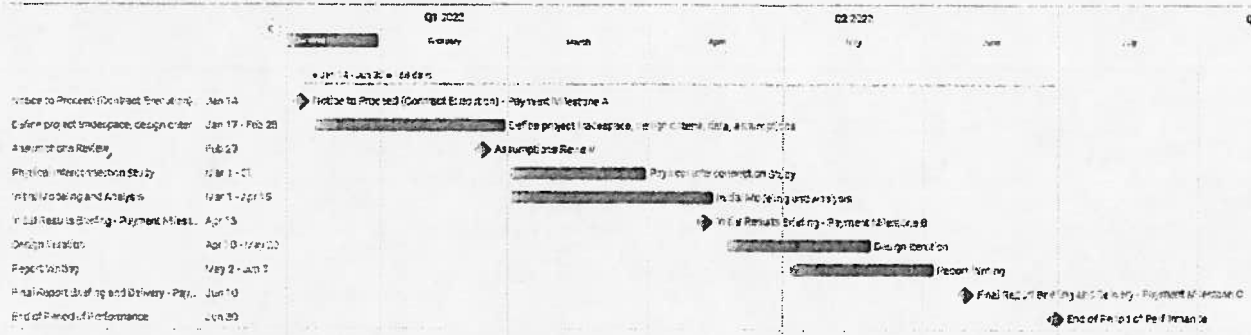
### **Timeline:**

Analysis results are dependent upon the selection of analysis assumptions La Pointe and muGrid. muGrid will advise La Pointe regarding appropriate assumptions, if desired.

We anticipate one site visit to La Pointe for two muGrid team members. The timing of the site visit is flexible and may be coordinated with regards to COVID vaccine availability and pandemic conditions in addition to project timing.



The period of performance will meet the requirements of the Wisconsin PSC grant, and run from contract execution through June 30, 2022.



### Fees:

1. The fee for evaluation of the downtown campus microgrid shall be a firm fixed price at \$18,000. The option to add the school as a resilience hub, either as part of the downtown campus microgrid or on its own, would require an addition \$6,000 for a project total of \$24,000 if the school option is exercised.
2. The fee shall be paid in 3 equal parts according to the payment milestone schedule in the Timeline table above.
3. We anticipate one site visit to Madeline Island. Travel will be reimbursed at actual & reasonable costs over and above the project fee. We expect travel for two people not to exceed \$3,000.
4. muGrid Analytics does not represent or warrant that the execution of definitive documents with respect to any project will lead to the achievement of commercial operation of such project. All final decisions are Town of La Pointe's and Town of La Pointe bears the responsibility thereof.
5. Payments will be made in U.S. Dollars (USD \$) by electronic funds transfer or check remitted to muGrid Analytics, 8989 S Murphy Gulch Rd, Littleton, CO 80127.

Thank you for the opportunity to propose. Please let me know if you have any questions or would like additional detail. We are ready to begin immediately.

Very sincerely,

Amy Simpkins  
CEO, muGrid Analytics

(5) TB, Michael, Barb,  
Micaela, 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 Solar CBI LLC (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:

- Collaborate with the Town's Energy Committee (the Committee) and additional consultants and partners to conduct feasibility study work on creating a microgrid for critical infrastructure in La Pointe. The grid will include Town Hall, Library, Clinic, School, Dock, and other nearby locations as appropriate.
- Help develop the metrics and site-specific information as outlined in Sections 3.4.3, 3.4.4, 3.4.8, 3.4.9, and other portions of the Town's microgrid study grant agreement with the Public Service Commission of Wisconsin's Office of Energy Innovation.
- Perform an energy analysis of the Town's electrical use, including analyzing historical data and installing six eGauge monitors to track real-time use patterns (including 15-minute interval data); analyze existing photovoltaic systems, including consumption and production data; and project system-sizing requirements for new renewable and storage installations and uses (including electric vehicle charging stations).
- As part of the cost match required by the state grant, the Contractor shall provide a pro bono contribution of 40 hours at \$100 per hour.

**2. Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

50% down upon full execution of contract

50% upon final invoice, satisfactory delivery of contracted services, and documentation of hours and expenses sufficient for the Town to receive disbursement from OEI under terms of the grant.

The total amount payable by the Town to the Contractor for services under this contract shall not exceed \$16,000.

Lien waivers must be put in place for all subcontractors utilized and materials purchased.

RECEIVED

JAN 5 2022

cg

3. **Dates of Service.** A written report, supporting data, and recommendations shall be delivered to the Committee no later than May 31, 2022.

4. **Reimbursement for Expenses.** Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials.

5. **Specifications.** Unless modified in writing, the contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project. The eGauge monitors will become property of the Town. The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements

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. **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.

8. **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.

9. **Relationship Between Town of La Pointe 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.

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

- a) Worker's compensation insurance of at least \$500,000 each accident.
- b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- d) The Town of La Pointe must be listed as additional insured.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

**11. Default; Termination.** In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

**12. 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.

**13. 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.

**14. 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.



**15. 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.

**16. 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  
715-747-6914  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

To the Contractor:

Craig Buttke  
Solar CBI LLC  
6811 County Road TT  
Amherst, WI 54406  
715-292-7223  
[craig@solarcbi.com](mailto:craig@solarcbi.com)

**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 (the Contractor)

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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

**REVENUES:***Includes Amend #3*

	Approved 2021 budget	2021 Amended Budget	2021 Actual Nov. 2021	2021 Budget Remaing	2020 Actual Nov. 2020
Taxes:	\$ 1,946,177	\$ 1,952,452	\$ 1,956,811	\$ (4,359)	\$ 1,965,020
Intergovernl Revenues:	\$ 167,274	\$ 167,274	\$ 144,348	\$ 22,927	\$ 1,454,917
Licenses & Permits:	\$ 32,041	\$ 32,041	\$ 34,056	\$ (2,015)	\$ 36,001
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 4,543	\$ (968)	\$ 3,313
Public Services Chrgs:	\$ 441,134	\$ 456,281	\$ 555,390	\$ (99,109)	\$ 389,679
Intergovernl Chrgs:	\$ 173,900	\$ 173,900	\$ 169,110	\$ 4,790	\$ 171,952
Misc. Revenue:	\$ 110,785	\$ 157,534	\$ 180,901	\$ (23,366)	\$ 343,162
Other Fin. Sources:	\$ 706,341	\$ 2,019,515	\$ 1,091,993	\$ 927,521	\$ 1,780,095
<b>TOTAL REVENUES:</b>	<b>\$ 3,581,227</b>	<b>\$ 4,962,572</b>	<b>\$ 4,137,152</b>	<b>\$ 825,420</b>	<b>\$ 6,144,139</b>

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**EXPENDITURES**

Initial: dg

	Approved 2021 budget	2021 Amended Budget	2021 Actual Nov. 2021	2021 Budget Remaing	2020 Actual Nov. 2020
General Government	\$ 602,471	\$ 642,800	\$ 550,609	\$ 92,191	\$ 498,520
Public Safety:	\$ 639,931	\$ 669,256	\$ 523,210	\$ 146,045	\$ 514,767
Public Works:	\$ 824,657	\$ 836,012	\$ 696,347	\$ 139,665	\$ 711,342
Health & Human Services:	\$ 38,662	\$ 40,062	\$ 38,161	\$ 1,901	\$ 34,423
Culture, Parks & Rec:	\$ 399,373	\$ 428,873	\$ 374,381	\$ 54,492	\$ 353,603
Conservation & Devel:	\$ 45,355	\$ 46,182	\$ 30,558	\$ 15,624	\$ 29,718
Capital Outlay:	\$ 478,237	\$ 1,774,907	\$ 1,484,891	\$ 290,016	\$ 2,462,170
Debt Service:	\$ 494,940	\$ 463,440	\$ 451,891	\$ 11,549	\$ 889,104
Other Financing Needs:	\$ 57,600	\$ 61,040	\$ 37,600	\$ 23,440	\$ 5,600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 3,581,227</b>	<b>\$ 4,962,573</b>	<b>\$ 4,187,648</b>	<b>\$ 774,925</b>	<b>\$ 5,499,247</b>

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## 2021 Town Board Designated Funds Breakdown

2021  
Budgeted  
Yr end Bal

	<u>Nov-21</u>	<u>Oct-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	513,745	513,733	13	500,240
			+ Interest	
Public Arts Committee	0	0	0	40,000
ZONING (Fire # Project)	34,362	34,362	0	0
LAW ENFORCEMENT:	16,445	16,445	0	16,544
FIRE DEPARTMENT:	74,749	69,748	5,001	89,093
			+interest, drone donation	
AMBULANCE:	40,746	40,745	1	41,798
			+ Interest	
ESB RECOVERY FUND (Donations)	600	600	0	0
ESB Fire Dept VEHICLE INSURANCE	607,898	615,547	(7,649)	0
			+interest, - brush truck, DNR items	
ESB Insurance Contents	49,691	49,954	(264)	0
			+ interest, - landscaping	
PARKS:	50,491	47,925	2,566	46,733
			+bench purchases + donations	
REC CENTER:	6,496	6,495	0	5,491
General Recreation Center, Softball fund				
CEMETERY FUND	6,249	9,242	(2,993)	4,109
			-transfer to general for 2021 expenses	
WINTER TRANSPORTATION FUND:	44,907	24,906	20,001	27,388
			+ MIFL, Bayfield 2021-2022 operating	
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	105,742	95,900	9,843	74,446
			+ interest, -Outdoor classroom expenses	

<b>TOTAL DESIGNATED FUNDS:</b>	<b>1,571,412</b>	<b>1,544,894</b>	<b>26,519</b>	<b>\$857,577</b>
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# Donations made by Corporations, Businesses, Foundations

Through 12/09/2021

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

Library:

4th of July:

Recreation Center:

12/9/2021	Nelson Construction	\$2,000.00	Rec Center Remodel donation
12/9/2021	Nogabros	\$1,000.00	Rec Center Remodel donation

Parks:

Ambulance:

Fire Dept:

Law Enforcement:

2021 Actuals & Comparisons to 2020 Actuals

Year to Date	November 2021 to November 2020	2021	2020	Change	UP
REVENUES:		\$3,045,158	\$4,364,044		(\$1,318,886)
(excludes Other Financings Sources - borrowing, transferred designated funds)					un-favorable
All Tax collections		\$1,956,811	\$1,965,020	(\$8,209)	
Collection % of entire tax roll		99.99%	100.0%		
Transportation aids, state funding		\$131,854	\$137,129	(\$5,275)	Expenditure Restraint Program
Grants & Reimbursements for 2019 expenses		\$12,494	\$1,317,788	(\$1,305,294)	Harbor Grant
BBTP Campground, shellers, NMV		\$263,396	\$204,301	\$59,095	Campground: 2020 COVID
Airport, Docks & Harbor Fees, revenues		\$108,122	\$98,529	\$7,593	
Permits, tickets, licenses, Ambulance, Cemetery		\$58,621	\$55,635	\$2,986	
MRF Fees, sales		\$200,875	\$74,032	\$126,843	
Misc Revenue		\$12,870	\$15,272	(\$2,402)	
County & Intermunicipal re-imbursements		\$169,110	\$171,952	(\$2,842)	County H
Misc leases, property sales, interest, contributions		\$133,008	\$324,366	(\$191,378)	ESB Insurance
					Bayfield School (windleed), Rural ESB reimbursements

