

MEMO

To: Town Board

From: Michael Kuchta

Re: Town Administrator's Report

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

1. Accomplished/Completed

- **Hagen Road.** Sent a revised RFP to potential vendors alerting them of DOT's willingness to extend department's deadline to Feb. 1, 2024.
- **Media.** Wrote and reviewed Town articles for Gazette; spoke with Ashland Daily Press about ferry line; wrote article for Bottom Line News and Views about Ashland County issues; wrote and sent news release after filing of claim against Ashland County.
- **Rental ordinance.** Worked with Town Attorney, Ed Schaffer, and members of the Town Plan Commission to finalize the draft ordinance and summary that goes to public hearing on March 15. Fielded questions, opinions from residents.

2. Coming Up

- **Airport public hearing.** March 14, 4:30 p.m. (before regular Town Board meeting). The hearing is to receive comment on including the following projects in the Town's resolution to the state secretary of transportation for airport improvement aid for Major Gilbert Field:
 - Construct/reconstruct/rehabilitate the terminal building and hangar
 - Sealcoat and crackfill airfield pavements
 - Conduct airport master plan/Exhibit A/ALP Update
 - Conduct wildlife site visit
 - Clear and maintain runway approaches

The Town needs to follow this process to free up more than \$1.2 million in state funding for airport work (with a 5% Town match).

- **Rental ordinance public hearing.** March 15, 5 p.m. You have a copy of the draft ordinance in your mailbox.
- **Comprehensive Plan public hearing.** March 29, 5 p.m. The steering committee is asking to postpone this hearing, because a draft of the plan will not be available far enough in advance for adequate public review.

3. Town Board Agenda – Information/Comments

- **Hagen Road.** Proposals were due March 10 from engineering firms for the 2024 repaving of Hagen Road. Proposals need to be evaluated under a qualification-based selection process. The Town needs to set up a "consultant selection committee," with a chair and at least two other voting members. The committee will review proposals, rank firms in order of preference, and submit recommendations to the state Department of Transportation. Ben Schram and I hope to have suggestions about potential members of the selection committee; if we do not have names of willing participants in time, we ask authority to appoint a committee ourselves.
- **Posting for Temporary Driver.** The posting allows Roads to continue building its roster of available drivers.

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MAR 10 2023

Initial: dg

- **Postings for Parks positions.** These are the usual seasonal postings for Parks maintenance and Campground hosts.
- **Dog park.** A group of residents is developing a dog park proposal. Their first choice is the area beyond the outfield fence on rec center grounds. A dog park would require a conditional use permit, fencing, and other steps. Before planning goes further, the Town Plan Commission would like a sense from the Town Board if this site is worth pursuing or not.
- **Contract for cemetery mowing.** The rate and terms are the same as in 2022.
- **Town employees as EMTs.** Please see memo labeled Draft 2.
- **Assessor contract.** The contract achieves two purposes:
 - It authorizes an island-wide revaluation in 2024 to comply with state law; as the worksheet highlights, the Department of Revenue estimates that assessed values in La Pointe are only 87.33 percent of market value, which exceeds the legally allowable variance of 10 percent.
 - It renews the agreement with the current assessor for four more years, through 2027; the current contract expires Aug. 31. The proposed rate is \$1,300 more per year than the current rate, which was set in 2018.

***Note:** On Page 2, Paragraph 2, please amend the date of the first payment to Jan. 1, 2024.*

- **Accounting Administrator.** This is an updated job description and posting to begin hiring a replacement for Barb Nelson when she retires in August.
- **Life insurance.** This is a replacement resolution to the version of ET-1301 that you approved on Feb. 16. As some of you suspected, that resolution (which this one rescinds) would have committed the Town to pay premiums for any supplemental, additional, or family insurance that employees requested. This replacement version specifies that the Town pays premiums only for a Basic life insurance policy for eligible employees.
- **Ambulance billing contract.** A contract with Cvikota Medical Billing Services would replace our existing billing arrangement with Andres Medical. The goal is to increase revenue and the rate of payments from patients. Cvikota (pronounced Sih-kota) has an established relationship with Memorial Medical Center, which should improve our ability to obtain insurance and other information. Cvikota will also refer collections to the State Debt Collection Initiative on our behalf. The document in your packet is the Order Form and Statement of Work; we are hoping the Town Attorney can review these documents and other agreements in time for the March 14 meeting (including the Revenue Cycle Management Agreement, the Business Associate Agreement, and the Master Services Agreement). If that review is not completed, please postpone action. The current billing company requires 60 days' notification of termination.

