

MEMO

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

DATES COVERED IN REPORT: Nov. 19-Dec. 9, 2022

1. Accomplished/Completed

- **Budget.** In collaboration with Barb Nelson and Micaela Montagne, completed Budget Book for posting and public use in advance of Town Meeting.
- **Insurance.** Met with EMC about Town's workers comp procedures.

2. Coming Up

- **Workshop with Comprehensive Plan Steering Committee, Town Plan Commission.** Thursday Dec. 15, 4 p.m., ESB training room.
- **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.
- **New Year's.** This holiday falls on a Sunday; the Town will observe it on Monday Jan. 2
- **Erickson land swap.** Town Plan Commission holds a public hearing Wednesday Jan. 4, 2023, at 5 p.m. They propose rezoning the piece of land that the Town is trading; zoning would change from G-1 (government and institutional) to R-3 multi-family residential, which is the same zoning as the adjacent Erickson land.

3. Town Board Agenda – Information/Comments

- **Public Works Job posting.** This request is for back-up plow drivers. Actual hiring would take place at your Dec. 27 meeting.
- **MRF Solid Waste service contract.** The proposed contract with Republic Services would replace the existing contract with Waste Management, which expires Dec. 31. Republic's proposal (a flat \$80 per ton, no surcharges) is a better value than Waste Management's proposed prices for 2023 (\$83.45 per ton for disposal, a \$30 environmental surcharge per load, plus a fuel surcharge that fluctuates weekly). Waste Management received the contractually required 30 days' notice of termination, plus the required 15 days' notice allowing them to provide a "competing offer." As of Dec. 8, they had not sent revised pricing.
- **Energy Committee.** See the separate memo on the committee's grant request.
- **Attachment G to Compensation Resolution.** This codifies the actual 2022 pay rates for the new payroll coordinator and Harbor Commission secretary.
- **2023 Fee Schedule.** These changes would ratify the proposals discussed during budgeting. Changes are highlighted, with explanations where needed. (See the note below about Ashland County's zoning permit fees for 2023.)
- **2023 Budget Report.** See the separate memo about options for how detailed a budget to adopt formally.
- **Police Department.** I am scheduled to meet Dec. 20 with Sheriff-elect Brian Zupke to discuss logistics of the sheriff's expanded responsibilities in La Pointe beginning in 2023.

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DEC 9 2022

Initial: dgj

- **Fire Department Change Order.** The department's apparatus committee approved change orders in October that add \$11,560 to the cost of the new fire engine. Town Hall was not notified of these changes. The Town Board can authorize these changes retroactively, or require the department to pay for the changes out of their own resources – presumably either donations or their self-directed 66.06 fund.

4. Follow Up on Previous/Ongoing Projects

- **ESB.** We received the long-awaited \$1,500 payment from Five Star Electric; that is the final reimbursement of Town costs for replacing the failed air compressor. No updates on hooking up Metasys; Johnson Controls tells us there is no annual or subscription fee for utilizing the Metasys programming.
- **Wisconsin Commercial Ports Association.** Harbor Commission president Michael Childers and I met with three DOT staff members about an upcoming report that hopes to give a higher profile to the economic impact of ferry operations.
- **Zoning.** I am monitoring (and intervening as appropriate) on zoning issues while zoning administrator Ed Schaffer continues to recuperate.
- **WHEDA Rural Affordable Workforce Housing Initiative.** I continue participating in a work group that is refining three pilot project concepts. The concepts receive their first public rollout on Dec. 9 and Dec. 14 (4-5:30 p.m., <https://us02web.zoom.us/j/83602913129>).
- **Town Hall.** I continue to work on logistics for rearranging desks and acquiring equipment necessary to provide work stations for the new payroll coordinator and Harbor Commission secretary. I also continue to provide information and seek quotes from potential vendors for Town Hall AV system, including from SHI, AVI Systems, Audio Architects, AVI-SPL, and Blum Technology.
- **Ashland Daily Press.** Talked twice with reporter Tom Stankard for a potential article on the county's defunding of the La Pointe Police Department.

5. Grant Report

- No updates.

6. Lawsuits/Legal Issues

- Closed session.

7. Other Information

- **Ashland County Zoning Permits.** The county released its 2023 fee schedule for zoning permits. Most prominently, the fee for a county building permit increases by \$200 (to \$500); there is a new \$100 permit for "placement" of a recreational vehicle; and the fee for adding an address to the 911 system increases by \$50 (to \$250). Also, in another example of the county targeting La Pointe, the county is now requiring property owners to pay the ferry fees for a sanitary inspection. (There is nothing in the fee schedule suggesting that property owners elsewhere in the county are charged for an inspector's transportation costs.)

November 2022 Public Works Report

Roads/Equip./Parks/Misc.

- The crew and I spent much of November working on misc. winter prep tasks, including truck washing and cleaning, sander prep, checking over the snowplows, etc.
- 11/18 was the first official plow worthy day, resulting in slippery roads as the temps warmed after the snow. A good reminder as always, to start retraining your brain for cold season driving conditions.
- Snow fence at Joni's Beach was put up right before the first snow.
- We made a new 100 yards of 5% salt sand between the carpentry shop and the parks garage.
- The first real plowing day with a full crew was 11/30, but everything turned to slush. We have scraped the gravel roads the best we can with hopes of them freezing up before a real blizzard.
- On 11/15 we had four trucks on the road hauling gravel from Nelson Construction's pile, which was mixed with 5/8 gravel and crushed red rock purchased from Ashland County. This new bindable mix will give us a great start in 2023 from a road rehab perspective. In addition to more culvert replacements, we have many stretches of gravel roads scheduled for additional ditching, shoulder sculpting, and adding new material in 2023.
- A holiday tree was placed at the gazebo fountain. We decided to take a modest approach this year and it's considerably smaller than other Bay Area decorations. However, it hasn't blown over, yet.
- The Town Hall and Winter Transportation building are scheduled to have new boilers installed in early December, as well as a water conditioning system at the ESB.

Drive safe and have a good holiday season,
Respectfully submitted,
Ben Schram, Public Works Director

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DEC 2 2022

Initial: dg

Letter from MRFY December 2022

Ice Wizards and Frozen Tales

"To appreciate the beauty of a snowflake it is necessary to stand out in the cold." – Aristotle
"Aristotle never baled cardboard in -10 weather on an island in Northern Wisconsin. Togas are not recommended." - Curry

It's started. The romantic notions that the first snowfall is "so beautiful" and "winter is my favorite time of the year" and the ever popular "we will be thinking of you while we are in Florida".

It's a different kind of "hurried" approach to recycling here at the MRF. In the summer, it is hurried to move traffic along and streamline the drive-thru all the while avoiding the faint smell of bleach, yesterday's smoked fish and curdled milk. In the winter, it is hurried to prevent frostbite – very basic; very simple. Don't freeze. Stay Warm. In both instances, presorting can save a LOT of time and unnecessary discomfort.

We had a couple from Texas come up for a visit in the last week. They were amazed at the beauty of our island community, and the conversation led to the eventual "What happens when the boats shut down?" Now most of you who know me, know that I do have a penchant for exaggeration and fanciful description ... and that led me to tell of the Ice Wizards: a generational collective of old and young alike who know the ice in ways that mere mortals do not. Stories of Elder Ice Wizards who can tell you about ice conditions for the past 40 years and live by a very simple rule of thumb: when the sign says "Ice Unsafe - Road Closed", take it as law.

Some don't, and there is the inevitable call at around 2:30 a.m. to get picked up; or worse yet, the shame of seeing a vehicle nose down in the ice, another victim of bravado. Legends live on about houses that go through as well as the odd truck that went through the ice loaded with feed and bourbon. They found it several years later when the currents carried it out to Isle Royale, where it washed up on shore around Wendigo, much to the joy of hikers and boaters who had a "rip snortin" good time with some nicely chilled and aged whiskey. But alas, it was only a tall tale. It passes the time and brings a smile to some faces. People are like ice – What's on the surface will only get you so far, but it's the depth and strength of what's underneath that endures.

MRF routine has led to reorganizing refrigerators and moving our external items to "Winter Phase," also known as Plowing Season. I have been working on consolidation of the summer's collection and we are in full preparation for the last hauls of the season. Busy work for the coming weeks will include crunching numbers for our inevitable reports in the spring to the DNR, as well as posting the Recycling Specialist position in February for a March/April hire. In other news, we did score a modest victory by negotiating a new solid waste hauling contract that will reduce our 2023 costs by 1/3. It's a good start.

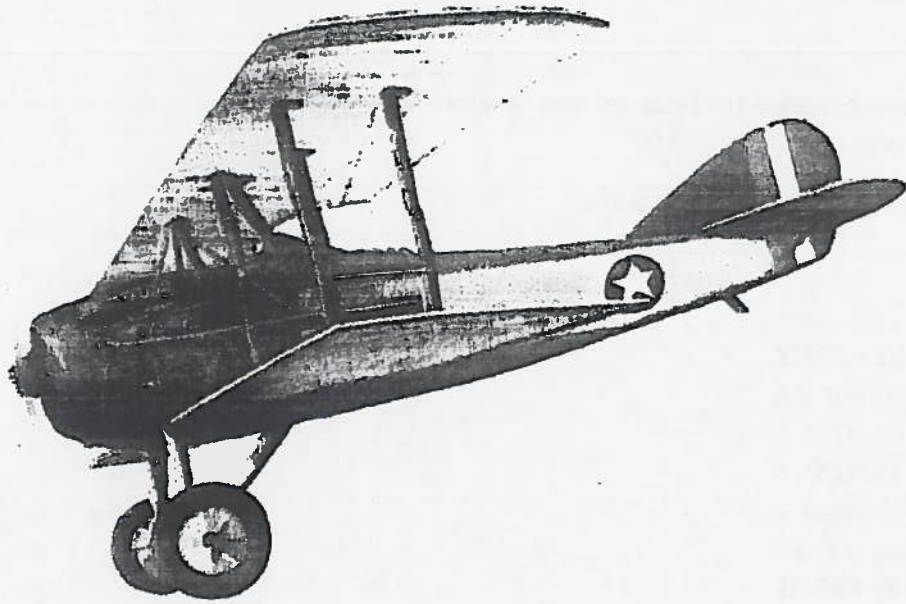
As always,
Have a MRF-Tastic Day!!