	2021	2020	Change	UP
EXPENDITURES:	\$3,698,157	\$4,604,543		(\$906,386)
(excludes Debt Service (borrowing) & Other Financing Uses)				favorable
General Government	\$550,609	\$498,520	\$52,089	
UP Legal, Personnel & benefits, Audit, Work Comp & Gen Insurance, Accommdations tax paid out			un-favorable	
DOWN Illegal taxes, COVID-19 expenses				
Law Enforcement	\$283,753	\$285,622	(\$1,869)	
UP CODY expense, uniforms, training, vehicle, personnel, Work Comp			favorable	
DOWN Building, personnel benefits				
Fire Dept.	\$99,499	\$93,795	\$5,704	
UP: Equipment purchases, vehicle & Equipment repairs & maintenance, Compensation			un-favorable	
DOWN fire supplies (2020 grant purchases)				
Ambulance Service	\$139,958	\$135,350	\$4,608	
UP Education, directors expense, Compensation			un-favorable	
DOWN suplie/meds,bldg maint, length of service, billing expense				
Roads	\$420,631	\$376,108	\$44,523	
UP Ice Road, Winter Transport/Ice Road, Gravel purchases, Insurances, culverts, Rd maint			un-favorable	
DOWN Parts, subs				
Airport	\$37,322	\$37,470	(\$148)	
UP TV145 equipment repairs, maintenance (CARES Grant expenses) , town labor			favorable	
DOWN Insurance (2020 timing) , utilities				
DOCK/HARBOR	\$6,590	\$37,988	(\$31,398)	
UP			favorable	
DOWN Admin/Engineering from dock project completion/Dock approach repairs				
MRF	\$231,803	\$259,776	(\$27,973)	
UP - Self-hauling expenses, SW hauling/disposals, expenses			favorable	
DOWN Personnel & Insurance, MRF Facility costs, equip repairs, recycling hauling				
Library	\$172,937	\$174,929	(\$1,992)	
MI Public Library Board handles			favorable	
Parks	\$196,179	\$173,804	\$22,375	
UP Unemployment, vehicle, all BBTP, insurances			un-favorable	
DOWN Parks employee general Labor				
Recreation Center	\$5,265	\$4,870	\$395	
UP Insurances, utilities, Town Labor			un-favorable	
DOWN Skatepark expenses (2020 improvement work - town's share)				
ZONING & PLANNING	\$30,558	\$29,718	\$840	
UP Personnels			un-favorable	
DOWN Vehicle disposed, ad hoc committees				
Capital Outlays	\$1,484,891	\$2,462,170	(\$977,279)	
UP Purchases, improvements			favorable	
2021 Town Hall Painting & flooring	\$45,329			
2021 Police Capital (door replacement)	\$770			
2021 Ambulance 2019/2020 Mercedes LED Lighting	\$2,475			
2021 Rds Equipment (Steamer)	\$10,375			
2021 Rds Gravel payment to Ashland County	\$31,500			
2021 Town dock improvement Project	\$145,127			
2021 Town dock Passenger Shelter	\$8,031			
2021 MRF Hauling Truck and box	\$61,805			
2021 MRF Building Improvements	\$14,669			
2021 Rec Center Bathrooms remodel	\$71,862			
2021 Joni's Beach Improvement	\$14,315			
2021 BBTP Improvements	\$2,423			
2021 Cemetery Shed	\$206			
2021 Library exterior painting	\$41,594			
Capital Before ESB Project	\$448,481			
2021 ESB Site Construction	\$886,459			
2021 ESB Site Architect/Engineering	\$100,644			
2021 ESB Site Town expenses	\$49,308			
ESB Project	\$1,036,411			
2020 Police - 2019 squad outfitting		\$10,348		
2020 Town Hall Security		\$1,007		
2020 Ambulance		\$153,711		
2020 Fire Dept Turnout gear		\$14,877		
2020 Rds new equipment /Rds Bldg./Joni's beach		\$5,537		
2020 Airport improvements		\$1,943		
2020 Waterfront Curve Sidewalk		\$1,553		
2020 Rds Gravel Payment to Ashland County		\$31,500		

(5) TB, Michael, Barb, Micaela,

Providing Windsled Transportation From Madeline Island  
& Bayfield For Generations!

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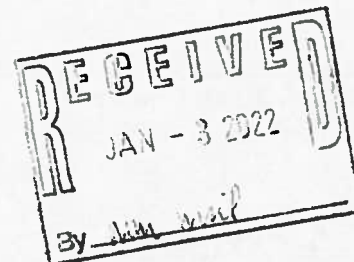
# *Windsleds* Transportation, Inc.

PO Box 5  
La Pointe, WI 54850

(715) 747-5400 24 Hr.  
(715) 747-5000 Fax

December 31, 2021

Glenn Carlson, Town Chairman  
Town of La Pointe  
PO Box 270  
La Pointe, WI 54850



RE: Winter Transportation Agreement – RENEWAL

Dear Glenn,

Attached please find the 2021-22 Winter Transportation Agreement. We have signed the agreement and are presenting to you for review and signature. Please return and executed copy to our offices as soon as possible. The term of the current agreement will extend until June 30, 2022.

Upon signing of this agreement, all parties agree to extend the contract with the following changes as noted below – all other policies, schedules & rules remain the same. The new winter season will be from 2021-22 with contract dates of December 31st, 2021 thru June 30<sup>th</sup>, 2022.

Changes to Winter Transportation Agreement for the 2021-22 Season:

- 1) The Service Provider has determined that a price increase in daily operation costs is warranted due to operator's wage increases over the last 4 years. The previous rate increase occurred in 2017-18, since then our operator's wages have increased by \$4.00/per hour. Based on our daily operation schedule, which is on average 10 hours per day, there will be a \$40.00/day increase. The new rate for daily operations of the Windsleds will be \$452.00/day (Four Hundred Fifty-Two Dollars and 00/100) and the new rate for daily operations of the Vans will be \$200.00/day (Two Hundred Dollars and 00/100).
- 2) Additionally, due to the fluctuating fuel costs, we have added a clause to the contract which states "additional per day fuel surcharges may apply" (see item 12). We have done a review of the last few years of operation/fuel costs and determined that a fuel surcharge is warranted for this season as follows:
  - a) Average fuel costs for the windsleds came in at \$3.77/gal – current cost for fuel is \$4.29/gal – this is a per gal increase of \$.52/gal – Average daily fuel usage is 79.41 gal/day – therefore fuel surcharge for the windsleds will be \$41.29/day (79.41 gal/day x \$.52/gal increase). This will be divided between all 3 entities and a rate of \$13.76/day will be assessed to each entity.
  - b) Average fuel costs for the vans came in at \$2.75/gal – current cost for fuel is \$3.39/gal – this is a per gal increase of \$.64/gal – Average daily fuel usage is 8.55 gal/day – therefore fuel surcharge for the vans will be \$5.47/day (8.55 gal/day x \$.64/gal increase). This will be divided between all 3 entities and a rate of \$1.82/day will be assessed to each entity.



*Providing Windsled Transportation From Madeline Island  
& Bayfield For Generations!*

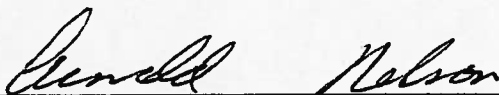
NOTE: In the future, fuel costs will be reviewed at the beginning of every season and surcharges will be determined at that time.

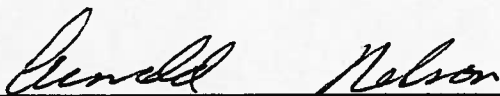
By signing of this document all parties agree to, understand and accept the renewal changes as set forth above for the 2021-22 Winter Transportation Agreement (attached for signature):

Agreed to by:

\_\_\_\_\_  
Glenn Carlson, Town Chairman  
Town of La Pointe

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Arnold Nelson, President  
Windsleds Transportation, Inc. & Madeline Island Transportation, LLC

  
\_\_\_\_\_  
12.31.21  
Date

Revised  
(5) TB, Michael, Baub,  
micaela, Public

**WINTER TRANSPORTATION AGREEMENT BETWEEN THE TOWN OF  
LAPOINTE, WINDSLED TRANSPORTATION INC. AND MADELINE ISLAND  
TRANSPORTATION LLC**

1. This lease is between the Town of LaPointe, a Wisconsin municipal body politic and two corporations connected with Arnold Nelson known as Windsled Transportation, Inc. and Madeline Island Transportation, LLC. These two corporations will be referred to in the rest of this agreement as the "service providers".
2. The purpose of this lease is to allow the service providers to use certain Town of LaPointe equipment related to winter transportation, to assign responsibility for various types of insurance coverage, to split various insurance and operating expenses and to ensure the safe operation of equipment for the benefit of the children and other residents of the Town of LaPointe.
3. The term of this agreement shall be from the date it is signed by all parties to June 30, 2022.
4. The parties agree that performance of the commitments required under this agreement shall constitute adequate consideration.
5. Both the Bayfield School District and Madeline Island Ferry Lines, Inc. will be entering into separate agreements with the service providers that each will make certain financial contributions to this winter transportation system. Payment of those financial contributions referred to in paragraph 11 below by both the Bayfield School District and Madeline Island Ferry Lines, Inc. is a condition precedent to the performance of this contract. In the event that the Madeline Island Ferry Lines, Inc. or the Bayfield School District defaults in the making of the payments that are referenced in this agreement, the parties to this agreement shall not be required to perform their responsibilities under the agreement.
6. The service providers will be entitled to operate that equipment for purposes of winter transportation between the Town of LaPointe and Bayfield during the 2021-2022 winter transportation season. The equipment at all times will be operated in a safe and responsible manner by trained and experienced employees of the service providers. The following conditions shall also apply:
  - a. The service providers will not sublet, mortgage or in any manner dispose of the property to any person.
  - b. The service providers will not allow the four windsleds or the vans to come into the custody and control of any person other than Arnold Nelson and the employees of the service providers without the express written consent or direction of the town. Van drivers must be authorized representatives of Madeline Island Transportation, Inc., and must be licensed drivers in the State of Wisconsin. A list of the van drivers will be provided to the Town of LaPointe.
  - c. The service providers will allow the Town of LaPointe to inspect and access the property at all reasonable times and places.

