

## MEMO

To: Town Board  
From: Michael Kuchta  
Re: Town Administrator's Report  
DATES COVERED IN REPORT: Dec. 10-22, 2022

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### 1. Accomplished/Completed

- **Comprehensive Plan update.** After a weather delay, presented to Town Board and TPC members on Dec. 20. Recording is at <https://tinyurl.com/vc3ha4nt>. If necessary, use this passcode: +W^05rgH. (You can ignore the first four minutes or so of technical glitches.)
- **Wisconsin Commercial Ports Association.** Attended remote meeting on Dec. 12.

### 2. Coming Up

- **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 on 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.
- **Fire numbers.** The long-awaited meeting with Lange Enterprises is scheduled for Jan. 10.

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

- **Public Works.** This hiring request is for back-up plow drivers.
- **Budget Amendment #2022-04.** See the separate memo that accompanies the actual amendment and spreadsheet from the accounting administrator.
- **2023 Compensation Resolution.** Wages and salaries reflect amounts agreed upon during budget discussions. New rates take effect on Jan. 8, which is the start of the first full pay period of 2023.
- **Clinic Lease Agreement.** This renews a two-year lease for the La Pointe Community Clinic. Terms and conditions for 2023-2024 are the same as the expiring lease.
- **Winter Transportation Agreements.** This package includes three agreements and supporting documents:
  - The renewal letter, which identifies this season's fuel charges. Fuel increases by \$1.20 per gallon, or \$95.30 per day, for the wind sleds; fuel decreases 19 cents per gallon, or \$1.62 per day, for the van.
  - The agreement itself, which is unchanged from 2021-22 except for dates.
  - The ice rescue MOU, which is unchanged from 2021-22 except for dates. (This is on the agenda under Emergency Services)
- **Joint Powers Agreement.** This is the annual emergency services agreement that commits municipalities within the county, including La Pointe, to provide mutual aid if dispatched through the county 911 system.
- **Big Water Apparatus Service Agreement.** This renews a two-year agreement for maintenance and repairs of emergency services' vehicles and equipment. Terms are essentially unchanged from the amended version of the expiring agreement. Rates increase in Exhibit A from \$125/hour to \$150/hour; from \$65/hour to \$85/hour for ferry season travel; and from \$1.25/mile to \$1.50/mile for ice road travel.

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- **Notice of Claim.** The attorney's draft of the notice to Ashland County was distributed confidentially. It is available to approve, depending on the results of discussion in closed session.
- **Designated Fund.** This would authorize Town administration to set up a designated fund to receive financial contributions that support legal actions being pursued by the Town.

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

- **Town Hall.** We rearranged work spaces to accommodate desk space for the payroll coordinator and Harbor Commission secretary. Not all their technology has arrived. Biggest change: Zoning is now sharing the Town Administrator's office.
- **Ashland Daily Press.** An article about Ashland County defunding the La Pointe Police ran on Dec. 12. You can read it at <https://tinyurl.com/62xitzt6>.
- **Rec Center bathrooms.** Building inspector James Price signed off on the project Dec. 20. As a result, we will issue the final payment to the contractor.
- **Answers to Questions from Dec. 13.**
  - **Rescue training.** The fire department scenario took 20 minutes to locate the "victim."
  - **Zoning permit revenue.** As inferred, the differences in 2021 and 2022 revenue do indeed reflect trends in development between lakeshore and inland properties.
  - **Intoximeter.** The potential intoximeter calibrates itself through an internet connection. A state service technician would visit a few times a year. None of these is a cost to the Town. Training would be a cost to the Town.

#### 5. Grant Report

- No updates.

#### 6. Lawsuits/Legal Issues

- **Ashland County.** Had a 40-minute conversation with Sheriff-elect Brian Zupke on Dec. 20. County appears to have made no adjustments or plans to date to provide reliable or regular coverage to La Pointe. Continue to research old Town and County minutes, other sources re: law enforcement agreement. More details in closed session.

#### 7. Other Information

- **End of year.** Cash on hand is projected to be closer to \$350,000, rather than the \$218,000 expected during budget discussions. Most of this difference is the result of anticipated expenditures that will not take place until 2023 if they occur; these include fire department turnout gear, the waterfront sidewalk, costs for the BBTP accessibility study, and gravel. About \$15,500 is for unused contingency funds.
- **Insurance Renewal.** Review of the final proposal for insurance coverages for calendar year 2023 is complete. These policies cover property, crime, inland marine, auto, general liability, law enforcement liability, public officials and management liability, cyber liability, and excess liability. Premium will be \$84,912 (an increase of \$7,844 from calendar year 2022, or 10.2%). A breakdown of premiums by category is attached; let me know if you want to see the entire coverage package. In addition, we have been informed that our workers comp premium will be \$48,625, a decrease of more than \$17,000 from 2022.
- **Out of office.** I'll be gone Jan. 4-5 (weather permitting) for dental work – I'm smiling as I write this.

**PREMIUM SUMMARY**

**TOWN OF LA POINTE (WI) C11696**

	<u>Premium</u>
Property.....	\$19,722
Crime.....	\$340
Inland Marine.....	\$8,775
Auto.....	\$17,623
General Liability .....	\$20,915
Law Enforcement Activity Liability .....	Included
Public Officials and Management Liability .....	\$8,669
Educators Legal Liability .....	Not Quoted
Cyber Liability and Privacy Crisis Management Expense.....	Included
Excess Liability .....	\$8,868
<b>Total Estimated Annual Premium .....</b>	<b>\$84,912</b>

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

**MOTION TO HIRE EMPLOYEE**

**TOWN BOARD MEETING DATE: December 27, 2022**

**Job Title: Temporary Driver and Equipment Operator**

**Department: Public Works**

I move to hire **Karen Thomas** and **Paul Wilharm** as **Temporary Drivers and Equipment Operators** at **\$17.00** per hour, beginning **Jan. 1, 2023**. These positions will not exceed **200** hours combined and will end no later than **Dec. 31, 2023**, unless the Department Head determines that an earlier end date is appropriate.

These are unbenefited positions.

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# 2022 Town Board Budget Condensed Summary Report

## REVENUES:

Through Budget Amend #3

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Nov 2022	2022 Budget Remaing	2021 Actual -Nov 2021
Taxes:	\$ 1,943,610	\$ 1,943,610	\$ 1,991,496	\$ (47,886)	\$ 1,956,811
Intergovernl Revenues:	\$ 275,484	\$ 291,290	\$ 246,985	\$ 44,305	\$ 144,347
Licenses & Permits:	\$ 36,665	\$ 36,665	\$ 55,293	\$ (18,628)	\$ 34,057
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 5,416	\$ (1,841)	\$ 4,543
Public Services Chrgs:	\$ 580,752	\$ 580,752	\$ 495,559	\$ 85,193	\$ 555,391
Intergovernl Chrgs:	\$ 178,100	\$ 168,100	\$ 175,456	\$ (7,356)	\$ 169,110
Misc. Revenue:	\$ 161,348	\$ 178,033	\$ 202,851	\$ (24,818)	\$ 180,900
Other Fin. Sources:	\$ 1,316,474	\$ 1,389,813	\$ 21,514	\$ 1,368,299	\$ 1,091,993
<b>TOTAL REVENUES:</b>	<b>\$ 4,496,008</b>	<b>\$ 4,591,838</b>	<b>\$ 3,194,572</b>	<b>\$ 1,397,267</b>	<b>\$ 4,137,152</b>
	0	0	0	0	0

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## EXPENDITURES

	Approved 2022 budget	2022 Amended Budget	2022 Actual -Nov 2022	2022 Budget Remaing	2021 Actual -Nov 2021
General Government	\$ 649,076	\$ 662,610	\$ 585,566	\$ 77,044	\$ 550,608
Public Safety:	\$ 794,996	\$ 740,478	\$ 600,450	\$ 140,027	\$ 523,213
Public Works:	\$ 834,799	\$ 837,199	\$ 712,026	\$ 125,173	\$ 696,345
Health & Human Services:	\$ 44,248	\$ 44,248	\$ 39,811	\$ 4,437	\$ 38,162
Culture, Parks & Rec:	\$ 398,096	\$ 341,110	\$ 366,604	\$ (25,494)	\$ 374,380
Conservation & Devel:	\$ 112,500	\$ 141,020	\$ 99,282	\$ 41,738	\$ 30,559
Capital Outlay:	\$ 1,156,441	\$ 1,269,321	\$ 363,003	\$ 906,318	\$ 1,484,892
Debt Service:	\$ 437,668	\$ 437,668	\$ 426,118	\$ 11,550	\$ 451,892
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>\$ 3,281,045</b>	<b>\$ 1,310,793</b>	<b>\$ 4,187,651</b>
	0.00	0.00	0.00	0.00	0.00