Martin A. Curry
Recycling Supervisor

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DEC 5 2022

Initial: dg



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 12/02/22

Re: Monthly report for November 2022

During the month of November our airport was issue free !

Attached are logs / checklists

Thanks !

Paul
COVER + 3

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DEC 5 2022

Initial: dg

November 2022 Traffic count and revenue log / checklist
Drop box receipts \$ 0.00

The following filed flight plans :

11/01 N8546X
11/03 N363DS
11/07 N738JX
11/22 N737DV
11/23 N192AF
11/25 N363DS
11/25 N4241L
11/26 N192AF
11/26 N363MK

For additional traffic that signed pilot shack log please see attached sheet(s)

Available Reports		Run		8 total records		Designator	Recipient ...	C
Civil Airport Coordination Report		Reference...	NOTAM N...	NOTAM Text				
Civil Airport NOTAM Report		66082193	11/111	IGRB 11/111 4R5 RWY 04 FICON 3/3/3 100 PCT 1IN WET SN OBS AT 2211131443. 22111...	4R5	Paul	#	
xTFRcount		66090551	11/118	IGRB 11/118 4R5 RWY 04 FICON 3/3/3 100 PCT 1IN WET SN OBS AT 2211141408. 22111...	4R5	Paul	#	
		66082193	11/111	IGRB 11/111 4R5 RWY 04 FICON 3/3/3 100 PCT 1IN WET SN OBS AT 2211131443. 22111...	4R5	Paul	#	
		66158059	11/236	IGRB 11/236 4R5 RWY 04 FICON 3/3/3 100 PCT 2IN DRY SN OBS AT 2211181313. 22111...	4R5	Paul	#	
		66170611	11/258	IGRB 11/258 4R5 RWY 04 FICON 1/1/1 75 PCT ICE OBS AT 2211191420. 2211191420-221...	4R5	Paul	#	
		66179223	11/287	IGRB 11/287 4R5 RWY 22 FICON 1/1/1 50 PCT ICE OBS AT 2211201503. 2211201503-22...	4R5	Paul	#	
		66261735	11/385	IGRB 11/385 4R5 RWY 04/22 WIP SN REMOVAL 2211301546-2211301745	4R5	Paul	#	
		66286577	11/393	IGRB 11/393 4R5 RWY 22 FICON 1/1/1 100 PCT ICE OBS AT 2211302106. 2211302106-2...	4R5	Paul	#	
Filter Name	Filter Value							
Location	4R5							
Status	Active,Cancelled,Expired							
Keyword								
Date Range (Start)	11/01/2022							
Date Range (End)	11/30/2022							

11/22 NOTAM

ZONING REPORT 12/1/2022

Building/Land Use Permits

	2022		2021	
	Value	Number	Value	Number
County	\$10,185.00	33	\$13,800.00	
Town	<u>\$20,454.00</u>	<u>70</u>	<u>\$7,416.50</u>	
Total	\$30,639.00	103	\$21,216.50	

Town Revenue (year to date)

Permits	\$20,454.00	
Variance	\$750.00	(1 @ \$750)
CSM	\$750.00	(3 @ \$250)
CUP	<u>\$1,500.00</u>	(2 @ \$750)
Total	\$23,454.00	

Short-Term Rental Permits

Source	2022		2021	
	Permits	Revenue	Permits	Revenue
Rentals by owner	71	\$12,670.00	56	\$6,900.00
Madeline Island Vacations	42	\$7,280.00	39	\$4,875.00
The Inn on Madeline Island	<u>20</u>	<u>\$4,650.00</u>	<u>37</u>	<u>\$4,625.00</u>
Total rental properties	133	\$24,600.00	132	\$16,400.00

Notes:

My recovery from my broken hip is going slower than I would have liked. Thank you all for your patience. I hope to be back in the office in a couple of weeks; that will depend mostly on how well I heal. I have been able to answer emails and return phone calls. Hopefully be back soon.

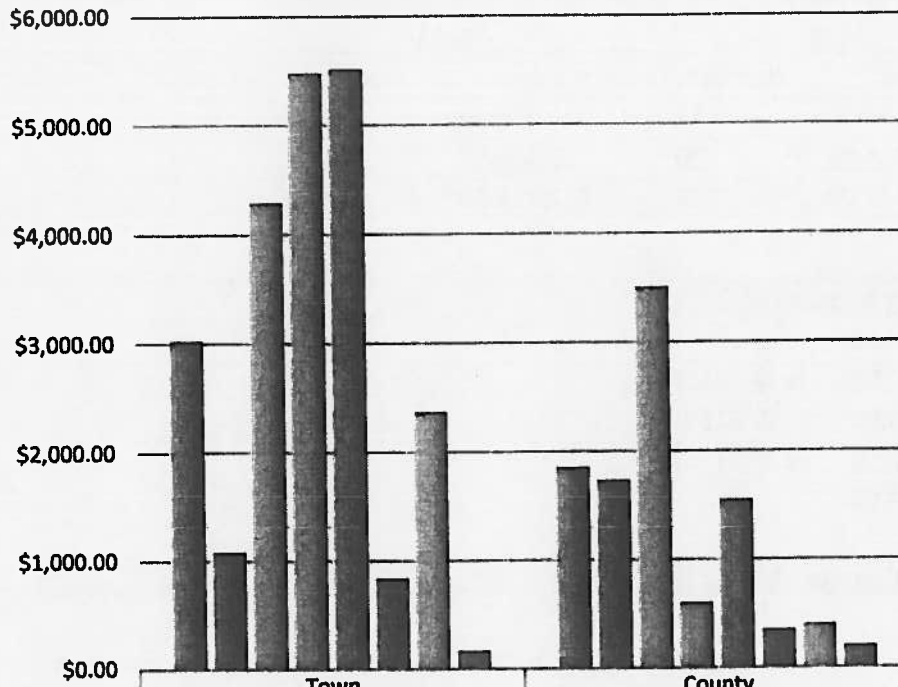
Thank You,

Ed Schaffer, Zoning Administrator

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	TOWN FEE	COUNTY FEE
11/2/2022		8709	2022-77	Kayla Picciano	807	Bell St	014-00436-0400	accessory building	\$165.00	\$200.00
Year to Date									\$23,454.00	\$10,185.00

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DEC 5 2022
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Permits



	Town	County
■ Jan-April	\$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
■ Sept	\$835.50	\$350.00
■ Oct	\$2,367.00	\$400.00
■ Nov	\$165.00	\$200.00

■ Jan-April ■ May ■ June ■ July ■ August ■ Sept ■ Oct ■ Nov

**Accounting Administrator's Monthly Report
December 2022**

12/07/2022

1. TAXES:

- a. Micaela has done the calculations of the Statement of Assessment & tax levies, along with the Big Arn's Road Assessments, and faxed to the Ashland County Land Description office for preparing the tax bills. The Statement of Taxes (along with the notice of approved tax levy and supporting documents) will then also be filed with the Dept of Revenue.
- b. Carol will be mailing the tax bills as soon as Ashland County has them prepared, using the Ashland County Tax Collection software. Ashland County will also have all of this information on their website; simply click onto their GIS box.

2. FINANCIALS:

- a. The Consumer Price Index – Urban for the 12 months ended Oct. 2022 increase is 7.7%, November's hasn't been published yet. The December ending rate will be used to calculate the 2023 hangar and industrial zone lot lease payments.
- b. Baker Tilly has set up a remote audit session on Friday, January 6th, for the year ending 12/31/2022, with quite a lot of prep work needed to be done before then.
- c. The fourth 2022 budget amendment has been prepared – for approved POs and shifting of funds for the designated funds and will be presented at the last December Town Board meeting.
- d. Baker Tilly 12/31/2021 year-end adjustments have been made, and I think I'm ready to schedule and upload those 01/01/2022 beginning balances into the new software, so we can keep moving forward.
- e. We are using the Miscellaneous Billing module and incorporating Carol's receipting to eliminate duplication of efforts. A couple of glitches have occurred in the required processes, but we hope to have them worked out so we can use this system for all the leases, non-motorized vessel renewals, etc. instead of the previous manual methods.

3. MISCELLANEOUS:

- a. The Town Hall will be closed Friday, Dec 23rd & Monday, Dec 26th for Christmas.
- b. The last 2022 Town Board meeting will be Tuesday, December 27th. We will be reminding all the department heads to make sure to submit all their 2022 invoices, expenditure reports/requests by Thursday, December 22nd, for that meeting. Anything that comes in after that will be paid from 2023 funds.
- c. The last payroll of the 2022 year will be paid on Friday, December 30th. That will start the beginning of all the year-end processes, balancing and reporting – employee benefits, General and Work Comp insurances audits, vendor and miscellaneous year-end reporting, as well as the 12/31/2022 audit. Oasis will be shutting down our access to payroll records shortly after the first of the year, so we will be downloading all the reports that we think may be needed. We have notified everyone on the payroll that if they need access to their payroll records for 2019-2022, they must enroll in Oasis' on-line access. I won't be able to do it for them after the first of the year.
- d. The payroll training and transitioning are going well. The next three weeks, we will be utilizing both payroll systems. We must be 100% trained and all payroll processes converted before January 8th, 2023.
- e. I will be on vacation January 13th through January 23rd.

Respectfully submitted,

Barb Nelson

Accounting Administrator/Deputy Clerk

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DEC 8 2022

Initial: dg



(5) TB, TA, AA, Clerk, Police, Public
LA POINTE POLICE DEPARTMENT
MADELINE 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: 12/6/2022
Re: Monthly Police Report for December 2022

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

- 1 Parking Citations
- 1 Traffic Citations
- 0 Ordinance Citations
- 0 Arrests transported off island

Where did 2022 go? It is December, and I am already hearing “will there be an ice road?”

