

MEMO

To: Town Board

From: Michael Kuchta

Re: Town Administrator's Report

DATES COVERED IN REPORT: Sept. 23-Oct. 7, 2022

1. Coming Up

- **Harbor Commission.** First meeting: Oct. 13, 5:30 p.m., Town Hall
- **Budget Workshops.** Oct. 17, 18, 20, 24: 5:15 p.m. Town Hall
- **Big Bay Town Park Accessibility Study.** Cooper Engineering plans an on-site visit on Oct. 18.

2. Town Board Agenda – Information/Comments

- **Change orders 7, 8, 9 with Angelo Luppino.** Because of the contractor's unpredictable schedule, Town crews' other responsibilities during the summer, and delays in delivery of key items that affected the order of construction, Parks made on-the-ground decision to let the Luppino crew handle certain installations that had been designated as the Town's responsibility in the contract. The contractor, however, did not provide these official change orders until well after the fact. There are sufficient funds in the Rec Center account (#57630-00) to cover this additional \$5,099 in payments.
- **Harbor Commission.** Barb Nelson and I propose setting up the commission with seed money using the remaining undesignated funds from the Mattingly settlement – approximately \$47,000. As required in Section 30.38 (13), Harbor Commission finances will be operated through a designated fund. Among decisions the Town Board will have to make:
 - Whether start-up funds are a grant or a loan, and whether to charge interest.
 - Where to pull future funds if the commission needs additional financial support. Section 30.38 (14) seems to indicate that the commission can have its own tax levy; I am waiting for an answer from legal counsel about conditions upon and timing requirements for that kind of levy.
 - Setting standards on how much time existing Town staff can dedicate to Harbor Commission activities. *See Section 30.38 (2)*
- **Public Arts Committee.** Committee members voted to recommend these appointments at their Oct. 5 meeting.
- **Contract with Midland Services.** This propane contract formalizes the bid you accepted on Sept. 27.
- **ESB.** Nothing new to report. Wendel is still researching who should have been responsible for hooking up the Metasys building automation system. Checks for replacing the failed compressor still have not arrived from Wendel or Brown.

3. Follow Up on Previous/Ongoing Projects

- **Auction of surplus Town property.** Public Works posted the approved items on the Wisconsin Surplus Online Auction site and on fliers around town. Bids are due by Oct. 16. View listings at: <https://tinyurl.com/3eckmjmy>.
- **Community Awards Committee.** Members hold their first meeting on Oct. 19.

- **Comprehensive Plan Steering Committee.** Committee members led a forum on Sept. 26 to capture feedback from younger island workers. A dozen residents attended the forum; 75 filled out a questionnaire beforehand. The committee also received the first in-depth analysis from Northland College about key findings, themes, priorities, and preferences reflected in the community survey and first round of community forums. Committee members are now fine-tuning the mission, vision and values statements to guide the Plan's recommendations, and building out the framework in which to organize recommendations and action steps.

4. Grant Report

- **Compeer Financial.** The Ambulance Service will not receive an award in this grant cycle.
- **Wisconsin Coastal Management.** The first quarterly report was filed for the Big Bay Town Park feasibility study.

September 2022 Public Works Report

Roads

- With some nice stretches of cool, dry weather, road improvements on North Shore Road in the Steamboat Point area took place and included two culvert replacements and substantial ditching. Ditching will continue along Schoolhouse Road if the weather allows, and more culvert replacements are planned on Chippewa Trail, and further south on North Shore Road. The crew is very grateful to have Dave Cook assisting and/or driving dump trucks as the MRF season slows down and road work picks up.
- The Town did not receive BIL funding for repaving South Shore and Mondamin, but WAS awarded Hagen Road. I am bummed and at the same time very thankful, as 80/20 funding for any paving at all is a tremendous opportunity. We look forward to more information from the DOT regarding an actual timeline. I hope to use the engineering plans for the south end roads in the next LRIP funding cycle through the State.
- The Road crew assisted Ashland County Hwy. Dept. a few times this month, due to increased beaver activity causing culvert blockages towards the north end. We will continue to monitor, as ripping out their efforts has helped water flow, but the beavers will likely need to be relocated.

Parks

- Next month, Michael, Ray, and I will meet with Cooper Engineering at Big Bay Town Park to go over ideas regarding beach access and a wider bridge over the lagoon outlet. This is not the first time, but the increase in Park visitors in the past five years is going to make some degree of improved access inevitable.
- The projected date for shutting down BBTP is Monday, October 24th.
- Thankfully the Rec Center bathrooms are fully open, yet the building's systems are not yet fully operational. I am doing all that I can do with the General Contractor, who is frustrated as well.

