

MEMO

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

DATES COVERED IN REPORT: Sept. 9-Sept. 22, 2022

1. Accomplished/Completed

- **Harbor Commission.** Prepared a presentation for the Sept. 20 informational session on the Town's potential purchase of the ferry line, which was attended by more than 70 individuals in person, and at least 75 individuals online. Harbor Commission application is now available.

2. Coming Up

- **Treaty Days.** Anishinaabe individuals and organizations will hold events at the Rec Center and elsewhere on the island Sept. 30-Oct. 2 in commemoration of the Treaty of 1854.
- **WTA Convention.** I will attend the convention Oct. 9-11 in Appleton. I will attempt to return in time to attend the Oct. 11 Town Board meeting in person, but may need to call in from the road.

3. Town Board Agenda – Information/Comments

- **Auction of surplus Town property.** Public Works requests permission to auction off various surplus items; a list is in your packet.
- **Amended contract with Cooper Engineering.** The new draft revises the contract for the Big Bay Town Park accessibility study, which the Town Board approved on Sept. 13. The vendor requests that we modify our standard language to make it more appropriate for engineering services, rather than for generic contractor services. The copy you have highlights the proposed changes. The bulk of changes are in Sections 6 and 7; in addition, all previous references to "contractor" are changed to "engineer." There are no changes in price or other terms of the contract.
- **Community Awards Committee.** Under committee bylaws, members are appointed by the Town Chair from among department heads and the Town's other boards, committees and commissions. Appointments must be ratified; members serve until Dec. 31.
- **Grant Update.** The Affordable Housing Advisory Committee has received two grants from the Apostle Islands Area Community Fund to support their housing needs assessment: \$1,000 from the Michael Madeline Island Fund and \$3,000 from the Grutzner Madeline Island Fund. Under Town policy, accepting the grants requires Town Board approval.
- **Budget Timeline.** A draft calendar of workshops on the 2023 budget is in your packet, to adopt or modify as necessary.
- **Propane Contract.** The bid from Midland Services is the lowest responsible bid. See the separate memo for the calculations used in that assessment.
- **Ashland County Law Enforcement Agreement.** The county's Executive and Finance committees had the agreement on their Sept. 22 agenda, but tabled the item without discussion. The Law Enforcement committee is scheduled to discuss the agreement on Monday Sept. 26.

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SEP 23 2022

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4. Follow Up on Previous/Ongoing Projects

- **Housing Needs Assessment.** The Affordable Housing Advisory Committee is scheduled to meet on Sept. 26 to review the three proposals and make a recommendation for Town Board approval. The new Apostle Islands grants will help support the study.
- **Big Bay Road sidewalk.** Property owners Dave Johnson and Mike Rasmus have signed the necessary easement. The final property owner has the paperwork but has not yet returned it.

5. Grant Report

In addition to the grant approvals on the agenda:

- **BIL Funding.** The state Department of Transportation notified us that La Pointe will receive federal BIL funding to rebuild the entire two-mile stretch of Hagen Road, sometime between 2023 and 2026. The project requires only a 20 percent local match. Because Hagen is the only road into the state park, which generates most of the traffic, we intend to ask the DNR to pay half the local match. The total cost of repaving Hagen is estimated at \$2.03 million; that would place the local share at \$406,000. Mondamin Trail and South Shore Road were not selected for BIL funding. We will explore state LRIP funding for one or both of those projects; estimated total costs are \$991,000 and \$2.01 million, respectively.
- **Assistance to Firefighters Grant.** The La Pointe Ambulance Service and Fire Department will receive part of a FEMA grant to purchase up to six WISCOMM-compatible radios each. The Town Board approved joining the regional application on Dec. 14, 2021; the Town share will be 10 percent of the purchase price. The application is being spearheaded by the Grandview Fire Department, which will issue an RFB.
- **Dock Passenger Shelter.** Wisconsin Coastal Management reimbursed us the full \$15,000.

6. Lawsuits/Legal Issues

- The insurance company expects to have final settlement language in place. Attorney Elizabeth Reeths will be able to join us remotely if necessary.

7. Other Information

- **Flags.** Rep. Janet Meyers donated a dozen U.S. flags to replace tired flags she observed along Main Street, plus a new flag to fly at Town Hall (which had flown over the State Capitol).
- **North Shore Road Bluff.** There has been social media and island chatter about a very visible section of bluff on North Shore Road that appears to have been clear cut. Zoning administrator Ed Schaffer looked into it; in truth, the bluff collapsed and now is being restored. The property owners have permits from Ashland County. Nelson Construction is doing most of the work; they are regrading and stabilizing the bluff; adding French drains, pipe and breaker rock; and re-seeding the soil. Most of what people see from the water is mesh put in place to encourage grass growth this season. An arborist intends to add more vegetation in spring.