## 2022 Town Board Designated Funds Breakdown

2022  
Budgeted  
Yr end Bal

	<u>Nov-22</u> -	<u>Oct-22</u> =	<u>CHANGE</u>	<u>2022 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	21,880	21,880	0	12,717
Cell/Commission/Committees	562,120	562,258	(139)	500,099
			-Misc expenses	
ZONING (Fire # Project)	40,352	40,352	0	0
LAW ENFORCEMENT:	29,045	29,045	0	29,144
FIRE DEPARTMENT:	93,142	94,723	(1,580)	47,320
			-PO#2022-68	
AMBULANCE:	75,151	75,151	0	38,649
ESB RECOVERY FUND (Donations)	600	600	0	601
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	0	0
ESB Insurance Contents	42,703	43,612	(909)	39,760
			- FD tools, etc	
AIRPORT EXTENSION/EXPANSION:	8,334	8,334	0	8,334
MATERIAL RECOVERY FACILITY:	5,000	5,000	0	0
PARKS:	46,496	46,676	(180)	19,357
			- playground exp	
REC CENTER: General Recreation Center, Softball fund	52,536	52,536	0	5,494
CEMETERY FUND	11,932	11,932	0	8,942
WINTER TRANSPORTATION FUND:	10,067	10,067	0	16,251
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	142,692	149,308	(6,616)	81,486
			+Grant reimb, -program & grant expenses	
<b>TOTAL DESIGNATED FUNDS:</b>	<b>\$1,749,548</b>	<b>\$1,758,972</b>	<b>(9,424)</b>	<b>\$808,244</b>

**2022 Actuals & Comparisons to 2021 Actuals**

Year to Date	Nov 2022 to Nov 2021	2022	2021	Change 2022 from 2021	UP
<b>REVENUES:</b>		\$3,173,057	\$3,045,159		\$127,898 <i>favorable</i>
<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>					
All Tax collections (timing)		\$1,991,496	\$1,956,811	\$34,685	
Collection % of Town's tax levy		99.8%	100.0%		
Transportation aids, state funding		\$180,157	\$135,496	44,660.52	
Grants & Reimbursements		\$66,829	\$8,851	57,977.80	
BBTP Campground, shelters, NMV		\$223,812	\$263,396	(39,584.37)	
Airport, Docks & Harbor Fees, revenues		\$112,804	\$106,122	6,681.58	
Zoning Permits, Parking tickets, licenses, Ambulance		\$73,239	\$48,525	24,713.92	
MRF Fees & MRF sales		\$147,467	\$200,875	(53,408.29)	
Misc Revenue, Cemetary		\$14,901	\$13,498	1,403.33	
County & Intermunicipal re-imburements		\$175,456	\$169,110	6,346.27	
Misc leases, property sales, interest, contributions		\$186,898	\$142,475	44,422.53	
		\$0	\$0		

		2022	2021	Change	UP
<b>EXPENDITURES:</b>		\$2,766,743	\$3,698,159		-\$931,416 <i>favorable</i>
<i>(excludes Debt Service (borrowing) &amp; Other Financing Uses)</i>					
<b>General Government</b>		\$585,566	\$550,608	34,958.18	<i>un-favorable</i>
UP Audit, Accom tax payout, Personnel, Harbor Commission setup					
DOWN Gen insurance, legal					
<b>Law Enforcement</b>		\$313,474	\$283,753	29,721.12	<i>un-favorable</i>
UP Personnel, general & WC insurance, training, legal, vehicle, legal					
DOWN Building expenses, uniforms					
<b>Fire Dept.</b>		\$103,753	\$99,501	4,252.27	<i>un-favorable</i>
UP: Length of Service, bidg maint/utilities, supplies, training, turnout gear					
DOWN Compensation ( <i>timing: Chief &amp; mechanic behind</i> ), fire chief expenses					
<b>Ambulance Service</b>		\$183,223	\$139,959	43,263.80	<i>un-favorable</i>
UP Compensation, equip repairs, supplies, billing, Length of Service, uniforms					
DOWN Meds, education					
<b>Roads</b>		\$462,184	\$420,632	41,552.31	<i>un-favorable</i>
UP Roads Labor & benefits, Ice Road & winter trans(\$27,000), fuels (\$17,000), shop supplies, insurances, parts					
DOWN Unemployment, culvert materials, rentals ( <i>#444 paid off in 2022</i> )					
<b>Airport</b>		\$35,265	\$37,321	(2,056.34)	<i>favorable</i>
UP Town labor, TV145 maintenance					
DOWN terminal and general maintenance					
<b>MRF</b>		\$208,245	\$231,802	(23,556.81)	<i>favorable</i>
UP Self hauling costs, gen insurance, gen supplies					
DOWN Personnel & insurance, equip repairs, hauling/disposals					
<b>Library</b>		\$185,517	\$172,936	12,580.69	<i>un-favorable</i>
MI Public Library Board handles - <i>will need to pay back "budget borrowing" of \$50,000 before yr end</i>					
<b>Parks</b>		\$171,658	\$196,179	(24,521.16)	<i>favorable</i>
UP Utilities, insurances, general town labor					
DOWN Unemployment (COVID relief timing), general expenses, BBTP expenses, vehicle					
<b>Recreation Center</b>		\$9,430	\$5,265	4,164.91	<i>un-favorable</i>
UP Insurances, utilities, Town Labor - <i>possible assorted updates, playground work</i>					
DOWN					
<b>ZONING &amp; PLANNING/ad hoc COMMITTEES</b>		\$99,282	\$30,559	68,722.92	<i>un-favorable</i>
UP <u>Zoning</u> : Legal, insurance, Personnel, general office expenses					
UP <u>Ad hoc committees</u> : Affordable Hsing \$2,900, Energy \$43,600, Arts \$2,800, Planning \$17,000					
<b>Capital Outlays</b>		\$363,003	\$1,484,892	(1,121,888.95)	<i>favorable</i>
DOWN Purchases					
2022 Gravel Installment, large purchase		\$31,535	\$31,500		
2022 Law Enforcement Capital		\$2,790	\$770		
2022 Town Hall accounting software		\$17,875			
2022 Roads Equipment		\$113,948	\$10,375		
2022 Town dock Passenger Shelter		\$19,224	\$6,031		
2022 Town Local Roads		\$10,200	\$0		
2022 Cemetary Shed		\$5,976	\$206		
2022 Rec Center Bathrooms remodel		\$84,160	\$71,862		
2022 Waterfront Curve Sidewalk		\$2,442			
2022 MRF Equipment		\$51,518	\$61,805		
2022 Boiler Replacements (2)		\$8			

## MEMO

To: Town Board  
From: Michael Kuchta, Town Administrator  
Re: Budget Amendment #4

Dec. 27, 2022

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The amendment is based on Barb Nelson's projections for the end of the year. The amendment, and this narrative explanation, is grouped into categories of related adjustments.

1. This covers unanticipated costs of installing new boilers in Town Hall and the Winter Transportation Building. The costs total \$17,451; they are paid for by transferring unspent funds from a variety of accounts.
2. General expenses for Town labor at the Rec Center are \$4,865 over budget. This will be offset by using unspent funds from the Rec Center capital account.
3. This category has three sets of adjustments:
  - a. Although we placed orders for a new police squad and new fire engine in 2022, those actual purchases and payments will not take place until 2023. These adjustments -- \$39,786 for the squad and \$650,000 for the fire engine -- ensure that amounts budgeted as expenditures or transfers in 2022 will be available in the appropriate designated funds in 2023.
  - b. The Parks adjustments recognize that \$16,498 was spent directly out of designated funds in 2022, rather than first being transferred to the General Fund as originally anticipated.
  - c. As discussed in budgeting workshops, committee funds will be run through specific designated funds beginning in 2023, rather than being run through General Fund accounts as they have been. Thus, in this case, \$11,160 will be transferred from an ARPA account in the General Fund to the designated fund of the Affordable Housing Advisory Committee.
4. The new skid steer for the MRF cost \$3,450 more than originally budgeted. However, a higher trade-in value offset this.
5. This category has five sets of adjustments:
  - a. \$90.60 will be transferred from a dormant designated fund into the Energy Committee's designated fund.
  - b. \$600.18 will be transferred from a dormant designated fund into the designated fund for ESB equipment.
  - c. The \$47,000 transfer reflects seed money provided to the Harbor Commission.
  - d. The \$30,000 transfer reflects a makerspace reimbursement the Library received, returning money that had been "borrowed" from the Library's general designated fund for cash-flow purposes.
  - e. The Library Board is transferring \$3,200 from its general designated fund: \$2,000 to its scholarship fund and \$1,200 to its art purchase fund.

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6. This category reflects adjustments made to properly-set-up designated funds for committees in 2023 (as discussed in 3c. above):
  - a. Public Arts: Makes \$1,400.59 in unspent funds available for 2023.
  - b. Community Awards: Makes \$261 in unspent funds available for 2023.
  - c. Affordable Housing Advisory Committee: Makes \$5,119 in unspent funds available for 2023, and designates \$60.12 in the General Fund as cash on hand.
  - d. Town Plan Commission: Makes \$8,930.90 in unspent funds available in 2023 for the Comprehensive Plan Steering Committee.
  - e. Energy Committee: The microgrid feasibility study came in \$4,000 under budget, so there was no need for reimbursement from the supporting grant. The remaining \$455 in unspent funds will be available in the committee's designated fund for 2023.
7. The \$50,000 in transfers reflects makerspace reimbursements the Library received, returning money that had been "borrowed" from Library General Budget accounts for cash-flow purposes.
8. This category has two general sets of adjustments to offset specific line items that are anticipated to be over budget for 2022.
  - a. Police Department legal expenses: The \$2,000 in unanticipated expenditures will be offset by the Town Hall legal account, which is under budget.
  - b. The \$33,100 in wage expenditures or charges that are anticipated to be over budget (police, roads and Town labor for the Health Center) will be offset by other labor accounts that are under budget (fire and ambulance) or public works labor charges that are under budget for other Town departments (airport, docks, fire, and MRF).

===== **TOWN OF LA POINTE** =====

**2022 BUDGET AMENDMENT #4**

Page 1 of 3

A resolution amending the 2022 budget of the Town of LaPointe, WI, adopted by a two-thirds majority vote of the entire membership of the Town Board Supervisors of the Town of LaPointe.

