

## MEMO

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

DATES COVERED IN REPORT: Nov. 8-18, 2022

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### 1. Accomplished/Completed

- **Payroll Coordinator.** Jamie Murray has begun work. She is training with Barb Nelson on the Workhorse payroll software modules, to bring functions in-house. We are awaiting delivery of Jamie's computer and will be shifting desks and office space around in Town Hall.
- **Liability Insurance.** Renewal paperwork and updates are completed and submitted.

### 2. Coming Up

- **Thanksgiving.** Town Hall will be closed on Thursday and Friday, Nov. 24-25.
- **Comprehensive Plan Workshop.** The workshop with the Comprehensive Plan Steering Committee and Town Plan Commission is scheduled for Thursday Dec. 15 at 4 p.m.
- **Christmas Eve, Christmas.** These holidays fall on a Saturday-Sunday; under the personnel policy, the Town will observe them on Friday Dec. 23 and Monday Dec. 26.

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

- **MRF Contract for Refrigerant Recovery.** Contracting to remove refrigerant from appliances and automobiles will allow the MRF to strengthen compliance of state environmental standards and allow staff to sell those items as scrap, rather than paying to dispose of them as trash. We request a motion to approve the contract with Gary Beeksma.
- **Budget / Tax Levy Meeting.** Barb and I are preparing the Budget Book around the "Option 3" budget recommendation you adopted on Nov. 17. We'll include information on property taxes being levied by the Town and other taxing bodies, budget spreadsheets, narratives, project updates, department heads' reports, and Town government basics. Let me know if there is something specific you want to include.
- **Vantage Flex Rollover.** Currently, the Town allows employees to roll over up to \$500 of unused Section 125 funds from one calendar year to the next. The IRS has increased the allowable rollover to \$610. Do you want to change Town policy to increase the allowable rollover to \$610?
- **Ashland County Law Enforcement Agreement.** Our attorney and I have a video conference on Monday Nov. 21 with Department of Revenue officials. We will try to persuade them to restore their original Oct. 26 decision and shift \$135,000 from the County levy to the Town levy. At no additional cost to Town property tax payers, this would restore \$135,000 to the Town for law enforcement coverage, which the Ashland County Board eliminated on Nov. 15. Depending on the DOR's response, we can go into closed session to discuss potential legal action.

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

- **Affordable Housing.** Jerrell Harris and Nicole Solheim from Cinnaire Solutions visited Nov. 16 and assessed potential sites. Their preferred location is Town-owned land off Big Bay Road, adjacent to Capser Trail.

- **ESB.** We received a check for \$2,297.39 from Wendel for compressor replacement costs. Brown Plumbing still owes us \$1,500.00. In addition, Brown and Johnson Controls still have not connected the Metasys equipment.
- **Part-Time Police Officer.** Kelly Schultz has cleared his employment screening and will begin Dec. 1, as authorized.
- **Town Employees as EMTs Policy.** I continue working with von Briesen to develop a policy compliant with wage-and-hour laws.

#### **5. Grant Report**

- No updates

#### **6. Lawsuits/Legal Issues**

- No updates, pending closed-session discussions regarding law-enforcement funding.

#### **7. Other Information**

- **Energy Committee.** The committee received the microgrid scoping study from Xcel Energy. The study estimates capital equipment costs at \$307,700 to create a self-sustaining microgrid connecting Town Hall, the clinic, and the library. This is about 50 percent higher than the rough estimate provided by muGrid Analytics in the previous feasibility study. Committee members are recommending that the Town apply for a Wisconsin Energy Innovation Grant, which can cover up to \$250,000 for energy storage systems. This recommendation can be on the Dec. 13 agenda. The committee is also looking into other financing opportunities.
- **Zoning Administrator.** Ed Schaffer is out of the office, recovering from surgery.