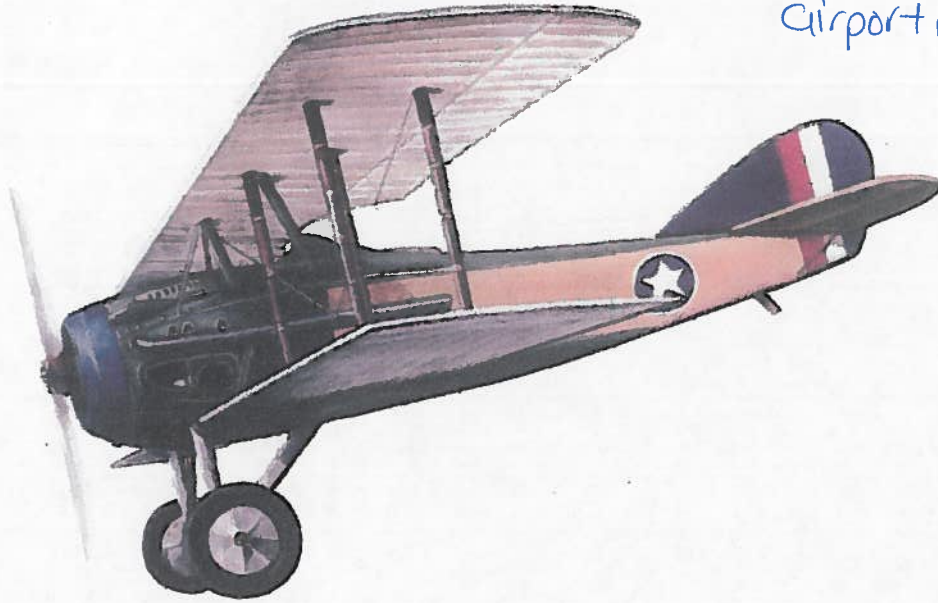
Misc./Admin.

- Ray and Evans assembled the MI Library's outdoor classroom and did a fantastic job. It will be a great addition to the learning campus around the school/library area.
- The MRF received its brand-new recycling dedicated Kubota skidsteer!
- I have spent most of the end of September working on the various Public Works budgets. The entire crew has done a tremendous job completing multiple projects this year, and I am happy to announce NO capital improvement projects for 2023, as we will focus on taking care of what we have.

Happy Fall,
Respectfully submitted,
Ben Schram, Public Works Director

RECEIVED
SEP 29 2022
Initial: dg

(5)TB,TA,AA, Clerk, PWD,
Airport, Public



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 10/02/22

Re: Monthly report for September 2022

During the month of September our airport was issue free !

In preparation for a gubernatorial visit I spent time on the phone and in person with the state patrol.

Attached are logs / checklists

Thanks !

Paul

COVER + 7

RECEIVED
OCT 3 2022

Initial. *dg*

Sept 2022 traffic count

Drop box receipts \$185.⁰⁰

9/01	N55RY	9/11	N424LL
9/01	N346BA	9/12	N5601A
9/01	N9590M	9/12	N5193E
9/02	N3506Y	9/13	N8868U
9/02	N200NW	9/13	N200NW
9/03	N69MW	9/15	N363DS
9/03	N8113B	9/15	N89523
9/04	N555BT	9/15	N363DS
9/04	N325JT	9/15	N192AF
9/05	N4162R	9/16	N200NW
9/05	N6445T	9/18	N104FM
9/05	N3445J	9/19	N9761X
9/05	N6296V	9/19	N4532X
9/06	N363DS	9/20	N363DS
9/07	N644ST	9/20	N206BY
9/07	N363DS	9/20	N346BA
9/07	N413J	9/20	N2068Y
9/08	N192AF	9/21	N346BA
9/08	N7385X	9/23	N66MM
9/10	N747WM	9/23	N6106B
9/10	N9710T	9/23	N208WF
9/10	N5308T	9/23	N200NW
9/10	N180CT	9/24	N737YU
9/10	N747WM	9/25	N784BG
9/10	N200NW	9/25	N1126C
9/10	N79843	9/28	N7671B
9/10	N9710T	9/28	N192AF
9/10	N5308T	9/28	N784BG
9/11	N122WR	9/29	N346BA
9/11	N55423	9/30	N6496J

(1)

9/30 N7970P
9/30 N200NW
9/36 N36305

additional traffic see
terminal sign in

(2)

Run

1 total records

Available Reports

- Civil Airport Coordination Report
- Civil Airport NOTAM Report
- xTFRcount

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	09/01/2022
Date Range (End)	09/30/2022

Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	Orga
65404686	09/019	IGRB 09/019 4R5 RWY 04/22 W/P GRASS CUTTING ADJ 2209021613...	4R5	Paul	airport@to...	