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Serial: dg

- d. At the conclusion of the ice season, the service providers shall deliver all leased equipment to Town of LaPointe property, the location of which shall be designated by the Town of LaPointe.
  - e. The service providers will provide a list of all operators of the four windsleds and the vans. The service providers will obtain copies of the motor vehicle driving records of each of the equipment operators. The list of both the operators and their driver's license numbers will be provided to the Town Board or its representative not later than January 15<sup>th</sup>. The Town Board or its designee will review the list of operators and/or obtain the motor vehicle driving records and the Town Board will have the right to make a final decision as to whether any of the proposed operators should be disqualified from operating either the windsleds or the vans.
7. The equipment to be used by the service providers that is owned by the Town of LaPointe is listed and attached to this agreement as Exhibit A and shall include use of the Winter Terminal Building. The service providers shall be in charge of the operation of the winter transportation system, including the operation and maintenance of the four windsleds, the passenger vans and the Winter Terminal Building. The operation of the system shall be managed by the service providers, and particularly Arnold Nelson, President of Windsled Transportation, Inc., and of Madeline Island Transportation, LLC, in the same manner that such winter transportation was managed by Arnold Nelson in prior years, except as specifically otherwise provided in this agreement or as set forth in the agreement between the service providers and the Bayfield School District.
8. The equipment shall be used to provide winter transportation between Madeline Island and Bayfield. The passenger vans may also be used to provide winter transportation from the lakeshore at Bayfield to the Bayfield School and the Bayfield post office and from the lakeshore on Madeline Island to designated terminal points on the island, including but not limited to the Madeline Island post office and the terminal for Madeline Island Ferry Lines, Inc. The equipment may also be used for emergency use outside the immediate service area.
9. The control and management of the winter transportation system shall include the right of the service providers to charge reasonable fares for use of the windsleds and vans.
10. The service providers agree to:
- a. Pay all other expenses of the operation of the windsleds and vans not specified in paragraphs 12 and 13. This shall include all other labor costs, payroll taxes, employee benefits, office expense, telephone, fuel and oil and minor repairs and maintenance costing \$200 or less.
  - b. Provide the Town of LaPointe an accounting of the following season totals: number of trips, ridership, revenues and expenses. This statement shall be delivered prior to June 18, 2022.
11. A fund has been agreed to be established with the Town of LaPointe by itself, the Bayfield School District, and Madeline Island Ferry Lines, Inc., for the payment of certain fixed costs

including maintenance and insurance and the total amount of that fund would be \$30,000. The \$30,000 would be contributed by those parties as follows:

- a. \$6,000 each for maintenance expenses related to the equipment would be paid by the Town of LaPointe, Madeline Island Ferry Lines, Inc., and the Bayfield School District.
- b. \$4,000 each would be paid into the fund for liability insurance expenses by the Town of LaPointe, Madeline Island Ferry Lines, Inc., and the Bayfield School District.
- c. If at the conclusion of the 2021-2022 winter transportation season, there is any money left in the fund, it will be retained in the account to build up a reserve in the event that major repairs may be needed in the future.

The Town of LaPointe will use these monies to pay/reimburse the service providers for liability and property insurance premiums, start up and shut down expenses, testing and checking out of windsleds, and windsled and van repairs and maintenance in excess of \$200, and also its obligations under paragraph 16 herein to reimburse the service providers for labor and fuel costs for instruction of designated Fire Department and Emergency Services personnel.

12. In addition to the above payments, the Town of LaPointe will pay \$452.00 per day for the windsled season and \$200.00 per day for the van season both seasons to be determined by the service providers. This is based on a five day per week schedule, Monday through Friday (see copy of schedule attached – this is subject to change at anytime without notice). The service providers will provide service on Saturdays and optionally on Sundays without charge to the town, but they will charge passengers. The daily rate for passengers who are neither school children nor school employees will be set by the service providers. The rate for the current season is \$10.00 per passenger one way. Additional per day fuel surcharges may apply with advance written notice to the town (See Renewal letter dated 12/31/2021).
13. The service providers shall each separately maintain liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate and shall see to it that the Town of LaPointe is listed as an additional insured on both the policies of Windsled Transportation, Inc., and Madeline Island Transportation, LLC. The service providers will also be responsible for all workers compensation costs and workers compensation insurance for all winter transportation workers.
14. The Town of LaPointe is signatory to this agreement only for purposes of guaranteeing payments for their share of the expense of the winter transportation system and allowing lease of their equipment. The Town of LaPointe shall have no other responsibility or involvement in any way for maintenance, operation or administration of the windsled system.
15. It is understood by the parties that the operation, performance of day to day maintenance and administration of the windsled system is the sole responsibility of the service providers except for any use by Town of La Pointe Emergency Services Personnel. The service providers agree to protect and save the Town of LaPointe harmless against any losses or damage to the equipment by fire, flood, explosion, tornado, theft or any other cause and the

service providers shall and do hereby assume all liability to any person whomsoever arising from the location, condition or use of the equipment and shall indemnify and do indemnify the Town of LaPointe, of and from all liability, claim and demand whatsoever arising from the location, condition, or use of the equipment whether in operation or not, and growing out of any cause, including alleged imperfect or defective equipment, and from every other liability, claim and demand whatsoever during the term of this lease or arising while the equipment is in the possession of the service providers. Nothing in this agreement should be construed as a waiver by the Town of LaPointe of any of their rights under §893.80, including but not limited to the \$50,000 damage cap of §893.80 (3).

16. The operation of the winter transportation equipment by Town of La Pointe's Emergency Services Personnel during periods of emergency training and emergency rescue will be covered by the Town of LaPointe's liability and worker's compensation insurance policy. The service providers agree to provide instruction to new windsled operators consisting of personnel from an approved list from the Town Volunteer Fire Department and Ambulance Service. (See Exhibit B – Ice Rescue Memorandum of Understanding). The Town of La Pointe shall separately reimburse the service providers for this instruction. Said reimbursement shall be limited to labor @ \$40.00/hr per man and fuel costs per gal used @ current fuel rates (TBD) – all billed on a time and material basis.
17. The service providers shall surrender the property to the Town of LaPointe at the expiration of the term of this agreement in as good condition as when it was received, reasonable wear and tear excepted.
18. If any member of the service providers default on any of the provisions under this agreement the Town of LaPointe may immediately or at anytime thereafter take possession of the property and may at that time terminate the agreement, but without prejudice to any remedies that the Town of LaPointe might otherwise have for breach of any portion of this agreement. The Town of LaPointe shall specifically have the right to terminate the agreement and take possession of the windsleds, van and contents of the Winter Terminal Building, if the Town of LaPointe can establish they are being operated or used in an unsafe manner.
19. If the service providers become bankrupt or have a receiving order made against them or makes any bill of sale, deed of trust or assignment for the benefit of creditors, this agreement shall cease unless the Town of LaPointe, upon notice, elects otherwise.
20. Upon termination in any manner of this agreement the Town of LaPointe, by its agents, is hereby authorized to enter upon any premises where such equipment is stored and to take possession of and remove such equipment.
21. Neither this agreement nor any right or interest hereunder shall be assigned or transferred by any party hereto in any respect, whatsoever.
22. This agreement shall be executed in the State of Wisconsin and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin.

23. This agreement contains all of the agreements of the parties. No oral or other statements, proposals or agreements shall be binding on any of the parties involved with the exception of the Vehicle Lease Agreement (s) on file for the operation of the vehicles in service.

If the winter transportation agreement between the Town of La Pointe, Windsled Transportation, Inc. and Madeline Island Transportation, LLC that expires June 30, 2022, differs in any way from the "vehicle lease agreement" that was signed by the Town of La Pointe Town Chairman, James Patterson, on the 27th day of December, 2016, then the provision or interpretation that favors or provides a better result for the Town of La Pointe shall be the controlling provision or interpretation. See copy of the Vehicle Lease Agreement, attached as Exhibit C.

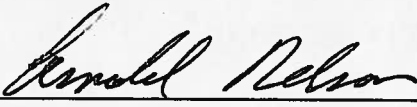
Dated: \_\_\_\_\_

\_\_\_\_\_  
Glenn Carlson - Chair, Town of LaPointe

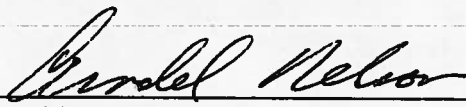
Dated: \_\_\_\_\_

\_\_\_\_\_  
Micaela Montagne - Clerk, Town of LaPointe

Dated: 1-6-21

  
Arnold Nelson - President of Windsled Transportation, Inc.

Dated: 1-6-21

  
Arnold Nelson - President of  
Madeline Island Transportation LLC



## **OPERATIONS SCHEDULE**

***Monday – Friday***

***\*Schedule Subject to Change Without Notice\****

### **Van/Windsled Departs Madeline Island**

7:30 a.m.

8:00 a.m. – KIDS ONLY, IF IN SESSION!!

9:00 a.m.

11:30 a.m.

2:45 p.m. – KIDS ONLY, IF IN SESSION!!

3:45 p.m.

4:30 p.m.

### **Van/Windsled Departs Bayfield**

7:45 a.m.

8:15 a.m. – KIDS ONLY, IF IN SESSION!!

9:30 a.m.

12:30 p.m.

---

3:00 p.m. – KIDS ONLY, IF IN SESSION!!

4:00 p.m.

4:45 p.m.

# VEHICLE LEASE AGREEMENT

vehicle lease agreement is being drawn up between, the Town of La Pointe and Madeline Island Transportation, LLC. The following vehicle is owned by the Town of La Pointe: 2002 Ford Van - Red - Vin #1FMNE31L62HA90336

per the terms of this agreement, detailed below, the Town of La Pointe will be leasing the above noted vehicle to Madeline Island Transportation, LLC. The contract shall be a year to year lease with the expiration date of June 30<sup>th</sup>.

part of this agreement the following conditions apply:

- 1) In lieu of a rental fee, Madeline Island Transportation, LLC will obtain and provide all necessary vehicle liability and commercial general liability insurance coverage for the vehicle. Business Auto Liability limits shall be at least \$1,000,000 & the General Liability limits shall be at least \$1,000,000 occurrence/\$2,000,000 aggregate.
- 2) The term of this lease shall be year to year (and will renew automatically each year unless a written termination letter is received), current lease period runs from July 1, 2016 to June 30<sup>th</sup>, 2017.
- 3) Madeline Island Transportation, LLC will name the Town of La Pointe as an additional insured and provide them with a copy of the certification of insurance.
- 4) Due to the vehicle purchase agreement between the Town of La Pointe and Ashland County, for the sake of obtaining funding for this vehicle, Madeline Island Transportation, LLC also agrees to list Ashland County (County of Ashland, 201 West Main Street, Ashland, WI 54806) as an additional insured on the policy and will provide a copy of the certificate of insurance, if requested.

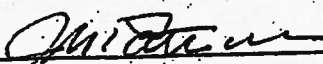
Lease Termination: This vehicle lease shall remain in place as long as the Winter Transportation Agreement remains in effect between the parties in question. Either party may terminate this lease in accordance with the terms and conditions detailed in the current Winter Transportation Agreement on file for the season in question. Specifically paragraphs 17 & 18 of said agreement.