***BE IT RESOLVED*** by the Town Board to amend the 2022 budget as follows

1. ***That*** \$6,863.00 be added to Expenditure Line Item "Town Hall Capital" (Acct. #57140-1); that \$10,588.00 be added to Expenditure Line Item "Other Transportation (WTB)" (Acct. #57391-00); that \$4,006.00 be removed from Expenditure Line Item "Town Hall Maintenance" (Acct. #51610-00); that \$3,000.00 be removed from Expenditure Line Item "Town Hall Safety" (Acct. #51610-02); that \$1,000.00 be removed from Expenditure Line Item "Parks Butterfly Garden" (Acct. #55210-12), that \$5,000.00 be removed from Expenditure Line Item "Big Bay Town Park Capital" (Acct. #57621-30) and that \$4,445.00 be removed from Expenditure Line Item "Other Miscellaneous Fin. Uses/ (Contingency)" (Acct. #59900-00) **(ZERO NET CASH USE)**; and
2. ***That*** \$4,865.00 be added to Expenditure Line Item "Recreational Center Town Labor" (Acct. #55400-15); and that \$4,865.00 be removed from Expenditure Line Item "Recreation Center Capital Outlay" (Acct. #57630-00) **(ZERO NET CASH USE)**; and
3. ***That*** \$39,786.00 be removed from Expenditure Line Item "Law Enforcement Capital" (Acct. #57210-01); that \$39,786.00 be added to Expenditure Line Item "Transfer to Designated Funds" (Acct. #59240-00) (#34158-00 Squad Car Fund); that \$650,000.00 be removed from Expenditure Line Item "Fire Dept. Capital Equipment" (Acct. #57220-00); that \$607,325.00 be removed from Revenue Line Item "Transfer From Designated Funds" (Acct. #49240-00) (#34161-04 ESB FD Vehicle Insurance Fund); that \$42,675.00 be removed from Revenue Line Item "Transfer From Designated Funds" (Acct. #49240-00) (#34153-30 FD 66.0608 Fund); that \$1,498.00 be removed from Revenue Line Item "Transfer From Designated Funds" (Acct. #49240-00) (#34155-00 Recreation Bldg. Fund); that \$15,000.00 be removed from Revenue Line Item "Transfer From Designated Funds" (Acct. #49240-00) (#34151-17 Big Bay Town Park Capital Fund); that \$16,498.00 be added to Revenue Line Item "Fund Balance Applied" (Acct. #49300-00); and that \$11,160.00 be removed from Revenue Line Item "Transfer From Designated Funds" (Acct. #49240-00) and that \$11,160.00 be removed from Expenditure Line Item "Affordable Housing Committee" (Acct. #56300-05) **(USE OF CASH)**; and
4. ***That*** \$3,450.00 be added to Revenue Line Item "Sale of Recycling/Solid Waste Equipment" (Acct. #48307-01); and that \$3,450.00 be added to Expenditure Line Item "Recycling Equipment" (Acct. #57435-00), **(ZERO NET CASH USE)**; and
5. ***That*** \$90.60 be moved from Designated Fund "Solar Array Donations" (Acct. #34151-21) and into Designated Fund "Energy Committee Fund" (Acct. #34151-20); that \$600.18 be moved from Designated Fund "Emergency Services Building Donations" (Acct. #3161-00) and into Designated Fund "Emergency Services Building Contents Insurance" (Acct. #34161-05); that \$47,000.00 be moved from Designated Fund "Town Administration/Equipment Cell Tower"

=====TOWN OF LA POINTE=====

**2022 BUDGET AMENDMENT #4**

Page 2 of 3

(Acct. #34151-02) and moved into Designated Fund "Harbor Commission" (Acct. #34151-21) **(ZERO NET CASH USE)**;

That \$30,000 be moved from Designated Fund "Library ARPA-DPI Grant" (Acct. #34156-34) and into Designated Fund "Library General" (Acct. #34156-01); that \$3,200.00 be moved from Designated Fund "Library General" (Acct. #34156-01) and that \$2,000.00 be moved into Designated Fund "Library Scholarship" (Acct. #34156-02) and that \$1,200.00 be moved into Designated Fund "Library Art Purchase" (Acct. #34156-24) (\*\*\*) **(ZERO NET CASH USE)**; and

6. ***That*** \$1,354.00 be removed from Expenditure Line Item "Public Arts Committee" (Acct. #56300-04); that \$1,400.59 be added to Expenditure Line Item "Transfer to Designated Funds" (Acct. #59240-00) (#34152-51 *Public Arts Committee Fund*) and that \$46.59 be added to Revenue Line Item "Donations" (Acct. #48500-01); that \$261.00 be removed from Expenditure Line Item "Community Awards Committee" (Acct. #56300-00) and that \$261.00 be added to Expenditure Line Item "Transfer to Designated Funds" (Acct. #59240-00) (#34151-23 *Community Awards Committee Fund*); that \$5,119.00 be removed from Expenditure Line Item "Affordable Housing Committee" (Acct. #56300-05) that \$5,179.12 be added to Expenditure Line Item "Transfer To Designated Funds" (Acct. #59240-00) (#34151-03 *Housing Committee*) and that \$60.12 be added to Revenue Line Item "Fund Balance Applied" (Acct. #49300-00); that \$8,930.90 be removed from Expenditure Line Item "Town Plan Commission Planning" (Acct. #56400-00) and that \$8,930.90 be added to Expenditure Line Item "Transfer To Designated Funds" (Acct. #59240-00) (#34151-14 *Comprehensive Plan Steering Committee Fund*); that \$4,455.00 be removed from Expenditure Line Item "Energy Committee" (Acct. #56300-02), that \$4,000.00 be removed from Revenue Line Item "Dept of Energy Grant" (Acct. #43270-01) and that \$455.00 be added to Expenditure Line Item "Transfer To Designated Funds" (Acct. #59240-00) (#34151-20 *Energy Committee Fund*); **(USE OF CASH)**; and
7. ***That*** \$40,000.00 be added to Expenditure Line Item "Library Wages" (Acct. #55110-01); that \$10,000.00 be added to Expenditure Line Item "Rec Program Wages/FICA" (Acct. #55112-01) and that \$50,000.00 be added to Revenue Line Item "Transfer from Designated Funds" (Acct. #49240-00), (*Library ARPA-DPI Grant #34156-34*) (\*\*\*) **(ZERO NET CASH USE)**; and
8. ***That*** \$26,000.00 be added to Expenditure Line Item "Law Enforcement Wages" (Acct. #52100-01); that \$2,000.00 be added to Expenditure Line Item "Law Enforcement Legal" (Acct. #52100-16); that \$2,000.00 be removed from Expenditure Line Item "General Government Legal" (Acct. #51300-00), that \$7,700.00 be removed from Expenditure Line Item "Fire Department Compensation" (Acct. #52210-00); that \$2,000.00 be removed from Expenditure Line Item "Fire Dept. Town Labor" (Acct. #52210-14); that \$10,000.00 be removed from Expenditure Line Item "Ambulance Compensation" (Acct. #52310-00); that \$4,500.00 be added to Expenditure Line Item "Roads Labor" (Acct. #53311-02); that \$4,500.00 be removed from Expenditure Line Item "Airport Town Labor" (Acct. #53510-01); that \$1,500.00 be removed from Expenditure Line Item "Docks - Harbor Labor" (Acct. #53540-02); that \$5,400.00 be removed from Expenditure Line Item "Solid Waste Wages" (Acct. #53631-00) and that \$600 be added to Expenditure Line Item "Health Center Wages" (Acct. #54100-02).

## 2022 Budget Amendments

	2022 Approved Budget	Approved Budget Amend #1 02/22/2022	Approved Budget Amend #2 6/14/2022	Approved Amended Amend #3 8/23/2022	Approved Amended Budget	Proposed Amended Amend #4 12/27/2022	Proposed Amended Budget
<b>REVENUES:</b>							
Taxes	1,943,610				1,943,610		1,943,610
Intergovernmental	275,484	15,807			291,291	(4,000)	287,291
Licenses & Permits	36,665				36,665		36,665
Fines	3,575				3,575		3,575
Public Charges	580,752				580,752		580,752
Intergovernmental Charges	178,100			(10,000)	168,100		168,100
Misc Revenues	161,348	5,185	10,500	1,000	178,033	3,497	181,530
Other Financing	1,316,474	65,121	18,500	(10,282)	1,389,813	(611,100)	778,713
	<b>\$4,496,008</b>	<b>\$86,113</b>	<b>\$29,000</b>	<b>(\$19,282)</b>	<b>\$4,591,839</b>	<b>(\$611,603)</b>	<b>\$3,980,236</b>
<b>EXPENDITURES:</b>							
General Government	649,076	11,280		2,256	662,612	(9,006)	653,606
Public Safety	794,996		(180)	(54,338)	740,478	8,300	748,778
Public Works	834,799	2,400			837,199	(6,900)	830,299
Health & Human Services	44,248				44,248	600	44,848
Culture & Recreation	398,096		(50,000)	(6,986)	341,110	53,865	394,975
Conservation Development	112,500	2,020	26,500		141,020	(31,280)	109,740
Capital Outlay	1,156,441	70,414	2,680	39,786	1,269,321	(678,750)	590,571
Debt Service	437,668				437,668	0	437,668
Other Finance Uses	68,184		50,000		118,184	51,568	169,752
	<b>\$4,496,008</b>	<b>\$86,114</b>	<b>\$29,000</b>	<b>(\$19,282)</b>	<b>\$4,591,840</b>	<b>(\$611,603)</b>	<b>\$3,980,237</b>
<b>VARIANCE</b>	<b>\$0</b>	<b>-\$1</b>	<b>\$0</b>	<b>\$0</b>	<b>-\$1</b>	<b>\$0</b>	<b>-\$1</b>
		rounding			rounding		rounding

# 2023 Compensation Resolution – Town of LaPointe Resolution #2022-1227 Page 1 of 4

★ Revised ★

**BE IT RESOLVED** by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, that the following wages or compensation be paid to non-elected employees, compensated volunteers, paid board or commission members of the Town of LaPointe for the year 2023; that the 2023 rates for personnel on a biweekly pay schedule become effective on 01/08/2023 (the beginning of the first full 2023 pay period); that all other compensations become effective on 01/01/2023; and that any additions, changes or deletions to this resolution during 2023 must be attached to this resolution and become a part there of.