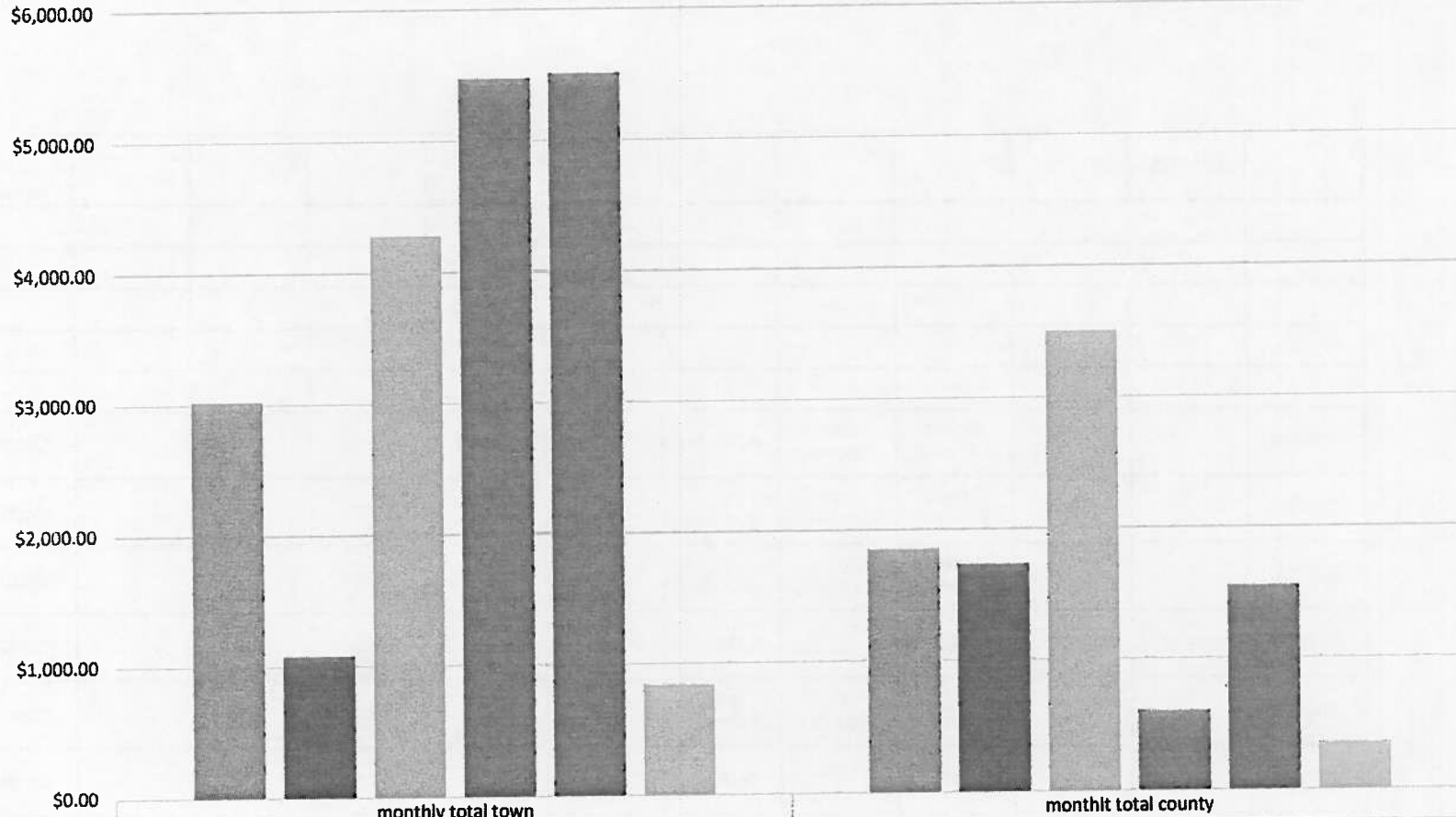
9/22 NOTAM

Zoning Report 10/1/2022

TB(5) TPC(5) Clerk (1) TA (1) Asst. Clerk (1)

september											
9/6/2022		8747		Winona LaDuke	456	Middle Rd.	014-00191-0111	Composting toilet		\$175.00	9/6/2022
9/6/2022			2022-64	Winona LaDuke	401	middle rd	014-00191-0210	camper	\$75.00		9/6/2022
9/13/2022			2022-65	Justin Williams	451	Mondamin Trail	014-00206-2143	Permit extention	\$50.00		9/13/2022
9/20/2022		8748	2022-66	Robert VAA	987	Whitefish st	014-00478-0100	addition	\$98.75	\$175.00	9/20/2022
9/27/2022			2022-67	Sam Dahlin		north shore Rd.	014-00088-0200	Driveway extention	\$50.00		9/27/2022
9/29/2022			2022-68	Kristen Shulze	2141	north shore rd	014-00070-0230	accessory building	\$330.00		9/29/2022
9/29/2022			2022-69	Joe Noha	1992	Big Bay Rd	014-00085-0100	accessory building	\$231.75		9/29/2022
Totals for year									\$20,207.00	\$9,585.00	

permits



	monthly total town	monthit total county
■ january	\$3,025.00	\$1,850.00
■ may	\$1,077.00	\$1,730.00
■ june	\$4,285.50	\$3,505.00
■ july	\$5,474.00	\$600.00
■ august	\$5,510.00	\$1,550.00
■ september	\$835.50	\$350.00

■ january ■ may ■ june ■ july ■ august ■ september

REVENUES TO DATE 10/5/2021 for comparison to this year.

County:	\$14,300.00
County refund to AT&T	(3,000.00)
Total County	11,900.00
Town:	6,377.25
CSM (Town) 7 @ 250.00	1,500.00

TOTAL \$19,777.25 (Last month's total failed to subtract AT&T refund from the County Zoning Department)

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	
TOTAL	\$16,500.00

Revenues to date 10/4/2022

Permits to date: 101

County 32 \$9585

Town 69 \$17957

Total Permit Revenue \$27542

Town Revenue

Permits: \$17957

CSM (\$250 each)	\$750.00
CUP (\$750 each)	\$1500.00
Total	\$20207.00

2022 Rental Permits

Rentals by owner	71	\$12370
Rentals by Madeline Island Vacation	42	\$7280
Rentals by The Inn on Madeline Island	20	\$4650
Total rental properties	131	
Total Revenue		\$24240

Four of the properties paid quadruple the fees @ \$600 apiece. Only one property on the rental list is without a permit. All the letters sent to this person have been returned. There is no evidence of activity on the property. 14 of the properties on the rental list are either not renting or sold.