Wisconsin Surplus - Simple Multi Item Listing Worksheet

Consigning Agency Information	Location of Surplus Asset
Agency: Town of LaPointe	Address: 795 Big Bay Road
Payment Address: P.O. Box 270 LaPointe, WI 54850	Inspection Times:
Check Payable to: Town of LaPointe	Inspection Dates:
Contact Person: Evan Erickson	Contact Person: Evan Erickson
Phone: (715) 209-8626	Phone: (715) 209-8626
Email: mechanic@townoflapointewi.gov	Email: mechanic@townoflapointewi.gov

Item#	Main Description	Additional Description	Condition
1	Spool of CAT6 wire.	Number of feet left on spool is unknown	New
2	Spool of CAT6 wire.	Number of feet left on spool is unknown	New
3	Spool of CAT6 wire.	Number of feet left on spool is unknown	New
4	Playground slide		Used
5	Fuel oil tank	Rust and paint flaking, Do not know what inside condition is. No dents or holes	Fair-poor
6	100 Gallon transfer tank	Dent on top of tank. Inside condition is unknown	Fair-poor
7	Errisoion retaining mesh	Size unknown	New
8	Custom steel pull sled	53" Wide, 8' long not including hitch	Fair
9	Tires	235/80 R22.5. Good Tread	Good
10	3 20" squash steel culvert flared ends	Straps and hardware not included	New
11	3 15" Steel culvert couplers	Hardware not included	New
12	16 15" Steel culvert flared ends	Straps and hardware not included	New
13	4 18" Steel culvert flared ends with 2 flaired end gaurds	Straps and hardware not included	New
14	2 18" Steel culvert couplers	Hardware not included	New
15	1 24" Steel culvert coupler	Hardware not included	New
16	Random assortment of Steel culvert flaired ends and straps	Bolts and nuts not included	Good-Fair-New
17	Steel culvert flared end straps-Random assortment	Bolts and nuts not included	New
18	John Deere PA40 hydraulic auger	Minimum GPM 28, Maxium GPM 42. Curently has quick attach bracket from a John Deere 410J	Used-Good
19	Fol-Da-Tank Fire Department pond.	Size or leaks are unknown	Unknown
20	Intek 10.5 HP Motor	Came off salt sand spreader. Ran when removed 3 years ago	Fair

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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 Cooper Engineering Co. Inc. (the "Engineer"). It supersedes the contract approved by the Town Board of Supervisors on Sept. 13, 2022.

RECITALS

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

WHEREAS, the Engineer 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 Engineer hereby agree as follows:

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

- An engineering study at Big Bay Town Park that proposes ways to improve visitor access to Lake Superior, its beach, and Big Bay Lagoon. Concepts will include adding access – which does not now exist – for visitors who rely on wheelchairs or other mobility assistance. Details of the work to be performed and delivered are outlined in Appendix A.

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

50% down upon full execution of contract
50% upon final invoice

The total amount payable by the Town to the Engineer for services under this contract shall not exceed \$33,410.00.

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

3. **Dates of Service.** The services provided for herein shall be completed by Feb. 28, 2023.

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; and disposal of debris.

5. **Specifications.** Unless modified in writing, the contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project.

Engineer must secure all necessary permits according to local and state laws and regulations.

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The Engineer will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements

Engineer shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by its employees at work. Engineer shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

6. Workmanlike Manner. The Engineer reports to the Town Administrator and/or designee and will cooperate and confer as necessary to ensure satisfactory work progress

7. Standards of Performance

- a) The standard of care for all professional engineering and related services performed or furnished by the Engineer under this agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with any services performed or furnished.
- b) The Town shall not be responsible for discovering deficiencies in the technical accuracy of the Engineer's services. The Engineer shall correct deficiencies in the technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Town-furnished information.
- c) The Engineer may retain such Consultants as the Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the Town.
- d) The Engineer and its Consultants may use or rely upon design elements and information ordinarily and customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- e) The Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. The Town agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- f) Under this agreement, the Engineer shall not have any duties related to construction; surety bonding; insurance-related advice, recommendations, counseling or research; legal advice or representation; or municipal financial products.