## TOWN OF LA POINTE

### MADELINE ISLAND

240 Big Bay Road

PO Box 270

LA POINTE, WI 54850

### SERVICE CONTRACT BETWEEN THE TOWN OF LA POINTE AND GARY BEEKSMAN

**WHEREAS**, the Town of La Pointe ("Town") desires to obtain the services described herein; and

**WHEREAS**, Gary Beeksma (Contractor) represents to the Town that he has the expertise, knowledge and experience necessary to properly perform this contract according to its terms and that he is ready, willing and able to do so,

**NOW, THEREFORE**, in exchange for the valuable consideration set forth herein, the Town and Contractor agree to these provisions:

- The Contractor will provide recycling services reclaiming refrigerant from appliances and vehicles brought to the Town's Materials Recycling Facility.
- Price will not exceed \$25 per pound of refrigerant recovered, plus no more than \$500 for processing a full reclaim canister. Unless modified in writing and agreed to by both parties, the Contractor shall bear all other costs and expenses under the terms of this Contract, including ferry expenses.
- The above prices are for reclaiming R-134A refrigerant. If necessary, other refrigerants will need to be recycled separately, under an identical cost structure.
- The Town will be billed after a full canister is reclaimed. Payment will be made within 30 days of delivery of final report.

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

- a) Contractor must secure all necessary permits according to local and state laws and regulations.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements
- c) The Contractor shall have Safety Data Sheets (SDS) for all products utilized in the course of this project.

**Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract. The Contractor reports to the Town Recycling Supervisor or designee.

**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

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performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.

**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.

**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.

**Relationship Between Town of La Pointe and Contractor.** With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §10.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town.
- b) Holds or has applied for a federal employer identification number with the federal internal revenue service or has filed business or self-employment income tax returns with the federal IRS in the previous year.
- 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.

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

- a) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.

- b) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- c) The Town of La Pointe must be listed as additional insured.
- d) Contractor warrants that it is a sole proprietor that is not required to carry Worker's Compensation insurance for the work performed under this Contract.

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

**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.

**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.

**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.

**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.

**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.

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

To the Town:

Administrator  
Town of La Pointe  
PO Box 270  
La Pointe, WI. 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

To the Contractor: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

The Town of La Pointe (the Town) Board Chair

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Full Legal Name of Contractor (the Contractor)

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Title \_\_\_\_\_

**DRAFT**

# 2022 Town Board Budget Condensed Summary Report

## REVENUES:

*Includes Budget Amend #3*

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Oct 2022	2022 Budget Remaing	2021 Actual -Oct 2021
Taxes:	\$ 1,943,610	\$ 1,943,610	\$ 1,984,748	\$ (41,138)	\$ 1,936,494
Intergovernl Revenues:	\$ 275,484	\$ 291,290	\$ 240,676	\$ 50,614	\$ 137,878
Licenses & Permits:	\$ 36,665	\$ 36,665	\$ 54,768	\$ (18,103)	\$ 32,291
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 5,201	\$ (1,626)	\$ 4,260
Public Services Chrgs:	\$ 580,752	\$ 580,752	\$ 474,470	\$ 106,282	\$ 540,430
Intergovernl Chrgs:	\$ 178,100	\$ 168,100	\$ 171,687	\$ (3,587)	\$ 169,110
Misc. Revenue:	\$ 161,348	\$ 178,033	\$ 195,020	\$ (16,987)	\$ 171,509
Other Fin. Sources:	\$ 1,316,474	\$ 1,389,813	\$ 21,514	\$ 1,368,299	\$ 1,089,000
<b>TOTAL REVENUES:</b>	<b>\$ 4,496,008</b>	<b>\$ 4,591,838</b>	<b>\$ 3,148,084</b>	<b>\$ 1,443,754</b>	<b>\$ 4,080,972</b>