Indemnification: Madeline Island Transportation, LLC hereby agrees to indemnify, hold harmless and defend the Town of La Pointe and Ashland County from and against any and all losses, damages, theft, claims, suits or actions, judgments, costs and expenses (including reasonable attorney's fees) arising from or in any manner connected with the negligence or use or operation of this vehicle during the lease term.

By the signing of this document, both parties agree that they have read, understand and will abide by the terms of this agreement:

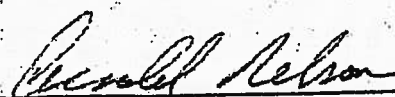
Agreed to by:

Town of La Pointe

  
James Patterson, Town Chairman

12/27/16  
Date

MADLINE ISLAND TRANSPORTATION, LLC

  
Arnold Nelson, President

12-21-16  
Date

# Windsled Transportation, Inc.

**(715) 747-5400 - 24HR Recording**  
**(715) 747-3300 - Office**  
**(715) 747-5000 - Fax**

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

Below is a list of names and drivers license numbers for drivers that may be needed from Madeline Island Transportation, LLC & Windsled Transportation, Inc. from time to time to drive passengers back and forth across the ice road and/or to and from the approaches. This list may be added to if the need arises and is not limited to just the following personnel.

Arnold E. Nelson

AEN:kjw

**Attachment "A" to 2022 Compensation Resolution  
Town of LaPointe  
Resolution #2021-1214A**

**RESOLVED** by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2021-1214A (**2022 Compensations**) has been passed and is attached to the resolution and becomes a part thereof.

<u>POSITION</u>	<u>2021 RATE</u>	<u>CHANGE</u>	<u>2022 RATE</u>
Winter Recreation Director**	NONE	\$20.00	\$20.00

*\*\*As per Madeline Island Public Library Board motion on 12/20/2021, effective 01/01/2022*

<u>EMT/EMRs Saturday Shifts (1)</u>	<u>\$60.00 shift per diem</u>	<u>NONE</u>	<u>\$60.00 shift per diem</u>
<u>EMT/EMRs Weekend Shifts (1)</u>	<u>\$60.00 shift per diem</u>	<u>NONE</u>	<u>\$60.00 shift per diem</u>
<i>(1) Incorrect shift wordage on original resolution</i>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attest:

\_\_\_\_\_  
Micaela Montagne, Town Clerk

\_\_\_\_\_  
Glenn Carlson, Chair

\_\_\_\_\_  
Michael Anderson, Supervisor

Posted:

\_\_\_\_\_  
Aimée Baxter, Supervisor

\_\_\_\_\_  
Susan Brenna, Supervisor

\_\_\_\_\_  
John Carlson, Supervisor

*\* Revised \*  
1/5/2022*

**DRAFT**

**DRAFT**

**RECEIVED**  
JAN 5 2022

Initial: dg

(5) TB, Michael, Barb.  
Micaelo, Public

Michael Kuchta  
1117 South Shore Road  
PO Box 565  
La Pointe, WI 54850

Dec. 29, 2021

Reimbursement of moving and relocation expenses

Date	Explanation	Amount
4.10.21	Ferry	59.00
5.14.21	Ferry	59.00
5.15.21	Lodging	181.14
5.15.21	Ferry	59.00
5.26.21	Uhaul rental	42.16
5.27.21	Ferry	43.00
6.5.21	Ferry	73.00
6.6.21	Ferry	29.50
6.5.21	Uhaul rental	238.40
6.5.21	Fuel for rental truck	68.48
6.6.21	Uhaul rental	126.60
6.6.21	Fuel for rental truck	15.01
9.15.21	Ferry for borrowed truck	17.85
10.31.21	Ferry for borrowed truck, trailer	100.00
11.13.21	Uhaul rental	177.24
11.14.21	Uhaul rental	86.47
11.14.21	Ferry for rental truck	73.00
11.14.21	Fuel for rental truck	87.56
	<b>Total reimbursement requested</b>	<b>1,536.41</b>

I attest that the information is accurate to the best of my knowledge. I  
request payment as detailed.

Michael Kuchta

RECEIVED  
DEC 29 2021  
BY: [Signature] MK

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the employee to resign at any time during the term of the Employment Agreement, subject only to the provisions set forth in Section 8 of this Agreement.
- C. This Agreement shall be effective upon its execution by both parties.

## **SECTION 2 – DUTIES**

The Town hereby agrees to employ the Employee as Town Administrator, to perform the functions and duties specified in Chapters 60 and 66 of the Wisconsin Statutes, and any other applicable law, to perform such legally permissible and proper duties and functions as the Board shall from time to time assign.

## **SECTION 3 – COMPENSATION**

The Town agrees to pay the Employee an annual base salary of \$65,000 (Sixty-Five Thousand Dollars). Any subsequent compensation increases will be at the discretion of the Board, based upon annual salary evaluations. Employee's base salary shall not be reduced from the amount he was paid in the prior year. Salary shall be payable in installments at the same time installments that other management employees of the Town are paid.

## **SECTION 4 – FRINGE BENEFITS**

Except as provided within this Agreement, the Employee shall be provided the same benefits provided to Department Heads of the Town.

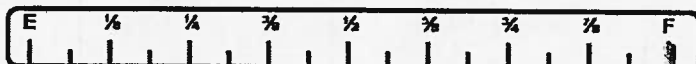
- A. The Employee shall be granted two weeks (2) weeks (80) hours of vacation time as of the effective date of hire. Further, for the purpose of calculating future vacation benefits, the Employee will be credited with five (5) years of continuous service at the date of hire and after the completion of the first full year of continuous service shall thereafter receive vacation time as stipulated in the Town Personnel Manual.
- B. The Employee shall be granted a total of four (4) personal days for use during the duration of 2021.
- C. The Employee shall be eligible, in the same manner as other general full-time employees, for Town benefits under all applicable policies and rules as adopted by the Town Board, and currently as set forth in the Town Personnel Manual.
- D. Employer agrees to pay up to \$3,000 for reasonable direct moving and relocation expenses for Employee if Employee moves to live within corporate limits of the Town within 12 months of the date of this agreement. Payment for moving expenses will be made upon satisfactory presentation to the Town Board of evidence of living location and moving and relocation expenses incurred by the Employee.



**U-HAUL® Receipt****In-Town Return (In)**
**Contract No:** 95645281  
**Wednesday, May 26, 2021 1:41 PM**
**U-HAUL MOVING & STORAGE AT HWY 2520 COMO AVE**  
 280  
 729033  
**SAINT PAUL, MN 55108**
**(651) 645-0290**
**Customer Name:**  
 Michael Kuchta  
 1522 N Grotto  
 SAINT PAUL, MN 55117

**Cust Ph - EMail:**  
 (612) 209-5788  
 district10@district10comopark.org
**Rental Date/Time:** 5/26/2021 2:15 PM**Return Date/Time:** 5/26/2021 3:38 PM**Chargeable Rental Periods:** 1

Equipment	Mi Out	Mi In	Mi Rate	Mi Charge	Coverage	Missing/Damage Charge	Rental Rate	Rental Charge	Actual Charges
BP - Pickup Truck BP2856M AL31784-AZ	2899.0	2918.0	\$0.59 x 19.00	\$11.21	CDW: \$10.00	\$0.00	\$19.95	\$19.95	\$41.16


**Card Type:** CREDIT\_CARD  
**Account:** XXXX-XXXX-XXXX-6244  
**Entry Method:** CHIP  
**Application Label:** CREDIT\_CARD  
**AID:** A0000000031010 **TVR:** 0000008000

**Type:** PAYMENT  
**Ref No.:** 05347D  
**Approved:**  
**Merchant ID:** 8033720593  
**Term ID:** 913  
**TSI:** E800

**Environmental Fee:** \$1.00  
**Subtotal:** \$42.16  
**Rental Tax:** \$0.00  
**Total Rental Charges:** \$42.16  
**Credit Card Payment:** \$42.16  
**Net Paid Today:** \$42.16

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.
- Pickup and Van Best Rate Guarantee:** At the end of your rental we will calculate the best deal for you. Be it our most popular (\$19.95 plus mileage rate) or (a combination of the daily, weekly, and monthly rental rates with included mileage). Monthly rate is for 28 days.

Burke Gaffney

X

Michael Kuchta

U-Haul Signature - (Burke Gaffney)

How are we doing? Please go to <http://www.uhaul.com/review> and let us know if you received the level of quality and service you expect from this U-Haul location.

MobileContractClose

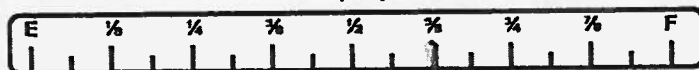
**U-HAUL® Equipment Contract****One-Way Rental (Out)****Contract No:** 26950365  
**Saturday, June 5, 2021 7:23 AM****Equipment:**  
TM1635G**Roadside Assistance:**  
Visit [uhaul.com/help](http://uhaul.com/help)**Dispatched From:** 729033  
**Safe-Protection:** (YES)**Customer Name:**  
Michael Kuchta  
2388 40th ST  
CUMBERLAND, WI 54829(612) 209-5788  
DL xxx2714, MN 0425  
mkuchta@centurylink.net**Renting Location:**  
U-HAUL MOVING & STORAGE AT HWY 280 - (729033)  
2520 COMO AVE  
SAINT PAUL, MN 55108  
(651) 645-0290**Drop Off Equipment At:**  
HIGHWAY REPAIR LLC  
Call (715) 537-1143 when you arrive in BARRON, WI  
**Drop Off Address:**  
1631 US HWY 8  
BARRON, WI 54812  
(715) 537-1143**Due Date/Time:** 6/7/2021 7:00 AM**Days Allowed:** 2**M Allowed:** 118If you return after store hours please verify your equipment return on your mobile device by going to [uhaul.com/share](http://uhaul.com/share). Or you can choose to have a U-Haul Representative verify it for you the next business day. There is a \$20.00 convenience fee for this option.**Destination:**  
BARRON, WI

Extra day rate for the TM \$40.00 per day.

\$0.40 Per MI

Extra day rate for the Safe Move \$0.00 per day.