2022 was a rather busy year for us, from January 1 to December 6th we have had 1065 calls for service, which ranged from animal call, traffic stops, 911 hang-ups and parking tickets.

The slow down really hit thanksgiving week as the hunters left the island. Speaking of hunters, we did not have any issues reported to us during hunting season and we saw quite a few big deer harvested this year.

I have been working with DOT to place an intoximeter machine here on the island so that we could do a breath test 1st offense OWI's. I have a place approved to put the machine, as they did a site visit, there are a few things to do to get the room up to standards. We will be starting to send officers to school to be able to use the machine when it gets here. Normally they do not give departments with low volume a machine, but the representative from the DOT believed we were an exigent circumstance.

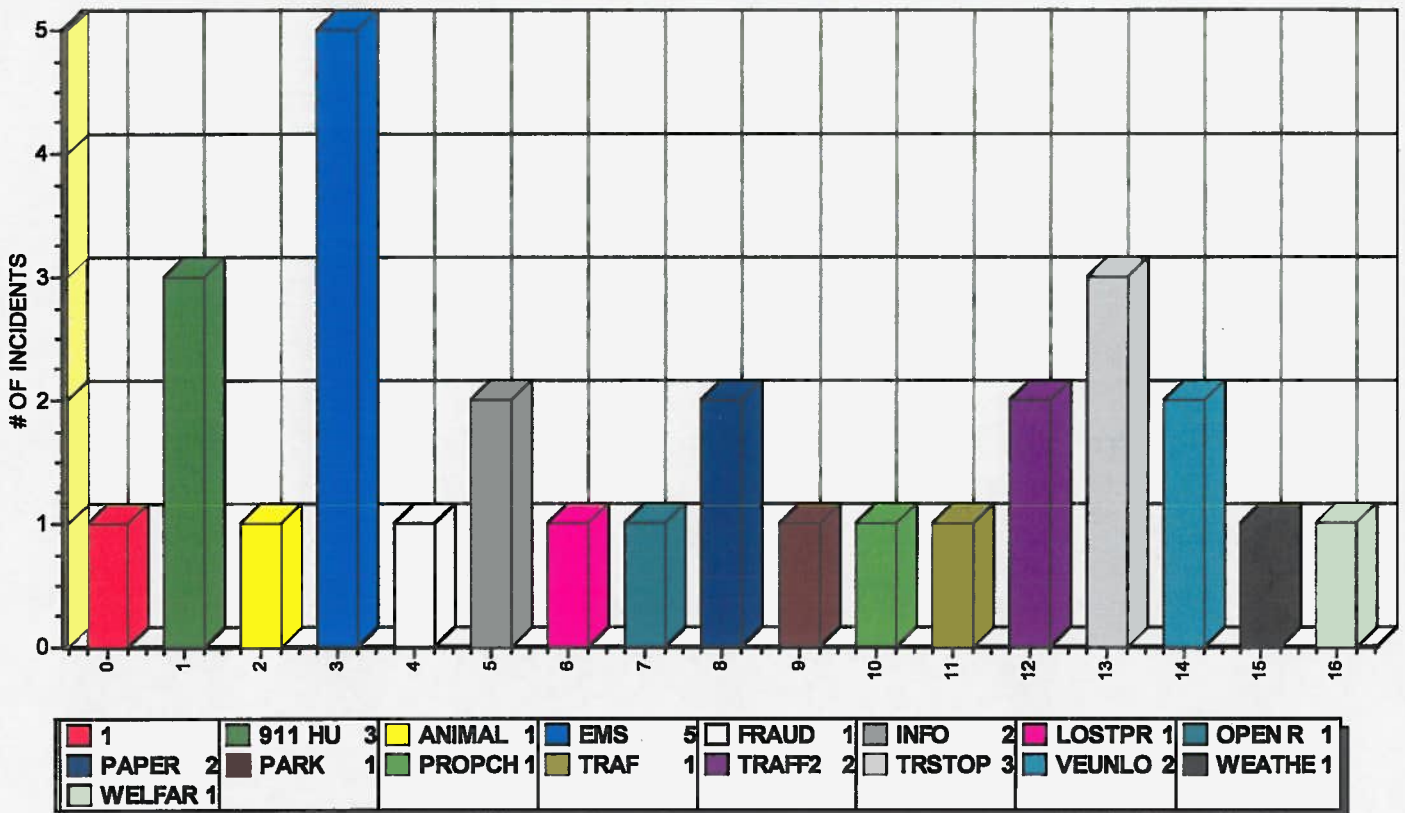
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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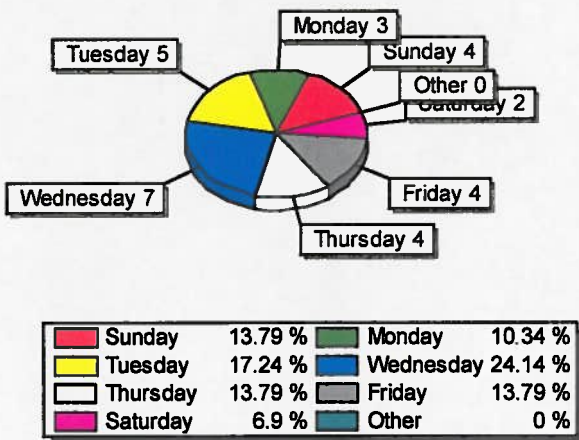
DEC 6 2022

Initial: dg

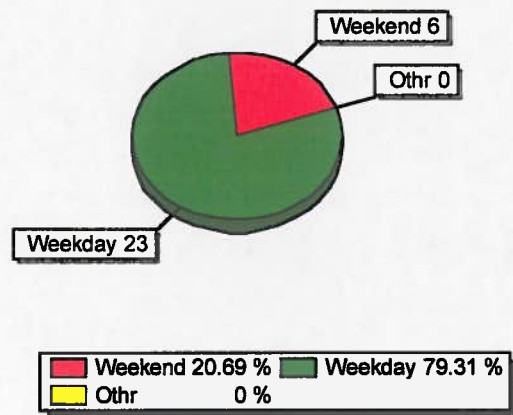
Incident Frequency by TYPE (Top 17 of 17 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-22-00001')
 (LOGNUM <= 'A4-22-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('11/1/2022','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('11/30/2022','MM/DD/YYYY'))

**Fire Chief's Report
October-November 2022**

Training was zeroed around deer hunter safety. Every year at this time, our monthly training involves many scenarios:

- Lost hunter
- Tree stand accident
- Wounded hunter
- Transportation of wounded hunter

We set up a lost hunter/wounded hunter training with a victim staged well into the woods. We deployed our drone team, two teams of search parties on foot, the UTV rescue unit, and set out to find the needle in the haystack. We reached out to EMS to participate in what most certainly would be a team call if the real thing, but the multi-jurisdictional training didn't pan out. The two services (fire and EMS) have agreed to have our training personnel from here on out set up and plan "mandatory" joint training. I cannot stress how important this has to be in the future.

This training was the first night-time drone activity and was great training for our pilot and his assistant. A lot of new tools in the drone program toolbox, which makes any and all training very important to the success of any team.

I will write up a summary of 2022 in the coming weeks before the onset of 2023. So far, it's been a very safe year and our equipment is in fine shape.

Happy holidays and be safe,
Chief Reichkitzer

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DEC 8 2022

Initial. dg

Madeline Island Ambulance Service

Monthly report November 2022

It has remained somewhat busy this month. We had five runs, and several were transports. We had a unique situation where we took a service dog with us and our patient to the hospital. After eighteen years, that was a new one for me.

We have several EMTs out for health reasons, so the crew is down to a minimum right now. I want our crew to heal and get better before they go back on call, but it does put a lot of pressure on the remaining crew members.

At our regular monthly meeting, we discussed runs and also looked at needs for the service. We have to make our final decisions on purchases for the ACT 102 extra funds from the American Rescue Plan before the end of the year.

We are still using the larger box ambulance as our primary rig; it is up to the crew's discretion to decide which vehicle to take depending on weather conditions, driveway status and run type.

I continue to worry about the Ashland County decision to not do their usual funding for the police department. We depend on the police to be on hand on almost every run. There are many situations that the police clear the scene and declare that it is safe for us to enter. It is not our job to make this determination. I hope we can figure out a positive outcome to keep our police force intact and in full service.

The possible new billing company has received our revenue data and should be finalizing a quote for us in the next week or so.

The Aid to Firefighters Grant is ready for our portion to be paid. I am making out the purchase order for our percentage of the cost of these new radios. Red has been working closely with Erik at DSC and with Meagan Quaderer, the Bayfield County EMS Director, on how all of the radios need to be programmed to allow for the WISCOM frequencies. I appreciate all of the time he has put into this project.

I hope everyone has a safe and joyous Holiday Season. Thank you.

Respectfully submitted,

Cynthia Dalzell
Madeline Island Ambulance Service Director

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DEC 6 2022

Initial: dg

TOWN OF LA POINTE POSITION OPENING

Temporary Driver and Equipment Operator

**\$17 per hour
2 openings**

Must have:

- Valid Driver's License
- Clean driving record

Skills and Knowledge needed:

**Vehicle/equipment operation experience in winter weather
Road maintenance knowledge**

Please Submit Resume, cover letter & application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Applications due by 9:00am December 23, 2021

Application and Job Description available at the Town Hall and on the Town's Website
www.townoflapointewi.gov

Or call/email the Town Hall at (715) 747-6913/ clerk@townoflapointewi.gov.
Questions? Call Public Works Director Ben Schram (715) 747-6855.