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

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

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

10. Hold Harmless. The Engineer 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 Engineer or its officers, members, employees, agents or representatives in connection with this contract and its performance.

11. Relationship Between Town of La Pointe and Engineer. With respect to this contract, the Engineer shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Engineer shall, in accordance with 5192.07(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 Engineer performs.
- h) Have continuing recurring 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 Engineer shall file with the Town Administrator written documentation establishing that the Engineer 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 Engineer 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 Engineer expires or is canceled during the term of the contract, services and related payments will be suspended. Engineer 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.

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
715-747-6914

To the Engineer: Brad Volker
Cooper Engineering
2600 College Drive PO Box 230
Rice Lake, MN 54868
bvolker@cooperengineering.net
715-234-7008

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 Engineer (the Engineer)

Cooper Engineering Company, Inc.

Signature _____ Date 9/21/22

Printed Name Brad B. Volker

Title Vice President

Michael Madeline Island Fund

Project Name

La Pointe AHAC Market Analysis

Amount Awarded

\$1,000.00

Organizational Status

170(c)1 (i.e., governmental organization)

Terms & Conditions

Grant Terms

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
3. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.
6. To recognize the Michael Madeline Island Fund of the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
7. To permit the Duluth Superior Area Community Foundation to use photographs, news clippings, social media, and interview content resulting from the grant to promote the grant, the work of the Foundation, or to facilitate related philanthropic fundraising efforts.
8. To submit the Grant Story, including all requested materials, by 60 days after the project end date.

Acceptance of Terms and Conditions

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. Grantee agrees to accept and comply with the stated terms and conditions of this grant.

Name: Glenn Carlson

Title: Town Chair, Town of La Pointe

Signature: _____

Date: _____

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Grutzner Madeline Island Fund

Project Name

La Pointe AHAC Market Analysis

Amount Awarded

\$3,000.00

Organizational Status

170(c)1 (i.e., governmental organization)

Terms & Conditions

Grant Terms

The undersigned hereby agrees to the following grant conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
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Name: Glenn Carlson

Title: Town Chair, Town of La Pointe

Signature: _____

Date: _____

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2022 Town Board Budget Condensed Summary Report

REVENUES:

Includes Budget Amend #3

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Aug 2022	2022 Budget Remaing	2021 Actual -Aug 2021
Taxes:	\$ 1,943,610	\$ 1,943,610	\$ 1,877,893	\$ 65,717	\$ 1,860,504
Intergovernl Revenues:	\$ 275,484	\$ 291,290	\$ 178,264	\$ 113,026	\$ 114,323
Licenses & Permits:	\$ 36,665	\$ 36,665	\$ 47,871	\$ (11,206)	\$ 30,583
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 4,756	\$ (1,181)	\$ 2,500
Public Services Chrgs:	\$ 580,752	\$ 580,752	\$ 403,183	\$ 177,569	\$ 462,374
Intergovernl Chrgs:	\$ 178,100	\$ 168,100	\$ 136,084	\$ 32,016	\$ 129,907
Misc. Revenue:	\$ 161,348	\$ 178,033	\$ 158,869	\$ 19,164	\$ 158,601
Other Fin. Sources:	\$ 1,316,474	\$ 1,389,813	\$ -	\$ 1,389,813	\$ 700,000
TOTAL REVENUES:	\$ 4,496,008	\$ 4,591,838	\$ 2,806,920	\$ 1,784,918	\$ 3,458,792

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EXPENDITURES

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Aug 2022	2022 Budget Remaing	2021 Actual -Aug 2021
General Government	\$ 649,076	\$ 662,610	\$ 396,594	\$ 266,016	\$ 374,054
Public Safety:	\$ 794,996	\$ 740,478	\$ 435,243	\$ 305,234	\$ 365,939
Public Works:	\$ 834,799	\$ 837,199	\$ 554,791	\$ 282,408	\$ 489,595
Health & Human Services:	\$ 44,248	\$ 44,248	\$ 7,200	\$ 37,048	\$ 29,812
Culture, Parks & Rec:	\$ 398,096	\$ 341,110	\$ 278,155	\$ 62,955	\$ 271,960
Conservation & Devel:	\$ 112,500	\$ 141,020	\$ 79,622	\$ 61,398	\$ 21,310
Capital Outlay:	\$ 1,156,441	\$ 1,269,321	\$ 226,727	\$ 1,042,594	\$ 1,320,667
Debt Service:	\$ 437,668	\$ 437,668	\$ 294,679	\$ 142,988	\$ 320,452
Other Financing Needs:	\$ 68,184	\$ 118,184	\$ 88,184	\$ 30,000	\$ 27,600
TOTAL EXPENDITURES:	\$ 4,496,007	\$ 4,591,838	\$ 2,361,197	\$ 2,230,641	\$ 3,221,389