Equipment	MI Out	Coverage	Rental Charge	Total Charges
TM - 10' Moving Van TM1635G AK09897-AZ	22393.0	Safe Move: \$14.00	\$203.00	\$217.00

REGULAR CHECK-IN - EMAIL ON FILE  
Fuel Tank Capacity: 0 Gallons

Estimated Gallons needed to return to dispatched level of 5/8

**Card Type:** CREDIT\_CARD **Account:** XXXX-XXXX-XXXX-6244 **Type:** PAYMENT **Ref No.:** 605122317 **Approved:** 09547D  
**Entry Method:** CHIP **Application Label:** CREDIT\_CARD **Merchant ID:** 8033720593 **Term ID:** 913  
**AID:** A0000000031010 **TVR:** 0000008000 **TSI:** E800

**Environmental Fee:** \$5.00  
**Subtotal:** \$222.00  
**Rental Tax:** \$16.40  
**Total Rental Charges:** \$238.40

**Credit Card Payment:** \$238.40  
**Net Paid Today:** \$238.40

**If returned after hours:** \$20.00

- I agree to verify my truck's fuel level is 5/8<sup>th</sup> before leaving the premises. I will return the vehicle with the same amount of fuel as when dispatched and/or agree to pay a \$4.25 per gallon convenience fee for the estimated fuel I do not replace. If returned with less than 1/4 tank, I agree to also pay a \$30.00 service fee. U-Haul does not reimburse if this truck is returned with more fuel than what is printed on the receipt gauge. U-Haul pays for oil (save receipts).
- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- An automobile liability insurance policy or a qualified self-insurance arrangement provides the authorized driver with the minimum limits required by the automobile financial responsibility or compulsory insurance law of the jurisdiction in which the accident occurs.
- I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I understand that I will receive an email link to review the rental process and the U-Haul Store employees to feedback to U-Haul any complaints, concerns, or requests that I have about my rental.
- I understand that I can also contact U-Haul Customer Service at [uhaul.com/contact/email.aspx](http://uhaul.com/contact/email.aspx)
- Watch for overhead objects and lock-up the cargo box. I understand that a collision with an overhead object and theft of my cargo are just two specific exclusions not covered by Collision Damage Waiver (CDW), Safemove, or Safetow protection.
- I agree that distracted driving is dangerous and that driving while distracted is likely to lead to an accident/crash causing serious injury or death. I agree not to use a hand held mobile phone (other than for an emergency call) and not to text while driving any U-Haul truck or towing any U-Haul Trailer, Tow Dolly or Auto Transport. My agreement not to do so is material to U-Haul's decision to enter into this Agreement. My failure to comply is material breach of this Agreement.
- The following shall be admissible as evidence of negligence and breach of contract in any lawsuit or arbitration: 1) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport was texting while driving; 2) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport, was using any mobile phone (other than hands free or for an emergency call) while driving.
- I agree to submit all legal claims in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at [uhaul.com/arbitration](http://uhaul.com/arbitration) or from my local U-Haul representative.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.
- I acknowledge that I was sent a text/email to the phone number or email address provided at the time of the rental, which provides me the opportunity to acknowledge equipment condition, cleanliness, mileage and fuel at the time of the rental. I understand that if I do not provide a response, I am accepting the condition as represented in the text/email. I further acknowledge that I may be responsible for any and all damage, cleaning, mileage and fuel charges as determined by U-Haul upon return of the equipment.

Chris Wacek

X

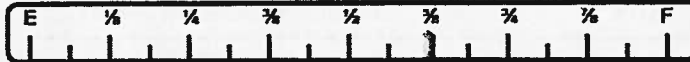
Michael Kuchta

U-Haul Signature - (Chris Wacek)

For hotel discounts, please visit [www.uhaul.com/discounts](http://www.uhaul.com/discounts)**Questions or need help? Call me.** (651) 645-029069461162(H) 03/17  
PointOfSale

**U-HAUL® Receipt****One-Way Return (In)****Contract No:** 26950365  
Sunday, June 6, 2021 2:42 PM**HIGHWAY REPAIR LLC**  
491741631 US HWY 8  
BARRON, WI 54812

(877) 230-4427

**Customer Name:**  
Michael Kuchta  
2388 40th ST  
CUMBERLAND, WI 54829**Cust Ph - EMail:**  
(612) 209-5788  
mnkuchta@centurylink.net**Authorized Driver(s):** Michael Kuchta, KATHLEEN  
Sanders**Rental Date/Time:** 6/5/2021 7:23 AM**Return Date/Time:** 6/6/2021 2:42 PM **Dispatching Location:** 729033**Days Allowed:** 2**MI Allowed:** 118.0

<u>Truck Details:</u>	<u>Amount</u>
Truck: 10' Moving Van - TM1635G	
Mileage: OUT = 22393.0   IN = 22811.0	
Extra Miles (300.0 Mi @ 0.40/Mi):	\$120.00
<b>Total Truck Charges</b>	<b>\$120.00</b>

<u>Total Equipment Charges:</u>	<u>Amount</u>
<b>Subtotal:</b>	<b>\$120.00</b>
<b>Rental Tax:</b>	<b>\$6.60</b>
<b>Grand Total:</b>	<b>\$126.60</b>

**Card Type:** Visa  
**Account:** XXXX-XXXX-XXXX-6244  
**Entry Method:** Manual**Type:** PAYMENT  
**Ref No.:** 26950365  
**Application Label:** Visa**Approved:**  
07293D**Credit Card Payment:** \$126.60  
**Net Paid Today:** \$126.60

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

uhaul.com

X

Michael Kuchta

U-Haul Signature - ( uhaul.com)

InternetReservation

**U-HAUL® Equipment Contract****One-Way Rental (Out)**
**Contract No:** 25063037  
**Saturday, November 13, 2021 9:48 AM**
**Equipment:**  
 DC 5632U  
  
 (612) 209-5788  
 DL xxxx2714, MN 0425  
 masonlupine@gmail.com

**Roadside Assistance:**  
 Visit [uhaul.com/help](http://uhaul.com/help)
**Dispatched From:** 12146  
**Safe-Protection:** (YES)

**Customer Name:**  
 Michael Kuchta  
 645 Penny Lane  
 LaPointe, WI 54850

**Renting Location:**  
 WK APPLIANCE - (12146)  
 N4845 HWY 63  
 SPOONER, WI 54801  
 (715) 635-3627

**Drop Off Equipment At:**  
 TOMLINSON TOWING & RECOVERY SPECIALISTS  
 Call (715) 682-0436 when you arrive in ASHLAND,  
 WI

**Drop Off Address:**  
 1022 MAIN ST E  
 ASHLAND, WI 54806  
 (715) 682-0436

**Due Date/Time:** 11/14/2021 9:00 AM

**Days Allowed:** 1

**MI Allowed:** 126

 If you return after store hours please verify your equipment return on your mobile device by going to [uhaul.com/share](http://uhaul.com/share). Or you can choose to have a U-Haul Representative verify it for you the next business day. There is a \$20.00 convenience fee for this option.

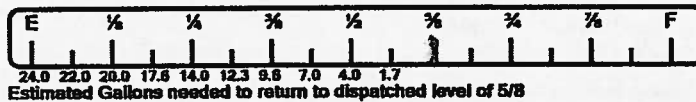
**Destination:**  
 ASHLAND, WI

Extra day rate for the DC \$40.00 per day.

\$.040 Per MI

Extra day rate for the Safe Move \$14.00 per day.

Equipment	MI Out	Coverage	Rental Charge	Total Charges
DC - 15' Moving Van DC5632U AJ88902-AZ	38612.0	Safe Move: \$28.00	\$135.00	\$163.00

 REGULAR CHECK-IN - EMAIL ON FILE  
 Fuel Tank Capacity: 40 Gallons

**Environmental Fee:** \$5.00  
**Subtotal:** \$168.00  
**Rental Tax:** \$9.24  
**Rental Deposit:** \$0.00  
**Total Rental Charges:** \$177.24  
  
**Credit Card Payment:** \$177.24  
**Net Paid Today:** \$177.24  
  
**If returned after hours:** \$20.00

<b>Card Type:</b>	<b>Account:</b>	<b>Type:</b>	<b>Ref No.:</b>	<b>Approved:</b>
Visa	XXXX-XXXX-XXXX-6244	PAYMENT	131714015742	05533C
<b>Entry Method:</b> Manual	<b>Application Label:</b> Visa	<b>Merchant ID:</b> 4445001358366		

- I agree to verify my truck's fuel level is 5/8<sup>th</sup> before leaving the premises. I will return the vehicle with the same amount of fuel as when dispatched and/or agree to pay a \$4.75 per gallon convenience fee for the estimated fuel I do not replace. If returned with less than 1/4 tank, I agree to also pay a \$30.00 service fee. U-Haul does not reimburse if this truck is returned with more fuel than what is printed on the receipt gauge. U-Haul pays for oil (save receipts).
- U-Haul provides the Customer with minimum limits of protection required by that state or province where arises any claim, suit or cause of action. This provided protection is in excess or secondary to any insurance coverage(s) of the Customer. Customer assumes Sole Responsibility for any and all liability that exceeds the applicable minimum limits of protection for that state or province.
- An automobile liability insurance policy or a qualified self-insurance arrangement provides the authorized driver with the minimum limits required by the automobile financial responsibility or compulsory insurance law of the jurisdiction in which the accident occurs.
- I understand that this equipment must be returned to one of the U-Haul drop-off locations listed on this contract or I must call the drop-off number.
- I understand that the equipment rented is water resistant and not water proof.
- I acknowledge that I have received the appropriate User Instructions and acknowledge my responsibility to fully read and understand these User Instructions before operating the equipment.
- I understand that I will receive an email link to review the rental process and the U-Haul Store employees to feedback to U-Haul any complaints, concerns, or requests that I have about my rental.
- I understand that I can also contact U-Haul Customer Service at [service@uhaul.com](mailto:service@uhaul.com).
- Watch for overhead objects and lock-up the cargo box. I understand that a collision with an overhead object and theft of my cargo are just two specific exclusions not covered by Collision Damage Waiver (CDW), Safemove, or Safetow protection.
- I agree that distracted driving is dangerous and that driving while distracted is likely to lead to an accident/crash causing serious injury or death. I agree not to use a hand held mobile phone (other than for an emergency call) and not to text while driving any U-Haul truck or towing any U-Haul Trailer, Tow Dolly or Auto Transport. My agreement not to do so is material to U-Haul's decision to enter into this Agreement. My failure to comply is material breach of this Agreement.
- The following shall be admissible as evidence of negligence and breach of contract in any lawsuit or arbitration: 1) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport was texting while driving; 2) that the driver of the U-Haul truck, or vehicle towing any U-Haul Trailer, Tow Dolly or Auto Transport, was using any mobile phone (other than hands free or for an emergency call) while driving.
- I agree to submit all legal claims in accordance with the U-Haul Arbitration Agreement, incorporated by reference, and available at [uhaul.com/arbitration](http://uhaul.com/arbitration) or from my local U-Haul representative.
- I acknowledge that I have received and agree to the terms and conditions of this Rental Contract and the Rental Contract Addendum.
- The failure to return the Equipment requiring U-Haul to recover the Equipment is a material breach of this Rental Contract. In the event of a material breach requiring U-Haul to recover the Equipment, U-Haul will provide You notice by text, e-mail and/or phone to all contact information provided. Upon service of notice, You shall contact U-Haul within 72 hours to make arrangements for removal of Your goods. If You do not contact U-Haul within that time, You agree U-Haul will dispose of all goods in the Equipment at U-Haul's sole discretion and cost. This paragraph supersedes and replaces para. 9 of the Additional Terms and Conditions on the Document Holder.
- I acknowledge that I was sent a text/email to the phone number or email address provided at the time of the rental, which provides me the opportunity to acknowledge equipment condition, cleanliness, mileage and fuel at the time of the rental. I understand that if I do not provide a response, I am accepting the condition as represented in the text/email. I further acknowledge that I may be responsible for any and all damage, cleaning, mileage and fuel charges as determined by U-Haul upon return of the equipment.