Charlie Meech has called to be on the agenda to discuss his CUP. After consulting with the attorney, I was informed that he can no longer try to have changes made to that CUP.

Evan Erickson CSM will require a zoning map change to make the new part of his property useful to him. The new part of his property is in Zone G-1 and cannot be built on. This can be done with a resolution from the TPC see section 11.0-section 11.3 of our ordinance.

I am still doing online classes to learn the programs I am working with.

Ed Schaffer Zoning administrator

ACCOUNTING ADMINISTRATOR'S REPORT

October 2022

10/05/2022

1. FINANCIALS:

a. 2022-2023 Budget:

1. Department budgets have been on the shared drive for the dept. heads to work on. I look at them every evening to answer any questions, update information, etc.
2. Michael has done a quick calculation of the WI Dept of Revenue's (WI DOR) allowable tax levy and will insert that figure into the budget sheets.

b. Grants:

1. Recycling: Marty completed and submitted the Town's Responsible Unit Grant (RUG) application for 2023 by the September 30th, 2022 deadline. This grant application reflects what budgetary recycling expenses and revenues are expected for 2023.
2. Airport CARES: The first reimbursement request for airport expenses relating to the three grants has been compiled and sent to the WI Bureau of Aeronautics (WI BOA). They are reviewing it before I go any further on getting documentation needed.

c. County Library Exemption resolution: This is annual resolution which reflects that the Town spends more in the town's budget for library services as opposed to what the Town's share of the Ashland County Library budget would be, thereby exempting the Town's from the County Library levy. I have notified Ashland County that this resolution will be coming.

d. Billings:

1. Ashland County:
 1. 3rd Qtr. Town maintenance to County H will be billed after this payroll
 2. 4th Qtr. Police & Squad Car Budget for 2022 was billed
 3. 3rd Qtr. budget request for Zoning for 2022 was billed
2. September MRF and misc. billings have been done and sent out.

e. 2022 Budget:

1. Budget amendment #4 is being drafted for some un-budgeted expenditures being done and shifting of funds to pay for these items, as well as moving fund transfers that won't be done and 2022 purchases and committee budget balances into designated funds for use in 2023. I'll need to include funding decisions for the Harbor Commission.

f. 2021 Audit: 2021 year-end adjusting entries were made, but some accounts don't match what Baker Tilly has, so they are looking at the variance. Once the town's software year-end balances match Baker Tilly's, we can upload the balances to the new software program.

g. Accounting Software:

1. General: This an on-going process for new accounts mapped for the debt service and designated funds. The designated fund accounts originally were set as department totals, but didn't provide individual designated funds transactions and balances. Once I have the accounts mapped and programmed in, recoding the entries can hopefully be done. Baker Tilly reviewed and has approved the accounting plan.
2. Misc billing: The set-up to utilize the misc billing module is still being done. The module needs more planning and information set-up than I originally anticipated, but should work great when finalized. It will tie in with receipting and the General Ledger.
3. Fixed Assets: I think most of the planning and mapping setup has been done and the entering of 2022 purchases has begun.

Respectfully submitted,

Barb Nelson

Accounting Administrator/Deputy Clerk

RECEIVED
OCT 5 2022

Initial: dg



(5) TB, TA, AA Clerk, Public
LA POINTE POLICE DEPARTMENT
MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

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

To: Town Board
From: William Defoe
Date: 10/5/2022
Re: Monthly Police Report for October 2022

During the month of August 2022, the La Pointe Police issued the following:

- 4 Parking Citations
- 9 Traffic Citations
- 0 Ordinance Citations
- 0 Arrests transported off island

Once we got after Labor Day, we hit a slow down in calls for service, I started working on budget items and getting officers to trainings. Weekends are still rather busy, and we expect them to be until after Thanksgiving. Apple fest weekend is upon as of this writing, it is amazing to me that we are already here, budget season, football season. Where did summer go?

I think we are all in awe of the great work Wild Instincts have done with the fox that Officer Jon set the trap out for and caught in August. In the name of public health and safety, something had to be done, and those that stepped up to take the fox to Wild Instincts are greatly appreciated, we did not think the fox would survive.

Two of us attended bi-annual mandatory Emergency Vehicle Operations Course/Pursuit training, we have one more to get this training before June 1, we are working on a local class, but we may have to send him away.

I have one officer scheduled for training in November, and we are working on next year's training for everyone else.