0.00

0.00

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2022 Town Board Designated Funds Breakdown

	<u>Aug-22</u> -	<u>Jul-22</u> =	<u>CHANGE</u>	<u>2022 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	22,094	20,922	1,172	12,717
			<i>+donations-expenses</i>	
Town Admin:Cell Tower/Am Rescue F	576,758	576,758	0	500,099
ZONING (Fire # Project)	40,352	34,352	6,000	0
			<i>+ budget transfer</i>	
LAW ENFORCEMENT:	27,920	18,695	9,225	29,144
			<i>+ budget transfer</i>	
FIRE DEPARTMENT:	94,723	87,655	7,068	47,320
			<i>+ budget transfer,-drone</i>	
AMBULANCE:	51,995	49,690	2,305	38,649
			<i>+fundraising</i>	
ESB RECOVERY FUND (Donations)	600	600	0	601
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	0	0
ESB Insurance Contents	49,016	49,016	0	39,760
AIRPORT EXTENSION/EXPANSION:	8,334	0	8,334	8,334
			<i>+ budget transfer</i>	
MATERIAL RECOVERY FACILITY:	5,000	5,000	0	0
PARKS:	46,003	44,530	1,473	19,357
			<i>-Bench+ donations</i>	
REC CENTER:	52,536	52,536	0	5,494
General Recreation Center, Softball fund				
CEMETERY FUND	11,932	11,932	0	8,942
WINTER TRANSPORTATION FUND:	12,233	12,233	0	16,251
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	106,419	105,973	446	81,486
			<i>+program fees - expenses</i>	
TOTAL DESIGNATED FUNDS:	\$1,713,413	\$1,677,389	36,023	\$808,244

2022 Actuals & Comparisons to 2021 Actuals

Year to Date	August 2022 to Aug 2021	2022	2021	Change 2022 from 2021	UP
REVENUES:		\$2,806,920	\$2,758,792		\$48,128
(excludes Other Financings Sources - borrowing, transferred designated funds)					favorable
All Tax collections (timing)		\$1,877,893	\$1,860,504	\$17,389	
Collection % of Town's tax levy		99.8%	100.0%		
Transportation aids, state funding, Grants		\$129,147	\$103,829	\$25,318	2022 Ambulance new aids
BBTP Campground, shelters, NMV		\$186,820	\$226,189	(\$39,369)	
Airport, Docks & Harbor Fees, revenues		\$110,393	\$105,487	\$4,906	
Zoning Permits, Parking tickets, licenses, Ambulance		\$64,104	\$41,014	\$23,090	
MRF Fees, sales		\$82,674	\$134,288	(\$41,614)	
Misc Revenue		\$8,667	\$9,164	(\$497)	
County & Intermunicipal re-imbursements		\$136,084	\$129,907	\$6,177	
Misc leases, property sales, interest, contributions		\$140,900	\$23,860	\$117,040	