The Town of LaPointe is an Equal Opportunity Employer

RECEIVED
DEC 7 2021

Initial: dg



**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 REPUBLIC SERVICES / ASHLAND TRANSFER STATION**

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

WHEREAS, Republic Services (Provider) 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 Provider agree to these provisions:

- Provider will accept Municipal Solid Waste (MSW) self-hauled by the Town to the Provider's Ashland Transfer Station.
- Service Contract will take effect Jan. 1, 2023, and remain in effect until Dec. 31, 2025.
- Town will pay a disposal fee of \$80 per ton. No other fees, taxes, or charges will apply. Town will be responsible for transportation costs.
- Provider may increase the disposal fee by up to (5) five percent on Jan. 1, 2024, and on Jan. 1, 2025. No other increases will apply.
- Provider will invoice the Town monthly; payment will be due within 30 days of receipt.
- All other provisions will be in accordance with Exhibit A.

This agreement is subject to the laws and regulations of the State of Wisconsin.

Approved by Town Board (date): _____

Signed: _____

Town Board Chair _____ Date _____

For Provider _____ Date _____

Print name: _____

RECEIVED
9-0-2022

Initial dg



EXHIBIT A

Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : Town of LaPointe – Material Recovery Facility _____
Address : (site) – 412 Big Bay Road, La Pointe, Wisconsin 54850 _____

Contact Name : Martin Curry Phone Number : 715.209.2419
FED ID # : 39-6005969 PO Number : 270 _____

Republic Landfill Name: Republic Services / Ashland Transfer Station _____
Address : 405 Industrial Park Road, Ashland, WI 54806 _____

Contact Name : Jane Matthias Phone Number : 715.413.2186 _____

Contract Effective Date : 01 / 01 / 2023 _____

Waste Types : MSW (MSW, C/D, Etc.)

Unit of Measure for Billing : Tons (Tons/Yard/Load)

Disposal Fee : \$80.00 / Unit of Measure Above
Taxes/Host Fees/Charges : \$0.00 / Unit of Measure Above
Administrative Fee : \$0.00 / Month
Environmental Fee : \$0.00 / _____, or _____ % of Disposal Fee
Fuel Recovery Fee : \$0.00 / _____, or _____ % of Disposal Fee
Other Fees : \$0.00 / _____, or _____ % of Disposal Fee

Invoice Period : Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : NA / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : NA / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: NA (Month, Quarter, Year)

Special Instructions : Town of LaPointe will self-haul from Town of LaPointe to Republic Services Ashland Transfer facility _____

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

Republic:
[Republic Services / Ashland Transfer Station]

Customer:
[Town of LaPointe – Material Recovery Facility]

Signature _____ Date _____

Signature _____ Date _____

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT A

REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. **Delivery of Acceptable Waste.** Customer shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Customer shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. **Delivery Procedures: Operation of the Landfill.**

(a) **Acceptance of Acceptable Waste.** Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Customer that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) **Operation of the Landfill/Procedures.** Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic shall have the right to terminate this Agreement. Customer's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to customers utilizing the Landfill as Republic may modify such procedures from time to time.

(c) **Customer's Compliance with Applicable Laws.** Customer shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) **Title to Waste.** Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Customer to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Customer shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Customer or its customer and shall never be deemed to pass to Republic.

3. **Term.** Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of (3) three years. Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. **Disposal Fees.**

(a) **Fees.** Customer shall pay Republic a disposal fee (the "Disposal Fee") for all Acceptable Waste Customer delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Customer shall pay such fees as Republic may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Republic to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Republic a fuel recovery fee in the amount shown on each of Republic's invoices, which amount Republic may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a). No additional fees charged.

(b) **Payment Deposit.** Republic shall transmit an itemized invoice to Customer of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Customer shall pay all invoices within 30 days after receipt of invoice. If Customer does not make payment by such date, Customer shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Customer also shall pay a fee of \$50 (which Republic may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. At any time after Republic becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Republic may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) **Taxes and Other Charges: Cost Increases.** In addition to the Disposal Fee, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Republic for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic to Customer. No additional fees charged.

(d) **Fixed Rate adjustment.** In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first and second anniversary of this Agreement in an amount equal to (5) five percent annually on the anniversary date of the contract.

(e) **Shortfall Fee.** At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic shall determine the total volume of Acceptable Waste delivered by Customer to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Customer shall pay Republic a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Customer was deficient during the True-



EXHIBIT A

Up Period. Republic shall invoice Customer for, and Customer shall pay Republic, any Shortfall Fee in accordance with Section 4(b). If no Minimum Volume is specified, then this Section 4(e) shall not apply. No additional fees charged

(f) **Price Adjustments.** In addition to any other price increases pursuant to this Section 4, Republic shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Customer at least 30 days before the effective date of the increase. If Customer does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Customer accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Customer gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic). If Republic does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect. Per Ton Rate locked, with the exception of annual (5) five percent increases.

5. Unacceptable Waste.

(a) **Delivery of Unacceptable Waste.** Customer agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Customer delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic, as Customer's agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) **Weighing and Inspection of Waste by Republic.** Republic shall weigh all Acceptable Waste at the Landfill and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the right, but not the obligation, to inspect any of Customer's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Customer from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) **Rejection of Unacceptable Waste.** If Customer delivers Unacceptable Waste to the Landfill, Republic may, in its sole discretion: (i) reject such Unacceptable Waste at Customer's expense; or (ii) if Republic does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic may, as Customer's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Customer otherwise elects to arrange for disposal of the Unacceptable Waste. If Customer elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Unacceptable Waste within such time period, Republic may dispose of such Unacceptable Waste as Customer's agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Unacceptable Waste as Customer's agent in emergency situations where in Republic's reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) **Definition of Unacceptable Waste.** For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) **Events of Default.** Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) **Remedies on Default.** Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Acceptable Waste, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

7. **Indemnification.** Customer shall indemnify, defend (upon request by Republic) and hold harmless Republic and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, (b) Customer's negligence or willful misconduct, or (c) Customer's delivery of Unacceptable Waste to the Landfill.



EXHIBIT A

8. **Insurance.** During the term of this Agreement, Customer shall maintain the following insurance coverages:

Workers' Compensation:	
Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability:	
Bodily Injury/Property Damage Combined – Single Limit	\$2,000,000 Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)
Commercial General Liability:	
Bodily Injury/Property Damage	\$2,000,000 each occurrence \$3,000,000 general aggregate
Pollution Legal Liability:	\$1,000,000

The insurance carriers providing the coverage required by this Section 8 shall be rated at least A-VIII by A.M. Best. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the Landfill pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Customer's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". The Certificates (ACORD form) and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and non-contributory with respect to Republic and the Republic Indemnified Parties, and the insurance providers shall agree to waive their rights of subrogation against Republic and the Republic Indemnified Parties.

9. **General.**

(a) **Independent Contractor.** Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) **Assignment: Binding Effect.** Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) **Severability.** If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) **Waiver.** No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

(f) **Waiver of Jury Trial: Attorneys' Fees.** By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any disputes arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

MEMO

To: Town Board
From: Michael Kuchta, Town Administrator
Re: Energy Innovation Grant Program

Dec. 13, 2022

The Energy Committee is seeking authorization to apply for up to \$250,000 through the Wisconsin Public Service Commission's Energy Innovation Grant Program. Funds would pay for equipment, engineering and construction to create a self-sustaining, resilient microgrid that would allow Town Hall, the clinic, the library and potentially the school to operate independently of Xcel.

An Xcel scoping study estimates that creating the microgrid would cost \$307,700. Committee members believe the Town would be eligible for a Direct Pay reimbursement under the federal Inflation Reduction Act; this would cover 30-50 percent of the difference between actual costs and the state grant. In a best-case scenario, that would put the potential Town share in 2024 in the range of 28,850 to \$40,390.

Committee members Bill Bailey and Craig Buttke have offered to write the application. The grant does not require a match, though the PSC says a cost share is "highly recommended" and is a "priority factor" in making awards. Any Direct Pay eligibility would count toward the match.

The grant program operates on a reimbursement basis; the Town would have to cover expenditures up front, then file for quarterly reimbursement from the state. Application deadline is Jan. 30, 2023. Awards will be announced in April 2023; construction would have to be completed by the end of 2024.

The committee has prepared an FAQ about the advantages of a microgrid to support their request; that is attached on the next page.

RECEIVED
DEC 8 2022

Initial: dg

Madeline Island Microgrid

- **Establishing a microgrid is all about increasing resiliency, that is, having power for a longer period of time in an emergency when the electric grid is down.**
- **Increasing resiliency is especially important because of the vulnerability of the radial power line feeding Madeline Island.**
- **Increasing resiliency means having power during an outage from a few days (current situation) to weeks or more, even months during the summer.**
- **The microgrid will increase resiliency by:**
 - **Allowing the solar array to operate when the grid is down, something that does not happen now**
 - **Allow the battery system to “firm” the microgrid during a power outage, reducing dependence on the propane generator. Firming the microgrid means the battery is the primary power source, not the generator.**
 - **Coordinating and controlling the generator, battery and solar photo-voltaic arrays to optimize each component – reducing propane consumption, subsequent emissions and fuel costs**
- **The microgrid will reduce propane consumption. As an example, the generator at Town Hall will consume approximately 1.7 gallons of propane for every hour the grid is down. With the microgrid system, the generator will run only when the battery “state of charge” is low. In the summertime, when there is lots of sunshine, this may never happen. In the winter, the generator runtime is reduced from constant runtime to only when needed to recharge the battery.**
- **The microgrid will increase generator efficiency and longevity. Propane generators are not designed to run for long periods of time at low load ratings. By operating the generator only when the battery needs recharging, the load is increased during runtime and eliminates what is called wet stacking and premature failure of the generator.**
- **The microgrid’s capability to reduce propane consumption in the winter – especially late winter before “ice-out” when resupplying propane in storage is not possible – could be critically important to the well-being of the entire island community.**
- **This project is eligible for the Energy Innovation Grant Program (EIGP) which, if awarded, will pay for approximately 80% of the project costs (\$250,000 of the \$308,000 estimated cost)**
- **The microgrid system is designed to easily add the school at very little additional cost if the school district is amenable (and Xcel’s Resiliency Service’s Pilot tariff adjusts its regulatory requirements to allow a microgrid to serve more than one owner).**

REVISED

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

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

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

<u>POSITION</u>	<u>2022 RATE</u>	<u>CHANGE</u>	<u>2022 RATE</u>
<u>Payroll (Coordinator)</u>	<u>\$25.00</u>	<u>-\$2.00</u>	<u>\$23.00*</u>

** As per Town Board motion on 11/03/2022, effective 11/07/2022*

<u>Harbor Commission Secretary</u>	<u>NONE</u>	<u>\$25.00</u>	<u>\$25.00**</u>
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*** As per Board of Harbor Commissioners motion on 12/01/2022, effective 12/05/2022*

Dated this _____ day of _____ 2022.