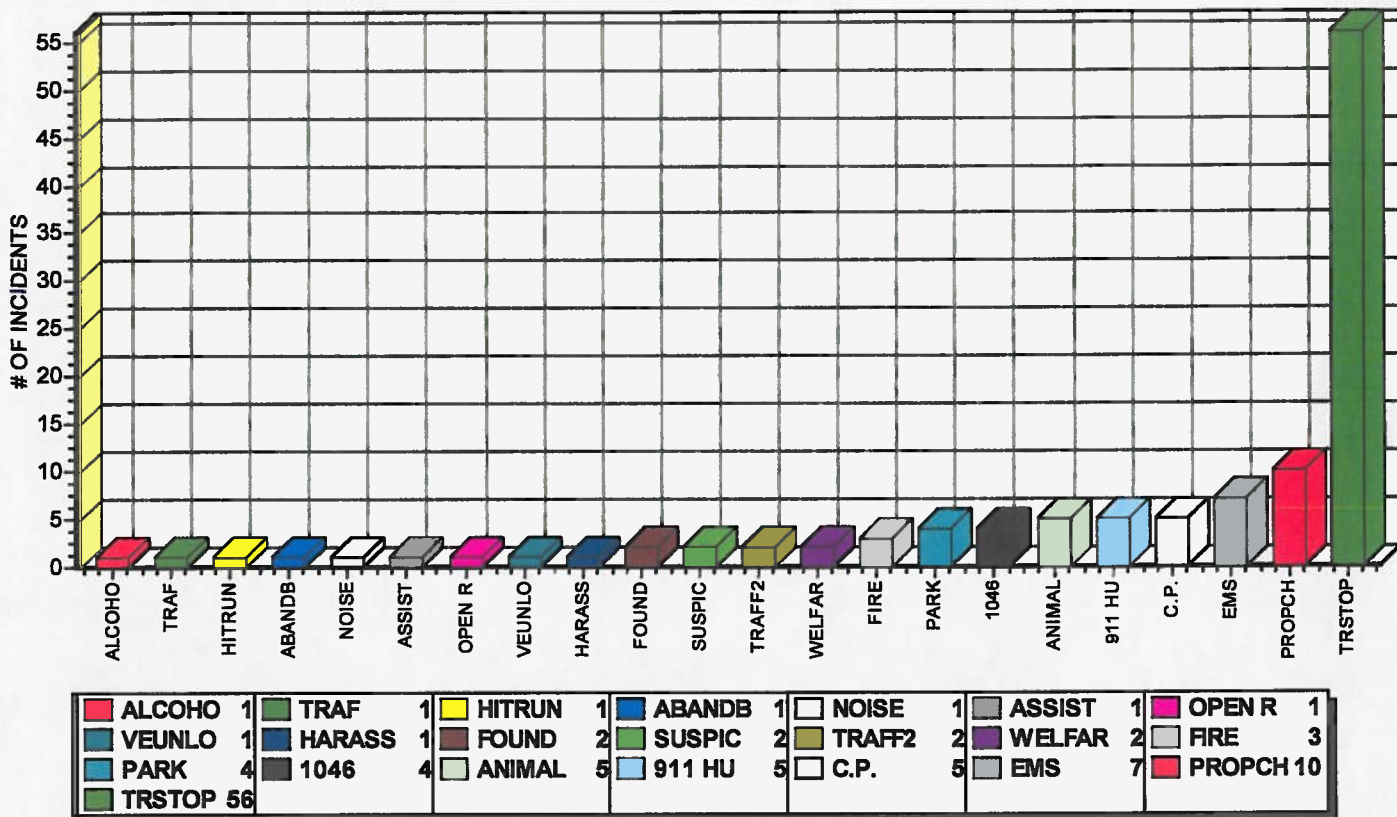
We have ordered a new Dodge Durango Pursuit model, after all the problems we have had (as well as other departments have had) with the Ford Product, I feel this is a better choice for us. I purchased an extra set of rims for the patrol truck, we are going to be using snow tires on the truck this winter to better respond to incidents during weather events and on ice.

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

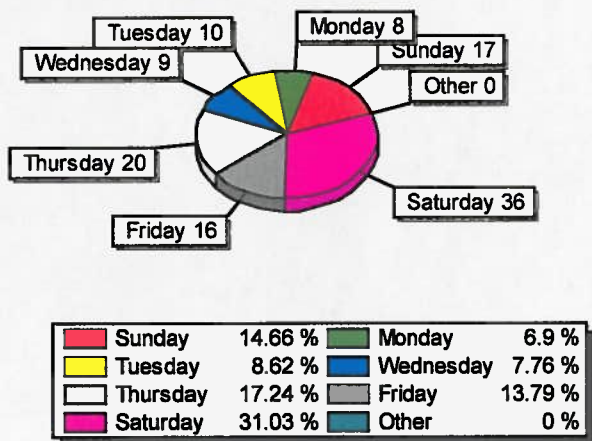
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OCT 6 2022

initial: dg

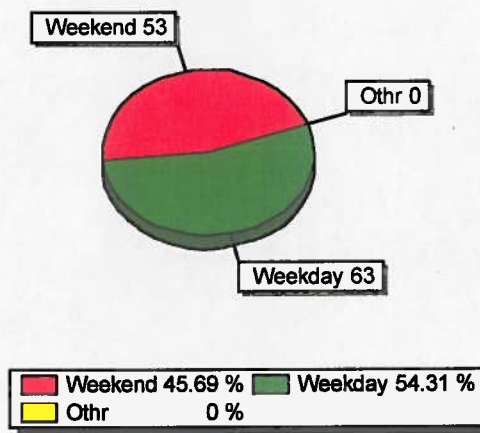
Incident Frequency by TYPE (Top 22 of 22 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-22-00001')
 (LOGNUM <= 'A4-22-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('9/1/2022','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('9/30/2022','MM/DD/YYYY'))

Fire Department Report

September was another busy month. Not so much for calls but with training and equipment maintenance.