	2022	2021	Change	UP
EXPENDITURES:	\$1,977,733	\$2,873,337		(\$895,604)
(excludes Debt Service (borrowing) & Other Financing Uses)				favorable
General Government	\$396,594	\$374,054	\$22,540	
UP Audit, Accom tax payout, General Government			un-favorable	
DOWN Work Comp & Gen insurance, legal, Personnel & benefits,				
Law Enforcement	\$223,780	\$207,551	\$16,229	
UP Personnel, general & WC insurance, training, legal, vehicle			un-favorable	
DOWN Building expenses, uniforms				
Fire Dept.	\$75,127	\$61,196	\$13,931	
UP: Length of Service, bldg maint/utilities, supplies, training			un-favorable	
DOWN Compensation (timing), fire chief expenses, rescue				
Ambulance Service	\$136,336	\$97,192	\$39,144	
UP Compensation, equipment, supplies, billing, Length of Service			un-favorable	
DOWN Equipment repair, meds, education				
Roads	\$360,900	\$300,862	\$60,038	
UP Roads Labor & benefits, Ice Road & winter trans(\$27,000), fuels (\$11,000), supplies, insurances, parts			un-favorable	
DOWN Unemployment, culvert materials, gravel				
Airport	\$30,208	\$29,103	\$1,105	
UP Town labor, SRE Bldg costs, TV145 maintainance			un-favorable	
DOWN terminal and general maintenance				
DOCK/HARBOR	\$4,563	\$6,180	(\$1,617)	
UP			favorable	
DOWN Maintenance/utilities, town labor				
MRF	\$159,120	\$153,450	\$5,670	
UP Town road crew, Self hauling costs, gen insurance, waste hauling			un-favorable	
DOWN Personnel & insurance, supplies, equip repairs, Recycling hauling/disposals				
Library	\$143,794	\$128,089	\$15,705	
MI Public Library Board handles			un-favorable	
Parks	\$129,494	\$139,716	(\$10,222)	
UP Utilities, insurances, general town labor, vehicle expense			favorable	
DOWN Unemployment (COVID relief timing), general expenses, BBTP expenses				
ZONING & PLANNING/ad hoc COMMITTEES	\$79,622	\$21,310	\$58,312	
UP Zoning: Legal, insurance, Personnel, Planning, general office expenses			un-favorable	
UP Ad hoc committees: Affordable Hsing \$2,500, Energy \$43,600, Arts \$2,400			Grants/funding will out-set quite a bit of these expenses	
DOWN Zoning: General expenses, insurance (timing), unemployment				
Capital Outlays	\$226,727	\$1,320,667	(\$1,093,940)	
DOWN Purchases			favorable	
2022 Gravel Installment	\$31,500	\$31,500		
2022 Law Enforcement Cameras	\$2,790			
2022 Town Hall accounting software	\$14,775			
2022 Roads Equipment	\$113,948			
2022 Town dock Passenger Shelter	\$16,128	\$321		
2022 Town Local Roads	\$10,200	\$52		
2022 Cemetery Shed	\$5,976			
2022 Rec Center Bathrooms remodel	\$20,042	\$1,423		
2022 Waterfront Curve Sidewalk	\$2,300			
2022 MRF Equipment	\$2,444			
2022 BBTP Improvements	\$486			
2021 Town Hall improvements		\$43,473		
2021 MRF Bldg work		\$14,669		
2021 MRF 2004 Int'l Truck		\$54,755		
2021 RDS Equipment		\$10,375		
2021 Ambulance Lighting installed in ambulance		\$2,475		
2021 HAP Dock project		\$145,127		
2021 Library Painting Project		\$4,312		
Capital Before ESB Project	\$220,589	\$308,482		
2022 ESB Site Construction	\$3,292	\$862,372		
2022 ESB Site Architect/Engineering	\$0	\$100,644		
2022 ESB Site Town expenses	\$2,846	\$49,169		
ESB Project	\$6,138	\$1,012,185		

Donations made by Corporations, Businesses:

Through 9/09/2022 receipts

(Other donation may have been through trusts or foundations, just not rec

Library:

4th of July:

Cemetery Chapel:

Fire Department:

Recreation Center:

Sep-22 MI Chamber of Commerce	\$10,000.00
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Parks:

Ambulance:

Fire Dept:

Law Enforcement:

PROPOSED TOWN BOARD BUDGET TIMELINE FOR 2023 BUDGET

DATES	ACTIVITIES
Friday, October 14, 2022	Budget books will be available for the Town Board by 4 p.m.
Monday, October 17, 2022	Town Board Round One budget workshop: Public Works (Roads, Parks, MRF, Airport, Dock, Cemetery), Harbor Commission
Tuesday, October 18, 2022	Town Board Round One budget workshop: Ambulance, Fire, Library, Health Center
Thursday, October 20, 2022	Town Board Round One budget workshop: General Government, Committees (Affordable Housing Advisory Committee, Community Awards Committee, Comprehensive Plan Steering Committee, Energy Committee, Public Arts Committee, Town Plan Commission, Winter Transportation Committee)
Monday, October 24, 2022	Town Board Round One budget workshop: Police; follow-up conversations with departments, committees, commissions as necessary; final instructions to staff
Tuesday, October 25, 2022	Regular Town Board meeting
Tuesday Nov. 1, 2022	Town Board Round Two budget workshop
Thursday Nov. 3, 2022	Town Board Round Two budget workshop
Thursday Nov. 10, 2022	Regular Town Board meeting
Wednesday, November 16, 2022	Town Board must finalize budget
Friday, November 18, 2022	Town Budget must be posted
Monday, December 5, 2022	Town Meeting to finalize levy

DRAFT

RECEIVED

OCT 23 2022

Clerk: dg

MEMO

To: Town Board
From: Michael Kuchta, Town Administrator
Re: Propane pricing
Sept. 27, 2022

Recommendation: Award the propane delivery contract to Midland Services, which is the lowest responsible bidder, with a likely actual price of between \$2.38 and \$2.43 per gallon.