<u>POSITION</u>	<u>2022 RATE</u> <i>(hourly unless indicated)</i>	<u>CHANGE</u> <i>(hourly unless indicated)</i>	<u>2023 RATE</u> <i>(hourly unless indicated)</i>
<b><u>PUBLIC WORKS DEPARTMENT:</u></b>			
Public Works Director	\$32.25	\$2.49	\$34.74
<b><u>Roads:</u></b>			
Road Foreman	\$24.73	\$1.91	\$26.64
Road Crew Heavy Equipment Operator	\$24.73	\$1.91	\$26.64
Facilities Manager	\$22.00	\$1.70	\$23.70
Temp Crew/Heavy Equipment Operator (CDL)	\$20.00	NONE	\$20.00
Temp. Driver/Equipment Operator (non-CDL)	\$17.00	NONE	\$17.00
<b><u>Material Recovery Facility (MRF):</u></b>			
MRF Supervisor	\$22.00	\$3.00	\$25.00
MRF Recycling Specialist	\$24.73	\$2.44	\$27.17
<b><u>Airport:</u></b>			
Airport Manager (1)	\$700/month	\$50/month	\$750/month
<b><u>Parks:</u></b>			
Parks #1	\$18.50	\$0.75	\$19.25
Park #2	\$17.00	\$0.75	\$17.75
Parks #3	\$16.00	NONE	\$16.00
Camp Host #1	\$16.65	\$0.60	\$17.25
Camp Host #2	\$16.65	\$0.60	\$17.25
	<i>plus \$1,200 ferry</i>		<i>plus \$1,200 ferry</i>
Campground Assistant	\$13.53	\$0.72	\$14.25
	<i>plus \$800 ferry</i>		<i>plus \$800 ferry</i>
<b><u>Cemetery:</u></b>			
Sexton (1)	\$210.80/month	\$24.20/month	\$235/month

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**2023 Compensation Resolution –  
Town of LaPointe Resolution #2022-1227 Page 2 of 4**

<b><u>POSITION</u></b>	<b><u>2022 RATE</u> <i>(hourly unless indicated)</i></b>	<b><u>CHANGE</u> <i>(hourly unless indicated)</i></b>	<b><u>2023 RATE</u> <i>(hourly unless indicated)</i></b>
<b><u>LAW ENFORCEMENT DEPARTMENT:</u></b>			
Police Chief	\$32.52	\$2.51	\$35.03
Police Officers (Full-time)	\$26.35	\$2.03	\$28.38
Police Sargent & Training Coordinator	\$26.88	\$2.07	\$28.95
Police Officer (Part-time)	\$23.24	\$1.79	\$25.03
Overnight	\$25.00	NONE	\$25.00
<b><u>ZONING &amp; PLANNING DEPARTMENT:</u></b>			
Planning & Zoning Administrator	\$23.00	\$1.77	\$24.77
Town Plan Commission Members	\$50/meeting day	NONE	\$50/meeting day
Town Plan Commission Chair	\$75/meeting day	NONE	\$75/meeting day
Zoning Board of Appeals Members	\$50/meeting day	NONE	\$50/meeting day
Zoning Board of Appeals Chair	\$75/meeting day	NONE	\$75/meeting day
<b><u>LIBRARY DEPARTMENT:</u></b>			
Library Director	\$24.68	\$1.90	\$26.58**
Librarian 1	\$25.37	\$1.95	\$27.32**
Librarian 2	NONE	\$23.00	\$23.00**
Library Assistants/Aides	\$13.12	\$1.88	\$15.00**
Library Recreation Director Program Asst.	\$18.00	NONE	\$18.00**
Library Recreation Director Early Childhood	\$20.00	NONE	\$20.00**
Winter Recreation Director	NONE	\$20.00	\$20.00**
<b><u>GENERAL GOVERNMENT DEPARTMENT:</u></b>			
Town Administrator ( <i>exempt position</i> )	\$71,935.50 annually	\$5,539.50 annually	\$77,475 annually
Accounting Administrator	\$33.63	\$2.59	\$36.22
Accounting Administrator	NONE	\$35.00	\$35.00
Clerical Assistant	\$22.80	\$1.76	\$24.56
Payroll Coordinator	\$23.00	NONE	\$23.00
Chief Election Inspector	\$85.00/election	NONE	\$85.00/election
Election Inspectors	\$75.00/election	NONE	\$75.00/election
Election Inspectors acting as convened or reconvened Municipal Board of Canvassers (MBOC): ( <i>other than on election day</i> )	\$25/meeting day	NONE	\$25/meeting day
<b><u>APPOINTED OFFICIALS:</u></b>			
( <i>to bring to min. wage</i> ) (1)	\$7.25	NONE	\$7.25

**2023 Compensation Resolution –  
Town of LaPointe Resolution #2022-1227 Page 3 of 4**

<u>POSITION</u>	<u>2022 RATE</u> <i>(hourly unless indicated)</i>	<u>CHANGE</u> <i>(hourly unless indicated)</i>	<u>2023 RATE</u> <i>(hourly unless indicated)</i>
<b><u>HARBOR COMMISSION:</u></b>			
Harbor Commission Secretary	\$25.00	NONE	\$25.00*
<b><u>AMBULANCE SERVICE DEPARTMENT:</u></b>			
Ambulance Director (1)	\$843.20/month	\$6.80	\$850.00/month
Ambulance Assistant Director (1)	\$843.20/month	\$6.80	\$850.00/month
EMTs (per run Duluth, Ashland, Bayfield, non)	\$190/\$100/\$50/\$35	NONE	\$190/\$100/\$50/\$35
EMRs (per run Duluth, Ashland, Bayfield, non)	\$170/\$80/\$40/\$30	NONE	\$170/\$80/\$40/\$30
EMT/EMR (meetings)	\$20.00/meeting	NONE	\$20.00/meeting
EMT/EMR (CEU)	\$20.00/CEU	NONE	\$20.00/CEU
EMT/EMR (on call)	\$20.00/shift	NONE	\$20.00/shift
EMT/EMRs Saturday Shifts (3)	\$60.00/shift	NONE	\$60.00/shift
EMT/EMRs Holiday Shift (2)	\$100.00/shift	NONE	\$100.00/shift
EMT/EMRs Peak Weekend (4)	\$100.00/shift	NONE	\$100.00/shift
Ambulance Members (Special tasks)	\$20/assignment	NONE	\$20/assignment
<b><u>FIRE DEPARTMENT:</u></b>			
Fire Chief (1)	\$632.40/month	\$92.60/month	\$725.00/month
Fire Department Lead Engineer (1)	\$358.36/month	NONE	\$358.36/month
Fire Fighters (full response)	\$53.00/call	\$2.00	\$55.00/call
Fire Fighters/Officers (full response)	\$63.00/call	\$3.00	\$66.00/call
Fire Fighters/Officers (meetings)	\$19.00/meeting	\$1.00	\$20.00/meeting
Fire Fighters/Officers (CEU)	\$19.00/CEU	\$1.00	\$20.00/CEU
Fire Fighters/Officers (standby)	\$21.00/event	\$1.00	\$22.00/event
Fire Fighters/Officers (stand-down)	\$5.00/event	\$1.00	\$6.00/event
Fire Inspectors (Commercial)	\$368.00/period	\$18.00	\$386.00/period
Fire Fighters (special tasks); Fire Chief appointee	\$20.00/point	NONE	\$20.00/point

1. **Appointed officials:** Airport Manager, Ambulance Director, Ambulance Assistant Director, Fire Chief, Lead Engineer, Sexton. If submitted times take them below calculated minimum wage, this will apply to those hours
2. **Holiday Shifts (NOT in addition to regular shift pay):** New Year's Day, Memorial Day, Independence Day, , Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day
3. **Saturdays (NOT in addition to regular shift pay, and not covered by Footnote 4)**
4. **Peak Weekend Compensation (NOT in addition to regular shift pay):** 6 pm Friday-6am Monday from Memorial Day weekend to weekend after September 15<sup>th</sup>

\* Wage set by the Harbor Commission

\*\* Wages set by the Madeline Island Public Library Board

**2023 Compensation Resolution –  
Town of LaPointe Resolution #2022-1227 Page 4 of 4**

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

**Attest:**

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

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

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

\_\_\_\_\_  
Date Posted

\_\_\_\_\_  
Aimée Baxter, Supervisor

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

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



## Lease Agreement Between the Town of La Pointe and the La Pointe Community Clinic for the Agee Health Center Building

This Lease Agreement is entered into on the first day of January 2023, between the Town of La Pointe (hereinafter "Town") and La Pointe Community Clinic Inc., a 501(c) 3 non-profit corporation (hereinafter "the Clinic").