The monthly training was pumping/spraying water, involving water shuttle with all the tankers. We filled the community garden pond while running a pumper-to-pumper scenario on a driveway located at Miller Farm Road. Engine 7 staged directly on Miller Farm Road and supplied water to Engine 2 that was 150 yards into a small driveway. Engine 2 basically acted as a manifold to direct water to hose lines. Supply ponds for Engine 7 were filled by tenders (tankers). We do this at least once a year, as this is a fully rounded training that involves many aspects:

1. getting water down typical island driveways that our larger equipment shouldn't attempt travel.
2. water shuttle into portable ponds to supply thousands of gallons of water from truck to truck to a working fire.
3. portable trailer pump operation from our many water sources:
 - a. marina dry hydrant (this training)
 - b. dry hydrant at pond On Umbrage Road.
 - c. directly from Lake Superior into tankers.
 - d. in a pinch, hydrants on Mondamin Trail and Bob Hartzell's newly acquired water system.
4. radio communication with numerous apparatus and personnel.
5. incident command
6. safety and accountability system.

This training went well.

We now have a certified dive/rescue team on the La Pointe fire department. Congratulations to them and we will continue with diligence to get them properly geared up and dive into their surface support (pun intended). Many options have surfaced with having a vessel available to get them on scene. This is definitely part of the bigger picture, as it pertains to our near-shore rescue program. We will keep the Board and administration up to speed as this unfolds. Zach Montagne is to be voted in as a team leader/officer for his accepting these challenges and overseeing this entire program. Very proud of the hard work and commitment put forth to make this happen in very little time.

All apparatus received a clean bill of health from Steve Adamski and Big Water Apparatus. Both engines/pumpers have passed their yearly pump/waterflow testing. Engine 2 needed and recieved a new radiator and rear axle parts and is back in good health.

Till next month, be safe and careful when firing up your home heating systems. Yearly professional servicing highly recommended.

Chief Reichkitzer

RECEIVED

DEC 6 2022

Initial: dg

Madeline Island Ambulance Service Report

September 30, 2022

We have had nine runs in late August and September. It remains busy and our crew is getting smaller. We have one EMT on leave and one on vacation for about six weeks. So, our budget request will have some ideas of how to increase our staff using existing town employees and police officers.

The hospital is keeping a mask protocol for patients and staff. We will continue to follow their protocol. We do ask each patient what their vaccination status is to help protect our crew. I am waiting for our medical director to change protocols.

We are hoping that our newest police officer agrees to take the EMT class. I have a few other new candidates that I am working on.

At our last meeting we agreed to spend the ACT 102 extra funds from the American Rescue Plan on completing our EKG training and acquiring the necessary equipment. The balance we are working on a way to save for a new box ambulance to replace our oldest rig. I have quotes from Pomasol Demers that I plan to put into the capital equipment plan. The new rigs have a lot of new safety features and technical improvements, including things like air purification, that our old rig does not have.

Sarah has just ordered jackets for four of our EMTs. Alan lost his in the fire but the new EMTs that have been on the service for over a year will be getting theirs. It is in the current budget.

Another item in the budget is a maintenance contract for our Stryker equipment, which amounts to an investment of around \$120,000. The contract is discounted at 20 percent since we are members of the Bayfield Ashland County EMS Council. The total will be \$7,988 per year. I will fill out a purchase order to be on the agenda for the next town board meeting.

Budget work is on-going and my first draft is complete. I will go over it again before it is due on October 7th.

There is a lot of discussion going on with the grant we received for new radios. There is talk of Ashland and Bayfield counties going to a joint dispatch. We have a council meeting next Thursday evening and there should be more news about that at the meeting.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

RECEIVED
OCT 5 2022

Initial: dg

**ADDITIONAL WORK AUTHORIZATION
ANGELO LUPPINO INC.**

General Contractor

PO Box 100

Iron Belt, WI 54536

(715) 561-4906 ~ Fax (715) 561-4338

aluppinoinc@yahoo.com

**CHANGE ORDER
9**

Town of La Pointe		715-747-6855	10/4/2022
PO Box 270 - 240 Big Bay Road		Recreation Center Restrooms	
La Pointe, WI 54850		La Pointe, WI	
EXISTING CONTRACT NUMBER	DATE OF EXISTING CONTRACT	Attn: Ben/ Mark/Ray	RC/RN

You are authorized to perform the following specifically described additional work:

Item #8 Town of LaPointe employees to install bathroom accessories	
Deduct of (\$1100.00) CANCELLED	
Luppino's installed grab bars and baby changing tables	\$634.00

ADDITION FOR WORK ABOVE: \$634.00

ADDITIONAL "WORKING" DAYS NEEDED FOR THE ABOVE WORK IS: DAYS

LEAD TIME: DAYS

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorized Signature _____

OWNER SIGNATURE

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature Richard J. Cunneen Date 10-4-2022

AUTHORIZED SIGNATURE

THIS IS CHANGE ORDER NO. 9

Date: October 6, 2022
To: Town Board
From: Dorgene Goetsch
Clerical Assistant
RE: Public Arts Committee appointments, term ending 7/31/2023.