Background:

The uncertainty of how much propane the Town requires in a year makes it difficult to predict the actual value of the delivery contract. However, the value could exceed \$25,000 – the threshold at which, under state law, the Town must award the contract to the lowest “responsible bidder.” We consider both La Pointe Gas Inc. and Midland Services to be responsible bidders, based on their prior service to the Town.

The bidders submitted different price structures: La Pointe Gas bid a flat \$2.60 per gallon; Midland bid \$2.29 per gallon *plus* ferry fees. That difference requires calculating the cost of ferry fees to determine the true cost of Midland’s bid. The conclusion: Midland would have to repeatedly deliver less than 1,290 gallons per trip in order to be more expensive. In reality, a typical delivery would be between 3,000 and 6,000 gallons per trip. Thus, depending on the actual delivery logistics, Midland’s true cost would be \$2.38-\$2.43 per gallon, or at least 17 cents per gallon lower than the bid from La Pointe Gas.

Ferry rates (supplied by Madeline Island Ferry Line):

- Propane truck, shorter than 25 feet: \$65.00 roundtrip
- Propane truck, longer than 25 feet: \$96.00 roundtrip
- Driver/passenger: \$17 per person roundtrip
- Fuel charge: \$0.06 per gallon
- Minimum trip charge: \$400.00 flat rate

Midland high-price scenario

One truck over 25 feet (\$96.00), 2 passengers (\$34.00), 3,000 gallons (\$180.00) = \$310.00. This delivery (or even a delivery smaller than this) would be charged the \$400 flat rate/minimum trip charge. Price per gallon: 13.3 cents

- Bid price \$2.29 per gallon + 13.3 cents per gallon = \$2.43 cents per gallon (rounded up)

Midland mid-price scenario

Two trucks over 25 feet (\$192.00), 2 passengers each (\$68.00), 6,000 gallons (\$360) = \$620.00. Price per gallon: 10.3 cents

- Bid price \$2.29 per gallon + 10.3 cents per gallon = \$2.40 per gallon (rounded up)

Midland low-price scenario

Two trucks less than 25 feet (\$130.00), 1 passenger each (\$34.00), 6,000 gallons (\$360) = \$524.00. Price per gallon: 8.7 cents

- Bid price \$2.29 per gallon + 8.7 cents per gallon = \$2.38 center per gallon (rounded up)

RECEIVED

SEP 28 2022

dg

August 2022 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$347,372.48</u>
<u>Alternative Claims Processed under R#2022-0128</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$4,188.55</u>
Total of All Alternative Claims:	\$351,561.03

RECEIVED
SEP 20 2022

Initial dg

ALTERNATIVE CLAIMS 2022

August 2022

Date	Payable to Who	Check #	Amount	Description
8/2/2022	Dept of Employee Trust Fnd	ETF #2022-09	17,346.66	Sept health insurance
8/11/2022	Oasis P/R#16 2022	EFT#16	48,229.23	P/R#16 Ending 08/11/2022
8/11/2022	Empower/Deferred Comp	EFT#7016	125.00	P/R#16 employee contributions
8/11/2022	Fidelity Payment Center	EFT#07-2022	1,434.21	July Credit card fees
8/11/2022	Deere Credit, Inc.	81386	113,948.33	Purchase of #444 Wheel loader
8/12/2022	WI Dept of Revenue	EFT#441-696	1,886.10	July sales tax collect/calculated
8/17/2022	Bremer Bank	81387	87,365.10	ESB 2019 Loan Pay#2
8/25/2022	Oasis P/R#17 2022	EFT#17	66,210.51	P/R#17 Ending 08/20/2022
8/25/2022	Empower/Deferred Comp	EFT#7017	125.00	P/R#17 employee contributions
8/25/2022	Wisconsin Retirement System	EFT#08-2022	10,702.34	August 2022 Retirement

AUGUST 2022 TOTAL:

\$347,372.48

ALTERNATIVE CLAIMS 2022

August 2022

MI Public Library

"MIPL"