4. Follow Up on Previous/Ongoing Projects

- **Affordable Housing Advisory Committee.** The committee intends to review the first draft of the housing needs assessment from Maxfield Research at its March 14 meeting. See the separate memo for an overview of the draft report.
- **Comprehensive Plan.** Continue to work with committee members and student researchers from Northland on initial drafts of topics that will be included in the draft of the Plan. The committee is asking TPC to postpone the public hearing because a draft of the plan will not be available far enough in advance of March 29 for adequate public review.
- **Insurance.** Continue to work with The Standard and ETF to complete the transition of life insurance and upgrade of short-term disability.

5. Grant Report

- **Congressionally Directed Spending.** Filed a request before the March 6 deadline seeking an appropriation of \$2.5 million in fiscal year 2024 for the potential BBTP accessibility project.

6. Lawsuits/Legal Issues

- **Financial and Constitutional Claim against Ashland County.** Our claim for \$363,654.63 was filed with the County on March 8. The County Board met later in the day but, after originally planning to place the claim on their agenda and reject it, pulled it off their agenda.
- **DOR Petition against Ashland County.** County and Town attorneys continue to discuss what level of agreement they can reach on facts. That stipulation would narrow the scope of the hearing the Department of Revenue has scheduled for April 14.

7. Other Information

- **Public bathrooms.** Received a call from Clayton and Claire Douglas, upset that the Town has no public bathrooms available in the winter, and upset that the Town spent a lot of money renovating the Rec Center but did not winterize it so bathrooms can remain open year-round.
- **Wisconsin Towns Association.** Upcoming events: Capitol Day, March 30, 8 a.m.-2 p.m. (event is free, lodging reservation must be made by March 14 to get group rate); 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 in-person sessions – especially for newly elected officers – are May 8 in Cable or May 9 in Minocqua; virtual webinars are May 22-25).

February 2023 Public Works Report

Roads/Slush/Ice/Snow

- Early in the month, the Town crew continued to work with Windsleds Inc. crew preparing the windsled and ice road approaches with flood pumps. The Town crew put up the tree line on Monday, Feb. 6th.
- The Roads crew plowed and pushed a lot of slush with the warmer temps on and around 2/8. The roads and ditches were messy once again.
- 2/14-2/16 saw an even worse peak in temperature, and after a day and a half of rain, the crew spent two days clearing ditches, unclogging slush and snow bound culverts, and steaming frozen culverts as needed. Sections of the island road network that are common problem areas became hazardous frozen slush. The crew continued to combat these areas with salt sand and scraping.
- 2/22-2/23 brought some decent snowfall, and then high winds which blew apart the ice in the channel. The crew moved some of the tree line so as not to confuse any travelers, especially in the dark with a patch of open water. Posted on the Bayfield side, the "ice unsafe" sign means just that.
- 2/27-2/28 brought even more significant snowfall, but it was light and fluffy. We will be pushing, winging, or snow blowing it back as much as time allows until temps continue to rise for the spring season.
- I am glad we budgeted extra funds in 2023 for fuel use. The constant fluctuation in temperature this entire winter season has left us no choice but to clear the roads, parking lots, airport, and ditches more than usual, which requires considerable equipment drive time. However, with the ferry boats operating we don't have to think about shuttling fuel in a truck bed fuel cell over the ice road.

Parks

- The busy season is only two months away, and I will be posting all of the seasonal Parks jobs at the March 14th Town Board meeting. There will be five job openings. Each position is a great opportunity to enjoy the Parks system on the island while working in the outdoors and making money.

MRF

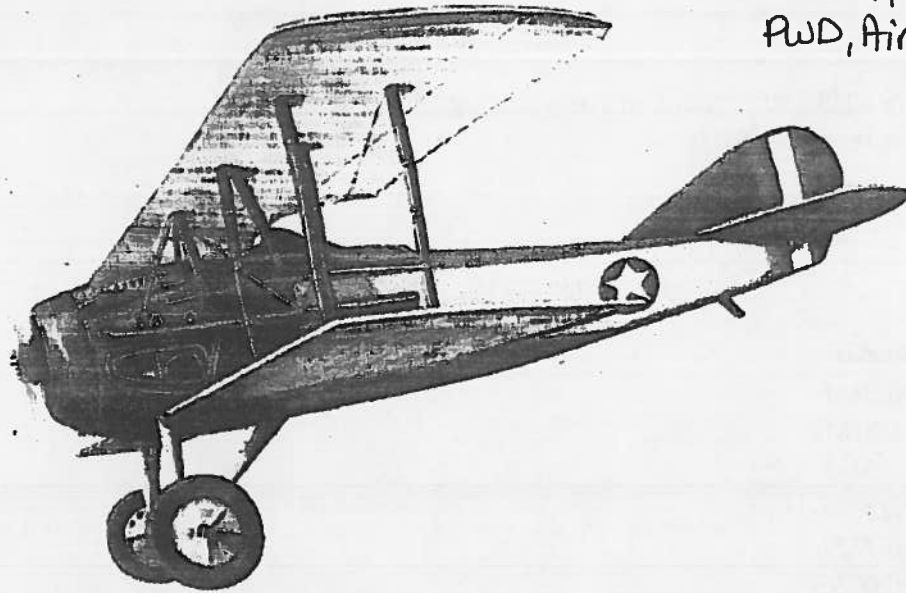
- The MRF is looking for an experienced over the road driver to take on the responsibilities of hauling trash and marketable recyclables off the island. You can view the job posting on the Town's website.

Respectfully Submitted,
Ben Schram, Public Works Director

RECEIVED
MAR 6 2023

Initial: dg

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 03/03/23

Re: Monthly report for February 2023

During the month of February our airport was issue free !

Attached are logs / checklists

Thanks !

Paul

Cover + 3

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MAR 3 2023

Initial: dg

February 2023 Traffic count and revenue log / checklist
Drop box receipts \$ 0.00

The following filed flight plans :

02/08 N68GF
02/11 N192AF
02/13 N451MK
02/18 N192AF
02/18 N229TA
02/18 N6772W
02/26 N9002E

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

2/23	PILOTS	CREW	1	P	DIT	
2/4/23	R. Williams	N1463D	1	P	KSNW	
2/8/23	D. DOCKERS	363DS	2	P	KREK	
2/11/23	Jon Stevens	7970P	1	P	KtoB	
2/12/23	ROBYNN TRZYNEK	N771CT	2	P	Y77	
2/18/23	Steve Remes	N229TA	3	P	FBL	

2/23 Sign in pilot shack
(1)

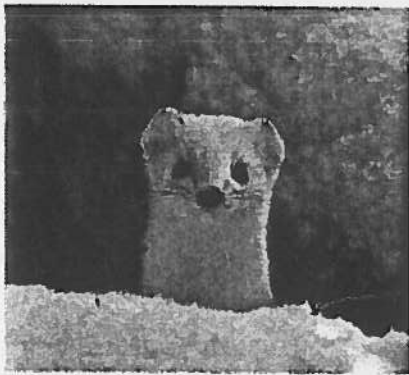
Available Reports		Run	14 total records						
Filter Name	Filter Value		Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	O
Civil Airport Coordination Report			67293053	02/031	IGRB 02/031 4R5 RWY 04 FICON 1/1/1 100 PCT ICE OBS AT 2302021542...	4R5	Paul	airport@to...	
Civil Airport NOTAM Report			67295238	02/034	IGRB 02/034 4R5 RWY 04/22 WIP SN REMOVAL 2302021822-2302022320	4R5	Paul	airport@to...	
xMetricsActiveNOTAMs			67316249	02/068	IGRB 02/068 4R5 RWY 22 FICON 1/1/1 75 PCT ICE OBS AT 2302041415 ...	4R5	Paul	airport@to...	
xMetricsEvents			67316458	02/069	IGRB 02/069 4R5 SVC PCL RWY 04/22 REDL U/S 2302041504-2302281504	4R5	Paul	airport@to...	
xMetricsNOTAMsbyWk			67348255	02/138	IGRB 02/138 4R5 RWY 22 FICON 3/3/3 100 PCT 2IN DRY SN OBS AT 230...	4R5	Paul	airport@to...	
			67316458	02/069	IGRB 02/069 4R5 SVC PCL RWY 04/22 REDL U/S 2302041504-2302281504	4R5	Paul	airport@to...	
			67365978	02/170	IGRB 02/170 4R5 RWY 22 PAPI U/S 2302090032-2302280031	4R5	Paul	airport@to...	
			67511088	02/434	IGRB 02/434 4R5 RWY 22 FICON 3/3/3 100 PCT 4IN DRY SN OBS AT 230...	4R5	Paul	airport@to...	
			67511088	02/434	IGRB 02/434 4R5 RWY 22 FICON 3/3/3 100 PCT 4IN DRY SN OBS AT 230...	4R5	Paul	airport@to...	
			67588648	02/582	IGRB 02/582 4R5 RWY 22 FICON 3/3/3 100 PCT COMPACTED SN OBS AT...	4R5	Paul	airport@to...	
			67588648	02/582	IGRB 02/582 4R5 RWY 22 FICON 3/3/3 100 PCT COMPACTED SN OBS AT...	4R5	Paul	airport@to...	
			67579887	02/621	IGRB 02/621 4R5 RWY 22 FICON 3/3/3 100 PCT 1IN DRY SN OBS AT 230...	4R5	Paul	airport@to...	
			67623830	02/743	IGRB 02/743 4R5 RWY 22 FICON 3/3/3 100 PCT 6IN DRY SN OBS AT 230...	4R5	Paul	airport@to...	
			67623846	02/744	IGRB 02/744 4R5 RWY 22 PAPI U/S 2302281442-2303311441	4R5	Paul	airport@to...	

2/23 NOTAM

Letters from MRFY

March Madness

I came into work one morning and there were some strange tracks in the snow in our drive-through. Normally, it's a safe bet that the raccoons and deer will make foray into the outdoor recycling area during some evening hour, something akin to late-night college hijinks but with the island beasties. The snow was pushed up and errant beer cans were strewn about on the ground, leading me to believe that members of some local animal fraternity were having a bit of fun. I cleaned up the mess and proceeded with my morning, coffee in hand doing my usual routine; however, something left me a little uneasy...like...I was being watched. The wind died down. The crows stopped gawking and it was quiet...too quiet. In the summertime, when I'm walking through the woods, I can sometimes catch a glimpse of something out of the corner of my eye but, when I turn my head, it magically disappears. This was the same. Like, at any given



moment a rabid wolverine would leap out of a barrel of aluminum and that would be all she wrote for this ole boyo. I sat, coffee in hand and, after a moment or two, the stalker finally revealed itself.

Mustela erminea - stoat, ermine, short-tailed weasel - a quick-eyed piece of lightning; a savvy hunter with a mouth full of mouse. These were the two contestants in the great battle that ensued outside. It also answered the question as to why the mouse population has been in decline here at the MRF. Ernie the Ermine (as I have named him) peeled out of the corner and took off behind the electrical panel, its last tiny little tail flipping away into the darkness. But even then, there were signs of hope; his back half was speckled with brown, which means one thing; spring is coming.