Attest:

Glenn Carlson, Chair

Micaela Montagne, Town Clerk

Michael Anderson, Supervisor

Posted:

Aimée Baxter, Supervisor

Susan Brenna, Supervisor

John Carlson, Supervisor

Please disregard previous resolution w/ just payroll

RECEIVED
DEC 7 2022

By: dg

**TOWN OF LAPOINTE
RESOLUTION #2022-1213
A RESOLUTION ADOPTING THE 2023 FEE SCHEDULE**

THE TOWN OF LA POINTE RESOLVES AS FOLLOWS:

SECTION 1. The 2023 Fee Schedule marked as Exhibit A is adopted.

SECTION 2. The 2023 Fee Schedule shall become effective on January 1, 2023.

SECTION 3. The 2023 Fee Schedule was prepared in accordance with Wisconsin § 66.0627 and § 66.0628.

ALL PREVIOUS FEE SCHEDULES ARE HEREBY REPEALED.

This resolution was duly passed and adopted this 13th day of December 2022.

Glenn Carlson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Passed

Aimée Baxter, Supervisor

Date Posted

Sue Brenna, Supervisor

John Carlson, Supervisor

RECEIVED
DEC 2 2022
Initial: dg

TOWN OF LA POINTE
2023 SCHEDULE OF FEES EXHIBIT A
 Approved by Town Board on 12/XX/2022
 Items requiring sales tax are noted with charges

AIRPORT		<u>Comment</u>
Tie Down Fees		
Annual Tie-Down Permit	\$210.00 plus sales tax	
Nightly Tie-Down Fee	\$30 (\$60 if not paid before departure) includes sales tax	Increase from \$15; add new fee for failure to pay in timely manner
Extended Parking Permit Town Lot A		
Summer: 6 months 5/1 - 10/31	\$100.00 plus sales tax	
Winter: 6 months 11/1 - 4/30	\$100.00 plus sales tax	
Annual: 12 months 5/1 - 4/30	\$150.00 plus sales tax	
Industrial Zone Leases 4,250 sq. ft. annual		
Leases	\$884.27 + December 2022 CPI-U (Consumer Price Index Urban)	Updates according to ordinance
Hangar Leases		
Per square foot of hangar	\$0.586420464 + December 2022 CPI-U	
DOG LICENSE FEES		
Neutered/Spayed	\$5.00	
Unneutered/Unspayed	\$10.00	
Kennel License	\$50.00 for 12 dogs. Excess of 12 dogs: \$5.00/dog	
DOCK		
Use of Town Dock (not for town material)	\$0.20/ton off loaded	
AMBULANCE		
Ambulance Base Charge	\$1,200.00	

RECEIVED
 1 2023

Initial: dg

AMBULANCE FEES (continued)	
Ambulance Base Charge with Lift Assist	\$1,450.00
Loaded Mileage	Determined by Medicare
Non-Transport Charge without lift assist	\$100.00 if vitals taken
Non-Transport Charge with lift assist	\$250.00
General Lift Assist ONLY	\$150.00
Intercept with Ashland Fire Dept	Billed by City of Ashland
Loaded Mileage	Billed by City of Ashland
Special Event Charges	
One Ambulance and 2 EMT's for a 4 hour event	\$400.00
Additional EMT/EMR for a 4 hour event	\$90.00 for each additional EMT
	\$75.00 for each additional EMR
Additional EMT/EMR for an event over 4 hours	\$90.00 per hour for each additional EMT
	\$75.00 per hour for each additional EMR

Eliminate to avoid potentially conflicting and confusing charges; can be handled by existing lift assist charges as necessary

FIRE DEPARTMENT	
Ice Rescue	
Husky Windsled and Operator	\$400.00/hour plus personnel
	\$250.00 for each additional hour
Personnel	\$60.00/hour for each officer
	\$50.00/hour for each EMT
	\$50.00/hour for each Ice Rescue person
	\$200/hour for each Windsled Operator
Outdoor and Refuse Burning	\$10.00 per year Burning Barrel Permit Fee
Water Services	\$0.03/gallon; \$200 minimum

FINANCE AND TAXATION	
Accommodation Tax Permit	\$20.00
Accommodation Tax due quarterly	6.5% of accommodation rental
Delinquent Accommodation Tax Returns	\$50.00 late filing fee plus a penalty of 10% of the tax due
Revocation or suspension of tax permit	\$50.00 for renewal of revoked or suspended permit
Returned check charge	\$50.00 (may also be subject to other penalties or fees as provided by law)
Tax-Exempt Filing Fee (all tax-exempt properties except for a church)	\$20.00 filing fee per parcel
Late Tax-Exempt Filing Fee	\$100.00 late fee if not remitted by March 31
Administrative billing costs (not for routine billing such as permits, leases, public record requests, etc.)	4.5% of the amount billed or \$10.00 whichever is greater

Increases from 4%

GREENWOOD CEMETERY	
Burial (Vault)	
May 1 - Oct. 31 (Sexton: \$500.00; Town: \$1,000.00)	\$1,500.00
Nov. 1 - Apr. 30 (Sexton: \$550.00; Town: \$1,100.00)	\$1,750.00
Burial (Cremains) excavation up to 18" x 18" x 18"	
May 1 - Oct. 31 (Sexton: \$200.00; Town: \$200.00)	\$400.00
Nov. 1 - Apr. 30 (Sexton: \$250.00; Town: \$300.00)	\$550.00
Excavations larger than 18" x 18" x 18"	\$50.00 additional
Burial Plot	\$750.00/gravesite
Deed Transfers	\$25.00

INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGES

Special Town Board meeting specifically for review/decision/issuance of liquor license applications including: Class "A", "Class A", Class "B", "Class B", Reserve "Class B", "Class C", operators or provisional operators license

~~\$200.00~~

Increase from \$100

§125.25 Class "A" Retail sale of Fermented Malt Beverages for consumption off the premise and in original packaging (beer)

\$200.00 yearly

§125.26 Class "B" Retail sale of Fermented Malt Beverages for consumption on or off the premises (beer)

\$100.00 yearly

§125.51 "Class C" Retail sale of wine by the glass on the premises

\$100.00 yearly

§125.51 "Class A" Retail sale of Intoxicating Liquor for consumption off the premises and only in original packages or containers

\$500.00 yearly

§125.51 "Class B" Retail sale of Intoxicating Liquor for consumption on premises by the glass

\$500.00 yearly

§125.51 Reserve "Class B" Retail sale of Fermented Malt Beverages (beer) and Intoxicating Liquor by the glass

\$500.00 yearly

§125.51 "Class B" license for a full-service restaurant with interior seating capacity of 300 or more persons

\$500.00 yearly

INTOXICATING LIQUORS AND FERMENTED MALT BEVERAGES (continued)

6-month licenses	"Class A" \$250.00 "Class B" \$250.00 Class "B" \$ 50.00 "Class C" \$ 50.00
§125.26 Temporary Class "B" (Picnic) Beer and/or Wine to be sold at picnics by clubs	\$10.00 each
§125.17 Provisional Operator license issued to applicants enrolled in responsible beverage-server training course	\$15.00 yearly
§125.17(4) Temporary Operator License. Issued only to persons employed by or donating their services to nonprofit corporations. Limited to one license per year. Valid from 1 to 14 days	\$10.00
§125.17 Operator License. <i>License is good for two years</i>	\$27.00 includes background check
§134.65 Cigarette and Tobacco Products Retail License	\$100.00 yearly
§125.04 Publishing Fee (Fee presently charged for publishing by the Ashland Daily Press)	\$25.00 yearly
§125.06 Change of Agent	\$17.00 includes background check
§66.0433 Non-Intoxicating Beverage License (soda/water)	\$20.00 yearly for consumption on premises; \$5 yearly for consumption off premises

Eliminate partial-year option; all applicants would be required to pay 12-month fee

On-premises consumption increases from \$10; off-premises consumption decreases from \$10 to bring Town into compliance with state statute

MATERIALS RECOVERY FACILITY		
Garbage	\$ 5.00 per 13-gallon bag	
	\$ 7.00 per 20-gallon bag	
	\$10.00 per 33-gallon bag	
	\$12.00 per 55-gallon bag	
Garbage: The bag size will be determined by MRF Attendant		
Mattresses/Box Springs	\$20.00 per single	
	\$25.00 per double	
	\$30.00 per queen	
	\$35.00 per king	
All Furniture (couch, chair, recliner, table, etc.)	\$35.00 each	
TVs and Computers less than 30"	\$35.00 each	
TVs and Computers more than 30"	\$55.00 each	
VCR, Radio, DVD & all other electronics	All Other Electronics - \$1.00 per pound	
Burn Barrel Contents	\$10.00 per 33-gallon container	
Demolition & Construction	Pick-up Load \$160.00	Increase from \$150
	One-Ton Truck \$275.00	Increase from \$250
	Five-Yard Truck \$450.00	Increase from \$400
The amount charged will be at the discretion of the MRF Attendants		
Scrap Metal	\$100.00 per pick-up load (depending on weight)	
The amount charged will be at the discretion of the MRF Attendants, who reserve the right to refuse any load larger than a pick-up load		
Business Recyclables (<i>must be in clear bags</i>)		
Sorted Recyclables	\$ 5.00 per bag/container	
Unsorted Recyclables	\$20.00 per bag/container	Increase from \$10
Only aluminum cans, paper and cardboard will be free		
Major Commercial Appliances	\$50.00 - \$150.00	
Major Appliances		
Refrigerator, Freezer, Etc.	\$50.00	
A/C units	\$30.00	
Microwaves	\$10.00 - \$35.00	