12146

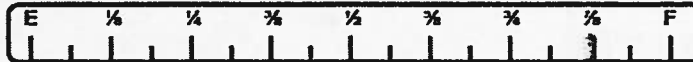
X

Michael Kuchta

U-Haul Signature - (12146)

Questions or need help? Call me. (715) 635-3627

 69461162(H) 03/17  
 PointOfSale

**U-HAUL® Receipt****One-Way Return (In)****Contract No:** 25063037  
**Sunday, November 14, 2021 2:33 PM****TOMLINSON TOWING & RECOVERY**  
**SPECIALISTS**  
51419**1022 MAIN ST E**  
**ASHLAND, WI 54806****(715) 682-0436****Customer Name:**  
Michael Kuchta  
645 Penny Lane  
LaPointe, WI 54850**Cust Ph - EMail:**  
(612) 209-5788  
masonlupine@gmail.com**Authorized Driver(s):** Michael Kuchta**Rental Date/Time:** 11/13/2021 9:48 AM**Return Date/Time:** 11/14/2021 2:33 PM **Dispatching Location:** 12146**Days Allowed:** 1**MI Allowed:** 126.0

Truck Details:	Amount
Truck: 15' Moving Van - DC5632U	
Mileage: OUT = 38612.0   IN = 38807.9	
Extra Days (1 days @ 40.00/day)	\$40.00
Coverage	\$14.00
Extra Miles (69.9 MI @ 0.40/MI):	\$27.96
<b>Total Truck Charges</b>	<b>\$81.96</b>

Total Equipment Charges	Amount
<b>Subtotal:</b>	<b>\$81.96</b>
<b>Rental Tax:</b>	<b>\$4.51</b>
<b>Grand Total:</b>	<b>\$86.47</b>

<b>Card Type:</b>	<b>Account:</b>	<b>Type:</b>	<b>Ref No.:</b>	<b>Approved:</b>
Visa	XXXX-XXXX-XXXX-6244	PAYMENT	25063037	00050C
<b>Entry Method:</b> Manual	<b>Application Label:</b> Visa			

<b>Credit Card Payment:</b>	<b>\$86.47</b>
<b>Net Paid Today:</b>	<b>\$86.47</b>

- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

uhaul.com

X

Michael Kuchta

U-Haul Signature - (uhaul.com)

InternetReservation

c70na55 b5a2  
Madeline Island Ferry  
SIGNATURE

BTB All Day duggan 04/10/2021 8:38 am  
NIFL20

Credit Card

2 Adult RT 32.00  
1 Car 19 ftRT 27.00  
TOTAL: \$59.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 045210 Ref No: 494520201

e50c3508144d  
Madeline Island Ferry  
SIGNATURE

BTB All Day barningham 04/10/2021 1:38 pm  
NIFL20

Credit Card

2 Adult RT 32.00  
1 Car <19 ftRT 27.00  
TOTAL: \$59.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 045210 Ref No: 528400202

124 HARBOUR  
HARBOUR  
715 375

Sale

xxxxxxxxxxxx6244  
VISA

Total: \$

Method: Chip  
161.14

Ref #: 4310

05/15/21

Inv #: 000002

Transaction ID: 113528667953000

Apprvd: Online

07:54:11

Appr Code: 023420

Batch#: 000533

Application Label: CAPITAL ONE VISA  
AID: 6011000000001010  
TSI: F800  
IVR: HONOURS000

Customer Copy

51787525b1cd  
Madeline Island Ferry  
SIGNATURE

BTB All Day jordan 05/15/2021 8:22 am  
NIFL20

Credit Card

2 Adult RT 32.00  
1 Car <19 ftRT 27.00  
TOTAL: \$59.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 063230 Ref No: 529196202

10/31/21  
Madeline Island Ferry  
SIGNATURE

44 pm

32.00  
27.00  
41.00

TOTAL IN  
CARDHOLDER AGREEMENT

c70na55 b5a2  
Madeline Island Ferry  
SIGNATURE

BTB All Day Davise 05/27/2021 2:46 pm  
NIFL5

Credit Card

2 Adult RT 16.00  
1 Car 19 ftRT 27.00  
TOTAL: \$43.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 067110 Ref No: 5411102

49a32ef  
Madeline Island Ferry  
SIGNATURE

BTB All Day sterling 06/01/2021 2:59 pm  
NIFL70

Credit Card

2 Adult RT 32.00  
1 Car 19<22 41.00  
TOTAL: \$73.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 081050 Ref No: 5411102

7b655960c866  
Madeline Island Ferry  
SIGNATURE

Lap All Day duggan 06/06/2021 5:35 pm  
NIFL260

Credit Card

2 Adult 16.00  
1 Car <19 ft 13.50  
TOTAL: \$29.50

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 058310 Ref No: 552040502



Kwik Trip  
1711 Highway 210

Carlton  
MN 55718  
(218)384-4181

Store #: 571  
Ticket: 3632408  
Date: 6/5/2021  
Time: 12:59:26 PM

OKY87  
Pump Number 07  
Gallons 24.036  
Price/Gal \$2.849  
Total Fuel \$68.48  
  
Total Sale \$68.48

All fuel types  
purchased at the  
pump have all  
applicable taxes  
included in the  
fuel price.

Now Available:  
Freshly Made  
Take Home Meals

Take and Bake Pizza  
(218)384-4181

MEGA COOP  
7 SO. MILL ST  
BARRON WI 54812

MEGA COOP  
GP1078988704801  
7 SOUTH MILL ST  
BARRON, WI  
54812  
06/06/2021 901430206  
01:51:56 PM

XXXXXXXXXXXX6244  
Visa  
INVOICE 24370076  
AUTH 03462D

PUMP# 2 5.0066  
UNLEAD \$2.999  
PRICE/GAL  
  
FUEL TOTAL \$ 15.01  
CREDIT \$ 15.01

TYPE: SALE

YOU FOR STOPPING

CDD054A4A00  
TICKET  
MADELINE ISLAND  
FERRY  
=====

TO BAYFIELD

1TB sterling 09-15-2021 18:22 am  
NIFL2

Discount Card

YELLOW00000000000040047  
Kutchta / Sanders 40047  
Remaining Bal: \$216.00

1 Adult 6.85  
1 Compact 11.00

Total: 17.85

89d02aaaafff2  
Madeline Island Ferry  
SIGNATURE

Bay all day kayserr 11-14-2021 11:54 am  
NIFL18

Credit Card

1 Dual<22 41.00  
2 Adult RT 32.00  
TOTAL: \$73.00

I AGREE TO PAY THE ABOVE TOTAL IN  
ACCORDANCE WITH THE CARDHOLDER AGREEMENT.

XXXX-XXXX-XXXX-6244  
Approval: 82689C Ref No: 745985482

Midland Services-Washburn  
137 W Bayfield  
Washburn WI 54891  
GP1078990076701

11/14/2021 10:57:59 AM  
Register: 2 Trans #: 2982 Op ID: 77  
Your cashier: Nonie

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Regular CA PUMP# 2  
27.007 GAL @ \$3.279/GAL \$88.56 99  
Coupon Super One \$-1.00 99

Subtotal = \$87.56  
Tax = \$0.00

Total = \$87.56

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Change Due = \$0.00

Credit \$87.56

(5) TB, Michael, Barb,  
Micaela, 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 YWS Technology LLC (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, in accordance with the terms and provisions set forth herein, will provide the Town with the following services:

**Service Contract:**

- a) 1 hour per month PC and Server maintenance time, including one on-site visit per quarter
- b) Remote monitoring of critical server systems (at 1 hour per month)
- c) Remote work as necessary on server and PCs
- d) Additional hours at the rate of \$75.00 per hour
- e) Remote access to free software; fee-based software is not included in the agreement.

Such services will be provided at:

La Pointe Town Hall – 240 Big Bay Road  
SRE Building (includes shop and airport) – 797 Big Bay Road  
EMS Building – 320 Big Bay Road  
Materials Recovery Facility – 412 Big Bay Road  
Other locations as requested

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$ 2,500 per year as follows:

- Yearly sum to be invoiced on the first of the year. This yearly fee includes ferry transportation, expenses and mileage.
- Additional hours invoiced to indicate which Town department(s) served. Additional hours to be submitted within 60 days of service date.

The total amount payable by the Town to the Contractor for services under this contract (not including materials/equipment) in no event shall exceed \$ 15,000 per year.

3. **Dates of Service.** The services provided for herein shall be provided between January 1, 2022 and December 31, 2023.

RECEIVED  
JAN 5 2022

Initial: dg

4. **Reimbursement for Expenses.** The Contractor shall bear costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will reimburse the Contractor for the following actual out-of-pocket expenses incurred in connection with performing this Contract:

- Materials and equipment as billed.

The Contractor shall, prior to reimbursement, provide the Town with a receipt for each reimbursement sought, which supports the requested reimbursement.

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

6. **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.

7. **Compliance with Regulations.** Within five (5) business days after this contract has been signed by the Contractor, 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. Compliance with this provision is a condition precedent to the performance of this contract.

8. **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.

9. **Limit of Liability.** Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of Contractor's total fees under this Contract for that year.

**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.** In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

**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](mailto:administrator@townoflapointewi.gov)  
715-747-6914

To the Contractor: William Lulham  
YWS Technology LLC  
422 3<sup>rd</sup> Street W, Suite 204  
Ashland, WI 54806  
[wlulham@ywstechllc.com](mailto:wlulham@ywstechllc.com)  
715-292-0568

IN WITNESS WHEREOF, the undersigned have executed this agreement this 1 day of January 2022.

Town of La Pointe (the Town)

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Full Legal Name of Contractor (the Contractor)

Signature: William Lulham

Printed Name: William Lulham

Title: Owner

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

## AMENDED CONTRACT FOR SERVICES

This amended contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Workhorse Software Services Inc. (the "Contractor"). It supersedes the Contract approved by the Town Board of Supervisors on Dec. 14, 2021.

### 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 software and services, in a sequence determined by the Town:

- Remote/Hosted Installation, \$600 for 2021-2022
- Municipal Accounting, \$8,500 (includes 16 hours of training), plus annual support (\$1,250)
- Receipting, \$1,000
- Fixed Assets, \$3,100 (includes 4 hours of training), plus annual support (\$600)
- Miscellaneous Billing, \$3,600 (includes 4 hours of training), plus annual support (\$700)
- Municipal Payroll, \$6,500 (includes 8 hours of training), plus annual support (\$1,250)
- Payroll Portal, \$3,000 (includes 4 hours of training and up to 400 timesheets)

In addition:

- The Contractor will work with the Town's technology consultant to coordinate installation and access through Contractor's and Town's computers and servers, as appropriate. The Town will instruct its technology consultant to bill the Town for all charges generated on this project and will pay those charges.
- The Contractor will work with the Town's auditor to ensure the correct creation and adjustments to the Town's Chart of Accounts. The Town will instruct its auditor to bill the Town for all charges generated on this project and will pay those charges.
- The Contractor will perform data conversion where feasible and/or applicable. The Town will ensure the accuracy of the data.
- All modules include six months of support, beginning on the date that training for that module begins.