Date	Payable to Who	Check #	Amount	Description
8/16/2022	Library Board approved vouchers		4,188.55	
8/22/2022	Amazon		538.37	Slip&Slide, Freezies, Tennis
' " ""	APG Media of WI/Ashland Daily Press		8.99	Shed publishing
' " ""	Bayfield Hardware		125.37	Sump Pump, soaps
' " ""	Cardmember Services (LS)		528.35	Target DVDs, Tennis Racke
' " ""	Dooley, Christopher		720.00	Tennis Lessons Contract P
' " ""	New York Times		80.00	Subscription
' " ""	Northwoods Forager		2,000.00	Program contract partial
' " ""	Norvado, Inc.		187.47	August phones, fax, DSL

AUGUST 2022 TOTAL:

\$4,188.55

0.00

MI Public Library Board approved

TB 5 Michael, Barb
Micaela, public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY SEPTEMBER 13, 2022
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne
Public Present: Charley Brummer, Susi Saxl, Susan Garetz, Peg Bertel, Charlie Bertel, Susan Sabre, Rachel Rosen
Called to Order: 5:30pm

I. Public Comment A*: Rachel Rosen introduced herself as the applicant for the Affordable Housing Committee.

II. Open Bids/ Proposals

- A. Housing Needs Assessment/ Market Study "RFP 22-03": Three proposals received:
 - 1. Redevelopment Resources for \$24,000.
 - 2. Maxfield Research Inc for \$13,149.
 - 3. Tracy Cross & Associates Inc for \$26,750.
- B. Purchase and Delivery of Propane/ Liquefied Petroleum Gas: Two bids received. One from Midland Services Inc. for \$2.29/ gallon plus ferry fees. The second from La Pointe Gas for \$2.60/ gallon.

III. Administrative Reports

- A. Town Administrator's Report: Report prepared and presented by Michael Kuchta. Discussion on working with a collection agency for some ambulance billing as well as possibly looking for a new Town Attorney or a supplemental Attorney.
- B. Public Works Director's Report: August report prepared by Ben Schram. Town Dock issues are being researched. Rec Center Bathrooms are up and running!
- C. MRF Supervisor's Report: August report prepared by Martin Curry.
- D. Airport Manager's Report & Checklist: August report prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: Report prepared by Ed Schaffer for August 2022.
- F. Accounting Administrator's Report: August report prepared by Barb Nelson.
- G. Police Chief's Report: August report prepared by William Defoe.
- H. Fire Chief's Report: August Report prepared by Rick Reichkitzer.
- I. Ambulance Director's Report: August report prepared by Cindy Dalzell.

IV. Public Works

- A. Roads, Dock and Harbor: nothing at this time.
- B. Parks
 - 1. Request for Appeal: Apostle Islands Kayaks- Grant or Deny Request: the Commercial Use Permit was revoked according to ordinance violations. Letters were sent to Apostle Islands Kayaks/ Ed Kale with no response; he

claims he did not receive them. Motion to deny the request to hear an appeal because the request was received after the deadline, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

2. Contract with Cooper Engineering: Big Bay Town Park Accessibility Study: Motion to approve the contract for \$33,410, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

V. Committees

A. Planning and Zoning: None

B. Community Awards Committee

1. Community Awards Presentations: The presentations were scheduled for the Fourth of July but were cancelled due to rain. The 2021 Community Appreciation Award was presented to the Madeline Island Community Garden. The 2021 Hall of Fame Award was presented to Peg Bertel.

C. Affordable Housing Committee

1. Appoint Member to Committee for Term Ending 8/31/2023: Motion to appoint Rachel Rosen to the committee, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

D. Comprehensive Plan Steering Committee

1. Request to Convene Forum with Bad River, Red Cliff Leadership: The Town Board would possibly like to do this instead of the committee. Motion to table for now, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VI. Town Hall Administration

A. Grant Updates: Waiting to hear on the BIL funding for the roads. The Fire and Ambulance Departments received a grant with a 10% match (regional grant) for new radios.

B. 2022 Equalized Value Report from the State of Wisconsin Department of Revenue: Though there is no official notice yet, it looks as if the Town will have to do a full revaluation in the next five years.