Applications were received from Barbara With and Madeline Rupp to serve on the Public Arts Committee.

- The Public Arts Committee made a recommendation at their 10/5/22 meeting to appoint Barb & Madeline to this committee.
- Neither applicant has any outstanding debts owed to the Town.

Supporting document are attached.

Thank You,

Dorgene

Current Members:
PUBLIC ARTS COMMITTEE

Committee formed at June 26, 2018 Town Board Meeting.

8 Members appointed at September 11, 2018 Town Board Meeting.

**Bylaw approved at January 9, 2019 Public Arts Committee Meeting and
January 22, 2019 Town Board Meeting**

Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

MEMBER:

Robin Trinko Russell
Mary Atmore, Chair
Peg Bertel, Vice-Chair
Susan Sabre, Chair
Sally Brown

TERM EXPIRES:

July 31, 2023
July 31, 2023
July 31, 2024
July 31, 2024
July 31, 2024



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

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

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

- Affordable Housing Advisory Committee
Election Board *
Madeline Island Public Library Board
Town Plan Commission*
Zoning Board of Appeals *
Board of Review (alternate)*
Energy Committee
Public Arts Committee
Winter Transportation Committee
Other:

*Members receive compensation for meeting attendance
** Members receive monthly compensation

2. Personal Information

Name (please print) Madeline Rupp
Mailing Address 1161 Middle Road, La Pointe WI P.O. Box 281

Phone (Primary) Phone (Other) Email Address

Town Resident? Full time [checked] Seasonal Other

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

If yes, what boards or committees?

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

I would like to be creatively and civically engaged in my new community - and the public arts committee is a wonderful way to marry those goals. I would love to be a part of bringing more public art to the Island.

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

I have experience in a few areas that would be an asset to the committee. As a resident of St. Paul, I frequently participated and volunteered in many events and projects with Public Art St. Paul. These experiences taught me about selecting and executing successful public art projects. In college I studied social justice, English and Education, which has given me a

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

Print Name Madeline Rupp

Signature Madeline Rupp

Date 10/5/22

RECEIVED 10/16/2022

Initial: dj

unique lens into the intersection of art, language and our social systems. This lead me into learning in-depth about digital media communication. I know how to build websites, manage social media and create educational and communication material with an acute awareness of multiple audiences. Lastly, I consider myself a highly organized and creative person. I am happiest while coming up with new ideas, organizing plans and working on projects. I think I could bring these talents and more to the Public Art Committee.



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

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

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

- Affordable Housing Advisory Committee
Election Board *
Madeline Island Public Library Board
Town Plan Commission *
Zoning Board of Appeals *
Board of Review (alternate)*
Energy Committee
Public Arts Committee
Winter Transportation Committee
Other:

*Members receive compensation for meeting attendance
** Members receive monthly compensation

2. Personal Information

Barbara With
Name (please print)

PO Box 133 LP 54850
Mailing Address

Phone (Primary) Phone (Other) Email Address

Town Resident? Full time [X] Seasonal Other

RECEIVED
SEP 21 2022

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

If yes, what boards or committees?

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

I am an artist, as well as Business Administrator for LPC for The Arts, so I have been indirectly

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

extensive experience with administering and leading Boards - Artist - 17 year resident, 45 years here. Good relationship with Tribes - Reliable, fun creative!

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

[Signature]
Print Name

Barbara With
Signature

9/21/22
Date

Supporting the committee, Now is the
time to step up and serve!

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 Midland Services (the "Contractor").

RECITALS

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

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

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

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

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

Such services will be provided at:

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

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

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

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

2. **Payment.** In exchange for the Contractor providing the Town with the purchase, delivery and fill of liquefied petroleum gas, the Town will pay the Contractor the sum of \$2.29 per gallon, plus documented ferry fees not to exceed 14 cents per gallon. The same rates will apply if new facilities are added during the length of the contract. No additional fees – such as hazmat fees, inspection fees, surcharges, or disposal fees – will be paid by the Town. Upon mutual agreement, the rate for ferry fees may be adjusted if Madeline Island Ferry Line changes rates in 2023.

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

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

3. **Dates of Service.** The services provided for herein shall be provided between October 1, 2022 and September 30, 2023. This term may be extended by written agreement of the Town and Contractor if the rate is either equal to or less than the contracted rate.