The Town and the Clinic agree to the following:

- 1) The Town owns the building at 241 Big Bay Road named the Agee Health Center (hereinafter "the Center").
- 2) The Town desires to ensure the availability of health services for residents and visitors. To assist with this, the Town agrees to lease the Center to the Clinic for a period of 2 years from January 1, 2023, through December 31, 2024, at a monthly lease rate of one dollar (\$1.00).
- 3) The Town will assume responsibility for maintenance of the grounds (including lawn care and snow removal), maintenance of the structure, such as painting, roof, door and window replacement, and physical plant of the Center, including furnace, hot water heater, air conditioner, plumbing, well, sanitary, electrical, sidewalks and stairs, and general maintenance.
- 4) The Town will cover the cost of the following utilities: heat, air conditioning, electricity, water and sewer.
- 5) The Clinic may enter into sub-leases for the space and/or employment contracts or other means by which to secure licensed and/or certified medical care providers for the purpose of providing health services for residents and visitors, with no supervisory control from the Town.
- 6) The Town will provide General Liability/Property Damage insurance on the grounds and building. The Clinic will maintain General Liability insurance of \$1,000,000 and business property damage insurance for the Center building contents. The policy will name the Town of La Pointe as an Additional Insured "Manager or Lessors of Premises." A copy of the Certificate of Insurance will be kept on file with the Town. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Lease Agreement.
- 7) The Clinic will protect, indemnify and save the Town, its employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Center or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the Clinic or anyone claiming by, through or under the Clinic; (b) any failure on the part of the Clinic to perform or comply with any of the terms of this Lease Agreement or any other agreements affecting the Center; (c) the use, occupation, condition, or operation of the Center or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Center or any part thereof. In case any action, suit or proceeding is brought against the Town by reason of any such occurrence, the Clinic will, at the Clinic's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to the Town.

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Notwithstanding the foregoing, the Clinic shall not be responsible for the negligence and willful misconduct of the Town, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Center or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect of the Center or any part thereof.

- 8) The Clinic is not a sub-contractor of the Town.
- 9) It is further understood that the Town has no supervisory control over any licensed and/or certified medical provider retained by the Clinic under the terms of this Lease Agreement.
- 10) This Lease Agreement may be modified at any time by mutual agreement of the Town and the Clinic.

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

\_\_\_\_\_  
Ralph Imholte, President, La Pointe  
Community Clinic Inc.

\_\_\_\_\_  
Mike Anderson, Supervisor

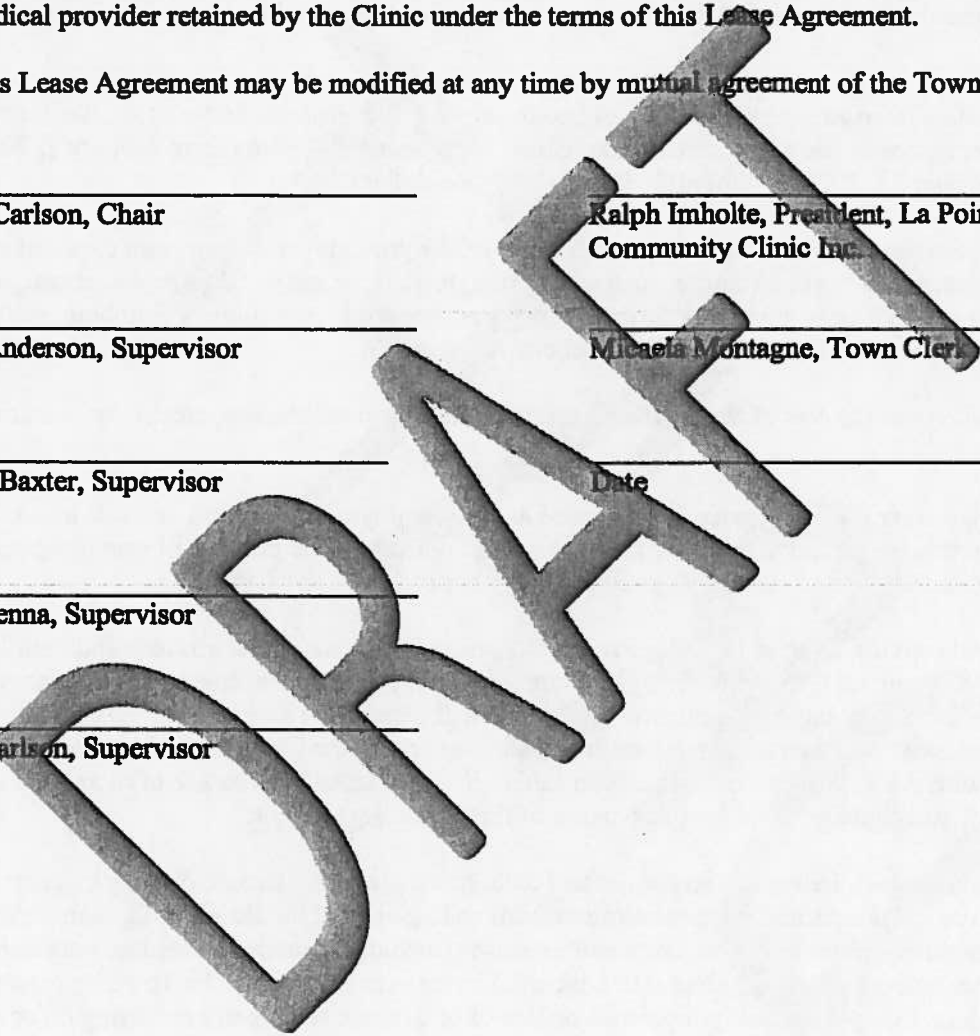
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Micaela Montagne, Town Clerk

\_\_\_\_\_  
Aimee Baxter, Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sue Brenna, Supervisor

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



Providing Windsled Transportation From Madeline Island  
& Bayfield For Generations!

(5) TB, TA, AA, CLERK,

Public

(originals to micaela)

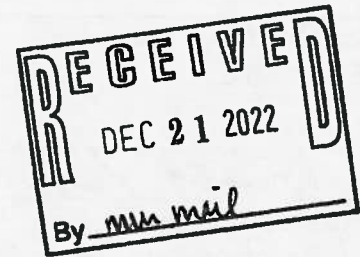
# Windsleds Transportation, Inc.

PO Box 5  
La Pointe, WI 54850

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

December 20, 2022

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



RE: Winter Transportation Agreement – RENEWAL

Dear Glenn,

Attached please find the 2022-23 Winter Transportation Agreement. We have signed the agreement and are presenting to you for review and signature. Please return and executed copy to our offices as soon as possible. The term of the current agreement will extend until June 30, 2023.

Upon signing of this agreement, all parties agree to extend the contract with the following changes as noted below – all other policies, schedules & rules remain the same. The new winter season will be from 2022-23 with contract dates of December 20th, 2022 thru June 30<sup>th</sup>, 2023.

Changes to Winter Transportation Agreement for the 2022-23 Season:

- 1) There will be no rate changes this year (prices remain the same as last year), however, due to the fluctuating fuel costs, there will be a fuel surcharge again this year, as follows:
  - a) Average fuel costs for the windsleds is \$3.77/gal – current cost for fuel is \$5.49/gal – this is a per gal increase of \$1.72/gal – Average daily fuel usage is 79.41 gal/day – therefore fuel surcharge for the windsleds will be \$136.59/day (79.41 gal/day x \$1.72/gal increase). This will be divided between all 3 entities and a rate of \$45.53/day will be assessed to each entity.
  - b) Average fuel costs for the vans is \$2.75/gal – current cost for fuel is \$3.20/gal – this is a per gal increase of \$.45/gal – Average daily fuel usage is 8.55 gal/day – therefore fuel surcharge for the vans will be \$3.85/day (8.55 gal/day x \$.45/gal increase). This will be divided between all 3 entities and a rate of \$1.28/day will be assessed to each entity.

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


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

By signing of this document all parties agree to, understand and accept the renewal changes as set forth above for the 2022-23 Winter Transportation Agreement (attached for signature):

Agreed to by:

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

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

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

1. This lease is between the Town of LaPointe, a Wisconsin municipal body politic and two corporations connected with Arnold Nelson known as Windsled Transportation, Inc. and Madeline Island Transportation, LLC. These two corporations will be referred to in the rest of this agreement as the "service providers".
2. The purpose of this lease is to allow the service providers to use certain Town of LaPointe equipment related to winter transportation, to assign responsibility for various types of insurance coverage, to split various insurance and operating expenses and to ensure the safe operation of equipment for the benefit of the children and other residents of the Town of LaPointe.
3. The term of this agreement shall be from the date it is signed by all parties to June 30, 2023.
4. The parties agree that performance of the commitments required under this agreement shall constitute adequate consideration.
5. Both the Bayfield School District and Madeline Island Ferry Lines, Inc. will be entering into separate agreements with the service providers that each will make certain financial contributions to this winter transportation system. Payment of those financial contributions referred to in paragraph 11 below by both the Bayfield School District and Madeline Island Ferry Lines, Inc. is a condition precedent to the performance of this contract. In the event that the Madeline Island Ferry Lines, Inc. or the Bayfield School District defaults in the making of the payments that are referenced in this agreement, the parties to this agreement shall not be required to perform their responsibilities under the agreement.
6. The service providers will be entitled to operate that equipment for purposes of winter transportation between the Town of LaPointe and Bayfield during the 2022-2023 winter transportation season. The equipment at all times will be operated in a safe and responsible manner by trained and experienced employees of the service providers. The following conditions shall also apply:
  - a. The service providers will not sublet, mortgage or in any manner dispose of the property to any person.
  - b. The service providers will not allow the four windsleds or the vans to come into the custody and control of any person other than Arnold Nelson and the employees of the service providers without the express written consent or direction of the town. Van drivers must be authorized representatives of Madeline Island Transportation, Inc., and must be licensed drivers in the State of Wisconsin. A list of the van drivers will be provided to the Town of LaPointe.
  - c. The service providers will allow the Town of LaPointe to inspect and access the property at all reasonable times and places.

- d. At the conclusion of the ice season, the service providers shall deliver all leased equipment to Town of LaPointe property, the location of which shall be designated by the Town of LaPointe.
  - e. The service providers will provide a list of all operators of the four windsleds and the vans. The service providers will obtain copies of the motor vehicle driving records of each of the equipment operators. The list of both the operators and their driver's license numbers will be provided to the Town Board or its representative not later than January 15<sup>th</sup>. The Town Board or its designee will review the list of operators and/or obtain the motor vehicle driving records and the Town Board will have the right to make a final decision as to whether any of the proposed operators should be disqualified from operating either the windsleds or the vans.
7. The equipment to be used by the service providers that is owned by the Town of LaPointe is listed and attached to this agreement as Exhibit A and shall include use of the Winter Terminal Building. The service providers shall be in charge of the operation of the winter transportation system, including the operation and maintenance of the four windsleds, the passenger vans and the Winter Terminal Building. The operation of the system shall be managed by the service providers, and particularly Arnold Nelson, President of Windsled Transportation, Inc., and of Madeline Island Transportation, LLC, in the same manner that such winter transportation was managed by Arnold Nelson in prior years, except as specifically otherwise provided in this agreement or as set forth in the agreement between the service providers and the Bayfield School District.
8. The equipment shall be used to provide winter transportation between Madeline Island and Bayfield. The passenger vans may also be used to provide winter transportation from the lakeshore at Bayfield to the Bayfield School and the Bayfield post office and from the lakeshore on Madeline Island to designated terminal points on the island, including but not limited to the Madeline Island post office and the terminal for Madeline Island Ferry Lines, Inc. The equipment may also be used for emergency use outside the immediate service area.
9. The control and management of the winter transportation system shall include the right of the service providers to charge reasonable fares for use of the windsleds and vans.
10. The service providers agree to:
  - a. Pay all other expenses of the operation of the windsleds and vans not specified in paragraphs 12 and 13. This shall include all other labor costs, payroll taxes, employee benefits, office expense, telephone, fuel and oil and minor repairs and maintenance costing \$200 or less.
  - b. Provide the Town of LaPointe an accounting of the following season totals: number of trips, ridership, revenues and expenses. This statement shall be delivered prior to June 18, 2023.
11. A fund has been agreed to be established with the Town of LaPointe by itself, the Bayfield School District, and Madeline Island Ferry Lines, Inc., for the payment of certain fixed costs

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

- a. \$6,000 each for maintenance expenses related to the equipment would be paid by the Town of LaPointe, Madeline Island Ferry Lines, Inc., and the Bayfield School District.
- b. \$4,000 each would be paid into the fund for liability insurance expenses by the Town of LaPointe, Madeline Island Ferry Lines, Inc., and the Bayfield School District.
- c. If at the conclusion of the 2022-2023 winter transportation season, there is any money left in the fund, it will be retained in the account to build up a reserve in the event that major repairs may be needed in the future.

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

12. In addition to the above payments, the Town of LaPointe will pay \$452.00 per day for the windsled season and \$200.00 per day for the van season both seasons to be determined by the service providers. This is based on a five day per week schedule, Monday through Friday (see copy of schedule attached – this is subject to change at anytime without notice). The service providers will provide service on Saturdays and optionally on Sundays without charge to the town, but they will charge passengers. The daily rate for passengers who are neither school children nor school employees will be set by the service providers. The rate for the current season is \$10.00 per passenger one way. Additional per day fuel surcharges may apply with advance written notice to the town (See Renewal letter dated 12/20/2022).
13. The service providers shall each separately maintain liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate and shall see to it that the Town of LaPointe is listed as an additional insured on both the policies of Windsled Transportation, Inc., and Madeline Island Transportation, LLC. The service providers will also be responsible for all workers compensation costs and workers compensation insurance for all winter transportation workers.
14. The Town of LaPointe is signatory to this agreement only for purposes of guaranteeing payments for their share of the expense of the winter transportation system and allowing lease of their equipment. The Town of LaPointe shall have no other responsibility or involvement in any way for maintenance, operation or administration of the windsled system.
15. It is understood by the parties that the operation, performance of day-to-day maintenance and administration of the windsled system is the sole responsibility of the service providers except for any use by Town of La Pointe Emergency Services Personnel. The service providers agree to protect and save the Town of LaPointe harmless against any losses or damage to the equipment by fire, flood, explosion, tornado, theft or any other cause and the

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

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



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

If the winter transportation agreement between the Town of La Pointe, Windsled Transportation, Inc. and Madeline Island Transportation, LLC that expires June 30, 2023, differs in any way from the "vehicle lease agreement" that was signed by the Town of La Pointe Town Chairman, James Patterson, on the 27th day of December, 2016, then the provision or interpretation that favors or provides a better result for the Town of La Pointe shall be the controlling provision or interpretation. See copy of the Vehicle Lease Agreement, attached as Exhibit C.

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

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

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

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

Dated: 12/20/22

*Arnold Nelson*  
Arnold Nelson - President of Windsled Transportation, Inc.

Dated: 12/20/22

*Arnold Nelson*  
Arnold Nelson - President of  
Madeline Island Transportation LLC

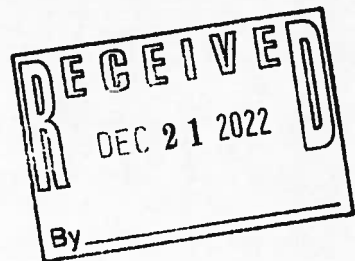


EXHIBIT "A"

**WINDSLED TRANSPORTATION, INC.  
EQUIPMENT SCHEDULE  
2022-2023**

---

<b>MODEL</b>	<b>MANUF.</b>	<b>TYPE</b>	<b>VALUE / INSURANCE</b>
2002		Windmark Windsled	\$105,000
1990		Husky Airboat/Windsled	\$ 36,000
2002		Ford Van	\$ 4,500
2019	Lake Assault	Windsled	\$194,466
2019	Lake Assault	Windsled	\$194,466
		2 Flood Pumps & All tools in shop	\$ 5,000



# VEHICLE LEASE AGREEMENT

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

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

part of this agreement the following conditions apply:

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

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

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

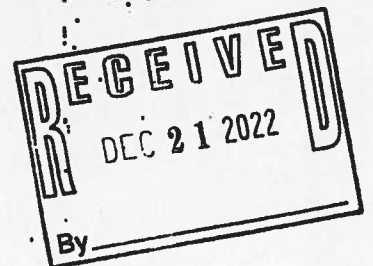
At the signing of this document, both parties agree that they have read, understand and will abide by the terms of this agreement:

Accepted by:

Town of La Pointe

*John Patterson*  
John Patterson, Town Chairman

12/27/16  
Date



MADLINE ISLAND TRANSPORTATION, LLC

*Donald Nelson*  
Donald Nelson, President

12-21-16  
Date

## **OPERATIONS SCHEDULE**

***Monday – Friday***

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

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

7:30 a.m.

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

9:00 a.m.

11:30 a.m.

3:45 p.m. – KIDS ONLY, IF IN SESSION!!

3:45 p.m.

4:30 p.m.

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

7:45 a.m.

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

9:30 a.m.

12:30 p.m.

4:00 p.m. – KIDS ONLY, IF IN SESSION!!

4:00 p.m.

4:45 p.m.



**November 2022 All Alternative Claims Summary:**

<u>Regular Alternative Claims</u>	<u>\$223,532.35</u>
<u>Library Board Approved Claims</u>	<u>\$36,014.79</u>
<u>Harbor Commission Approved Claims</u>	<u>\$0.00</u>
<b>Total of All Alternative Claims:</b>	<b>\$259,547.14</b>

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**ALTERNATIVE CLAIMS 2022****November 2022**

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
11/1/2022	One Guy & Son's Plumbing	81483	-675.00	VOID CK - never rec'd
11/1/2022	One Guy & Son's Plumbing	81826	675.00	Replace VD Ck
11/2/2022	Dept of Employee Trust Fnd	ETF #2022-12	17,346.66	Dec. health insurance
11/3/2022	Oasis P/R#22 2022	EFT#22	39,547.65	P/R#22 Ending 10/29/2022
11/3/2022	Empower/Deferred Comp	EFT#7022	150.00	P/R#22 employee contributions
11/10/2022	Bremer Bank	EFT#450000	96,795.91	2019 Loan Pay#3/#5
11/10/2022	Fidelity Payment Center	EFT#5189	223.25	Sept BBTP Credit card fees
11/10/2022	WI Dept of Revenue	EFT#584	474.67	October sales tax
11/17/2022	Oasis P/R#23 2022	EFT#23	45,829.38	P/R#23 Ending 11/12/2022
11/17/2022	Empower/Deferred Comp	EFT#7023	150.00	P/R#23 employee contributions
11/23/2022	Wisconsin Retirement System	EFT#2022-11	10,858.58	November 2022 Retirement
11/29/2022	EMC Insurance	EFT#27698	12,156.25	2023 Work Comp 1st Qtr installment

**NOVEMBER 2022 TOTAL:****\$223,532.35**

# ALTERNATIVE CLAIMS 2022

# MI Library

November 2022

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
11/10/2022	Library Board approved vouchers		26,590.42	
11/10/2022	Amazon	81627	495.50	ARPA- Knitting machine
' " ""	Carlson Building Supplies, Inc.	81628	9,550.00	ARPA: 12 x 16 shed
' " ""	Demco	81629	3,608.29	ARPA: Softwares, subscripti
' " ""	Today's Classroom	81630	12,936.63	ARPA: Woodworking, Cabine
11/15/2022	Library Board approved vouchers		9,424.37	
11/17/2022	Amazon	81669	35.03	ARPA- Knitting machine
' " ""	Capital1/Wal-Mart	81670	119.37	ARPA: 12*16 shed
' " ""	Cardmember Services (BLN)	81671	1,863.94	ARPA: Softwares, subscripti
' " ""	Cardmember Services (LS)	81672	1,003.80	ARPA: Woodworking, Cabine
' " ""	Knopf, Debrorah	81673	4,825.00	ARPA: Woodworking, Cabine
' " ""	Minnesota Elevator	81674	409.64	ARPA: Woodworking, Cabine
' " ""	Norvado	81675	188.29	ARPA: Woodworking, Cabine
' " ""	Olson Building Materials	81676	979.30	ARPA: Woodworking, Cabine

NOVEMBER 2022 TOTAL:	36,014.79
MI Public Library Board approved	<i>ch</i>

0.00

# Donations made by Corporations, Businesses, Foundations

Through 12/17/2022 receipts

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

4th of July:

Parks:

Ambulance:

Fire Dept:

Law Enforcement:

MRF:

Public Arts Committee:

12/15/2022 La Pointe Center

\$2,700.00

For maintenance of "Spirit of Madeline" Sculpture

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

# ALTERNATIVE CLAIMS 2022

# MI Library

November 2022

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
11/10/2022	Library Board approved vouchers		26,590.42	
11/10/2022	Amazon	81627	495.50	ARPA- Knitting machine
' " ""	Carlson Building Supplies, Inc.	81628	9,550.00	ARPA: 12 x 16 shed
' " ""	Demco	81629	3,608.29	ARPA: Softwares, subscrip
' " ""	Today's Classroom	81630	12,936.63	ARPA: Woodworking, Cabine
11/15/2022	Library Board approved vouchers		9,424.37	
11/17/2022	Amazon	81669	35.03	Little Learners, table skirt
' " ""	Capital1/Wal-Mart	81670	119.37	Pizzas, supplies
' " ""	Cardmember Services (BLN)	81671	1,863.94	ARPA: HomeDepot equipme
' " ""	Cardmember Services (LS)	81672	1,003.80	DailyPress, Target, Weebly
' " ""	Knopf, Deborah	81673	4,825.00	LittleLearners-11/17/2022
' " ""	Minnesota Elevator	81674	409.64	ElevatorService 9-11/2022
' " ""	Norvado	81675	188.29	Nov phones, fax, DSL
' " ""	Olson Building Materials	81676	979.30	Outdoor classroom materials

↑  
Descriptions corrected (11)

<b>NOVEMBER 2022 TOTAL:</b>	<b>36,014.79</b>
<b>MI Public Library Board approved</b>	

0.00

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Treasurer's Cash Summary as of November 30, 2022

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

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,049,432.87	\$ 62,898.33	\$ (392,781.66)	\$ 393.35	\$ (106.68)	\$ 11,086.85	\$ 730,923.06
Designated	167668	\$ 1,761,736.72				\$ 1,444.71	\$ (9,423.79)	\$ 1,753,757.64
Sect. 125	3150485	\$ 15,933.49		\$ (2,066.86)			\$ (1,663.06)	\$ 12,203.57
Tax	3142004	\$ 13,048.65			\$ 10.72			\$ 13,059.37
Library Savings		\$300.38			\$ 0.05			\$ 300.43
Totals		\$ 2,840,452.11	\$ 62,898.33	\$ (394,848.52)	\$ 404.12	\$ 1,338.03	\$ -	\$ 2,510,244.07

Bank Reconciliation			
Reported Bank Balance	\$ 2,623,566.53	Available Cash	\$ 730,923.06
Deposits in Transit	\$ 9,481.12	Tax Transfer	
Interest in transit		Deposits	\$ 12,660.21
Subtotal	\$ 2,633,047.65	Checks	\$ (83,558.06)
Less Outstanding Checks	\$ (130,341.89)	Vouchers	\$ (50,150.31)
Checkbook Balance	\$ 2,502,705.76	Library Vouchers	
		Total Avail. Cking Account	\$ 609,874.90

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

Treasurer's Report \$ 2,510,244.07  
 Variance \$ (7,538.31) see \*

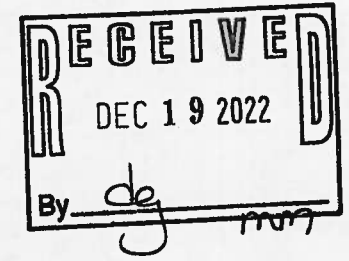
Treasurer's Report \$ 2,510,244.07  
 Variance \$ (2,510,244.07)

\*Fraudulent transaction in July credited in December \$13.31 disputed debit

11/30/2021 \$985,024  
 Unbalanced outstanding PO \$ (107,802.74)

Unbalanced

prepared by Carol Neubauer  
 December 13, 2022



TR(5) TA, AA, clerk.  
public

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY DECEMBER 13, 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  
**Public Present:** Peter Ross, Robin Trinko Russell, Evan Erickson, Michael Childers  
**Called to Order:** 5:00pm

**I. Public Comment A\*:** Robin Trinko Russell commented on the Energy Committee grant request and gave supporting reasons for it.

Motion to have agenda item IV. C. now, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

**IV. Committees**

**C. Updates from Harbor Commission:** President of the Harbor Commission Michael Childers provided updates from the commission: they hired Lauren Burtaux as the Harbor Commission Secretary, they have signed Nondisclosure Agreements and are reviewing sensitive documents related to the purchase of the Madeline Island Ferry Line, are interviewing different legal counsel for the many aspects the commission will need advice on, and they are actively seeking state and federal funding.

**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: Prepared by Rick Reichkitzer
- I. Ambulance Director's Report: Prepared by Cindy Dalzell

Reports for November 2022 placed on file by Unanimous Consent.

**III. Public Works**

**A. Roads, Dock and Harbor**

- 1. Job Posting for Two Non-CDL Temp Driver positions for 2023: Motion to approve the posting (correcting the date), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**B. Parks**

**C. Materials Recovery Facility (MRF)**

- 1. Service Contract with Republic Services/ Ashland Transfer Station: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

#### **IV. Committees**

- A. Planning and Zoning**
- B. Energy Committee**

1. Energy Innovation Grant for Micro Grid: Motion to approve the grant application for up to \$250,000 to the WI Public Service Commission's Energy Innovation Grant Program, S. Brenna/ M. Anderson. Discussion on how there are currently no matches budgeted for the grant. J. Carlson wants more information on what kind of batteries will be purchased due to mining and lack of recycling. Vote on the motion to approve, 4 Ayes, 1 Nay (J. Carlson), Motion Carried.

#### **V. Town Hall Administration**

- A. Attachment 'G' to 2022 Compensation Resolution #2021-1214A: Motion to approve, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.**
- B. Resolution #2022-1213: Adopting the 2023 Fee Schedule: Motion to approve, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.**
- C. 2023 Budget Report: Motion to approve the condensed version of the report for 2023, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**

**VI. Vouchers: Motion to approve vouchers in the amount of \$50,150.31, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.**

#### **VII. Minutes**

- A. Regular Town Board Meeting November 22, 2022**
- B. Public Hearing December 5, 2022**
- C. Special Town Board Meeting December 5, 2022**  
Motion to approve all three sets of minutes, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

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

- A. Police Department**
- B. Fire Department**

1. Change Order #1 with Custom Fire for New Fire Engine: The Fire Department approved the change order for an additional \$11,560 prior to Town Board approval. Motion to approve the change order if the Fire Department comes up with their own funds to pay the difference, A. Baxter/ J. Carlson, 5 Ayes, Motion Carried.

- C. Ambulance Department**

1. Madeline Island Ambulance Volunteer Service Sponsorship: updated to include online courses. Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

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

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

- A. Class "B" Sale of Fermented Malt Beverages License**
  - 1. Bell St. Gallery/ A Girl and Her Lake, Kayla Picciano Agent

**B. "Class C" Wine License**

1. Bell St. Gallery/ A Girl and Her Lake, Kayla Picciano Agent

**C. Non-intoxicating Beverage License**

1. Bell St. Gallery/ A Girl and Her Lake

These licenses will include 2 months prorated for May and June 2023, then be the usual annual licenses 7/1/23 to 6/30/24 as the Town Board will no longer offer 6-month licenses. Motion to approve all three licenses, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**XI. Lawsuits & Legal Issues**

**A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation**

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

Motion to go into closed session as posted, S. Brenna/ J. Carlson, 5 Ayes by roll call vote, Motion Carried. 5:39pm.

Motion to return to open session, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. 6:24pm.

Motion to authorize Administrator Kuchta to work with Attorney Schoenborn to draft a Notice of Claim against Ashland County, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**XII. New Agenda Items for Future Meetings: Hire truck drivers.**

**XIII. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:27pm.**

Submitted by Micaela Montagne, Town Clerk.

TES TAAA, Clerk,  
public

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
TUESDAY DECEMBER 20, 2022  
4:00pm at the Emergency Services Building/ Zoom  
Draft Minutes**

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

**Town Board Absent:** Supervisor John Carlson

**Staff Present:** Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne

**Public Present:** 10 members of the Town Plan Commission, Comprehensive Plan Steering Committee and Public

1. Call to order: at 4:00pm.
2. Presentation from the Comprehensive Plan Steering Committee on the Comprehensive Plan: Administrator M. Kuchta presented information on what the Comprehensive Plan Steering Committee has done thus far and what their actions steps will be for new Comprehensive Plan. They are looking at including chapters for high quality of life, economic vitality, partnerships, natural beauty and resources, resources and sustainability, and culture of diversity.
3. Discussion / Questions/ Public Comment on the same topic: Discussion between the committee and the Town Board on clarification and agreement on the action steps to be included in the new Comprehensive Plan. Once the Committee drafts the Comprehensive Plan, the Town Plan Commission will get it and have a public hearing and make a recommendation to the Town Board for review and adoption.
4. Adjourn: Motion to adjourn, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried. Adjourned at 5:27pm.

Submitted by Micaela Montagne, Town Clerk



# ASHLAND COUNTY SHERIFF'S OFFICE

Sheriff Michael W. Brennan

December 9, 2022

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

Ms. Montagne,

Enclosed is the Joint Powers Agreement for calendar year 2023 to be signed. Wisconsin State Statute 256.35(9) requires Joint Powers Agreements between Ashland County and the Town of La Pointe to be filed annually.

Changes have been made from the prior agreement to reflect the dates of the new term. No substantive change to the nature of the Agreement has been made.

Please sign and return the Agreement within 30 days and after being signed by the Ashland County Clerk, a copy will be forwarded to you and also filed with the Wisconsin Department of Justice as required by statute.

Your cooperation and timely response is greatly appreciated. Please contact me if you have any questions or concerns.

Regards,

Ashlee Larson  
Public Safety Communications Director  
Ashland County Sheriff's Office  
(715) 685-7640 x488  
ashlee.larson@ashlandcountysheriff.us

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DEC 12 2022

Initial: dg - mail

**Joint Powers Agreement  
Between Ashland County  
and the  
Town of La Pointe**

**Ashland County 911 Emergency System**

**WHEREAS**, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

**WHEREAS**, Sec. 256.35(9)(a), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

**THEREFORE**, in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the Town of La Pointe as follows:

1. That effective January 1, 2023 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2023.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

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

---

Heather Schutte  
Ashland County Clerk

---

Glenn Carlson  
Town Chair  
Town of La Pointe



**CONTRACT FOR SERVICES**

This Contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Big Water Apparatus LLC (the "Contractor").

**RECITALS**

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

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

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

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

Annual maintenance and repairs of emergency operations vehicles and equipment, including but not limited to Fire Department, Ambulance Service and Police Department

Such services will be provided at:

- EMS Building located at 320 Big Bay Road
- Other locations as requested/necessary.

**2. Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the rates in Exhibit A within 30 days upon invoice.

The total amount payable by the Town to the Contractor for services under this Contract shall, in no event, exceed \$50,000 in a calendar year, unless authorized in advance by the Town Board. This limit excludes parts and equipment, for which the Town shall pay upon proper statement or invoice, as specified in Section 4.

**3. Dates of Service.** The services provided for herein shall be provided between January 1, 2023, and December 31, 2024.

**4. Reimbursement for Expenses.** The Contractor shall, prior to reimbursement, provide the Town with a supporting receipt and/or invoice for each reimbursement sought. The Town shall pay for services at the rates defined in Exhibit A, and shall pay the actual documented cost of parts and equipment. To expedite repairs, upon the Contractor submitting an itemized statement or invoice, the Town may pay in advance for equipment, supplies, shipping, and related expenses.

The Contractor shall bear all other costs and expenses under the terms of this Contract.

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5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town are incorporated herein by reference as a part of this Contract.

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

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

- a) All services it provides pursuant to this Contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this Contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

8. **Compliance with Regulations.** Within five (5) business days after this Contract has been signed by the Contractor, the Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this Contract. Compliance with this provision is a condition precedent to the performance of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

**To the Town:**

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

**To the Contractor:**

Steve Adamski  
Big Water Apparatus LLC  
2703 County Highway A  
Ashland, WI 54806  
bigwaterllc@centurytel.net

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The Town of La Pointe (the Town)

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

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

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

Full Legal Name of Contractor (the Contractor)

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

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

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

## EXHIBIT A

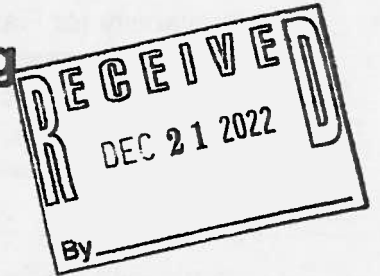
### Big Water Rates for 2023-2024:

- 150.00/hour
- Summer travel (Ferry): \$85/hour plus Ferry Fees
- Ice Road: \$1.50/mile

DATA

# Ice Rescue Memorandum of Understanding

Between



**Town of La Pointe  
La Pointe Volunteer Fire Department  
Ice Rescue Squad  
Madeline Island Transportation LLC**

**Windsled Transportation, Inc.**

THIS AGREEMENT is entered into this 20<sup>th</sup> day of December, 2022, by and between the Town of La Pointe, La Pointe Volunteer Fire Department Ice Rescue Squad and Windsled Transportation, Inc.

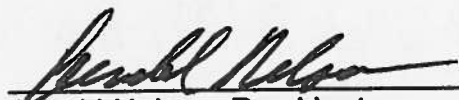
1. **Purpose of Agreement.** This agreement is made in recognition that the above named parties each have resources and expertise which can be mutually shared in providing ice rescue.
2. **Authority.** This agreement is authorized under terms of the Equipment Lease and Operating Agreement between the Town of La Pointe and Windsled Transportation, Inc.
3. **Authorized personnel.** Authorized personnel only are allowed in the windsled during rescue and training runs. Authorized personnel are defined as:
  - a. Employees of the Winter Transportation operating company which is under contract to the Town of La Pointe, subject to the terms of that lease and operating agreement.
  - b. Ice Rescue Squad personnel authorized and assigned by the La Pointe Volunteer Fire Department and Madeline Island Ambulance
  - c. Qualified personnel from other rescue squads and jurisdictions operating under mutual aid agreements who shall work at the direction of the Ice Rescue Squad
4. **Chain of Command.** Command of rescue operations shall be by the senior officer of the Ice Rescue Squad aboard during operations, or his or her designee. The ultimate decision to respond with the windsled is entrusted to the most senior windsled operator at the rescue operation.
5. **Expenses.** Specialized equipment, operating expenses, training costs, and other associated costs occurred during any operation shall be the responsibility of the Town of La Pointe through the Fire Department budget.

- 6. Availability for Rescue.** The Husky windsled shall be available at all times for response to rescue emergencies. During times of operation of the Winter Transportation system which requires the use of the Husky windsled the contract operators shall keep in direct contact with members of the Ice Rescue Squad. The Ice Rescue Squad shall be kept informed of the readiness of the Husky windsled at all times.
- 7. Availability for Training.** During times that the Husky windsled is not being used by the winter transportation operating company it shall be available for training use by qualified operators of the Ice Rescue Squad. The Ice Rescue Squad shall coordinate all training use with the contract operators.
- 8. Equipment.** The contract operators of the Winter Transportation System shall keep safe from unauthorized use any dedicated rescue equipment in their possession, and shall not move, alter, or dispose of any such equipment from the dedicated storage positions in any of the windsleds or vans without prior approval of the Fire Chief.
- 9. Compensation.** The contract operators of the winter transportation system who are not members of the Ice Rescue Squad shall be compensated for time spent at rescues and training conducted under the direction of the Ice Rescue Squad per the terms of the Equipment Lease and Operating Agreement.
- 10. Ice Rescue Squad Membership.** Winter transportation contract operators shall be considered members of the La Pointe Volunteer Fire Department when participating in rescue and training operations outside of the term of the Equipment Lease and Operating Agreement.
- 11. Insurance.** Insurance coverage for Town of La Pointe emergency services personnel and equipment will be provided per the terms of the Equipment Lease and Operating Agreement paragraph #6.
- 12. Hold Harmless.** During emergency rescue and training operations the Town of La Pointe agrees to protect and save Windsled Transportation, Inc. harmless against any losses or damage to the equipment by any cause and, during emergency rescue and training operations the Town of La Pointe shall and hereby does assume all liability to any person whomsoever arising from the location, condition, or use of the equipment and shall indemnify and does indemnify Windsled Transportation, Inc. of and from all liability, claim, and demand.
- 13. Terms of Agreement.** This agreement shall remain in effect and run concurrent with the term of Equipment Lease and Operating Agreement. The agreement shall be reviewed for re-affirmation or modification prior to a new Equipment Lease and Operating Agreement.

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

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

\_\_\_\_\_ Dated: \_\_\_\_\_  
Micaela Montagne  
Clerk, Town of La Pointe

 \_\_\_\_\_ Dated: 12/20/22  
Arnold Nelson, President  
Windsled Transportation, Inc. & Madeline Island Transportation, LLC

\_\_\_\_\_ Dated: \_\_\_\_\_  
Rick Reichkitzer  
Fire Chief, Town of LaPointe