RECEIVED  
JAN 5 2022  
Initial: dg



- The Town understands that there are annual and ongoing fees for support. In the first calendar year, the annual support fee for each module will be prorated from the end of the initial support period.
- Additional Payroll Portal subscriptions, if desired, will be based on the Contractor's Tier pricing system.
- Current pricing is guaranteed for at least 180 days from the execution of this contract.

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor upon being invoiced for each module, as follows:

75% upon the Town's written authorization of purchase and installation of the specific module  
25% hold-back, payable upon the first day of training for each module

3. **Dates of Service.** The services provided for herein shall begin on Dec. 15, 2021. It is expected that installation of the first modules will begin Feb. 1, 2022.

4. **Reimbursement for Expenses.** Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials.

5. **Specifications.** Unless modified in writing, the contractor shall provide all support and services for the completion of the project. The Contractor will comply with all federal, state and local regulations.

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 all labor performed by the Contractor and its subcontractors shall be guaranteed for one year from completion of installation. 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. **Assumption of Liability.** Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents or representatives. Each party 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.

9. **Relationship Between Town of La Pointe 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.

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

- a) Worker's compensation insurance of at least \$500,000 each accident.
- b) Commercial liability insurance with limits of at least \$100,000 per occurrence/\$500,000 aggregate.
- c) The Town of La Pointe must be listed as additional insured.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

**11. Default; Termination.** In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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](mailto:administrator@townoflapointewi.gov)

To the Contractor: Workhorse Software Services Inc.  
Justin Nelson  
PO Box 308  
Wausau, WI 54402-0308  
[justin@workhorsewi.com](mailto:justin@workhorsewi.com)

**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 \_\_\_\_\_

Workhorse Software Services Inc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

## MEMO

To: Town Board

From: Michael Kuchta, Town Administrator

Re: Town Covid protocols

Jan. 7, 2022

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As the context of the Covid-19 pandemic continues to shift, I'd ask you to update and expand Town Covid protocols so they reflect conditions as they exist today, not as they existed in spring 2020. The widespread availability of vaccines and testing provides the opportunity to take a more nuanced, targeted approach that avoids automatic shutdown of Town operations while still protecting the health of Town staff, volunteers, and visitors.

As you know, a Town employee tested positive for the virus during the holidays. As a precaution, and with the permission of the Town Chair, we closed Town Hall to the public for the entire week of Dec. 27. During that time, also with the permission of the Town Chair, I issued interim guidance – based on updated CDC guidance – so I could provide a clear and consistent checklist to our staff and residents about when employees should isolate, when they should get tested, what other precautions they should take, and when they could return to work. Those guidelines are attached.

Currently, the Town operates under Resolution 2021-1109, which is in effect until Feb. 6. That resolution (also attached) provides alternative meeting and payment procedures, and promotes (but does not require) basic prevention behaviors in Town settings. I encourage you to consider a much more comprehensive approach in renewing or superseding this resolution. Among topics to consider:

- Converting my guidance checklist into official policy so we can promote compliance, and take defensible disciplinary action if necessary
- Paying Town employees if they stay home and do not work in order to comply with the protocol, again to promote compliance by not putting staff in a situation where they lose money by doing the right thing. My recommendation is to pay them normal wages for the isolation period, regardless of whether they have sick time available. I would recommend making this retroactive to the week of Dec. 27, for those employees who lost pay while Town Hall was shut down.
- Purchasing a supply of rapid antigen tests for the Town. These will be available free of charge to employees, members of their immediate households, and volunteers who may have been exposed on Town business. The goal is to encourage testing and appropriate behavior (including isolation if necessary) at no expense to individuals.
- Deciding whether to pay for lab-based PCR tests for staff who have had direct exposure or tested positive on an antigen test. This discussion should include whether to pay ferry fees, time, and mileage if the employee needs to get tested on the mainland.

Longer term, we should also look at increasing the ability of Town Hall staff and other Town Hall employees to work remotely by providing laptops and other technological access that reduces or eliminates their need to report in person.

RECEIVED  
JAN 10 2022

dg

# MEMO

To: Town Employees and Volunteers

From: Michael Kuchta, Town Administrator

Re: Covid protocols

Jan. 1, 2022

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Based on current CDC guidance, I expect Town employees and volunteers to follow these practices to reduce the chances of us infecting our co-workers and members of the public:

- In general, wear a mask anytime you engage in-person with co-workers or members of the public. This is mandatory if you are indoors or in a congested space, and if you cannot remain at least 6 feet apart.

If you display symptoms of Covid.

- Isolate until you get tested.
- If you cannot get tested, isolate until your symptoms are gone. Then, wear a mask in the presence of other people for at least 5 additional days.

If you test positive for Covid.

- You cannot come to work or into Town buildings. Isolate until your symptoms are gone. You can physically return when you produce a negative test result.

If you are exposed to someone who tests positive for Covid.

What to do depends on your vaccination status:

- If you are fully vaccinated, wear a mask for 10 days after the most-recent confirmed exposure. Ideally, you should take a test for Covid 5 days after your exposure. (Fully vaccinated means receiving a booster shot, receiving a Johnson and Johnson vaccine within the past 2 months, or receiving a Moderna or Pfizer vaccine within the past 6 months.)
- If you are not fully vaccinated, isolate for five days, whether or not you display symptoms. Then, wear a mask in the presence of other people for an additional 5 days. Ideally, you should take a test for Covid 5 days after your exposure.

As of this posting, the La Pointe Community Clinic has PCR and antigen rapid tests available for Covid. The clinic is open Tuesdays and Thursdays from 10 a.m.-1 p.m. If you need to be tested at another time, call Dr. Margie Fredrickson directly at 715-747-5994. Testing and "at home" test kits are also available at multiple locations on the mainland.

## Resolution #2021-1109

### Covid-19 Precautions for Town Government Operations

**Whereas COVID-19 exposure continues to be a significant public health concern on Madeline Island, and in Ashland and Bayfield Counties, and**

**Whereas studies show that new variants of SARS-CoV-2, the virus that causes COVID-19, spread more easily and rapidly than the original strain of SARS-CoV-2, including among those who have and have not been vaccinated, and**

**Whereas it is in the public interest for the Town of La Pointe to demonstrate and encourage public health best practices and precautions to increase the safety of individuals and our community as a whole,**

**Therefore, be it resolved that the Town of La Pointe:**

- encourages Town employees and members of the public to maintain a distance in enclosed spaces of at least 6 feet away from others when possible
- promotes wearing masks on Town property whenever Town employees and/ or members of the public are unable to socially distance
- encourages Town employees to wash hands and surfaces frequently

**It is further resolved and ordered that all boards, committees and/or commissions of the Town of La Pointe are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such board, committee and/or commission via video or telephonic means shall count toward a quorum of such board, committee and/or commission and such members shall have the full authority to engage in discussions and vote as if they were personally present at the meeting.**

**It is further resolved and ordered that any voucher that would otherwise be signed by all Town Board Members may now be processed through the Town's alternative claim procedure, as described in Town of La Pointe Chapter 40, Article VI. This authority shall be retroactive to November 1, 2021 and shall exist for a period not to exceed 90 days from the date of this proclamation.**

Approved this 9<sup>th</sup> day of November, 2021.



Treasurer's Cash Summary as of November 30, 2021

(5) B, Michael, Barb, Michaela,  
Carol, Public

		Balance Forward	Deposits	With- Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,387,405.85	\$ 80,989.48	\$ (374,006.92)	\$ 21.80		\$ (16,480.89)	\$ 1,077,929.32
Designated	167668	\$ 1,554,876.45			\$ 38.10		\$ 16,480.89	\$ 1,571,395.44
Sect. 125	3150485	\$ 8,689.40						\$ 8,689.40
Tax	3142004	\$ 20,867.63			\$ 0.51			\$ 20,868.14
Library Savings		\$300.27						\$ 300.27
Ambulance (Hometown)		\$1,000.00						\$ 1,000.00
Totals		\$ 2,973,139.60	\$ 80,989.48	\$ (374,006.92)	\$ 60.41	\$ -	\$ -	\$ 2,680,182.57

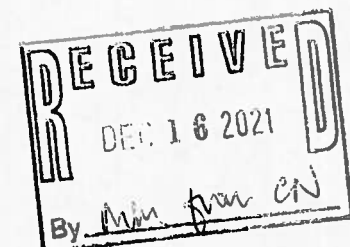
Reported Bank Balance	\$ 2,807,367.31	Available Cash	\$ 1,077,929.32
Deposit in transit			
		Deposits	\$ 11,888.25
Subtotal		Checks	\$ (67,925.79)
Less Outstanding Checks	\$ (127,184.74)	Vouchers	\$ (36,867.50)
Checkbook Balance	\$ 2,680,182.57	Library Vouchers	
		Total Avail. Cking Account	\$ 985,024.28
Treasurer's Report Variance	\$ 2,680,182.57 \$ -		

Accounting Program Totals:	
General Funds	\$ 1,077,929.32
Designated Funds	\$ 1,571,395.44
Tax Account	\$ 20,868.14
Section 125	\$ 8,689.40
Library Savings	\$ 300.27
Ambulance	\$ 1,000.00
TOTAL	\$ 2,680,182.57

Treasurer's Report  
Variance \$ 2,680,182.57  
\$ -

Submitted by Carol Neubauer  
10-Nov-21

Balanced 11/30/2020 \$223,172.86  
Outstanding commitments \$ 183,620.17



TB/5 Michael, Ben  
Micaela, public

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY DECEMBER 14, 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, Public Works Director Ben Schram, Elected Clerk Micaela Montagne  
**Public Present:** Paul Brummer  
**Called to Order:** 5:00pm

**I. Public Comment A\*:** Clerk Montagne read a comment from Susan Sabre of the Public Arts Committee in favor of appointing Mary Atmore as well as an update on the public art sculpture. Glenn Carlson thanked John Carlson for chairing the Town Meeting on 12/6/21.

**II. Administrative Reports**

- A. Town Administrator's Report
- B. Public Works Director's Report
- C. MRF Supervisor's Report, included information on the successful DNR inspection.
- D. Airport Manager's Report & Checklist
- E. Planning and Zoning Administrator's Report
- F. Accounting Administrator's Report
- G. Police Chief's Report
- H. Fire Chief's Report
- I. Ambulance Director's Report

All reports placed on file by Unanimous Consent.