MATERIALS RECOVERY FACILITY (continued)	
Lawn Mowers	
Push Lawnmower	\$10 + \$10 if not drained of fluids
Riding Lawnmower without tires	\$30 + \$10 if not drained of fluids
Riding Lawnmower with tires	\$80 + \$10 if not drained of fluids
Grills	No fee
Excercise bikes/equipment/treadmills	\$10.00 - \$35.00
The amount charged will be at the discretion of the MRF Attendants	
Bicycles	No fee
Boats	\$25.00 - \$400.00 depending on size
The amount charged will be at the discretion of the MRF Attendants, who reserve the right to refuse any boat longer than 20 feet. Must contact MRF supervisor prior to	
Lead Acid Batteries	\$10.00
Tires with or without rims	\$20.00
Drain Oil	\$1.00 per gallon
Oil Filters	\$1.50 each
Fryer Grease	\$0.50 per gallon
Antifreeze	\$1.50 per gallon
Bulk Glass	\$5.00 per 33-gallon to 55-gallon drum/bag
Paint - Haz Mat	\$5.00 - \$50.00/gallon, depending on material
Fluorescent tubes	\$3.00 4 feet and under
	\$5.00 Over 4 feet
P.C.B Ballast	\$2.00/pound
Non P.B.C. Ballast	\$1.50/pound
Punch cards	\$25 value - \$20.00
	\$50 value - \$40.00
	\$200 value - \$160
	MRF will accept cars, boats, trailers and other large items based on the value of scrap metal. \$50 fee for vehicles not drained of fuel/fluids.

NON MOTORIZED VESSELS (NMV) Annual Fee 7/1/21 - 6/30/22	
New NMV Permit Application	\$150.00
Renewal NMV Permit	\$25.00/permit/year
Impound Lot	\$50.00 hauling fee plus \$25.00/day
Commercial NMV Business Permit	\$40.00

PARK AND REC FACILITY RENTALS	
Campground Fees	
Tents (no more than 2 tents/site)	\$33.00/night
RVs	\$40.00/night
Shelter and Building Rentals	
<i>Fees waived for Non-Profit 501(c)3 organization. Must be listed as La Pointe property owner and submit IRS letter of status. Security deposit required even if fees are waived.</i>	
Rec Center Shelter	\$125.00/day plus sales tax
Rec Center Building	\$125.00/day plus sales tax
Russell Park	\$125.00/day plus sales tax
Joni's Beach Shelter	\$125.00/day plus sales tax
Big Bay Town Park Shelter	\$125.00/day (four-hour limit) plus sales tax
Refundable Security Deposit	\$125.00 plus sales tax

For reservations after Jan. 1, sales tax will be added rather than be included in nightly fee

Adds Russell Park to list of rentable sites

PRINTING AND COPYING FEES	
8 1/2 x 11	\$0.35/page includes sales tax
11 x 17	\$0.50/page includes sales tax
Computer Disks (CDs)	Computer Disks or Flash Drives \$10.00 includes sales tax
Fax (outgoing/includes toll-free numbers)	\$0.50/page includes sales tax
Fax (incoming)	\$0.35/page includes sales tax
Certified Copies (originals only)	\$0.25 each page requiring seal
Public Record Requests	\$30.00/hour; there shall be no charge for locating a record unless the actual cost to do so exceeds \$50, in which case the cost shall be \$30.00 an hour in accordance with §19.35(3)

PRINTING AND COPYING FEES (continued)	
Copies for Public Records Request	\$0.33/page (sales tax not charged for public records request)
Code of Ordinances (also available on Town website: townoflapointewi.gov)	Computer Disks or Flash Drives \$10.00 includes sales tax

POLICE DEPARTMENT	
Computer Discs	Computer Disks or Flash Drives \$10.00 includes sales tax
Fingerprinting	\$10.00
Process Serving	\$60.00
Vehicle Crash Report	\$5.00
SPECIAL EVENT PERMITS per Chapter 347: Section 347-12(A)(B)	
Application required for <u>planned events</u> but does not include the Fourth of July parade or impromptu events.	
2 separate checks: 1 check for permit	Permit \$150.00
1 check for deposit	Deposit \$100.00 (refundable)
<i>Note: This permit includes agreement to pay for cleanup, staffing and other costs incurred by the Town for the event, with 50% of anticipated costs due with the permit application.</i>	

VEHICLES AND TRAFFIC	
Extended Parking Permit Town Lot A	
Summer (6 months 5/1 - 10/31)	\$100.00 plus sales tax
Winter (6 months 11/1 - 4/30)	\$100.00 plus sales tax
Annual (12 months 5/1 - 4/30)	\$150.00 plus sales tax
Extended Parking Permit Town Lots R and W	1 month: \$40 plus sales tax
	3 months: \$100 plus sales tax
	6 months: \$150 plus sales tax
	12 months: \$200 plus sales tax

Creates new, longer-term options for lots at Rec Center and Woods/Whitefish

VEHICLES AND TRAFFIC (continued)	
Impound Lot	\$25.00/day for each vehicle, trailer and other personal property
	\$50 hauling fee

New fee (consistent with hauling fee imposed upon nonmotorized vessel)

ZONING PERMIT FEES	
La Pointe Zoning: 715-747-2707	
Ashland County and State Sanitary Permits: 715-682-7014	
Madeline Sanitary Permits: 715-747-6923	
Town of La Pointe Land Use Permit	\$75.00 + \$0.25/sq. ft.
Extension (see application)	\$50.00
Transfer	\$50.00
Nonrefundable Land Use Permit Fee	\$50.00
County Land Use Permit	Refer to Ashland County Fee Schedule for land that is within 1,000 feet of the lakeshore
Board of Appeals	\$750.00
Variance Request	\$750.00
Conditional Use Permit	\$750.00
Petition for Zoning Map/Text Change	\$1,500.00
Rental Permits	
Principal Dwelling	Short Term (as defined by ordinance): \$175; annual renewal fees due on or before May 14th. Long Term: \$50
Accessory Dwelling	Short Term (as defined by ordinance): \$175; annual renewal fees due on or before May 14th. Long Term: \$50

Increases short-term rental from \$150 in all cases; created long-term rental fee of \$50 in all applicable cases

ZONING PERMIT FEES (continued)	
Multiple Family Dwelling	Multi-Family Dwelling/Hotel/Motel/Condominium Short Term (as defined by ordinance): \$175 per unit; annual renewal fees due on or before May 14th. Long Term: \$50 per unit
Tourist Rooms	Short Term (as defined by ordinance): \$175 per room; annual renewal fees due on or before May 14th.
Boarding/Rooming House Lodging Permit	Short Term (as defined by ordinance): \$175 per unit; annual renewal fees due on or before May 14th. Long Term: \$50
Incidental Dwelling	Short Term (as defined by ordinance): \$175 per room; annual renewal fees due on or before May 14th. Long Term: \$50
Long Term Camping Unit	Requires a Land Use Permit
Rental without a permit	Fee doubles; fee quadruples upon failure to comply after 30 days' notification

This was established in Resolution 2022-0614

Subdivision Map/Plat Map	\$500.00
Provide 20 copies plus original	
Minor Lot Subdivision/Certified Survey Map	\$250.00
Provide 15 copies plus original	
Special Meeting of the Town Plan Commission	\$500.00/meeting
Types of Permits	
Fire Number	\$150.00 (up to two)
Road Access/Driveway Extension	\$50.00
Signs	\$50.00
Move Structures	Requires a Land Use Permit
Addition/Alteration	Requires a Land Use Permit
Change of Land Use	\$50.00

ZONING PERMIT FEES (continued)	
Home Occupation	\$25.00
Late Fee Schedule	
Permit fees double if project begins prior to issuance	
Permit fees quadruple upon 30 days after notification	
Land Disturbing Activity not included with any other work at the site	\$25.00 (also requires a Land Use Permit) Late fee quadruples upon 3 days after notification.
<p>Project Beginning: Where applicable, project begins at Land Disturbing Activity, which is defined as any man-made change of the land surface including stumping of vegetative cover, excavating, filling, soil deposits and grading but not including agricultural land uses such as planting, growing, cultivating and harvesting of crops; growing and tending of gardens; harvesting of trees; and landscaping.</p>	
Cell Tower:	
Mobile Tower New Construction Land Use Permit (one-time fee)	\$3,000.00
Mobile Tower Class 1 Co-Location Land Use Permit (one-time fee)	\$3,000.00
Mobile Tower Class 2 Co-Location Land Use Permit (one-time fee)	\$500.00
Zoning Ordinance	\$22.00 (paper copy) Also available on Town website: townoflapointewi.gov
Comprehensive Plan	\$7.00 (paper copy) Also available on Town website: townoflapointewi.gov
<i>Administrative costs for warrantless complaints may be assessed to the complainant</i>	
Uniform Dwelling Code (UDC) / Solar Inspection Fees	Paid directly to Alder Engineering, as per Estimated Fee Schedule posted on Town website: townoflapointe.gov

MEMO

To: Town Board
From: Michael Kuchta, Town Administrator
Re: 2023 Budget Report

Dec. 13, 2022

On Dec. 5, you approved a 2023 budget totaling \$4,362,445.