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## EXPENDITURES

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Oct 2022	2022 Budget Remaing	2021 Actual -Oct 2021
General Government	\$ 649,076	\$ 662,610	\$ 471,539	\$ 191,072	\$ 449,368
Public Safety:	\$ 794,996	\$ 740,478	\$ 558,143	\$ 182,335	\$ 482,035
Public Works:	\$ 834,799	\$ 837,199	\$ 663,376	\$ 173,822	\$ 641,597
Health & Human Services:	\$ 44,248	\$ 44,248	\$ 34,380	\$ 9,868	\$ 32,318
Culture, Parks & Rec:	\$ 398,096	\$ 341,110	\$ 348,648	\$ (7,537)	\$ 349,446
Conservation & Devel:	\$ 112,500	\$ 141,020	\$ 96,519	\$ 44,501	\$ 28,188
Capital Outlay:	\$ 1,156,441	\$ 1,269,321	\$ 362,337	\$ 906,985	\$ 1,458,286
Debt Service:	\$ 437,668	\$ 437,668	\$ 317,774	\$ 119,893	\$ 343,548
Other Financing Needs:	\$ 68,184	\$ 118,184	\$ 88,184	\$ 30,000	\$ 37,600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 4,496,007</b>	<b>\$ 4,591,838</b>	<b>\$ 2,940,898</b>	<b>\$ 1,650,939</b>	<b>\$ 3,822,386</b>

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**2022 Actuals & Comparisons to 2021 Actuals**

Year to Date	Oct 2022 to Oct 2021	2022	2021	Change 2022 from 2021	UP
<b>REVENUES:</b>		<b>\$3,126,570</b>	<b>\$2,991,972</b>		<b>\$134,598</b>
	<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>				<i>favorable</i>
All Tax collections (timing)		\$1,984,748	\$1,936,494	\$48,254	
Collection % of Town's tax levy		99.8%	100.0%		
Transportation aids, state funding		\$173,847	\$129,027	\$44,820	
Grants & Reimbursements		\$66,829	\$8,851	\$57,978	
BBTP Campground, shelters, NMV		\$217,477	\$258,452	(\$40,975)	
Airport, Docks & Harbor Fees, revenues		\$112,220	\$106,122	\$6,098	
Zoning Permits, Parking tickets, licenses, Ambulance		\$73,134	\$44,732	\$28,402	
MRF Fees & MRF sales		\$133,800	\$184,940	(\$51,340)	
Misc Revenue, Cemetery		\$10,285	\$12,404	(\$2,119)	
County & Intermunicipal re-imbursements		\$171,887	\$169,110	\$2,577	
Misc leases, property sales, interest, contributions		\$182,743	\$141,840	\$40,903	
		\$0	\$0		