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

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

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

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

7. **Warranty.** The Contractor warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Town:

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

To the Contractor:

Chase Olby
Midland Services
220 3rd Ave. West
Ashland, WI 54806

TB Michael, Bash,
Micaela. public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY SEPTEMBER 27, 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, Roads Crew Evan Erickson, Elected Clerk Micaela Montagne
Called to Order: 5:30pm

I. Public Comment A*: None.

II. Administrative Reports

A. Town Administrator's Report: Report prepared and presented by Michael Kuchta placed on file by Unanimous Consent.

III. Public Works

A. Roads, Dock, Harbor

1. Place Designated Town Items/Property Up for Auction: Many items going up for auction on the Wisconsin Surplus website from small items like wire and tires to large items like a dump truck, old tractor, grader retriever, skid steer, dual axel trailer. Motion to approve putting the items up for auction, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

B. Parks

1. Contract Amendment with Cooper Engineering for Big Bay Town Park Study: Language changes by Cooper Engineering to be more inline with an engineering contract. Motion to approve, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning: Nothing at this time.

B. Community Awards Committee

1. Appoint Community Awards Committee Members for 2022: Chair G. Carlson appoints Robin Trinko Russell, Marilyn Hartig, and Charley Bertel as the Community Awards Committee members for 2022. Motion to approve the appointments, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

C. Affordable Housing Advisory Committee

1. \$1,000 Grant from Michael Madeline Island Fund for Needs Assessment / Market Analysis: Motion to accept both grants, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

2. \$3,000 Grant from Grutzner Madeline Island Fund for Needs Assessment / Market Analysis: Approved with the previous motion.

D. Committee Minutes: Discussion on having committees get Town Board approval if they intend acquire attorney fees by having Town Administrator M. Kuchta contact attorneys for information. Otherwise, committees will need to have the

attorney fees come out of their committee budget. More discussion to come at budget workshops.

V. Town Hall Administration

- A. Budget Summary Report: Motion to approve the budget report dated 9/13/22, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- B. Grant Updates: Included in the Town Administrator's report.
- C. Budget Timeline for 2023 Budget & Schedule Budget Workshops: Motion to approve the schedule as presented with the budget workshops starting at 5:15pm., S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- D. Award Purchase and Delivery of Liquefied Petroleum Gas/ Propane Bid to Midland Services Inc.: Motion to accept and award the propane bid to Midland services as they are the lowest responsible bidder, M. Anderson/ J. Carlson, 4 Ayes, 1 Nay (S. Brenna), Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$23,501.56, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Alternative Claims: Motion to approve Alternative Claims for August 2022 in the amount of \$351,561.03, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

VIII. Treasurer's Report: Motion to approve the Treasurer's Report showing a total of \$3,037,279.62 and a total available in checking of \$1,127,331.20, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

IX. Minutes

- A. Regular Town Board Meeting September 13, 2022:
- B. Special Town Board Meeting September 20, 2022: Motion to approve both sets of minutes as presented, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

X. Emergency Services

- A. Police Department
 - 1. Ashland County Law Enforcement Agreement: The County's Finance and Executive Committee tabled the agenda item and there was no progress at the Law Enforcement Committee Meeting of the County. Administrator M. Kuchta has made a request to get dialogue going with the County.
- B. Updates on Construction and Warranty Work at the Emergency Services Building: Still waiting on payment for the old compressor.

XI. Public Comment B:** None.

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 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.

Motion to go into closed session as posted, S. Brenna/ A. Baxter, 5 Ayes by roll call vote, Motion Carried. 6:12pm.

Motion to return to open session, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried. 6:22pm.

Motion to approve the Settlement Agreement and Release of Claims and have the Town Board Chair sign them, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: Possible special meetings for the Law Enforcement Agreement and for the Harbor Commission. Propane contract, housing committee recommendation on the needs assessment study.

XIV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:25pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

TB Michael, Barb,
Michael, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
THURSDAY October 6, 2022
5:30pm 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, Police Chief William Defoe, Elected Clerk Micaela Montagne
Public Present: Michael Childers, Michael Collins, Michael Stark, Carol Neubauer, Katie Sanders
Called to Order: 5:30pm

1. **Public Comment:** Clerk Montagne stated that Zach Montagne couldn't be in attendance but thanked the board for considering him as a Harbor Commissioner. Glenn Carlson stated that he received emails from other possible appointees who could not attend.
2. **Resolution #2022-1006 Establishing a Board of Harbor Commissioners for the Town of La Pointe:** The date of the commissions changed to begin on 10/7/22. Motion to approve the resolution, S. Brenna/ M. Anderson, 5 Ayes by roll call vote, Motion Carried.
3. **Appointment of Harbor Commissioners:** Chair Glenn Carlson recommends appointing Michael Anderson, Michael Childers, and Carol Neubauer to three-year terms (ending 10/6/2025); Zach Montagne and Peter Ross to two-year terms (ending 10/6/2024); and Michael Collins and Evan R. Erickson to one-year terms (ending 10/6/2023). Motion to approve the appointments, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
4. **Service Contract between the Town of La Pointe and Maxfield Research and Consulting LLC for Housing Needs Assessment:** Motion to approve the contract for \$13,840, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
5. **Grant Application for the Affordable Housing Committee:** \$9,840 from the Island Association: Motion to approve the application, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
6. **Ashland County Law Enforcement Agreement**
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 and/ or 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). If the Town goes into closed session, it will reconvene in open session before adjourning.
Motion to go into closed session as posted, A. Baxter/ S. Brenna, 5 ayes by roll call vote, Motion Carried. 5:38pm.
Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. 6:12pm.