At this meeting, you need to clarify (for accounting, auditing and other purposes) how detailed a budget you want to adopt officially. In general: the less detailed the budget, the more flexibility it provides, and the fewer budget amendments it is likely to require as the year progresses. Or, vice versa, a more-detailed budget will mean, in general, more precision, guidance and oversight of departments and expenditures, but also more (and more detailed) budget amendments during the year. The options:

- **A condensed budget.** This is the one-page option in your packet, and is similar to what you receive once a month during the year. The numbers breakdown for 2023 is identical to what was on Page 10 of the Budget Book. The condensed budget outlines revenues and expenditures in broad categories; it does not specify how much is allocated to the specific departments, accounts, or line items that fall within each of those broad categories.
- **A summary budget.** This is the five-page option in your packet. It contains the same broad categories of revenues and expenditures as the condensed budget, but adds some specific details. These details primarily show breakdowns by department and/or function.
- **A detailed budget.** This option would be what is listed in Column 3 on Pages 12-21 in the Budget Book, as well as the 2023 columns for Designated Funds, which are on Page 11 of the Budget Book. This budget specifies revenue and expenditures for each specific account or line item.

RECEIVED

DEC 8 2022

Initial: dk

2023 Town Board Budget Condensed Summary Report

REVENUES:

	Proposed 2023 budget	2022 Amended Budget	2022 Actual + Estimated	2022 Budget Remaing
A.: Taxes:	\$ 2,076,034	\$ 1,943,610	\$ 1,976,414	\$ 2,076,034
Intergovernl Revenues:	\$ 238,238	\$ 291,291	\$ 246,345	\$ 238,238
Licenses & Permits:	\$ 48,067	\$ 36,665	\$ 54,768	\$ 48,067
Fines/Forfeitures:	\$ 2,600	\$ 3,575	\$ 5,441	\$ 2,600
Public Services Chrgs:	\$ 463,502	\$ 580,752	\$ 494,787	\$ 463,502
Intergovernl Chrgs:	\$ 38,100	\$ 168,100	\$ 176,082	\$ 38,100
Misc. Revenue:	\$ 109,660	\$ 178,033	\$ 204,369	\$ 109,660
Other Fin. Sources:	\$ 1,386,244	\$ 1,439,813	\$ 121,056	\$ 1,386,244
TOTAL REVENUES:	\$ 4,362,445	\$ 4,641,839	\$ 3,279,263	\$ 4,362,445
	0	0	0	0

EXPENDITURES

	Proposed 2023 budget	2022 Amended Budget	2022 Actual + Estimated	2022 Budget Remaing
General Government	\$ 738,175	\$ 662,610	\$ 657,336	\$ 738,175
Public Safety:	\$ 703,702	\$ 740,479	\$ 733,551	\$ 703,702
Public Works:	\$ 851,014	\$ 837,199	\$ 898,355	\$ 856,514
Health & Human Services:	\$ 44,199	\$ 44,248	\$ 40,730	\$ 44,199
Culture, Parks & Rec:	\$ 432,295	\$ 391,110	\$ 389,053	\$ 432,295
Conservation & Devel:	\$ 43,628	\$ 141,020	\$ 104,760	\$ 43,628
Capital Outlay:	\$ 1,085,687	\$ 1,269,321	\$ 474,395	\$ 1,085,687
Debt Service:	\$ 424,195	\$ 437,667	\$ 437,665	\$ 424,195
Other Financing Needs:	\$ 39,550	\$ 118,184	\$ 154,197	\$ 39,550
TOTAL EXPENDITURES:	\$ 4,362,445	\$ 4,641,838	\$ 3,890,042	\$ 4,367,945
	0.00	0.00	0.00	0.00

2023 Town Board Budget Summary Report - TO BE APPROVED

REVENUES:

	2023 Proposed Budget	2022 Amended Budget	2022 Actual + Estimated
Taxes:			
Property Tax (Levy)	\$ 1,871,395	\$ 1,777,534	\$ 1,773,358
Accommodations Tax	\$ 190,000	\$ 155,000	\$ 187,126
Other Taxes	\$ 14,639	\$ 11,076	\$ 15,930
	\$ -	\$ -	\$ -
Subtotal	\$ 2,076,034	\$ 1,943,610	\$ 1,976,414
Intergovernmental Revenues:			
Recycling Grant	\$ 8,800	\$ 9,000	\$ 8,829
Grants; Trails, Parks, Docks, Election	\$ 72,213	\$ 66,307	\$ 23,393
Solar Array Grant	\$ -	\$ 47,000	\$ 43,000
State Transportation Aids	\$ 90,000	\$ 90,593	\$ 90,593
State Revenues/Aids	\$ 54,910	\$ 68,722	\$ 67,653
State DNR	\$ 12,315	\$ 9,669	\$ 12,877
Subtotal	\$ 238,238	\$ 291,291	\$ 246,345
Licenses & Permits:			
Licenses	\$ 8,017	\$ 6,882	\$ 7,620
Zoning Permits, Books	\$ 40,050	\$ 29,783	\$ 47,148
Subtotal	\$ 48,067	\$ 36,665	\$ 54,768
Fines, Public Services Charges:			
Fines & Forfeitures	\$ 2,600	\$ 3,575	\$ 5,441
Parks & Rec	\$ 210,872	\$ 287,990	\$ 225,047
Airport	\$ 46,941	\$ 40,913	\$ 44,180
MRF	\$ 105,000	\$ 160,000	\$ 131,923
Docks & Harbors	\$ 69,035	\$ 66,140	\$ 66,141
Ambulance	\$ 20,000	\$ 14,000	\$ 14,164
Roads	\$ -	\$ 500	\$ 240
Contributions	\$ 3,597	\$ 3,575	\$ 2,570
Other Charges	\$ 8,057	\$ 7,634	\$ 10,522
Subtotal	\$ 466,102	\$ 584,327	\$ 500,228

EXPENDITURES

	2023 Proposed Budget		2022 Amended Budget		2022 Actual + Estimated
General Government:	\$ 738,175		\$ 662,610		\$ 657,336

EXPENDITURES

	2023 Proposed Budget		2022 Amended Budget		2022 Actual + Estimated
Public Safety:					\$ -
Police	\$ 285,442		\$ 329,936		\$ 359,742
Fire Dept	\$ 190,349		\$ 172,853		\$ 161,318
Ambulance	\$ 227,911		\$ 237,690		\$ 212,491
Subtotal	\$ 703,702		\$ 740,479		\$ 733,551
Public Works:					
Roads & highways	\$ 527,055		\$ 496,896		\$ 510,956
Gravel	\$ 13,000		\$ 10,000		\$ 11,063
Airport	\$ 56,371		\$ 54,843		\$ 43,038
Docks & Harbors	\$ 7,736		\$ 11,513		\$ 8,032
Solid Waste/Recycling	\$ 246,852		\$ 263,947		\$ 325,266
Subtotal	\$ 851,014		\$ 837,199		\$ 898,355
Health & Human Services:					
Health Center	\$ 28,726		\$ 27,374		\$ 27,221
Cemetery	\$ 15,473		\$ 16,874		\$ 13,509
Subtotal	\$ 44,199		\$ 44,248		\$ 40,730
Culture, Parks & Recreation:					
Library	\$ 216,000		\$ 203,014		\$ 203,014
Parks	\$ 205,525		\$ 183,055		\$ 175,144
Recreation	\$ 10,770		\$ 5,041		\$ 10,895
Subtotal	\$ 432,295		\$ 391,110		\$ 389,053
Conservation & Development:					
ZAP	43,628		69,273		55,363
Committees	0		71,747		49,397
Subtotal	\$ 43,628		\$ 141,020		\$ 104,760

EXPENDITURES

	2023 Proposed Budget	2022 Amended Budget	2022 Actual + Estimated
Capital Outlay:			
General Government	\$ 17,150	\$ 35,400	\$ 39,488
Law Enforcement	\$ 51,786	\$ 42,576	\$ 2,790
Fire Department	\$ 846,264	\$ 688,200	\$ 21,000
Ambulance Service	\$ 9,952	\$ 7,000	\$ -
Roads	\$ 117,500	\$ 250,831	\$ 197,783
Airport	\$ 15,000	\$ 3,667	\$ 3,667
Docks & Harbors	\$ -	\$ 20,080	\$ 19,730
Other Transportation	\$ -	\$ -	\$ 10,588
Materials Recovery Facility	\$ 3,500	\$ 48,862	\$ 51,518
Health Center			
Cemetery	\$ -	\$ 5,976	\$ 5,976
Library	\$ -	\$ -	\$ -
Parks & Recreation	\$ 22,705	\$ 159,107	\$ 114,717
Zoning			
Emergency Services Bldg Project	\$ 1,830	\$ 7,622	\$ 7,138
Subtotal	\$ 1,085,687	\$ 1,269,321	\$ 474,395

Debt Service:	
Principal & Interest	
Interest	
	Subtotal
Other Financing Needs:	
Fund Transfers to Design.	
Contingency	
	Subtotal

2023 Option #3 Budget	2022 Amended Budget	2022 Actual + Estimated
\$ 424,195	\$ 437,667	\$ 437,665
\$ 424,195	\$ 437,667	\$ 437,665
\$ 39,550	\$ 98,184	\$ 154,197
\$ -	\$ 20,000	\$ -
\$ 39,550	\$ 118,184	\$ 154,197
\$ 4,362,445	\$ 4,641,838	\$ 3,890,042

SHORTFALL: \$ - \$ - \$ -

 \$ 1 \$ 1 \$ (610,780)

TRISTA, AA, Clerk.
Clerk, Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY NOVEMBER 22, 2022
5:00 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, Elected Clerk Micaela Montagne
Called to Order: 5:00pm

I. Public Comment A*: None.

II. Administrative Reports

A. Town Administrator's Report: Report prepared by Michael Kuchta. Discussion on the housing committee looking at a possible property near Casper trail on Big Bay Road.