**III. Public Works**

**A. Roads, Dock and Harbor**

- 1. Hire Temporary Truck Drivers Effective 1/1/2022: Motion to hire Evan J. Erickson as a Temporary Truck Driver with a CDL at \$20/ hour from 1/1/22 to 12/31/22 not to exceed 120 hours, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Motion to hire Karen Thomas and Paul Wilharm as temporary truck drivers (non-CDL) at \$17/ hour from 1/1/22 to 12/31/22 hours not to exceed 160, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**B. Parks**

- 1. Approval of Deed and Covenants for Russell Land Donation Parcel #s 014-00436-0100, 014-00436-0200: Motion to accept the deed and covenants as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- 2. Recommendation from The Town Plan Commission to join the following properties: Parcel # 436-0100 PART OF BLOCK 35 DESC IN DOC # 342747 AS PARCEL 1 VILLAGE OF LAPOINTE .13A and 436-0200

PART OF BLOCK 35 DESC IN DOC # 342747 & DOC # 342949 AS  
PARCEL 2 SIZE IS 100' X 120' VILLAGE OF LAPOINTE .26A

a. 014-00436-0100 is a "legal nonconforming lot of record".

b. 014-00436-0200 is a "legal lot of record".

Motion to approve and join as presented, M. Anderson/ J. Carlson, 5 Ayes,  
Motion Carried.

3. Naming of Newly Donated Property: Motion to name the property Russell  
Park, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**C. Airport**

1. Airport Liability Insurance Renewal: Motion to approve the renewal from Old  
Republic Insurance for \$1,671, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**IV. Committees**

A. Planning and Zoning: No updates

B. Comprehensive Plan Steering Committee

1. Appointment of Members: Motion to appoint Daniel Bartholomay, Michael  
Collins, Sally North, Charles Brummer, Sarah Caruso, Alexander Nelson and Jane  
Vogt, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Discussion on not having a  
TPC or Town Board representative on the committee. Thank you to all who  
applied.

2. Operational Guidelines for Committee: Discussion on adding that the  
committee should recommend a Chair to the Town Board by January 9, 2022.  
Discussion on changing the sentence about applying for grants to include 'in  
accordance with the existing Town policy' and to let the committee know that  
they may seek an extension to the deadline of August 31, 2022 if needed. Motion  
to approve the guidelines with changes, M. Anderson/ J. Carlson, 5 Ayes, Motion  
Carried.

C. Affordable Housing Advisory Committee

1. Appointment of Member to Term Ending 8/31/2022: Motion to appoint Jane  
Vogt to the committee, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

D. Public Arts Committee

1. Appointment of Member to Term Ending 7/31/2023: Motion to appoint Mary  
Atmore to the committee, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

2. Contract with Marina Lachecki and Robert Goslin to Create Interpretive Sign  
for Gateway Sculpture: Motion to table this contract as well as the Little  
Big Bay shop contract, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

3. Contract with Little Big Bay Shop to design Interpretive Sign: tabled in the  
previous motion.

**V. Town Hall Administration**

A. Grant Updates: No updates

B. Budget Amendment #2021-3: Motion to approve, J. Carlson/ S. Brenna, 5 Ayes,  
Motion Carried.

C. Contract with Work Horse Software Services Inc for Accounting Software: Motion to  
approve and have the Chair sign, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

D. 2022-2024 Contract with Vantage Flex for Medical Flexible Spending Account:

Motion to approve the renewal (includes a new debit card option), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Discussion on 2022 Budget Process: Discussion that equipment lists from each department as well as a ranking of most important projects/ capital equipment from each department would be helpful. Town Board interested in just looking at a one-year operating budget. More to be discussed as a future workshop along with purchasing and contracting.

F. Resolution #2021-1214 Appointment of Election Inspectors: Motion to approve, S. Brenna/ J. Carlson, 4 Ayes, 1 Abstain (A. Baxter), Motion Carried.

G. Attachment 'E' to 2021 Compensation Resolution #2020-1223: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

H. 2022 Compensation Resolution #2021-1214A: Motion to approve M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

I. Resolution #2021-1214B: 2022 Fee Schedule: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

J. General Insurance Renewal: Motion to approve with Horton Group/ Gladfelter, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

K. Consider Cancelling the Second Regular Town Board Meeting in December (would be on 12/28/21): Motion to cancel the regular Town Board meeting that would have been on December 28, 2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

**VI. Alternative Claims:** Motion to approve Alternative Claims for November 2021 in the amounts of \$167,294.47, \$203,881.60 and \$2,516.69 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

## **VII. Minutes**

A. Regular Town Board Meeting November 23, 2021

B. Public Hearing December 6, 2021

C. Special Town Board Meeting December 6, 2021

Motion to approve all three minutes as presented, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

## **VIII. Emergency Services**

### **A. Police Department**

1. Resignation of Richard Laakonen as Full Time Officer: Motion to accept the resignation with a thank you to Richard. He is leaving in good standing and is welcome back in the future, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

2. Hire Jon Rahlf to Full Time Officer: Motion to promote Jon Rahlf to full time beginning 1/1/22 at \$26.35/ hour, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **B. Fire Department**

1. Memorandum of Understanding with Grandview Fire Department for regional FEMA Grant for Radios: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**IX. Public Comment B\*\*:** Paul Brummer commented on the Comp Plan Steering Committee.

**X. Lawsuits & Legal Issues**

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

A. William Defoe vs. Town of La Pointe, Case No. 19CV57

B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300

C. Overnight Compensation for Police Officers

Motion to go into closed session to discuss all three items posted, S. Brenna/ J. Carlson, 5 Ayes by roll call vote, Motion Carried. 6:00pm.

Motion to return to open session, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. 6:20pm.

**XI. New Agenda Items for Future Meetings**

A. Consider a Special Town Board Meeting to approve an Alcohol License: also to include the final payment to Five Star Electric for the ESB and the Ambulance portion of the grant with Grandview- scheduled for Thursday December 16, 2021 at 5:00pm. Other future items include a workshop to discuss the purchasing and contracting policy as well as the budget.

**XII. Adjourn:** Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:28pm.

Submitted by Micaela Montagne, Town Clerk.

TB Michael, Barb,  
Micaela, public

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
THURSDAY DECEMBER 16, 2021  
5:00pm 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  
**Called to Order:** 5:00pm

1. Public Comment: None
2. Liquor & Operators' Licenses
  - A. Class "B" Sale of Fermented Malt Beverages License
    1. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent, Six Month license 5/1/2022 – 10/31/2022: Motion to approve, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.
  - B. "Class C" Wine License
    1. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent Six Month license 5/1/2022 – 10/31/2022: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
3. Final Payment to Five Star Electric for Electrical Contract on Emergency Services Building: Motion to table, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
4. Memorandum of Understanding between Madeline Island Ambulance Service and Grandview Fire Department for Regional FEMA Grant for Radios: Motion to approve, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
5. Adjourn: Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 5:04pm.

Submitted by Micaela Montagne, Town Clerk



## Exhibit B

# Ice Rescue Memorandum of Understanding

THIS AGREEMENT is entered into this \_\_\_\_ day of January 2022 by and between the Town of La Pointe, Madeline Island Transportation LLC, and Windsled Transportation Inc.

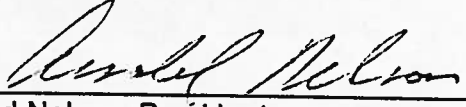
1. **Purpose of Agreement.** This agreement is made in recognition that the above-named parties each has resources and expertise that can be mutually shared in providing ice rescue.
2. **Authority.** This agreement is authorized under terms of the Winter Transportation Agreement between the Town of La Pointe, Madeline Island Transportation LLC, and Windsled Transportation Inc.
3. **Authorized personnel.** Only authorized personnel are allowed in the windsled during rescue and training operations. Authorized personnel are defined as:
  - a. Employees of the winter transportation operating company that is under contract to the Town of La Pointe, subject to the terms of agreement
  - b. Ice Rescue Squad personnel authorized and assigned by the La Pointe Volunteer Fire Department or by Madeline Island Ambulance
  - c. Qualified personnel from other rescue squads and jurisdictions operating under mutual-aid agreements who shall work at the direction of the La Pointe Ice Rescue Squad
4. **Chain of Command.** Command of rescue operations shall be by the senior officer of the Ice Rescue Squad aboard, or his or her designee. The ultimate decision to respond with the windsled is entrusted to the most senior windsled operator at the rescue operation.
5. **Expenses.** Specialized equipment, operating expenses, training costs, and other associated costs incurred during any operation shall be the responsibility of the Town of La Pointe through the Fire Department budget.
6. **Availability for Rescue.** The Husky windsled shall be available at all times for response to rescue emergencies. During times when the winter transportation operating company requires use of the Husky windsled, company employees shall keep in direct contact with members of the Ice Rescue Squad. The Ice Rescue Squad shall be kept informed of the readiness of the Husky windsled at all times.
7. **Availability for Training.** During times that the Husky windsled is not being used by the winter transportation operating company, the windsled shall be available for training use by qualified operators of the Ice Rescue Squad. The Ice Rescue Squad shall coordinate all training use with the winter transportation operating company.

8. **Equipment.** Employees of the winter transportation operating company shall keep safe from unauthorized use any dedicated rescue equipment in their possession, and shall not move, alter, or dispose of any such equipment from the dedicated storage positions in any windsled or van without prior approval of the Fire Chief.
9. **Compensation.** Employees of the winter transportation operating company who are not members of the Ice Rescue Squad shall be compensated for time spent at rescues and training operations conducted under the direction of the Ice Rescue Squad, per the terms of the Winter Transportation Agreement.
10. **Ice Rescue Squad Membership.** Employees of the winter transportation operating company shall be considered members of the La Pointe Volunteer Fire Department when participating in rescue and training operations outside the term of the Winter Transportation Agreement.
11. **Insurance.** Insurance coverage for Town of La Pointe emergency services personnel and equipment will be provided per the terms of the Winter Transportation Agreement, Paragraph 16.
12. **Hold Harmless.** During emergency rescue and training operations, the Town of La Pointe agrees to protect and save the winter transportation operating company harmless against any losses or damage to the equipment by any cause and, during emergency rescue and training operations, the Town of La Pointe shall and hereby does assume all liability to any person whomsoever arising from the location, condition, or use of the equipment and shall indemnify and does indemnify the winter transportation operating company of and from all liability, claim, and demand.
13. **Terms of Agreement.** This agreement shall remain in effect and run concurrent with the term of the Winter Transportation Agreement. This agreement shall be reviewed for re-affirmation or modification prior to a new Winter Transportation Agreement.

The parties herein affix their signatures the day indicated; this agreement shall take effect upon the date of its last execution.

\_\_\_\_\_  
Glenn Carlson  
Chairman, Town of La Pointe

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

  
\_\_\_\_\_  
Arnold Nelson, President  
Windsled Transportation Inc. and Madeline Island Transportation LLC

Date: 1-4-22