		2022	2021	Change	UP
<b>EXPENDITURES:</b>		<b>\$2,534,940</b>	<b>\$3,441,238</b>		<b>(\$906,298)</b>
	<i>(excludes Debt Service (borrowing) &amp; Other Financing Uses)</i>				<i>favorable</i>
<b>General Government</b>		<b>\$471,539</b>	<b>\$449,368</b>	<b>\$22,171</b>	
UP Audit, Accom tax payout, General Government misc, Personnel				<i>un-favorable</i>	
DOWN Gen insurance					
<b>Law Enforcement</b>		<b>\$284,524</b>	<b>\$262,593</b>	<b>\$21,931</b>	
UP Personnel, general & WC insurance, training, legal, vehicle, legal				<i>un-favorable</i>	
DOWN Building expenses, uniforms					
<b>Fire Dept.</b>		<b>\$100,772</b>	<b>\$93,234</b>	<b>\$7,538</b>	
UP: Length of Service, bldg maint/utilities, supplies, training				<i>un-favorable</i>	
DOWN Compensation ( <i>timing: Chief &amp; mechanic behind</i> ), fire chief expenses					
<b>Ambulance Service</b>		<b>\$172,847</b>	<b>\$126,208</b>	<b>\$46,639</b>	
UP Compensation, equip repairs, supplies, billing, Length of Service, uniforms				<i>un-favorable</i>	
DOWN Meds, education					
<b>Roads</b>		<b>\$426,072</b>	<b>\$391,180</b>	<b>\$34,892</b>	
UP Roads Labor & benefits, Ice Road & winter trans(\$27,000), fuels (\$11,000), supplies, insurances, parts				<i>un-favorable</i>	
DOWN Unemployment, culvert materials, gravel					
<b>Airport</b>		<b>\$34,215</b>	<b>\$35,908</b>	<b>(\$1,693)</b>	
UP Town labor, TV145 maintenance				<i>favorable</i>	
DOWN terminal and general maintenance					
<b>MRF</b>		<b>\$196,758</b>	<b>\$208,051</b>	<b>(\$11,293)</b>	
UP Town road crew, Self hauling costs, gen insurance, gen supplies				<i>favorable</i>	
DOWN Personnel & insurance, equip repairs, hauling/disposals					
<b>Library</b>		<b>\$172,781</b>	<b>\$158,947</b>	<b>\$13,834</b>	
MI Public Library Board handles - <i>will need to pay back "budget borrowing" of \$50,000 before yr end</i>				<i>un-favorable</i>	
<b>Parks</b>		<b>\$166,874</b>	<b>\$185,277</b>	<b>(\$18,403)</b>	
UP Utilities, insurances, general town labor				<i>favorable</i>	
DOWN Unemployment (COVID relief timing), general expenses, BBTP expenses, vehicle					
<b>Recreation Center</b>		<b>\$8,993</b>	<b>\$5,222</b>	<b>\$3,771</b>	
UP Insurances, utilities, Town Labor - <i>possible assorted updates, playground work</i>				<i>un-favorable</i>	
DOWN					
<b>ZONING &amp; PLANNING/ad hoc COMMITTEES</b>		<b>\$96,519</b>	<b>\$28,188</b>	<b>\$68,331</b>	
UP <u>Zoning</u> : Legal, insurance, Personnel, general office expenses				<i>un-favorable</i>	
UP <u>Ad hoc committees</u> : Affordable Hsing \$2,900, Energy \$43,600, Arts \$2,800, Planning \$17,000					
<b>Capital Outlays</b>		<b>\$362,337</b>	<b>\$1,458,286</b>	<b>(\$1,095,949)</b>	
DOWN Purchases				<i>favorable</i>	
2022 Gravel Installment		\$31,520	\$31,500		
2022 Law Enforcement Capital		\$2,790	\$501		
2022 Town Hall accounting software		\$17,875			
2022 Roads Equipment		\$113,948	\$10,375		
2022 Town dock Passenger Shelter		\$19,130	\$5,826		
2022 Town Local Roads		\$10,200	\$52		
2022 Cemetery Shed		\$5,976	\$200		
2022 Rec Center Bathrooms remodel		\$83,754	\$71,729		
2022 Waterfront Curve Sidewalk		\$2,442			
2022 MRF Equipment		\$51,518	\$61,805		
2022 Boiler Replacements (2)		\$6			
2022 BBTP Improvements		\$17,039	\$465		
2021 Town Hall improvements			\$45,329		
2021 MRF Bldg work			\$14,669		
2021 Ambulance Lighting installed in ambulance			\$2,475		
2021 HAP Dock project			\$145,127		
2021 Joni's Beach shoreline improvements			\$14,315		
2021 Library Painting Project			\$41,584		
<b>Capital Before ESB Project</b>		<b>\$356,198</b>	<b>\$445,962</b>		
2022 ESB Site Construction		\$3,292	\$862,372		
2022 ESB Site Architect/Engineering		\$0	\$100,644		
2022 ESB Site Town expenses		\$2,846	\$49,308		
<b>ESB Project</b>		<b>\$6,138</b>	<b>\$1,012,324</b>		



## 2022 Town Board Designated Funds Breakdown

2022  
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	<u>Oct-22</u> -	<u>Sep-22</u> =	<u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	21,880	21,894	(14)	12,717
			<i>+donations-expenses</i>	
Cell/Commission/Committees	562,258	558,258	4,000	500,099
			<i>+Hsing grants</i>	
ZONING (Fire # Project)	40,352	40,352	0	0
LAW ENFORCEMENT:	29,045	27,920	1,125	29,144
			<i>+ Cty 4th Qtr</i>	
FIRE DEPARTMENT:	94,723	94,723	0	47,320
AMBULANCE:	75,151	52,195	22,956	38,649
			<i>+State funding</i>	
ESB RECOVERY FUND (Donations)	600	600	0	601
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	0	0
ESB Insurance Contents	43,612	43,644	(32)	39,760
AIRPORT EXTENSION/EXPANSION:	8,334	8,334	0	8,334
MATERIAL RECOVERY FACILITY:	5,000	5,000	0	0
PARKS:	46,676	46,450	226	19,357
			<i>+ donations- playground exp</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:	10,067	12,233	(2,166)	16,251
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	149,308	114,305	35,003	81,486
			<i>+program fees - expenses</i>	
<b>TOTAL DESIGNATED FUNDS:</b>	<b>\$1,758,972</b>	<b>\$1,697,873</b>	<b>61,099</b>	<b>\$808,244</b>

# **Donations made by Corporations, Businesses:**

**Through 10/31/2022 receipts**

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

## **Library:**

## **4th of July:**

## **Cemetery Chapel:**

## **Fire Department:**

## **Recreation Center:**

## **Parks:**

## **Ambulance:**

10/31/2022 MIChamber of Commerce \$4,500.00

## **Fire Dept:**

9/26/2022 Alton Foundation \$1,000.00

## **Law Enforcement:**

**October 2022 All Alternative Claims Summary:**

<u>Regular Alternative Claims</u>	<u>\$190,670.69</u>
<u>Alternative Claims Processed under R#2022-0128</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$11,008.09</u>
<b>Total of All Alternative Claims:</b>	<b>\$201,678.78</b>

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**ALTERNATIVE CLAIMS 2022****October 2022**

<b>Date</b>	<b>Payable to Who</b>	<b>Check #</b>	<b>Amount</b>	<b>Description</b>
10/6/2022	Oasis P/R#20 2022	EFT#20	42,362.70	P/R#20 Ending 10/01/2022
10/6/2022	Empower/Deferred Comp	EFT#7020	150.00	P/R#20 employee contributions
10/9/2022	Dept of Employee Trust Fnd	ETF #2022-11	17,346.66	Nov. health insurance
10/10/2022	WI Dept of Revenue	EFT#104-992	1,396.13	Sept sales tax collect/calculated
10/10/2022	WI Dept of Revenue	EFT#716-192	6.88	Sept sales tax Amended
10/11/2022	Fidelity Payment Center	EFT#260938	747.20	Sept BBTP Credit card fees
10/20/2022	Oasis P/R#21 2022	EFT#21	55,606.56	P/R#21 Ending 10/15/2022
10/20/2022	Empower/Deferred Comp	EFT#7021	150.00	P/R#21 employee contributions
10/20/2022	Wisconsin Retirement System	EFT#10-2022	11,020.99	October 2022 Retirement
10/24/2022	Xcel Energy	EFT#E7251	33.12	-10/3 Cemetery (due by 10/28)
10/24/2022	Xcel Energy	EFT#1DSE6	280.48	-10/2 Street lites(due 10/28)
10/25/2022	Angelo Luppino, inc.	81624	59,493.27	Rec Remodel Final w/10% holdback
10/26/2022	Xcel Energy	81625	2,076.70	-10/5 Main electric (due 11/8)

**OCTOBER 2022 TOTAL:****\$190,670.69**

# ALTERNATIVE CLAIMS 2022

October 2022

# MI Library

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
10/19/2022	Library Board approved vouchers		1,008.09	
10/20/2022	Amazon	81589	63.38	Paint brushes/paing
' " ""	Cardmember Services (LS)	81590	145.79	RedBubble,Adobe
' " ""	Lakeshore learning	81591	595.65	ARPA items
' " ""	Madeline Sanitary	81592	102.00	3rd Qtr 2022
' " ""	New Yotk Times	81593	40.00	Balance
' " ""	Norvado	81594	61.27	Library phones, fax, DSL

10/19/2022 Library Board approved vouchers 10,000.00 After approving contract

10/20/2022 Holly Tourdot 81595 10,000.00 Contract Rieman Mural

<b>OCTOBER 2022 TOTAL:</b>	<b>\$11,008.09</b>
<b>MI Public Library Board approved</b>	

0.00

Treasurer's Cash Summary as of October 31, 2022

⑤ TB, FF, AA, Clerk Public

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,120,734.00	\$ 282,015.83	\$ (293,426.42)	\$ 277.31	\$ (68.86)	\$ (60,098.99)	\$ 1,049,432.87
Designated	167668	\$ 1,700,746.76			\$ 890.97		\$ 60,098.99	\$ 1,761,736.72
Sect. 125	3150485	\$ 15,933.49						\$ 15,933.49
Tax	3142004	\$ 13,041.86			\$ 6.79			\$ 13,048.65
Library Savings		\$300.34			\$ 0.04			\$ 300.38
Totals		\$ 2,850,756.45	\$ 282,015.83	\$ (293,426.42)	\$ 1,175.11	\$ (68.86)	\$ -	\$ 2,840,452.11

Bank Reconciliation			
Reported Bank Balance	\$ 2,832,673.63	Available Cash	\$ 1,049,432.87
Deposits in Transit	\$ 111,373.76	Tax Transfer	
Interest in transit		Deposits	
Subtotal		Checks	\$ (57,044.31)
Less Outstanding Checks	\$ (111,120.28)	Vouchers	\$ (39,974.24)
Checkbook Balance	\$ 2,832,927.11	Library Vouchers	
		Total Avail. Cking Account	\$ 952,414.32

Treasurer's Report \$ 2,840,452.11  
 Variance \$ (7,525.00) see \*

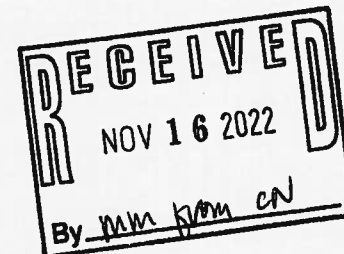
Accounting Program Totals:	
General Funds	n/a
Designated Funds	n/a
Tax Account	n/a
Section 125	n/a
Library Savings	n/a
TOTAL	\$ -

Treasurer's Report \$ 2,840,452.11  
 Variance \$ (2,840,452.11)

\*Fraudulent transaction in July credited in November  
 Unbalanced 9/30/2021 \$1,305,245  
 outstanding PO \$ (288,807.04)

Unbalanced

prepared by Carol Neubauer  
 November 9, 2022



TB 5 TA, AA, Clerk  
Public

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
THURSDAY NOVEMBER 10, 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, MRF Supervisor Martin Curry, Elected Clerk Micaela Montagne  
**Public Present:** Charley Brummer  
**Called to Order:** 5:30pm

**I. Public Comment A\*: None**

**II. Administrative Reports**

- A. Town Administrator's Report: prepared by Michael Kuchta
- B. Public Works Director's Report: Prepared by Ben Schram
- C. MRF Supervisor's Report; Prepared by Martin Curry
- D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer
- F. Accounting Administrator's Report: Prepared by Barb Nelson
- G. Police Chief's Report: prepared by William Defoe
- H. Fire Chief's Report: None.
- I. Ambulance Director's Report: Prepared by Cindy Dalzell

Reports for October 2022 placed on file by Unanimous Consent.

**III. Public Works**

- A. Roads, Dock: Nothing to report
- B. Parks: Nothing to report.
- C. Materials Recovery Facility (MRF)
  - 1. 2022 Recycling Excellence Award for Overall Program: Martin Curry informed the Board of the award, and about some ideas for the future at the MRF.
  - 2. Contract with Gary Beeksma for Removal of Refrigerant: Motion to table, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**IV. Committees**

- A. Comprehensive Plan Steering Committee: The committee would like a workshop with the Town Board and the Town Plan Commission, possibly at the Emergency Services Building, on December 15, 2022 at 4:00pm.

**V. Town Hall Administration**

- A. Engagement Letter with Baker Tilly for Audit for Year Ending 12/31/2022: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- B. Regular Town Board Meeting Start Time During Winter: Motion to have the meetings

- start at 5:00pm through March, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
- C. 2023 Budget Considerations: After adjustments from the last meeting there is still a \$47,000 deficit. TB okay with adding it to borrowing for the fire truck. Next budget meeting will be on November 17, 2022, at 4:00pm to approve and consider the resolutions affecting the levy.
- D. Resolution #2022-1110: Proposing to Exceed Tax Levy Limit- 2022 Tax Levy, Payable 2023: Motion to table items D, E, and F until the November 17, 2022, meeting, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- E. Resolution #2022-1110A: Resolution of Town Board to Use Previous Years Unused Tax Levy: tabled (see above).
- F. Resolution #2022-1110B: Resolution to transfer \$135,000 from County levy to Town levy as a result of County's transfer of protective police services to La Pointe in 2023: tabled (see above).
- G. Old Town Hall/ Meeting Room Upgrades: Motion to move forward with the heat and AV system budgeted in 2023 as supplies may take a while, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

**VI. Vouchers:** Motion to approve vouchers in the amount of \$39,974.24, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

#### **VII. Minutes**

- A. Special Town Board Meeting October 24, 2022
- B. Regular Town Board Meeting October 25, 2022
- C. Special Town Board Meeting November 1, 2022
- D. Special Town Board Meeting November 3, 2022
- E. Special Town Board Meeting November 7, 2022

Motion to approve all minutes as submitted, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

#### **VIII. Emergency Services**

##### **A. Police Department**

- 1. Hire Part-Time Officer: Motion to hire Kelly Schultz at \$23.24/ hour, hours not to exceed 18872 per year with a December 1, 2022 start date depending on passing all requirements and there will be a one year probation, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
- 2. Ashland County Law Enforcement Agreement: No updates, working with the Department of Revenue on a levy solution.

D. Updates on Construction and Warranty Work at the Emergency Services Building: No updates, the check from Wendel for compressor has not been received.

**IX. Public Comment B\*\*:** None.

#### **X. Liquor & Operators' Licenses**

##### **A. Operator/ Bartender's Licenses**

- 1. Alex Noha
- 2. Christopher Rowson
- 3. Erin Maday:



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

**XI. Lawsuits & Legal Issues: Nothing.**

**XII. New Agenda Items for Future Meetings: refrigerant contract.**

**XIII. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:05pm.**

Submitted by Micaela Montagne, Town Clerk.

**DRAFT**

TBE TA, AA, Clerk,  
public

**Town of La Pointe  
Special Town Board Meeting  
Thursday, November 17, 2022  
4:00 pm at the 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, Elected Clerk Micaela Montagne

1. Call to order: 4:00pm
2. Public Comment: None.
3. 2023 Budget Considerations: Discussion that the WI department of Revenue reversed it's opine that the town can shift the \$135,000 the county decided to not pay the town for law enforcement from the county levy to the town levy. Discussion on increasing revenue by \$135,000 and adding it to the requested levy increase or borrow it or change the police department budget to reduce costs. Consensus to reduce the police coverage to  $\frac{3}{4}$  by the town and have the county sheriff's department cover  $\frac{1}{4}$ . This will reduce the budget by \$115,000 and then borrowing will increase by \$20,500 to cover the gap. The Town Board will have a Law Enforcement/ police department agenda item on the Special Town Meeting agenda to discuss with the Townspeople what their wishes are for the department now that funding has been reduced.
4. Resolution #2022-1117: Proposing to Exceed Tax Levy Limit- 2022 Tax Levy, Payable 2023: Motion to approve the resolution requesting to increase the levy by 5% or 89,114, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
5. Resolution #2022-1117A: Resolution of Town Board to Use Previous Years Unused Tax Levy- Carryforward: Motion to approve, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
6. Resolution #2022-1117B: Resolution to transfer \$135,000 from County levy to Town levy as a result of County's transfer of protective police services to La Pointe in 2023: No longer applicable.
7. Public Comment: none.
8. Schedule Budget Meetings: None.
9. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:38pm.

Submitted by Micaela Montagne, Town Clerk.