III. Public Works

A. Materials Recovery Facility (MRF)

1. Contract with Gary Beekma for Removal of Refrigerant: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Committee Minutes: No discussion

V. Town Hall Administration

A. Budget Summary Report: Motion to approve, Motion to approve the report dated 11/5/22, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

B. 2023 Budget/ Tax Levy Meeting December 5, 2022 Preparation: Budget books will be available next week and on the website. Meeting will include discussion on the police department budget.

C. Vantage Flex Flex/Section 125 Rollover Amount from \$500 to \$610: Motion to approve the change, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$93,260.28, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Alternative Claims: Motion to approve Alternative Claims for October 2022 in the amount of \$201,678.78, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Treasurer's Report: Motion to approve the Treasurer's cash summary report showing a total of \$2,840,452.11 and a total available checking of \$952,414.32, A. Baxter/ J. Carlson, 5 ayes, Motion Carried.

IX. Minutes

A. Regular Town Board Meeting November 10, 2022: number of hours for new hire in item VIII. A. 1 should be 1872 not 18872.

B. Special Town Board Meeting November 17, 2022:

Motion to approve minutes (item A. as corrected), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

X. Emergency Services

A. Police Department

1. 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 closes session, A. Baxter/ J. Carlson, 5 Ayes by roll call vote, Motion Carried. 5:15pm.

Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. 5:36pm.

Motion to authorize the filing of a petition under State statute 227.41 regarding the Department of Revenue's determination, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

XI. Public Comment B:** None.

XII. Lawsuits & Legal Issues: None.

XIII. New Agenda Items for Future Meetings: DOR petition, grant for the energy committee.

XIV. Adjourn: Motion to adjourn, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Adjourned at 5:38pm.

Submitted by Micaela Montagne, Town Clerk.

TB TA, AA Clerk.
Clerical, Public

**TOWN OF LAPOINTE
PUBLIC HEARING:
2023 BUDGET
MONDAY, DECEMBER 5, 2022
5:00 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
Public Present: 40 Townspeople present total including Town Board Members

I. Call to Order: Meeting called to order by Glenn Carlson at 5:00pm.

II. The purpose of this Public Hearing is to discuss the 2023 proposed budget:

Carol Neubauer commented on utilizing the Emergency Services Building more for meetings instead of spending money to get new audio and video equipment in the Town Hall meeting room.

Many comments and discussion on the police department budget: the current proposed 2023 budget includes coverage by the La Pointe Police Department 75% of the time and the other 25% of the time being covered by Ashland County sheriffs. This is because Ashland County has decided to stop providing the Town with \$135,000 annually to cover some of the police budget.

III. Adjourn: Motion by Michael Anderson to adjourn, second by John Carlson, All in favor. Adjourned at 5:18pm.

Submitted by Micaela Montagne, Town Clerk.

Sign-In Sheet
Public Hearing & Special Town Meeting
December 5, 2022

<u>Name</u>	<u>Physical Address</u>
Michael Brennan	961 SNOWPARK DR. L.P.
Susan / Bonnie	961 SNOWPARK RD
Mary Ross	617 Miller Farm Rd
Glenn Carlson	2229 Hagen Rd.
Susan Fabre	283 Big Bay Road
Reddie Knapp	1400 Middle Rd
Russell Flores	520 Middle Rd
Larry Stone	506 Middle Rd
Rick Paschke	1596 N. Shore Rd
Nick & SUSAN WIDMAR	2224 N. SHORE RD
D. Cauders	1117 South Shore Rd.
Jim Peters	1186 S. Shore Road
Robin Trinkle Russell	1360 Middle Rd
Evans J. Erickson	904 Whitefish St
Peggy Bass	3346 Stockton
Steve Lennick	2096 North Shore Rd
Anna Lennick	
Kenry Gill	2598 North Shore Rd
Peter Ross	3346 Stockton Rd
DAN HARBIN	1003 STONE PT LANE
Carol Newbould	E940 Big Bay
MICHAEL DALZIELL	3078 Big Bay Road
PAUL Wilharm	545 Middle Rd
MARTIN CUNY	547 S. Shore Rd
Debra Dally	948 Voyageur/Harling
Cynthia Dupell	3078 Big Bay Rd
Julie Sawyer	916 Whitefish St

TBS TA, AA, Clerk,
Clerical, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
MONDAY, DECEMBER 5, 2022**

**Immediately following a Special Town Meeting
Regarding the 2023 Budget
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, William Defoe, Elected Clerk Micaela Montagne
Public Present: Rick Reichkitzer, Martin Curry Michael Childers, Evan Erickson, Elizabeth Ellis, Mary Ross, Katie Sanders

I. Call to Order: Meeting called to order by Glenn Carlson at 5:58pm.

II. Discuss & finalize the 2023 Budget per the tax levy, voted by the Townspeople.

Motion to approve an amended budget to include borrowing an additional \$135,000 for police coverage, S. Brenna/ G. Carlson.

Discussion on waiting to approve any additional money for the police department until after another possible meeting with the County Administrator and the new County Sheriff in early January- if the money and coverage is covered by the Town, then there is less leverage on negotiating with the County. Decided to have the La Pointe police department provide full coverage through the month of January to provide more time to figure things out. This will not change the budget, if the County will provide coverage later in the year, days will shift so budget will not be changed.

Amended motion to approve the budget as presented with a total revenues and expenditures at \$4,362,445, S. Brenna/ G. Carlson, 4 Ayes, 1 opposed (M. Anderson), Motion Carried.

III. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:08pm.

Submitted by Micaela Montagne, Town Clerk

*TRE TAAA Clerk, public
clerk
Info only. To be approved
at Annual town meeting
April 23*

**TOWN OF LA POINTE
SPECIAL TOWN MEETING
MONDAY, DECEMBER 5, 2022
Immediately following a Public Hearing
At Town Hall
Draft Minutes**

40 Townspeople present as per the attached sign-up sheet.

I. Call to Order: Meeting called to order by Glenn Carlson at 5:18pm.

II. Consider the adoption of a resolution by the town meeting endorsing a Town Board Resolution (#2022-1117) which proposes that the town levy exceed the state allowable levy limit under Ss. 66.0602 of Wisconsin Statutes, specifically a proposed tax levy which would exceed the allowable town tax levy for 2022/Payable 2023 by 5% percent which would be a dollar increase of \$89,114 (for a total of \$1,871,395).

Motion by Mike Starck to approve the levy at the State allowable limit with no increase, second by Steve Lennick. Discussion on how it would be a mistake as the increase still does not cover the full impact of inflation, and there is already talk of the town borrowing money, and borrowing is currently not cheap. 3 Ayes, 37 opposed, Motion Failed.

Motion by Robin Trinko Russell to approve the tax levy with the 5% increase as presented, second by Dale Whittaker, 37 Ayes, 3 opposed, Motion Carried.

III. Approve the 2022 total Town Tax Levy to be collected in 2023 pursuant to Sec. 60.10(1)(a) Wisconsin Statutes:

Motion by Peter Ross to approve the tax levy at \$1,871,395, second by Debbie Knopf, All Ayes, Motion Carried.

IV. La Pointe Police Department Budget: Staffing and Funding:

Discussion included the overview of the dilemma with the WI Department of Revenue (DOR) their original opinion was that since Ashland County is discontinuing their payment to the Town for a service, the \$135K could be transferred from the County's tax levy to the Town's Levy- meaning no change for the taxpayer, just that the Town could keep the money. The DOR reversed their opinion, and now the Town is planning of filing a petition on the reversal.

Mike Starck mentioned that the County Administrator is interested in meeting again with the Town Administrator and Town Board after January 3, 2023 when the new County Sheriff begins to discuss the issue.

Further discussion and comments on the pros and cons of not having the La Pointe police department provide full coverage (the current 2023 budget includes $\frac{3}{4}$ La Pointe coverage and $\frac{1}{4}$ County coverage). Many comments on supporting the Town in the fight to have Ashland County continue to provide some funding for the police department as the town does not get much return on their tax money in county services. Many people also interested in providing funding for the full coverage by the Town so there are no options to be open to vulnerability or exposed because of lack of police presence.

Townspeople advisory vote on borrowing more money (\$135,000) to have the La Pointe police department provide 100% coverage, 23 Ayes, 6 Nays, and 7 Abstain.

V. Adjourn: Motion by Mike Anderson to adjourn, second by Steve Lennick, All Ayes, Motion Carried. Adjourned at 5:51pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

Madeline Island Ambulance Volunteer Service Sponsorship

The Madeline Island Ambulance Service (the Service) has agreed to sponsor you for online Emergency Medical Technician (EMT)/Emergency Medical Responder (EMR) training through Allied Medical Training of Edina, MN. Thanks so much for making this commitment.

As part of this sponsorship, the Service will pay for your class; textbook fees; and travel, meals and lodging expenses for the in-person portion of the training. This sponsorship agreement requires you to pass the EMT class, pass both the written and practical exams, and give at least 1 year of service to the Madeline Island Ambulance Service as a compensated volunteer. The Service also will pay for your initial State and National written and practical final exams.

Please know that the Madeline Island Ambulance Service members are willing and happy to work with you if you have any questions regarding the EMT class material. We are happy to meet with you, study with you, and will encourage you throughout your training.

If you do not pass the training class and exams, or leave the Service for any reason during the first year, you will be obligated to pay back the class and textbook fees associated with the class. If you do not pass the written and practical final exams on your first attempt, you will be obligated to pay any fees associated with retaking the tests.

The Service reserves the right to end the volunteer relationship in less than a year at its discretion. If you do not remain in good standing for the first year, or are terminated for any reason, you are obligated to pay back the class and textbook fees associated with the class.

Repayment of class and textbook fees will be due within 6 months of failing to meet any of the Madeline Island Ambulance Volunteer Service Sponsorship requirements.

What is written is what the agreements and conditions are. No previous agreements or conditions apply.

Please sign in acknowledgement:

Signature: _____

Date: _____

Director Signature: _____

Date: _____

RECEIVED

DEC 12 2022

Initial: dg