C. Agenda Policy Updates: Committee Minutes added to the second meeting of the month. Motion to approve the updated policy, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

D. Special Event Permit: Madeline Island Marathon- May 20, 2023: Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

E. Special Event Permit: Treaty Day September 30 – October 2, 2022: Motion to approve the permit and allow up to 15 tents for overnight camping at the Rec Center, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

F. Special Event Permit: Fall Fest- October 22, 2022: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

G. Payroll Position Job Description and Posting: Motion to approve, the posting and job description for Payroll Coordinator, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

Motion to move items VI. H. and I. to after item XI., S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve vouchers in the amount of \$116,553.93, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Regular Town Board Meeting August 23, 2022: Motion to approve with one typo correction in item V. H. (party not parts), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

IX. Emergency Services

A. Police Department

1. Ashland County Law Enforcement Agreement: Town Police Budgets have been sent to the county for review.

B. Fire Department

1. Contract with Custom Fire for New Fire Engine: Motion to approve the contract for \$769,659.57 with the first \$223,442.00 due for the chassis, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

C. Updates on Construction and Warranty Work at the Emergency Services Building: Payment for the old air compressor has not been received yet.

X. Public Comment B:** Peg Bertel asked for clarification on Accommodations tax.

XI. Liquor & Operators' Licenses

A. Temporary Class "B" License

1. Madeline Island Historical Preservation Association, September 17, 2022 at the Rec Center (rain date 9/18/22): Motion to approve (with possible rain date any one day between 9/18/22 and 9/27/22), A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

B. Operator's Licenses

1. Molly Sullivan

2. Cora Baxter

Motion to approve both licenses, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

Motion to go into closed session as posted for items VI. H., VI. I. and XII. A., S. Brenna/ J. Carlson, 5 Ayes, by roll call vote, Motion Carried. 6:21pm.

Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. 7:11pm.

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. If the Town goes into closed session, it will reconvene in open session before adjourning

VI. Town Hall Administration

H. Discuss Possible Real Estate Transaction: No action.

I. Discuss Interest in Acquisition of Assets and/or Property: There will be an informational Special Town Board Meeting on September 20, 2022, at 6:00pm at the Emergency Services Building to provide information on establishing a Harbor

Commission to look in to the possibility of acquiring the Madeline Island Ferry Line.

XII. Lawsuits & Legal Issues

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

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 to 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.

No Action.

XIII. New Agenda Items for Future Meetings: STBM 9/20/22 6:00pm Informational meeting on Harbor Commission and possibility of acquiring the Madeline Island Ferry Line.

XIV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:14pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

TBS Michael, Barb,
Micaela, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
TUESDAY SEPTEMBER 20, 2022
6:00pm at the Emergency Services Building/ Zoom
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

Public Present: 60 members of the public attended in person, 75 members of the public via Zoom

1. Call to order: 6:00pm
2. Presentation/ Introduction of information to establish a Harbor Commission and explore the possibility of acquiring the Madeline Island Ferry Line:
Chair Glenn Carlson began with an overview – the Town is considering the purchase of the Madeline Island Ferry Line (MIFL) and thus establishing a harbor commission because the families that currently own MIFL need a succession plan, other private owners may not have the townspeople in their best interest, and it is a lifeline for the Island.
Town Administrator Michael Kuchta gave a presentation on the information: The Harbor Commission would acquire the Ferry Line, not the Town; the Commission will likely be 5 or 7 members, members must have been a La Pointe resident for at least 3 years, a qualified elector and not owe any debts to the town. Finances are still being explored, and the purchase will only happen if it makes sense to do so, the Town could just be a 51% owner or buy just some assets/ property from MIFL. Borrowing will need to happen to cover costs, options include revenue bonds, general obligation bonds, state trust fund loans, or bank loans. There will be lawyers involved including a maritime lawyer. If the purchase goes through, operations could be contracted out, the town could run it, or the Town could lease it all out.
3. Discussion / Questions/ Public Comment on the same topic: Clerk Montagne read a comment from the Madeline Island Ferry Line Board of Directors stating they are in favor of the Town's possible acquisition of the Ferry Line and will provide information necessary to see if it is feasible.
Comments/ discussion on the make up of the Harbor Commission: maybe financial background, critical thinking skills, there could possibly be an advisory committee to the commission for those who do not meet the commission requirements.
Other Islands with Ferries may be helpful to see how they do it.
The Harbor Commission will not deal with winter transportation or Windsleds.
If a private entity is interested, they could outbid the Town, but the Town still owes the Town dock, so maybe negotiate.
Discussion on if the Town owns MIFL- can there be better rates or discounts or passes for residents? Can the Townspeople have a say in schedule?

4. Application for Harbor Commission: Motion to approve the application with the deadline of September 30, 2022, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
The Town Board will hopefully have the Commission in place by mid-October. No timeline on the actual purchase.
5. Adjourn: Motion to adjourn, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried. Adjourned at 7:02pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT