

# MEMO

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

DATES COVERED IN REPORT: Feb. 10-24, 2023

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## 1. Accomplished/Completed

- See below.

## 2. Coming Up

- **Gazette deadline.** March 4
- **Airport public hearing.** March 14, 4:30 p.m. (before regular Town Board meeting)
- **Rental ordinance public hearing.** March 15, 5 p.m.
- **Comprehensive Plan public hearing.** March 29, 5 p.m.

## 3. Town Board Agenda – Information/Comments

- **Temporary Driver.** The motion to hire is in your packet.
- **Campground Host Job Descriptions.** A revised description for the 2023 season is in your packet.
- **Campground Reservations.** See Ben Schram's memo requesting that we offer campers to ability to reserve sites 500 days into the future, instead of the current practice of 365 days.
- **MRF Transportation Specialist Job Description.** A revised description of the position (which previously was the "recycling specialist") is in your packet. The description and a job posting await your approval.
- **Budget Amendment #1.** See separate memo.
- **Workplace Safety.** The topic will be discussed in closed session; a confidential memo will be sent separately.

## 4. Follow Up on Previous/Ongoing Projects

- **Ambulance Service.** Still working on a new policy to allow Town employees with EMT certification to be on call while on the job, or receive additional compensation; reviewing language and requirements for a potential new billing contract.
- **BBTP Accessibility Study.** Ben Schram and I met Feb. 20 with Arnie Nelson to discuss an alternate idea he has to replace the existing stairway and bridge. We have forwarded information to Cooper Engineering for consideration.
- **Hagen Road BIL Repaving.** In response to requests from potential consultants, Ben and I have asked WisDOT to push back their deadline for the completion of engineering designs.
- **Rental Ordinance.** The town attorney has reviewed the most recent draft of revisions and suggested a few changes to be in compliance with state statute. The Plan Commission will review this revision on March 1, publish the draft the next day, and take the draft to a public hearing on March 15.
- **Town Hall AV.** Equipment has arrived; we need to add electrical and data capacity before vendor can install the system.

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## 5. Grant Report

- No updates.

## 6. Lawsuits/Legal Issues

- **DOR Petition.** Attorneys representing the Town and Ashland County are scheduled to meet March 7 and attempt to stipulate facts that could narrow the scope or eliminate the need for a public hearing. The hearing is scheduled for April 14 in Madison.
- **Claim Against Ashland County.** This is the formal claim; it follows up on the Notice of Intent the Town filed with the County on Jan. 11. The claim includes an amended Notice of Intent; it is structured so that individual residents can pursue the claim on behalf of all Town residents as a class. This is a safeguard in case a court decides the Town itself does not have legal standing. The claim seeks the full amount of what La Pointe property owners pay into the Sheriff Department's Law Enforcement line item in 2023; language is structured so that the claim is calculated in the same way in future years. For this year, the claim amount of \$363,655 is La Pointe's share of what the department receives from Town taxpayers for that law enforcement line item; it is based on La Pointe's share of the County levy: 20.1%. The Town is not seeking any of the roughly \$555,000 in additional money that our taxpayers send to support the County's 911 dispatch, emergency management, jail, domestic violence prevention, or other law enforcement activities. The County has six months to make a decision on the claim.

## 7. Other Information

- **Bayfield School District.** The Building and Grounds Committee reviewed a conceptual drawing to make the La Pointe School more ADA-compliant, and discussed the code challenges of using the basement for student activities. The full board is scheduled to vote on the Winter Transportation agreement on Feb. 27.
- **Wisconsin Towns Association.** Upcoming events: Capitol Day, March 30; District Meeting (I plan to attend the session March 31 in Cable); Board of Review Training (at least one board member must attend training each year: the closest in-person session is April 28 in Eau Claire; a virtual session is May 1 at 6:30 p.m.); Town Officials Workshop (closest sessions – especially for newly elected officers – are May 8 in Cable or May 9 in Minocqua).

TB(S), CLERK, TA, AA, CLERICAL, PUBLIC

**MOTION TO HIRE EMPLOYEE**

**TOWN BOARD MEETING DATE: February 28, 2023**

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

**Department: Public Works**

I move to hire **Evan J. Erickson** as **Temporary Driver and Equipment Operator with CDL** at **\$20.00** per hour. This position **will not exceed 120 hours for calendar year 2023**. The position is scheduled to begin **February 12, 2023** and end **December 31, 2023**.

I move to hire **Gary Beeksma** as **Temporary Driver and Equipment Operator (no CDL)** at **\$17.00** per hour. This position **will not exceed 100 hours for calendar year 2023**. The position is scheduled to begin **March 1, 2023** and end **December 31, 2023**.

# BIG BAY TOWN PARK CAMPGROUND HOST POSITION DESCRIPTION

**Immediate Supervisor:**

Public Works Director

**Classification:**

Limited Term

**The Host and the Town of La Pointe mutually agree to the following responsibilities:**

1. Greet campers and provide information as necessary on their camp site and campground amenities such showers and bathrooms, water, trash receptacles, firewood, etc. Provide directions and information about the Island; answer other visitor questions.
2. Deal with the public in a helpful, courteous and professional manner. Provide excellent customer service in person, over the phone, and by email.
3. Study and become proficient with PCM online reservation software. Abide by the reservation system protocols adopted by the La Pointe Town Board.
4. Properly handle cash, check, or credit card transactions for walk-in customers and reservations taken over the phone. Make change for customers as needed.
5. Help with overall appearance and cleanliness of campground. Assist other Parks Crew with projects as needed.
6. Check and replenish materials as needed, including toilet paper, soap, and paper towels in bathrooms. Bag garbage and recyclables as necessary.
7. Report all potential hazards, vandalism, and mechanical issues (beyond changing light bulbs or spraying hornet nests) to immediate supervisor.
8. Monitor campsite availability; by midday, notify the ferry line's Bayfield ticket booth of vacancies or that campground is at capacity.
9. Patrol the campground, within reason. Contact proper authorities in cases of obvious misbehavior and medical emergencies, especially during quiet hours. Have a list of emergency phone numbers on hand.
10. Be comfortable with basic first aid (such as handing out bandages, sting relief aids, etc.). Know how to operate an AED (training will be provided).

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11. Contribute a helpful, courteous and professional workplace. If problems arise, contact immediate supervisor to address the issue.

I have read and do understand the duties and responsibilities for the position of Big Bay Town Park Campground Host for the Town of La Pointe. I understand that if I do not fulfill these responsibilities, including to help maintain a professional work atmosphere, I will be subject to disciplinary action in accordance with the Town of La Pointe's Personnel Policy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DRAFT

Town of La Pointe

# Memo

**To:** Town Board  
**From:** Ben Schram, PWD  
**Date:** Feb. 28, 2023  
**Re:** Proposed Change to Big Bay Town Park Reservation Policy

Since 2015, I have been either heavily involved with, or directly responsible for, overhaul and implementation of the online camping reservation system at Big Bay Town Park. This, combined with significant infrastructure improvements and operational changes, has turned the Park into a major revenue source for the Town. These positive changes require adaptation to keep it that way.

Therefore, I am proposing that we allow campers to make advance reservations earlier than the 365 days that we currently allow. This one-year restriction has been in place since we launched new software in 2017. I am asking the Board to extend this threshold to 500 days into the future (roughly 71 weeks). The change would be effective May 1<sup>st</sup>, 2023. This would maintain the 'first come first served' practice, but allow campers to reserve multiple days further into the future. In this case, it would allow online customers to make reservations through the summer of 2024.

Camping reservations for peak weekends at Big Bay Town Park have become fiercely competitive. The intent of the change is to give potential campers the opportunity to reserve sites for the following summer comfortably in advance, rather than be forced to try to reserve them one day at a time during peak season. Camp hosts constantly field this concern, both from current campers and in email requests.

For comparison, Big Bay State Park opens online reservations for the following year on July 1<sup>st</sup> of the current year. Most other regional campgrounds also practice a 'first come, first served' approach for their entire season. Please approve this approach for our campground as well.

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**JOB DESCRIPTION**  
\*\*\*\*\*  
**MATERIALS RECOVERY FACILITY**  
**TRANSPORTATION SPECIALIST**

**Immediate Supervisor:**

Materials Recovery Facility Supervisor

**Classification:**

Full Time Employee

This employee assists in activities related to the Town's recycling and waste-reduction program. The employee should possess the basic skills necessary to gain knowledge of solid waste and recycling methods, procedures, strategic planning and equipment. Work is performed under general supervision; however, the employee is expected to exercise some initiative and independent judgment and to work independently and responsibly on assigned projects. This position includes assisting with educational programs, public awareness campaigns, data collection, preparing reports, and customer service.

**I. DUTIES:**

- A. Under direction of the MRF Supervisor, assist with developing, implementing, coordinating, monitoring, and evaluating activities related to the Town's recycling, waste-reduction and household chemical collection programs, in compliance with federal, state and local guidelines.
- B. Manage all facility operations:
  - o Maintain posted hours. Be on location at all times when the MRF is open, or as directed by the MRF Supervisor or Public Works Director.
  - o Shut and lock all gates whenever MRF is not open to the public.
  - o Maintain MRF property in a neat and orderly fashion.
  - o Maintain a maintenance log on equipment serviced.
- C. Under direction of the MRF Supervisor, monitor recyclable materials markets; report and act on potential opportunities.
- D. Load and haul demolition/construction and other loads to the appropriate locations and complete appropriate reports associated with DNR and DOT requirements.
- E. Promote recycling by residents, visitors, and commercial entities.
- F. Assist MRF Supervisor in developing and coordinating public campaigns and programs promoting the value of recycling and buying recycled products.
- G. Utilize computers to develop and prepare reports and correspondence.
- H. Deal with the public in a helpful, courteous and professional manner.
- I. Collect fees and issue charge slips as needed for refuse, recyclables and other items as identified by MRF fee schedule.
- J. Perform duties as assigned.

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## **II. Qualifications:**

- Knowledge of principles and practices of recycling, waste reduction, solid waste management, and materials recovery methods.
- Operational experience including but not limited to loader backhoe, skid steer, and various hand and power tools.
- Class B commercial driver's license with no manual transmission restriction and air brake endorsement is required.
- At least one year of over-the-road or related commercial driving (required).
- Knowledge of and experience with Microsoft Office, and in developing and closely following a budget.

### **Ability to:**

- Analyze work situations and make necessary adjustments.
- Follow oral and written instructions.
- Communicate effectively, both orally and in writing.
- Analyze and present data.
- Establish and maintain effective working relationships with other employees and the general public.
- Successfully pass a background check.
- Regularly work weekends.

## **III. PHYSICAL REQUIREMENTS**

- Ability to lift 50 pounds on a regular basis and perform heavy physical tasks under varying working conditions.
- Ability to bend at the waist, sit, kneel, lie horizontally, climb, walk, etc. as job may require.

**NOTE:** This position may be exposed to hazardous materials. Hepatitis and Tetanus immunizations are available at no charge.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of the Materials Recovery Facility Transportation Specialist for the Town of La Pointe.

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Employee Signature

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Date



# TOWN OF LA POINTE JOB OPENING

## MATERIALS RECOVERY FACILITY TRANSPORTATION SPECIALIST

**Position:** Full Time (40 hours/week)

**Start Date:** TBD

**Job Summary:** This position assists in the success of the Town of La Pointe's recycling and waste reduction programs. Key responsibilities include but are not limited to:

- Manage all facility operations. Be on location at all times when the MRF is open, including Saturdays (unless scheduled differently).
- Monitor recyclable materials market; report and act on potential opportunities.
- Load and haul demolition/construction and other loads to the appropriate locations.
- Maintain a maintenance log on equipment serviced.
- Complete appropriate reports associated with DNR and DOT requirements.
- Deal with members of the public in a helpful, courteous, and professional manner.
- Educate the public on the necessity and benefits of recycling and waste reduction.
- Maintain the MRF property in a neat and orderly fashion.

**Requirements:**

- Knowledge of materials-recovery methods and solid-waste management.
- Experience operating a loader backhoe, skid steer, and hand and power tools.
- Class B CDL with air brake endorsement; no manual transmission restriction.
- At least one year of over-the-road or related commercial driving experience.
- Ability to lift 50 pounds on a regular basis and perform physical tasks under various conditions.
- Pass a background check.

**Other:** Work under supervision but perform independently and responsibly on assigned projects. Utilize Microsoft Office skills to analyze and present data. Establish and maintain effective working relationships. Communicate effectively, both verbally and in writing.

**Compensation:** \$27.00/hour plus benefits.

*Open Until Filled*

Applications available at the Town's website  
([www.townoflapointewi.gov/assets/files/2020/09/job-application-town-of-la-pointe.pdf](http://www.townoflapointewi.gov/assets/files/2020/09/job-application-town-of-la-pointe.pdf))  
or at Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850

**The Town of La Pointe is an Equal Opportunity Employer**

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FEB 22 2023

Initial: dg

(5) TB, TA, AA, Clerk, Public  
e-mail - Library

Date: February 22, 2023

To: Town Board

From: Dorgene Goetsch, Clerical Assistant

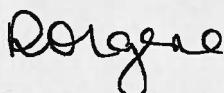
RE: Library Board Appointment term ending 6/30/24.

Micaela Montage resigned from the Library Board 1/24/23.

I posted for the vacancy from 1/27/23 – 2/16/23. 3 people signed up, 1 turn in an application to serve on a committee.

The Library Board, at their 2/21/23 meeting, recommended appointing Jane Vogt to the Library Board for term ending 6/30/24.

Thank You,



### CURRENT LIBRARY BOARD

**3 Year Terms, 7 Members**

**PURPOSE:** That said first Library Board and all successor boards shall have all the authority, rights and powers granted by law and shall be subject to all of the duties and obligations required by law with respect to Public Libraries.

**MEMBERS:**

Marilyn Hartig  
Cynthia Mueller  
Open  
Katie Sanders  
Lisa Potswald, President  
Keith Ryskoski  
Peggy Ross

**TERM EXPIRES:**

June 30, 2023  
June 30, 2023  
June 30, 2024  
June 30, 2024  
June 30, 2024  
June 30, 2025  
June 30, 2025



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

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

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

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

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

2. Personal Information

JANE E. VOST

Name (please print)

P.O. Box 999, La Pointe WI 54850

Mailing Address

760-567-2021

715-747-6396

jane.e.vost@gmail.com

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time Seasonal [checked] Other

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

If yes, what boards or committees? Affordable Housing
Comprehensive Plan

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

The library has a crucial role in our community. Your program only, even if the library, remains relevant. As needs and local regional are varied & fluctuate in all ways, it is important to have a "giving" & inclusive staff and facility.

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

I have learned a great deal about our community and what is valuable through my participation in the comprehensive plan committee. As that winds down, I still have a lot to offer. I would like to continue the library's importance to our community and to plan in great detail as new additions.

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

JANE E. VOST

Print Name

[Handwritten Signature]

Signature

02/16/23

Date

RECEIVED FEB 16 2023

Initial: jv e mail

## MEMO

To: Town Board  
From: Michael Kuchta, Town Administrator  
Re: Budget Amendment #1

Feb. 28, 2023

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**The amendment:**

- Adds \$114,803 to Law Enforcement wages and benefits. This will enable the La Pointe Police Department to provide 24/7 coverage in the Town through 2023, as you authorized at your meeting on Jan. 24, 2023.
- Adds \$20,000 for additional Legal Expenses anticipated in 2023.
- Adds \$4,000 for a generator at the Snow Removal Equipment Building. Purchase was budgeted and approved in 2022 (PO #2022-87) but will not take place until this year.
- Adds \$6,500 for the in-house Payroll module that was budgeted and contracted for in 2022, but not invoiced and paid until January 2023.
- Adds \$1,900 for ice rescue supplies. Purchase was budgeted and approved in 2022 (PO #2022-63) but will not take place until this year.
- All expenditures will be offset by cash carried over from 2022.

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FEB 28 2023

Initial: dg

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

**2023 BUDGET AMENDMENT #1**

Page 1 of 1

A resolution amending the 2023 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 2023 budget as follows

1. ***That*** \$70,646.00 be added to Expenditure Line Item "Law Enforcement Wages" (Acct. #100-00-52100-110-000); that \$5,404.00 be added to Expenditure Line Item "Law Enforcement FICA" (Acct. #100-00-52100-130-000); that \$22,317.00 be added to Expenditure Line Item "Law Enforcement Employee Insurances" (Acct. #100-00-52100-132-000); that \$12,173.00 be added to Expenditure Line Item "Law Enforcement Retirement" (Acct. #100-00-52100-131-000); that \$4,263.00 be added to Expenditure Line Item "Law Enforcement Workers Comp" (Acct. #100-00-52100-520-000) and that \$114,803.00 be added to Revenue Line "Fund Balance Applied (Excess Cash on Hand)" (Acct. #100-00-49300-000) **(USE OF 2022 FUND BALANCE CASH)**; and
  
2. ***That*** \$20,000.00 be added to Expenditure Line Item "Legal Expenses" (Acct. #100-00-51300-210-000); and that \$20,000.00 be added to Revenue Line Item "Fund Balance Applied (Excess Cash on Hand)" (Acct. #100-00-49300-000) **(USE OF 2022 FUND BALANCE CASH)**; and
  
3. ***That*** \$6,500.00 be added to Expenditure Line Item "Office Equipment Capital Outlay" (Acct. #100-00-57120-000); that \$2,666.67 be added to Expenditure Line Item "Roads Building Capital" (Acct. #100-00-57327-000); that \$1,333.33 be added to Expenditure Line Item "Airport SRE Building Capital" (Acct. #100-00-57351-000); that \$1,900.00 be added to Expenditure Line Item "Fire Department Rescue" (Acct. #100-00-52200-346), and that \$12,400.00 be added to Revenue Line Item "Fund Balance Applied (Excess Cash on Hand)" (Acct. #100-00-49300-000) **(USE OF 2022 FUND BALANCE CASH)**.

Passed \_\_\_\_\_

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

Posted \_\_\_\_\_

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

\_\_\_\_\_  
Aimée Baxter, Supervisor

Attest \_\_\_\_\_

Micaela Montagne, Town Clerk

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

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

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# 2023 Town Board Budget Condensed Summary Report

TB Approved 12/14/2022

## REVENUES:

	Approved 2023 budget	2023 Proposed Amend #1	2023 Amended Budget
All Taxes:	\$ 2,076,034	\$ -	\$ 2,076,034
Intergovernl Revenues:	\$ 238,238	\$ -	\$ 238,238
Licenses & Permits:	\$ 48,067	\$ -	\$ 48,067
Fines/Forfeitures:	\$ 2,600	\$ -	\$ 2,600
Public Services Chrgs:	\$ 464,602	\$ -	\$ 464,602
Intergovernl Chrgs:	\$ 37,000	\$ -	\$ 37,000
Misc. Revenue:	\$ 109,660	\$ -	\$ 109,660
Other Fin. Sources:	\$ 1,386,244	\$ 147,203	\$ 1,533,447
<b>TOTAL REVENUES:</b>	<b>\$ 4,362,445</b>	<b>\$ 147,203</b>	<b>\$ 4,509,648</b>

0

0

0

## EXPENDITURES

	Approved 2023 budget	2023 Amended Budget	2023 Amended Budget
General Government	\$ 738,175	\$ 20,000	\$ 758,175
Public Safety:	\$ 703,702	\$ 116,703	\$ 820,405
Public Works:	\$ 851,014	\$ -	\$ 851,014
Health & Human Services:	\$ 44,199	\$ -	\$ 44,199
Culture, Parks & Rec:	\$ 432,295	\$ -	\$ 432,295
Conservation & Devel:	\$ 43,628	\$ -	\$ 43,628
Capital Outlay:	\$ 1,085,687	\$ 10,500	\$ 1,096,187
Debt Service:	\$ 424,195	\$ -	\$ 424,195
Other Financing Needs:	\$ 39,550	\$ -	\$ 39,550
<b>TOTAL EXPENDITURES:</b>	<b>\$ 4,362,445</b>	<b>\$ 147,203</b>	<b>\$ 4,509,648</b>

0.00

0.00

0.00

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# 2023 Budget Amendments

# DRAFT

	2023 Approved Budget	Proposed Budget Amend #1 02/28/2023	Proposed Amended Budget
<b>REVENUES:</b>			
Taxes	2,076,034		2,076,034
Intergovernmental	238,238		238,238
Licenses & Permits	48,067		48,067
Fines	2,600		2,600
Public Charges	463,502		463,502
Intergovernmental Charges	38,100		38,100
Misc Revenues	109,660		109,660
Other Financing	1,386,244	147,203	1,533,447
	<b>\$4,362,445</b>	<b>\$147,203</b>	<b>\$4,509,648</b>
<b>EXPENDITURES:</b>			
General Government	738,175	20,000	758,175
Public Safety	703,702	116,703	820,405
Public Works	851,014		851,014
Health & Human Services	44,199		44,199
Culture & Recreation	432,295		432,295
Conservation Development	43,628		43,628
Capital Outlay	1,085,687	10,500	1,096,187
Debt Service	424,195		424,195
Other Finance Uses	39,550		39,550
	<b>\$4,362,445</b>	<b>\$147,203</b>	<b>\$4,509,648</b>
<b>VARIANCE</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
		rounding	

# 2023 Full Budget Worksheets

REVENUES: Code	description	2023	2023	2023
		Actual Option #3	Prpsd Amend #1 2/28/2023	Amended Budget
<b>TAXES:</b>				
100-00-41110-000-0	Property Taxes	1,871,395		1,871,395
100-00-41150-000-0	Private Forest Crop	3,084		3,084
100-00-41210-000-0	Accomodation Taxes	190,000		190,000
100-00-41320-000-0	Taxes from Other Exempt	2,150		2,150
100-00-41800-000-0	Int&Penalties on Taxes	0		0
100-00-41801-000-0	PP Int&Penalties	0		0
100-00-42300-000-0	Special Assessments	0		0
100-00-42300-000-0	Sp Assessment - Big Arns	9,405		9,405
<b>TL TAXES:</b>		<b>\$2,076,034</b>	<b>\$0</b>	<b>\$2,076,034</b>

<b>INTERGOVERNMENTAL REVENUES:</b>				
100-00-43200-000-0	Dept of Energy -Solar Array	0		0
100-00-43210-000-0	Federal CARES Airport	51,000		51,000
100-00-43220-000-0	Federal-CARES Covid-19	0		0
100-00-43410-000-0	State Shared Revenues	32,937		32,937
100-00-43420-000-0	Fire Insurance (2%)	7,387		7,387
100-00-43430-000-0	Other State Aids Exempt Compute	113		113
100-00-43550-000-0	Law Enforcement Training	7,640		7,640
100-00-43555-000-0	WI DNR -FFP Grant	4,450		4,450
100-00-43530-000-0	State Transportation Aids	90,000		90,000
100-00-43500-000-0	State Grant - Habor/Docks	0		0
100-00-43560-000-0	State Grant - WI Coastal	0		0
100-00-43540-000-0	State Grant Resp. Unit	8,800		8,800
100-0043564-000-0	Coastal Mgt - Big Bay Town Park	15,000		15,000
100-00-43565-000-0	State Grant - Health Services	2,000		2,000
100-00-43570-000-0	DNR Grant - BBTP	1,763		1,763
100-00-43610-000-0	State Municipal Services (PMS)	4,833		4,833
100-00-43620-000-0	DNR Lieu of Taxes(.113)	8,083		8,083
100-00-43621-000-0	DNR Lieu of Taxes(.114)	4,111		4,111
100-00-43650-000-0	Mngd Forest Law 77.05 & 77.85	121		121
<b>TL INTERGOVERNMENTAL REVENUES:</b>		<b>\$238,238</b>	<b>\$0</b>	<b>\$238,238</b>

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## LICENSE & PERMITS:

100-00-44100-000-0	Comm. Business License (BBTP)	120		120
100-00-44110-000-0	Liquor, Beer, Wine License	6,780		6,780
100-00-44111-000-0	Operators License	240		240
100-00-44112-000-0	Cigarette licenses	400		400
100-00-44113-000-0	Soda Licenses	305		305
100-00-44120-000-0	Room Tax Permit & Other	100		100
100-00-44210-000-0	Dog Licenses	72		72
100-00-44300-000-0	Bldg & Land Use Permits	12,000		12,000
100-00-44400-000-0	Zoning Permits & Other Fees	28,050		28,050
100-00-44401-000-0	Zoning Books & Comp. Plans	0		0
<b>TOTAL LICENSE &amp; PERMITS:</b>		<b>\$48,067</b>	<b>\$0</b>	<b>\$48,067</b>



Code	Description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>FINES, FORFEITS &amp; PENALTY:</b>				
100-00-45130-000-0	Parking Violations	1,000		1,000
100-00-45190-000-0	Other Violations/Forfeitures	1,000		1,000
100-00-45195-000-0	Ferry Reimbursements via Court	600		600
<b>TL FINES, FORFEITS &amp; PENALTY:</b>		<b>\$2,600</b>	<b>\$0</b>	<b>\$2,600</b>

**PUBLIC CHARGES-SERVICES:**

100-00-44002-000	Fire # Purchased	0		0
100-00-46100-000-0	Clerks Fees (publish liq)	532		532
100-00-46191-000-0	Data Reproduction (copies)	130		130
100-00-46193-000-0	Reproduct/P Info Requests	100		100
100-00-46210-000-0	Law Enforcement Fees	245		245
100-00-46220-000-0	Fire Services	1,100		1,100
100-00-46230-000-0	Ambulance Fees	20,000		20,000
100-00-46310-000-0	Rd Maintenance/Const/Snow	0		0
100-00-46330-000-0	Parking Permits	0		0
100-00-46335-000-0	Impound Lot Income	700		700
100-00-46340-000-0	Airport Fees - tie downs	3,791		3,791
100-00-46342-000-0	Airport - Hangar Leases	26,700		26,700
100-00-46343-000-0	Airport - Industrial Leases	13,350		13,350
100-00-46344-000-0	Airport - Parking	1,600		1,600
100-00-46345-000-0	Airport - Tractor Rental	1,500		1,500
100-00-46370-000-0	Docks & Harbor Income	69,035		69,035
100-00-46390-000-0	Other Harbor, Trans	3,597		3,597
100-00-46430-000-0	MRF Tipping Fees:	105,000		105,000
100-00-46540-000-0	Cemetery Fees	3,400		3,400
100-00-46720-000-0	Park & Campground Fees	200,616		200,616
100-00-46722-000-0	Non-Motorized Vessel Permits	1,706		1,706
100-00-46723-000-0	Campground showers	6,400		6,400
100-00-46724-000-0	Parks-Shelter BBTP	600		600
100-00-46725-000-0	Parks-Shelter Jonis, Russell Park	400		400
100-00-46741-000-0	Special Events	450		450
100-00-46743-000-0	Community Center	0		0
100-00-46900-000-0	Other Public Charges	3,650		3,650
<b>TL PUBLIC CHARGES FOR SERVICES:</b>		<b>\$464,602</b>	<b>\$0</b>	<b>\$464,602</b>

**INTERGOVERNMENTAL CHARGES:**

100-00-47321-000-0	County Police	0		0
100-00-47325-000-0	Fire Services to Agencies	0		0
100-00-47230-001-0	State Park Plowing & Gravel	500		500
100-00-47330-000-0	Services to M Sanitary District	3,500		3,500
100-00-47400-000-0	Services to Bayfield School	0		0
100-00-47331-000-0	County "H" Maintenance	30,000		30,000
100-00-47335-000-0	Ashland Cty-Intermunicipal	3,000		3,000
100-00-47410-000-0	Ashland Cty-Reimbursement	0		0
100-00-47494-000-0	MRF Fees-internal Departments	0		0
<b>TL INTERGOVERNMENTAL CHARGES:</b>		<b>\$37,000</b>	<b>\$0</b>	<b>\$37,000</b>

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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>MISCELLANEOUS REVENUES:</b>				
100-00-48100-000-0	Interest Income	4,800		4,800
100-00-48130-000-0	Interest on Special Assessments	0		0
100-00-48200-000-0	Rent - Tower	9,000		9,000
100-00-48210-000-0	Rent- Health Center	24		24
100-00-48220-000-0	Rental of MRF	3		3
100-00-48301-000-0	Sale of Law Equip/Property	5,000		5,000
100-00-48302-000-0	Sale of Fire Equip/Property	0		0
100-00-48303-000-0	Sale of Amb Equip/Property	0		0
100-00-48300-000-0	Sale Hwy Equip/Property	0		0
100-00-48306-000-0	Sale of Solid Waste Materials	0		0
100-00-48307-000-0	Sale Recyclable Materials	15,000		15,000
100-00-48305-000-0	Sale Recyc/SW Equipment	0		0
100-00-48309-000-0	Sale of Other Equip/Property	0		0
100-00-48310-000-0	Insurance Recovery-General	0		0
100-00-48320-000-0	Ins. Rec damage to Law	0		0
100-00-48400-000-0	Insurance Recoveries Rds	0		0
100-00-48500-000-0	Donations & Contrib Pk& Rec	0		0
100-00-48501-000-0	Contrib/Donations Law Enforceme	0		0
100-00-48506-000-0	Donation to Fire (non-designated)	0		0
100-00-48502-000-0	Donations - Porta Potties	4,748		4,748
100-00-48503-000-0	Windsled - Bayfield School	18,000		18,000
100-00-48504-000-0	Windsled - MIFL	0		0
100-00-48505-000-0	Dock Improve - MIFL Contribution	50,000		50,000
100-00-48600-000-0	Local Grants - Comp Plan	0		0
100-00-48900-000-0	Other Misc. Income/Ins. Re-imbur	3,085		3,085
<b>TL MISCELLANEOUS REVENUES:</b>		<b>\$109,660</b>	<b>\$0</b>	<b>\$109,660</b>
<b>OTHER FINANCING SOURCES:</b>				
100-00-49500-000-0	Transfer fr Long-term Debt	417,596		417,596
100-00-49200-000-0	Transfer fr Design Funds	750,648		750,648
100-00-49300-000-0	Fund Balance Applied	218,000	147,203 (1,2,3)	365,203
<b>TL OTHER FINANCING SOURCES:</b>		<b>\$1,386,244</b>	<b>\$147,203</b>	<b>\$1,533,447</b>
<b>TOTAL REVENUES:</b>		<b>\$4,362,445</b>	<b>\$147,203</b>	<b>\$4,509,648</b>

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**EXPENDITURES**

		2023	2023	2023
		Actual	Prpsd	Amended
Code	description	Option #3	Amend #1	Budget
100-00-51100-110-0	Town Board Wages	27,000		27,000
100-00-51100-130-0	Town Board FICA	2,066		2,066
100-00-51100-510-0	Town Board Insurance	1,900		1,900
100-00-51300-210-0	Legal	17,000	20,000 (2)	37,000
100-00-51300-310-0	MIFL Admin Exp	4,000		4,000
100-00-51400-000-0	General Admin (publish liq)	1,204		1,204
100-00-51410-110-0	Town Admin Wages	77,475		77,475
100-00-51410-130-0	Town Admin FICA	5,673		5,673
100-00-51410-132-0	Town Admin Insurances	23,075		23,075
100-00-51410-131-0	Town Admin Retirement	5,268		5,268
100-00-51410-390-0	Town Admin Expenses	3,500		3,500
100-00-51410-520-0	Town Admin Work Comp	313		313
100-00-51420-110-0	Clerk Salary	21,675		21,675
100-00-51420-130-0	Clerk FICA	764		764
100-00-51420-132-0	Clerk Insurances	11,848		11,848
100-00-51420-310-0	Office Supplies	9,920		9,920
100-00-51510-211-0	Auditor	31,900		31,900
100-00-51450-311-0	Computer/Web-site	26,104		26,104
100-00-51420-131-0	Clerk Retirement	1,479		1,479
100-00-51430-110-0	Personnel Wages	182,483		182,483
100-00-51430-130-0	Personnel FICA	13,690		13,690
100-00-51430-132-0	Personnel Insurances	27,669		27,669
100-00-51430-131-0	Personnel Retirement	10,220		10,220
100-00-51440-110-0	Election Worker Wages	1,560		1,560
100-00-51440-390-0	Election Expenses	5,326		5,326
100-00-51520-110-0	Treasurers Wages	10,519		10,519
100-00-51520-130-0	Treasurers FICA	665		665
100-00-51520-390-0	Treasurers Expenses	3,475		3,475
100-00-51520-131-0	Treasurers Retirement	252		252
100-00-51520-132-0	Treasurers Insurance	1,914		1,914
100-00-51520-510-0	Treasurers Bond	4,500		4,500
100-00-51530-215-0	Assessor Wages/contract	18,900		18,900
100-00-51600-240-0	Town Hall Maintenance	2,375		2,375
100-00-51600-110-0	Town Hall Main. Labor	822		822
100-00-51600-327-0	Town Hall Expenses/Safety	290		290
100-00-51600-220-0	Town Hall Utilities	10,106		10,106
100-00-51600-240-0	Town Hall Generator	150		150
100-00-51600-229-0	Town Hall Solar Array Expenses	150		150
100-00-56700-000-0	Accommodations Tax Paid Out	133,000		133,000
100-00-51910-000-0	Illegal Tax, Tax Refunds	148		148
100-00-51920-510-0	Non Dept Insurance & Bonds	28,185		28,185
100-00-51920-520-0	Worker's Comp	2,017		2,017
100-00-51980-390-0	Other General Government	7,595		7,595
100-00-51982-000-0	Great Lakes Initiative	0		0
100-00-51980-395-0	General Govern CV-19 Expenses	0		0
<b>TL GENERAL GOVERNMENT:</b>		<b>\$738,175</b>	<b>\$20,000</b>	<b>\$758,175</b>

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**PUBLIC SAFETY**

Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
100-00-52100-110-0	Law Wages	155,659	70,646 (1)	226,305
100-00-52100-130-0	Law FICA	11,908	5,404 (1)	17,312
100-00-52100-132-0	Law Employee Insurances	33,506	22,317 (1)	55,823
100-00-52100-325-0	Law Training	7,000		7,000
100-00-52100-221-0	Law Utilities/Phone/Bldg	9,300		9,300
100-00-52100-340-0	Law Supplies	6,300		6,300
100-00-52100-400-0	Law Vehicle (inc ferry)	14,600		14,600
100-00-52100-131-0	Law Retirement	16,649	12,173 (1)	28,822
100-00-52100-510-0	Law Liab & Property Insurance	10,209		10,209
100-00-52100-520-0	Law Worker's Comp Ins	9,393	4,263 (1)	13,656
100-00-52100-525-0	Law Unemployment	1,000		1,000
100-00-52100-293-0	Town Labor Expense	1,818		1,818
100-00-52100-210-0	Law Legal Fees	4,000		4,000
100-00-52100-391-0	Annual CODY Expense	1,400		1,400
100-00-52100-326-0	Law Enforcement Uniforms	2,000		2,000
100-00-52100-405-0	Law -Bike Patrol Expenses	200		200
100-00-52100-294-0	Law - Hiring Expenses	500		500
<b>TL LAW ENFORCEMENT:</b>		<b>\$285,442</b>	<b>\$114,803</b>	<b>\$400,245</b>
100-00-52200-110-0	Fire Dept Compensation	54,492		54,492
100-00-52200-130-0	Fire FICA	4,169		4,169
100-00-52200-390-0	Fire Chief Expenses	1,492		1,492
100-00-52200-323-0	Fire Education	7,104		7,104
100-00-52200-355-0	Fire Bldg. Maintenance	6,143		6,143
100-00-52200-340-0	Fire Supplies	5,763		5,763
100-00-52200-231-0	Fire Truck Maintenance	34,186		34,186
100-00-52200-810-0	Fire Equipment	13,310		13,310
100-00-52200-240-0	Fire Equipment Repairs	8,051		8,051
100-00-52200-510-0	Fire Insurance Liab Ins.	7,771		7,771
100-00-52200-220-0	Fire Utilities	10,540		10,540
100-00-52200-520-0	Fire Worker's Comp Ins.	1,124		1,124
100-00-52200-365-0	Fire Dept Turn Out Gear	5,200		5,200
100-00-52200-131-0	Fire Retire/Ins/Unemploy	18,571		18,571
100-00-52200-293-0	Town Labor Expense	2,406		2,406
100-00-52200-346-0	Rescue Expenses	10,027	1,900 (3)	11,927
<b>TL FIRE DEPT:</b>		<b>\$190,349</b>	<b>\$1,900</b>	<b>\$192,249</b>
100-00-52300-110-0	Ambulance EMT/EMR	143,865		143,865
100-00-52300-130-0	Ambulance FICA	11,006		11,006
100-00-52300-390-0	Ambulance Directors Exp	4,829		4,829
100-00-52300-231-0	Ambulance Veh. Expense	6,818		6,818
100-00-52300-361-0	Ambulance Equip Repair	1,040		1,040
100-00-52300-349-0	Ambulance Expendable Supplies	4,640		4,640
100-00-52300-230-0	Ambulance Bldg. Maint.	2,945		2,945
100-00-52300-810-0	Ambulance Durable Equip	8,108		8,108
100-00-52300-323-0	Ambulance Education	10,367		10,367
100-00-52300-510-0	Ambulance Liab. Ins.	4,958		4,958
100-00-52300-220-0	Ambulance Utilities	5,270		5,270
100-00-52300-520-0	Ambulance Workers Comp	1,124		1,124
100-00-52300-525-0	Ambulance Unemployment	700		700
100-00-52300-131-0	Ambulance Retirement/Ins.	4,186		4,186
100-00-52300-291-0	Ambulance Outside Billings	3,000		3,000
100-00-52300-293-0	Town Labor Expense	1,410		1,410
100-00-52300-125-0	Annual Service Award Program E)	7,925		7,925
100-00-52300-341-0	Ambulance Supplies - Meds	3,590		3,590
100-00-52300-327-0	Ambulance Uniform/Safety	2,130		2,130
<b>TL AMBULANCE SERVICE:</b>		<b>\$227,911</b>	<b>\$0</b>	<b>\$227,911</b>
<b>TOTAL PUBLIC SAFETY:</b>		<b>\$703,702</b>	<b>\$116,703</b>	<b>\$820,405</b>

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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>PUBLIC WORKS:</b>				
100-00-53100-110-0	Road Administration	33,819		33,819
100-00-53101-110	Roads Safety Labor	6,852		6,852
100-00-53100-325-0	Roads Safety Materials	1,000		1,000
100-00-53110-110-0	Roads Training Labor	5,902		5,902
100-00-53200-110-0	County "H" Labor	16,035		16,035
100-00-53200-371-0	County "H" Material	1,200		1,200
100-00-53210-110-0	Ice Road Labor	9,734		9,734
100-00-53210-371-0	Ice Road Materials/Contract	30,000		30,000
100-00-53210-531-0	Winter Transport Town Operations	9,090		9,090
100-00-53210-532-0	Winter Transportation Services	15,000		15,000
100-00-53230-110-0	Shop Operations - Labor	12,566		12,566
100-00-53230-371-0	Shop Operations - Materials	10,000		10,000
100-00-53300-357-0	SRE Bldg - Rd's Share 2/3	5,500		5,500
100-00-53300-351-0	Rds Buildings & Grounds (Not SRI)	500		500
100-00-53310-371-0	Bridges/Culverts - Materials	8,000		8,000
100-00-53310-110-0	Bridges/Culverts - Labor	6,598		6,598
100-00-53311-130-0	Highway/Roads FICA	11,323		11,323
100-00-53311-110-0	Highway/Roads - Labor	81,904		81,904
100-00-53313-131-0	Highway/Roads Retirement	16,318		16,318
100-00-53311-370-0	Gravel	13,000		13,000
100-00-53311-371-0	Highway Street Maintenance	45,800		45,800
100-00-53313-132-0	Highway Emp. Insurances	65,028		65,028
100-00-53313-525-0	Highway Unemployment	0		0
100-00-53313-520-0	Highway Worker's Comp	24,534		24,534
100-00-53313-510-0	Highway Equip Insurance	12,804		12,804
100-00-53313-220-0	Highway Building Utilities	10,000		10,000
100-00-53311-530-0	Equipment Rental	2,500		2,500
100-00-53313-110-0	Equipment - Labor	8,048		8,048
100-00-53312-235-0	Fuels, Oils	33,000		33,000
100-00-53312-236-0	Equipment Parts	30,000		30,000
100-00-53312-237-0	Equip Repairs - Subs	10,000		10,000
100-00-53400-000-0	Road related facilities/sidewalks	0		0
100-00-53410-000-0	Limited Purpose Roads	0		0
100-00-53420-000-0	Street Lights	4,000		4,000
<b>TL ROADS/HIGHWAY:</b>		<b>\$540,055</b>	<b>\$0</b>	<b>\$540,055</b>
100-00-53510-293-0	Airport Labor - Town crew	28,607		28,607
100-00-53510-230-0	Airport Maint. Expense	1,500		1,500
100-00-53510-240-0	Airport Brush removal/clearing	0		0
100-00-53510-130-0	Airport FICA	689		689
100-00-53510-110-0	Airport Mgr Salary	9,000		9,000
100-00-53510-520-0	Airport Workers Comp	816		816
100-00-53510-510-0	Airport Liab Insurance	3,009		3,009
100-00-53510-220-0	Airport Bldg/Util Expense	6,000		6,000
100-00-53510-238-0	Airport Tractor Maintenance	3,000		3,000
100-00-53510-357-0	Airport SRE Bldg share 1/3	2,750		2,750
100-00-53510-295-0	Airport Terminal Maintenance	500		500
100-00-53510-297-0	Airport Industrial Zone	500		500
<b>TL AIRPORT:</b>		<b>\$56,371</b>	<b>\$0</b>	<b>\$56,371</b>
100-00-53540-240-0	Docks & Harbors - Maint	623		623
100-00-53540-110-0	Docks & Harbors - Labor	6,863		6,863
100-00-53540-130-0	Docks & Harbor FICA	0		0
100-00-53540-390-0	Harbor Misc/Admin	250		250
<b>TL DOCKS &amp; HARBORS:</b>		<b>\$7,736</b>	<b>\$0</b>	<b>\$7,736</b>

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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
100-00-53630-298-0	MRF Employee Safety	1,750		1,750
100-00-53630-110-0	Solid Waste Wages	42,291		42,291
100-00-53630-130-0	Solid Waste FICA	7,350		7,350
100-00-53630-381-0	Solid Waste Disposal	50,533		50,533
100-00-53630-131-0	Solid Waste Retirement	7,450		7,450
100-00-53630-293-0	Solid Waste Town Crew	5,956		5,956
100-00-53630-390-0	Solid Waste Supplies	7,200		7,200
100-00-53630-132-0	Solid Waste Emp. Insurance	15,892		15,892
100-00-53630-525-0	Solid Waste Unemployment	0		0
100-00-53630-520-0	Solid Waste Worker's Comp	7,917		7,917
100-00-53630-510-0	Solid Waste Insurance	5,277		5,277
100-00-53630-220-0	Solid Waste Utilities	1,363		1,363
100-00-53630-380-0	Haz Materials Expenses	6,417		6,417
100-00-53630-400-0	Solid Waste Vehicle Expense	1,050		1,050
100-00-53630-810-0	Solid Waste Equip Repair	2,300		2,300
100-00-53633-000-0	Household Hazardous Waste	2,000		2,000
100-00-53634-000-0	Medical & Rx Hazardous Waste	300		300
100-00-53630-299-0	Internal Hauling	15,989		15,989
100-00-53635-110-0	Recycling Labor	48,916		48,916
100-00-53635-381-0	Recycling Disposal	4,700		4,700
100-00-53635-323-0	Recycling Education	2,272		2,272
100-00-53635-390-0	Recycling Supplies/Materials	1,000		1,000
100-00-53635-220-0	Recycling Utilities	2,279		2,279
100-00-53635-400-0	Recycling Vehicle Expense	900		900
100-00-53635-230-0	Recycling Equip Maintenance	3,100		3,100
100-00-53640-410-0	MRF Weeds & Nuisance Control	150		150
100-00-53640-295-0	MRF Facility Expenses	2,500		2,500
<b>TL SOLID WASTE/RECYCLING:</b>		<b>\$246,852</b>	<b>\$0</b>	<b>\$246,852</b>

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<b>TOTAL PUBLIC WORKS:</b>	<b>\$851,014</b>	<b>\$0</b>	<b>\$851,014</b>
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**HEALTH & HUMAN SERVICES:**

100-00-54100-344-0	Health Center General Op	24,000		24,000
100-00-54100-110-0	Health Center Wages	1,576		1,576
100-00-54100-130-0	Health Center FICA	121		121
100-00-54100-355-0	Health Center Bldg	2,392		2,392
100-00-54100-132-0	Health Center Insurances	637		637
<b>TL HEALTH CENTER:</b>	<b>\$28,726</b>	<b>\$0</b>	<b>\$28,726</b>	

100-00-54910-293-0	Cemetery Town Labor	1,529		1,529
100-00-54910-390-0	Cemetery General Expenses	6,125		6,125
100-00-54910-290-0	Cemetery Sexton	6,251		6,251
100-00-54910-356-0	Cemetery Chapel Maint & Supplie	1,000		1,000
100-00-54910-510-0	Cemetery Insurances	288		288
100-00-54910-220-0	Cemetery Chapel Utilities	280		280

<b>TL CEMETERY:</b>	<b>\$15,473</b>	<b>\$0</b>	<b>\$15,473</b>
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<b>TOTAL HEALTH &amp; HUMAN SERVICES:</b>	<b>\$44,199</b>	<b>\$0</b>	<b>\$44,199</b>
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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>CULTURE &amp; RECREATION</b>				
100-00-55110-110-0	Library Wages	117,778		117,778
100-00-55110-130-0	Library FICA	8,483		8,483
100-00-55110-230-0	Library Bldg. Maint.	13,798		13,798
100-00-55110-323-0	Library Education	1,000		1,000
100-00-55110-343-0	Library Equip/Books	5,000		5,000
100-00-55110-293-0	Library - Town Crew	2,644		2,644
100-00-55110-520-0	Library Workers Comp	4,071		4,071
100-00-55110-132-0	Library Employee Ins.	46,107		46,107
100-00-55110-525-0	Library - Unemployment	1,500		1,500
100-00-55110-131-0	Library Retirement	8,009		8,009
100-00-55110-510-0	Library Property Insurance	4,045		4,045
100-00-55110-344-0	Library Operating Exp.	10,670		10,670
100-00-55111-110-0	Library-Rec Program Wages-FICA	31,498		31,498
	Transfer of wages to Rec I	(4,306)		-4,306
	TB budget reduction	(34,297)		(34,297)
<b>TL LIBRARY:</b>		<b>\$216,000</b>	<b>\$0</b>	<b>\$216,000</b>
100-00-55200-110-0	Parks Wages	9,974		9,974
100-00-55200-130-0	Parks Wages FICA	763		763
100-00-55200-390-0	Parks General Expenses	20,000		20,000
100-00-55200-358-0	Parks Beautification	1,000		1,000
100-00-55200-354-0	Parks -Trails Expense	1,000		1,000
100-00-55200-525-0	Parks Unemployment	7,457		7,457
100-00-55200-520-0	Parks Workers Comp	6,606		6,606
100-00-55200-510-0	Parks - General Insurance	9,958		9,958
100-00-55200-220-0	Parks Utilities	2,500		2,500
100-00-55200-228-0	Parks - Solar Butterfly Garden	0		0
100-00-55200-131-0	Parks Retirement	0		0
100-00-55200-359-0	Parks Reservation Fees	15,000		15,000
100-00-55200-293-0	Town Labor Expense	13,192		13,192
100-00-55200-400-0	Parks - Vehicle expenses	5,000		5,000
100-00-55200-222-0	Parks - Porta Potties	4,798		4,798
100-00-55250-110-0	BBTP - Wages & FICA	76,602		76,602
100-00-55250-340-0	BBTP - General Supplies	8,260		8,260
100-00-55250-342-0	BBTP - Paper & Cleaning	6,000		6,000
100-00-55250-220-0	BBTP - Utilities	15,915		15,915
100-00-55250-230-0	BBTP - Repairs & Maintenance	1,500		1,500
<b>TL PARKS:</b>		<b>\$205,525</b>	<b>\$0</b>	<b>\$205,525</b>
100-00-55400-355-0	Recreation Bldg./Utilities	4,500		4,500
100-00-55400-390-0	Recreation Misc.	0		0
100-00-55400-510-0	Rec Ctr- Gen Insurance	491		491
100-00-55400-293-0	Town Labor Expense	5,779		5,779
<b>TOTAL RECREATION:</b>		<b>\$10,770</b>	<b>\$0</b>	<b>\$10,770</b>
<b>TL CULTURE, PARKS &amp; RECREATION:</b>		<b>\$432,295</b>	<b>\$0</b>	<b>\$432,295</b>

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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>CONSERVATION &amp; DEVELOPMENT</b>				
100-00-56400-217-0	TPC Planning	0		0
100-00-56400-110-0	Wages	25,371		25,371
100-00-56400-130-0	FICA	1,941		1,941
100-00-56400-355-0	Building Expense	600		600
100-00-56400-320-0	Publications Expense	100		100
100-00-56400-390-0	Expenses	925		925
100-00-56400-132-0	Employee Insurance	380		380
100-00-56400-525-0	Unemployment Expense	0		0
100-00-56400-520-0	Worker's Comp	2,115		2,115
100-00-56400-131-0	Retirement	13		13
100-00-56400-292-0	Legal	5,000		5,000
100-00-56400-315-0	Expenses - Print/copying	0		0
100-00-56400-325-0	Expenses - Training	250		250
100-00-56400-296-0	Ashland Cty Services	6,933		6,933
<b>TL CONSERVATION &amp; DEVELOP:</b>		<b>\$43,628</b>	<b>\$0</b>	<b>\$43,628</b>
<b>CAPITAL OUTLAY:</b>				
100-00-57100-000-0	Town Hall	17,150		17,150
100-00-57210-000-0	Law Capital Outlay Equipment	51,786		51,786
100-00-57120-000-0	Office Equipment	0	6,500 (3)	6,500
100-00-57220-000-0	Fire Protection Capital Outlay	846,264		846,264
100-00-57230-000-0	Ambulance Capital Outlay	9,952		9,952
100-00-57324-000-0	Road Equipment	0		0
100-00-57327-000-0	Roads Building	0	2,667 (3)	2,667
100-00-57332-000-0	Roads Gravel/Blacktop	50,000		50,000
100-00-57331-000-0	Gravel Site Capital Outlay	31,500		31,500
100-00-57330-000-0	Big Arn's Road	0		0
100-00-57343-000-0	Sidewalk Improvements	36,000		36,000
100-00-57350-000-0	Airport Capital outlay	15,000		15,000
100-00-57355-000-0	HAP Dock & Harbor Outlay (HAP)	0		0
100-00-57356-000-0	Town Dock Shelter	0		0
100-00-57357-000-0	Town Dock Paving	0		0
100-00-57354-000-0	Dock & Harbor-Eng	0		0
100-00-57391-000-0	Other Transp (FBD)/WTC	0		0
100-00-57431-000-0	Solid Waste Equipment	1,750		1,750
100-00-57433-000-0	Solid Waste Building	0		0
100-00-57435-000-0	Recycling Equipment	1,750		1,750
100-00-57436-000-0	Recycling Building	0		0
100-00-57351-000-0	Snow Removal Bldg. (SRE)	0	1,333 (3)	1,333
100-00-57500-000-0	Cemetery Capital Outlay	0		0
100-00-57610-000-0	Library Capital Outlay	0		0
100-00-57624-000-0	BBTP - Access Capital Outlay	16,705		16,705
100-00-57623-000-0	BBTP - Equipment	6,000		6,000
100-00-57622-000-0	BBTP - Trails improvement			0
100-00-57621-000-0	Joni's Beach Improvements	0		0
100-00-57620-000	Parks Capital Equipment	0		0
100-00-57630-000-0	Rec Cntr Bldg/Playground	0		0
100-00-57790-000-0	ESB Site Construction	0		0
100-00-57792-000-0	ESB Site Arch/Engineering	0		0
100-00-57793-000-0	ESB Site Admin/Legal/Town	1,830		1,830
<b>TL CAPITAL OUTLAY:</b>		<b>\$1,085,687</b>	<b>\$10,500</b>	<b>\$1,096,187</b>

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**DEBT SERVICE**

**Simple Spreadsheet:**

	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
Bremer Bank: Rds Truck, Roofing	0		0
Bremer Bank: 2017 Engine #3	0		0
NSB: 2 Sleds, Amb, Undeterminc	138,570		138,570
Bremer Bank: 2019 Capital Equipr	96,796		96,796
Bremer Bank: 2020 Dock/Big Arn	101,464		101,464
Bremer Bank: 2020 ESB	87,365		87,365

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<b>TL DEBT SERVICE:</b>	<b>\$424,195</b>	<b>\$0</b>	<b>\$424,195</b>
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Code	description	2023 Actual Option #3	2023 Prpsd Amend #1	2023 Amended Budget
<b>OTHER FINANCING USES</b>				
100-00-59100-000-0	Transfer to Other Fund	39,550		39,550
100-00-59100-000-0	Other Misc. Fin Uses (Contin)	0		0
<b>TL OTHER FINANCING USES:</b>		<b>39,550</b>	<b>0</b>	<b>39,550</b>

<b>TOTAL EXPENSES:</b>	<b>\$4,362,445</b>	<b>\$147,203</b>	<b>\$4,509,648</b>
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**Revenues: \$4,362,445      \$147,203      \$4,509,648**

<b>Expenses OVER Revenues:</b>	<b>(\$1)</b>	<b>\$0</b>	<b>(\$1)</b>
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(5) TB, TA, AA, Clerk, Public

**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 SOLAR CBI (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:

- Electrical services by a Master Electrician as requested by the Town, including those specifically described on a work order.
- Electrical work as prescribed by the most current National Electrical Code.

**2. Payment.** In full consideration for the Contractor providing the Town with the services described herein, the Town will pay the Contractor \$65 per hour. Payment will be made within 30 days upon receipt of an itemized invoice. Contractor agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Town will not deduct such taxes from any payments to the Contractor.

All receipts made in connection with these services are subject to review and final approval by the Public Works Director or Facilities Manager prior to payment.

**3. Dates of Service.** The services provided for herein shall be provided between 3/1/2023 and 12/31/2023.

**4. Reimbursement for Expenses.** The Contractor will be reimbursed for materials required for the work done, as supported through adequate receipts and documentation. Unless agreed to in advance in writing by both parties, the contractor shall bear all other costs and expenses under the terms of this Contract, including those related to transportation, equipment, and disposal of debris.

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

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

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

The Contractor shall have Safety Data Sheets (SDS) for all products utilized during this project. Contractor's workers shall be trained in utilizations of SDS and have the SDS available in the event of an emergency.

Contractor shall always keep the site free from accumulation of waste materials, debris or rubbish it generates. Contractor shall remove from the site all tools, surplus materials, debris, or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

Arrangements may be made, in advance, by Contractor for leased waste containers for disposal of construction debris to haul off the Island at Contractor's expense.

**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. The Contractor agrees to perform the Services to the satisfaction of the Town during the term of this agreement.

The Contractor reports to the Town Facilities Manager and/or designee and will cooperate and confer as necessary to ensure satisfactory work progress. The Town may review and inspect the Contractor's activities during the term of this contract.

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

- a) All labor performed by the Contractor and its subcontractors shall be guaranteed for one year from final completion of all services.
- b) 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
- c) 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
- d) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

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

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

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

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

**11. Relationship Between Town of La Pointe and Contractor.** With respect to this contract, the Contractor shall be an independent contractor regarding 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 Administrator written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

- a) Worker's compensation insurance of at least \$500,000 each accident.
- b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.

d) The Town of La Pointe must be listed as additional insured.

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

**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 regarding 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  
    715-747-6913  
    [administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

To the Contractor:        Craig Butke  
    Solar CBI  
    422 3<sup>rd</sup> Street West, Ste. 224, Ashland, WI 54806

715-292-7223  
Craig@solarcbl.com

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

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

The Town of La Pointe (the Town) Board Chair

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

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

Full Legal Name of Contractor (the Contractor)

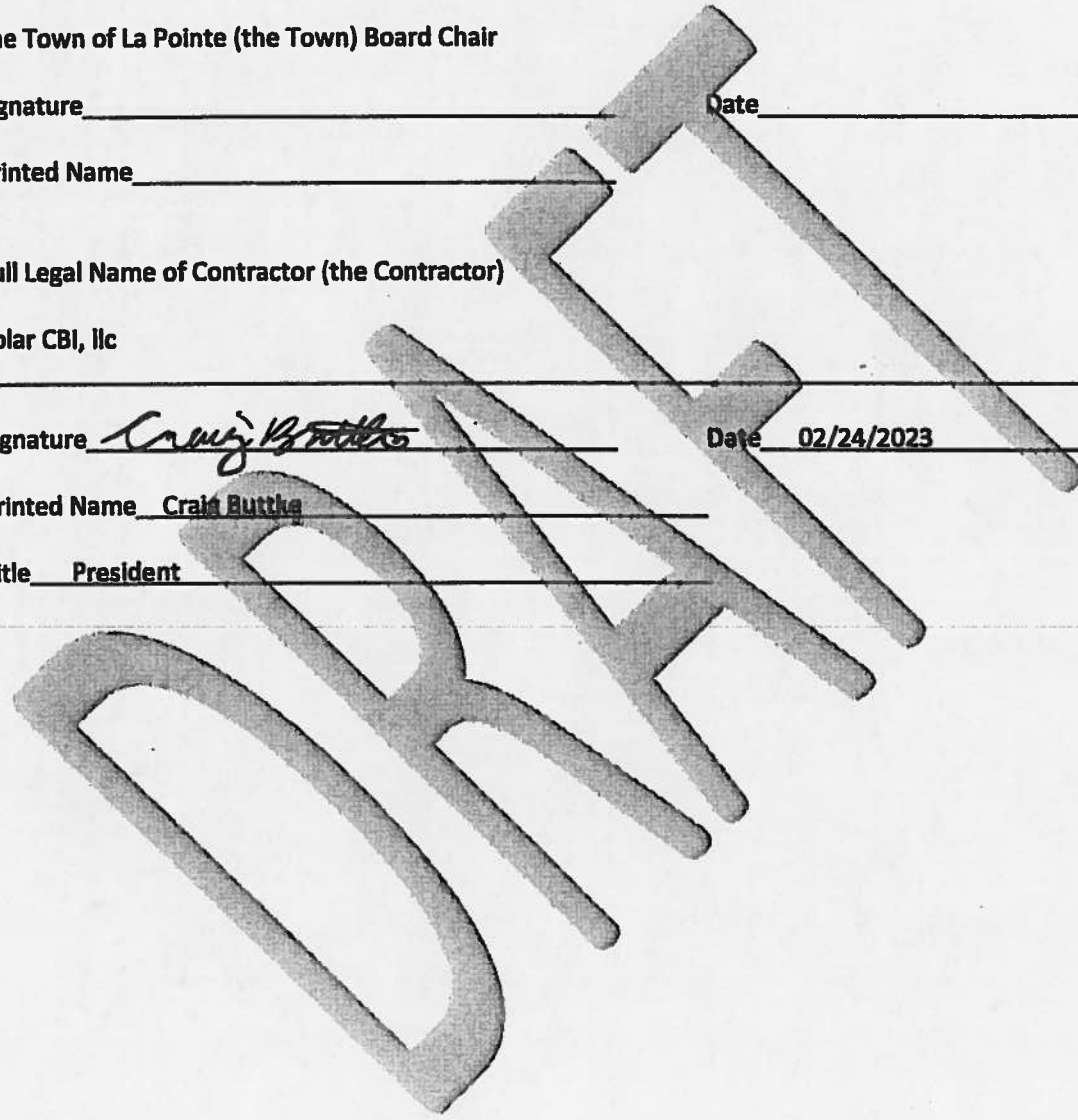
Solar CBI, llc

\_\_\_\_\_

Signature Craig Buttko Date 02/24/2023

Printed Name Craig Buttko

Title President



**January 2023 All Alternative Claims Summary:**

<u>Regular Alternative Claims</u>	<u>\$123,160.59</u>
<u>Harbor Commission</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$4,372.27</u>
<b>Total of All Alternative Claims:</b>	<b>\$127,532.86</b>

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**ALTERNATIVE CLAIMS 2023****January 2023**

<b>Date</b>	<b>Payable to Who</b>	<b>Check #</b>	<b>Amount</b>	<b>Description</b>
1/4/2023	Dept of Employee Trust Funds	EFT#2023-02	17,409.52	February 2023 Health Insurance
1/5/2023	WI Department of Revenue	EFT#01-2023	292.33	Dec 2022 Sales tax calculated
1/6/2023	Pines Bach, LLP	81790	3,000.00	Engagement Deposit
1/12/2023	Payroll Batch ACH direct deposits	2408442311	30,530.24	PR Ending 1/07/2023
1/12/2023	VOID CHECK	81829	0.00	Payroll printer error
1/12/2023	VOID CHECK	81830	0.00	Payroll printer error
1/12/2023	VOID CHECK	81831	0.00	Payroll printer error
1/12/2023	VOID CHECK	81832	0.00	Payroll printer error
1/12/2023	Baxter, Aimeé	81833	369.40	PR Ending 1/07/2023
1/12/2023	Brummer, Charles	81834	94.67	PR Ending 1/07/2023
1/12/2023	Brummer, Paul	81835	94.67	PR Ending 1/07/2023
1/12/2023	Peters, James	81836	46.17	PR Ending 1/07/2023
1/12/2023	EFTPS - Federal Deposit	95355166	9,048.97	PR#1 Federal PR taxes
1/12/2023	WI Dept of Revenue	989-598-112	1,738.44	PR#1 State PR taxes
1/12/2023	Empower/Deferred Comp	1058579057	150.00	P/R#1 Employee contributions
1/26/2023	Payroll Batch ACH direct deposits	3858647637	30,409.55	PR Ending 1/21/2023
1/26/2023	Wiltz, Joseph	81863	973.50	PR Ending 1/21/2023
1/26/2023	EFTPS - Federal Deposit	43926143	8,283.19	PR#2 Federal PR taxes
1/26/2023	WI Dept of Revenue	480-861-600	1,559.45	PR#2 State PR taxes
1/26/2023	Empower/Deferred Comp	1062371367	150.00	P/R#2 Employee contributions
1/26/2023	Wisconsin Retirement System	2023-01	10,503.42	January retirement
1/31/2023	Xcel Energy	C54AE	4,041.43	-1/9/2023 electrics
1/31/2023	Johns, George R.A.	81873	284.70	RE Overpayment Batch #19
1/31/2023	Richardson, Sam D.	81874	3,092.81	RE Overpayment Batch #16
1/31/2023	Schardt, Ron and/or Lynn	81875	6.00	RE Overpayment Batch #15
1/31/2023	Towl, Chad & Jill	81876	1,021.64	RE Overpayment Batch #19
1/31/2023	With, Barbara	81877	60.49	RE Overpayment Batch #18

**JANUARY 2023 TOTAL:****\$123,160.59**



**ALTERNATIVE CLAIMS 2023**

**Harbor Commission**

**January 2023**

<b>Date</b>	<b>Payable to Who</b>	<b>Check #</b>	<b>Amount</b>	<b>Description</b>
	Harbor Commission approved			

<b>TOTAL JANUARY 2023</b>	<b>\$</b>	<b>-</b>
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**\$ -**

# ALTERNATIVE CLAIMS 2023

# MI Library

January 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
1/24/2023	Library Board approved vouchers		4,372.27	
1/26/2023	Amazon	81864	13.97	Music x 2, Video
""	Bayfield Lumber	81865	140.00	Forkliftx2, ARPA Cabinets
""	Cardmember Services	81866	1,574.97	PlayItAgainSports,Elevator per
""	Madeline Island Ferry	81867	713.00	Dec freight, ARPA Shed
""	Madeline Sanitary District	81868	102.00	4th Qtr 2022 Sanitary
""	New York Times	81869	48.00	Sunday Only January 2023
""	Norvado, Inc.	81870	185.57	January phones, fax, DSL
""	Risvistas Subscription Services	81871	1,447.76	2023 Magazine subscriptions
""	Town of La Pointe	81872	147.00	ARPA Shed bldg permit

<b>TOTAL LIBRARY JANUARY 2023</b>	<b>\$ 4,372.27</b>	<b>\$ -</b>
<b>MI Public Library Board approved</b>		

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
THURSDAY FEBRUARY 16, 2023  
5:00 PM AT TOWN HALL  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson (arrived via telephone at 5:18pm), Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

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

**Public Present:** Samantha Dobson

**Called to Order:** 5:00pm

**I. Public Comment A\*:** Sam Dobson commented on the Law Enforcement and Ashland County Claim

**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 January 2023 placed on file by Unanimous Consent.

**III. Public Works**

A. Roads, Dock and Harbor

1. Job Posting for Non-CDL Temp Driver position: Motion to approve the posting as one of the current drivers resigned, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

B. Parks

Motion to move agenda item III. C. 1 to after item IX, S. Brenna/ A. Baxter, 4 Ayes, Motion Carried.

**IV. Committees**

A. Planning and Zoning

1. Service Contract with Lange Enterprises for Fire Numbers: Motion to approve the contract, A. Baxter/ S. Brenna, 4 Ayes, Motion Carried.
2. Certified Survey Map: Town of La Pointe/ E. Erickson. Lots 2, 3, and 4 of

Ashland County Certified Survey Map No. 614. Volume 4 on pages 75-77 as Document No. 327334 and Other Lands Located in the SE ¼ of the NE ¼ all in Section 30, T 50 N, R. 3 W.: Motion to approve, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

**B. Winter Transportation Agreement**

1. 2022-2023 Winter Transportation Cooperative Agreement Between the Town of La Pointe and the Madeline Island Ferry Line: Motion to approve and have the Town Chair sign, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.
2. 2022-2023 Winter Transportation Cooperative Agreement Between the Town of La Pointe and the School District of Bayfield: Motion to approve and have the Town Chair sign, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.
3. Appoint Member to Term Ending 9/9/2025: Motion to appoint Ellen Troeltzsch to the Citizen At Large position, A. Baxter/ S. Brenna, 4 Ayes, Motion Carried.

**C. Energy Committee**

1. Appoint Members to Committee for Terms Ending 8/23/2024: Motion to appoint Scott Hayman and Blah Geurtin to the committee, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

**D. Library Board**

1. Resignation of Member: Motion to accept the resignation of Micaela Montagne from the Library Board effective 1/24/2023, S. Brenna/ A. Baxter, 4 Ayes, Motion Carried.

**V. Town Hall Administration**

**A. Grant Updates: In Town Administrator's Report**  
Glenn Carlson joined the meeting at 5:18pm.

**B. Request for Group Insurance Amendment for Short-Term Disability (The Standard):**  
This will increase coverage for qualifying employees. Motion to approve effective 3/1/2023, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**C. Resolution for Inclusion Under Group Life Insurance (ETF):** Motion to approve, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

**D. Employer Resolution to Pay Entire Premium (ETF):** Motion to approve, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

**VI. Vouchers:** Motion to approve vouchers in the amount of \$1,313,109.56, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

**VII. Minutes**

**A. Regular Town Board Meeting January 24, 2023:** Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**VIII. Emergency Services**

**A. Ambulance**

1. Billing Contract with Cvikota EMS: Motion to postpone, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

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

**III. Public Works**

**C. Airport**

1. Schedule Public Hearing for Petition to Secretary of Transportation for Airport Improvement Aid: Motion to schedule the public hearing for March 14, 2023 at 4:30pm before the Regular Town Board Meeting. M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

**X. Lawsuits & Legal Issues**

- A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation: If attorneys for the Town and County can agree on the facts then the DOR will use that. If not, there will be a hearing on April 14, 2023.
- B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a): Motion to postpone, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

**XI. New Agenda Items for Future Meetings:** M. Kuchta doing freelance work for the Harbor Commission, MRF hours of operation, postponed items.

**XII. Adjourn:** Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 5:31pm.

Submitted by Micaela Montagne, Town Clerk.

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

**AMENDED WRITTEN NOTICE OF CIRCUMSTANCES  
OF CLAIM AND CLAIM PURSUANT TO  
§ 893.80(1d)(a)&(b), WISCONSIN STATUTES**

**TO:**

Ashland County  
c/o County Clerk Heather W. Schutte  
201 Main Street West  
Room 202  
Ashland, WI 54806

**715-682-7000**

**CLAIMANTS:**

Town of La Pointe, as a body politic in its individual capacity. The Town of La Pointe Hall is located at 240 Big Bay Road, P.O. Box 270, La Pointe, WI 54850.

Glenn Carlson, in his individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 482, 2229 Hagen Road, La Pointe, WI 54850.

Michael Childers, in his individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 482, 2229 Hagen Road, La Pointe, WI 54850.

Michael Brenna, in his individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 161, 961 Snow Place Road, La Pointe, WI 54850.

Susan Brenna, in her individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 161, 961 Snow Place Road, La Pointe, WI 54850.

John Carlson, in his individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 693, 1271 Big Bay Road, La Pointe, WI 54850.

Aimee Baxter, in her individual capacity, Town of La Pointe resident and property owner, with an address of P.O. Box 532, 636 Brian's Road, La Pointe, WI 54850.

All claimants also reserve the right to seek to represent all similarly situated individual Town of La Pointe residents and property owners.

**TIME/DATE/LOCATION  
AND CIRCUMSTANCES  
GIVING RISE TO CLAIM:**

A Written Notice of Circumstances of Claim, as required by Wis. Stat. § 893.80(1d)(a), was served on Ashland County (the "County"), c/o County Clerk Heather W. Schutte, on January 11, 2023. As set forth therein, the County has harmed the Claimants, with such harm continuing on an ongoing basis. This is an AMENDED Written Notice of Circumstances of Claim under Wis. Stat. § 893.80(1d)(a), as well as the Itemized Statement of Claim required by Wis. Stat. § 893.80(1d)(b).

On November 15, 2022, the Ashland County Board passed its budget for 2023 at the County seat in Ashland, Wisconsin, which excluded any payments to the Town of La Pointe (the "Town") to purchase law enforcement services from the Town Police Department for the fiscal year of 2023, in lieu of providing direct law enforcement services via the Ashland County Sheriff's Department to the Town of La Pointe. Ashland County and the Town of La Pointe had previously contracted for the County to fund law enforcement services for the Town of La Pointe that the County Sheriff's Department does not provide to the Town, unlike those services it provides within the rest of the County including within comparable County municipalities, ostensibly due to the Town's geographic location on Madeline Island and other islands within Lake Superior.

**RECEIVED**

FEB 24 2023

Initial: ds

As a result, as of January 1, 2023, the Town of La Pointe and its residents and property owners are required to either provide and pay for additional law enforcement protection, or go without critical and indispensable law enforcement services provided by the County to all other areas within the County. The Ashland County Sheriff's Department has indicated, through words and actions, that it does not intend to directly provide law enforcement services to the Town of La Pointe that are comparable to those services it will directly provide elsewhere within the County, including to other municipalities in the County in 2023. Rather, the Sheriff's Department has advised that it will directly provide only extremely limited services comparable to those it directly provided in 2022, while the County was under an agreement to also provide law enforcement services indirectly by purchasing them from the Town.

The Ashland County Sheriff's Department, through its Sheriff, has indicated that it does not have the resources or ability to directly provide adequate law enforcement services to the Town. Wisconsin Statute Section 60.56 authorizes, but does not require, a town to establish a police department. In fact, nothing in Wisconsin Statute Section 60.56 mandates a town to perform any specific law enforcement function, nor does it abdicate the Sheriff's responsibilities as to law enforcement. The Sheriff has several statutory duties to the Town including, but not limited to enforcement of all state laws. See Wis. Stat. Sec. 59.27 (2022-23); 81 Op. Att'y Gen. 24, 24 (1993); *Manitowoc County v. Local 986B*, 168 Wis. 2d 819, 830, 484 N.W.2d 534 (1992); *Andreski v. Industrial Comm'n*, 261 Wis. 234, 240, 52 N.W.2d 135 (1952); 58 Op. Att'y Gen. 72 (1969).

The Sheriff is the chief law enforcement officer of the entire County, not just those areas that are easily accessible or convenient. "Sheriffs and their undersheriffs, and deputies shall keep and preserve the peace in their respective counties and quiet and suppress all affrays, routs, riots, unlawful assemblies and insurrections; for which purpose, and for the service of processes in civil or criminal cases and in the apprehending or securing any person for felony or breach of the peace they and every coroner and constable may call to their aid such persons or power of their county as they consider." Wis. Stat. Sec. 59.28(1) (2021-2022). The Sheriff must provide legally sufficient law enforcement services county-wide, keeping the peace and enforcing state law and county ordinances throughout the county regardless of municipal boundaries. See 75 Op. Att'y Gen. 119, 121 (1986); 61 Op. Att'y Gen. 256, 258 (1972). "Although the Sheriff possesses some discretion as to the manner in which he may carry out his duty to preserve public order, he must respond when called upon to investigate or aid in the apprehension of law breakers and from this duty springs a duty to assist other law enforcement officers in the apprehension and detention of such persons." 50 Op. Att'y Gen. 47, 48 (1961). Even if a Sheriff is experiencing budgetary and/or manpower limitations, they may not abdicate their underlying duty to investigate the full range of criminal activity within the boundaries of a particular town. See 81 Op. Att'y Gen. 24, 24 (1993).

As a direct result of the aforementioned facts and circumstances, the Town of La Pointe and its residents and property owners, including the individual claimants, will be paying taxes for County law enforcement services that they are not receiving, either directly from the County Sheriff's Department or indirectly through contract between the County and Town to fund such services to be provided by the Town Police Department. The resulting situation is that the Town of La Pointe residents and property owners, including the individual claimants, are paying taxes to the County at the same level as others within Ashland County, but not receiving nearly the same level of law enforcement service(s) as those others. This is in direct violation of Article VIII, Section 1 of the Wisconsin Constitution which requires the rule of taxation to be uniform. There is no territorial equality throughout the taxing district. See *Buse v. Smith*, 74 Wis. 2d 550, 247 N.W.2d 141 (1976). Additionally, as a result of the County's failure to directly or indirectly provide these mandated services, the Town of

La Pointe is forced to expend its own resources to ensure that the Town, its residents and property owners, and its visitors have sufficient law enforcement services. While the Town, unlike the Sheriff, has no legal duty to provide law enforcement services, the County's failure to provide regular and reliable law enforcement services within the geographic bounds of the Town compels the Town to provide law enforcement services at its own substantial expense. The Claimants are injured on an ongoing basis. Unless the County reverses this decision and provides adequate and reliable law enforcement services within the geographic bounds of the Town, either directly or indirectly and effective January 1, 2023, commensurate with those services provided within the rest of the County, the Claimants will commence an action to seek relief.

The Claimant Town of La Pointe, as a body politic in its individual capacity, and the individual Claimants, Town residents, and property owners Glenn Carlson, Michael Childers, Michael Brenna, Susan Brenna, John Carlson, and Aimee Baxter, all in their individual capacities and all reserving the right to seek to represent all similarly situated Town residents and property owners, have a claim for damages suffered, due to violations of the United States Constitution, Wisconsin Constitution, all other laws, and general principals of equity.

The County has actual notice of this claim and is intimately aware of the circumstances; however, this Amended Written Notice of Circumstances of Claim, and Claim, is being provided under Wis. Stat. Sec. 893.80(1d)(a) and (b) as a prophylactic measure.

**STATEMENT OF RELIEF  
SOUGHT AND CLAIM:**

The Town's residents and property owners provide just over twenty percent (approximately 20.1%) of the funds that make up the County's property tax revenue. The County has budgeted \$1,809,227 for Sheriff- Law Enforcement for 2023, as set forth in the budget passed by the County. Accordingly, the Town's residents and property owners are paying \$363,654.63 for County law enforcement services in 2023 that they will not receive, whether directly or indirectly. Furthermore, as a result of the County's failure to provide the legally-required adequate and reliable law enforcement services commensurate with what it provides elsewhere within the County, the Town is by necessity required to provide supplementary and additional law enforcement services at its own expense.

Therefore, Claimants seek from the County the amount of \$363,654.63 for 2023, to be paid to the Town to provide law enforcement services within the geographic bounds of the Town, with a like amount determined in the same manner each and every year thereafter. Alternatively, Claimants seek from the County adequate and reliable law enforcement services within the geographic bounds of the Town, commensurate to that provided within the rest of the County, either directly or indirectly through contracting with the Town for such services, as has been done in the past, until the County unilaterally discontinued such contract effective January 1, 2023. Should the County decline the requested relief, Claimants will pursue their claims pursuant to the Declaratory Judgment Act, common law certiorari, or other causes of action, without restriction.

(signatures on following page)