The MRF is on the cusp of busy. These warm, sunny days cause the roofs to melt with little rivulets of winterwater flowing to the lake. I'm getting excited about the return of green grass and smiling faces. The process continues of planning a straw-bale garden behind our warehouse, to demonstrate a small-scale compost slurry program. Tomatoes, mostly, and maybe some snap peas. Soon, the autos will be demolished and packed off to the scrap yard, opening more space and more opportunity. Office work continues, with the DNR self-certification completed for another year, and seeing if the new pulp mill in Duluth wants our paper and cardboard. I'll be buying paint for the new MRF History display and have received a couple of nice pictures to start our journey through time (thank you, Jimmy Erickson!). Material prices are LOW LOW LOW so there may be a need to warehouse more bales until they can recover. All in all, the status quo of March Madness is intact. We are pressing onward with hiring a new transportation specialist in the next month. And then it's off to the races.

Have a MRFtastic Day!

Martin A. Curry
Recycling Supervisor

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MAR 6 2023

Initial dg

Accounting Administrator Report
March 2023
Page 1 of 1

03/06/2023

FINANCIALS:

1. Billings:

- a. Madeline Island Ferry Line has paid their 2023 Dock lease and 2022 electrical use.
- b. Most all airport hangar and industrial lot leases have been paid and reminder statements have been sent out using the new billing module.
- c. We have been sending out monthly bills for charges that have been done at the MRF.
- d. Ashland County also has paid the 1st Qtr. 2023 zoning \$750 budget contribution without being billed at the end of the qtr.

2. Accounting Software:

- a. Workhorse updating and switchover continues with conversation to take place between Baker Tilly, Workhorse support and myself, to make sure that processes are being completed as to how the system needs, as well as providing the information that the Town needs.
- b. I've been working on setting up the town's budget file to mimic the Workhorse accounts and account numbers, in the hopes of being able to upload figures back and forth, which would enable having the current budget in Workhorse for the dept. heads to utilize.
- c. Changing from cash to accrual accounting continues to be an interesting endeavor.
 - a. Expenses paid in the current year but were for goods and/or services received/took place the previous year, are to be reported in the previous year which is very different than operating on a cash basis. A budget amendment for 2022 may need to take place once the shifting has been done.

3. Audit:

- a. Year Ending 12/31/2022: The auditors have sent their many page requests for documents, reports, activity questionnaires, in preparation for being at the Town Hall May 1st – May 5th.

4. Draft 2022 Financial Report: This will be done for the 3/28/2023 Town Board meeting and is a summary of the previous year, given to the Electors at the Annual Meeting. This is also used in the audit. It is a summary of the previous year for:

- a. Revenues & Expenditures Budget: Original Budget, Budget Amendments and Actual, as well as the 2023 Budget.
- b. Banking Balances and transactions: Funds in and out of each of the bank accounts.
- c. Designated Funds: Designated Funds by departments.
- d. Indebtedness: Status of the Town's borrowing and loan balances.

Respectfully submitted,

Barb Nelson

Accounting Administrator/Deputy Clerk

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MAR 7 2023

Initial: dg



LA POINTE POLICE DEPARTMENT

MADELINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

(5) TB, TA, AA, Clerk, Police, Public
PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: Town Board

From: William Defoe

Date: 3/7/2023

Re: Monthly Police Report for March

During the month of February 2023, the La Pointe Police issued the following:

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

Welcome to March, maybe the snow will finally stop falling and the temps warm up, I think we are all ready for it. Calls for service were down again in February, as cabin owners and tourists start to appear in March every year, we are expecting an increase in calls for March. I really miss the windsled this season.

Training in February was good as we had several good presentations as well as legal updates. Training continues in March as two officers are heading to training this month.

I must mention parking again, we have had complaints from the plow drivers of people leaving vehicles parked on the streets overnight in the "no parking 2:30AM-5:30AM" areas. We have started to cite vehicles in the downtown areas of Main Street, Le Seur Street and Bell Street. The plow drivers are not able to adequately move the snow when your car is there.

There are also a few cars with several parking tickets on them in Lot W, we will begin towing these vehicles soon, which will have a storage fee attached to them. I suggest taking care of your tickets and moving your vehicles soon.

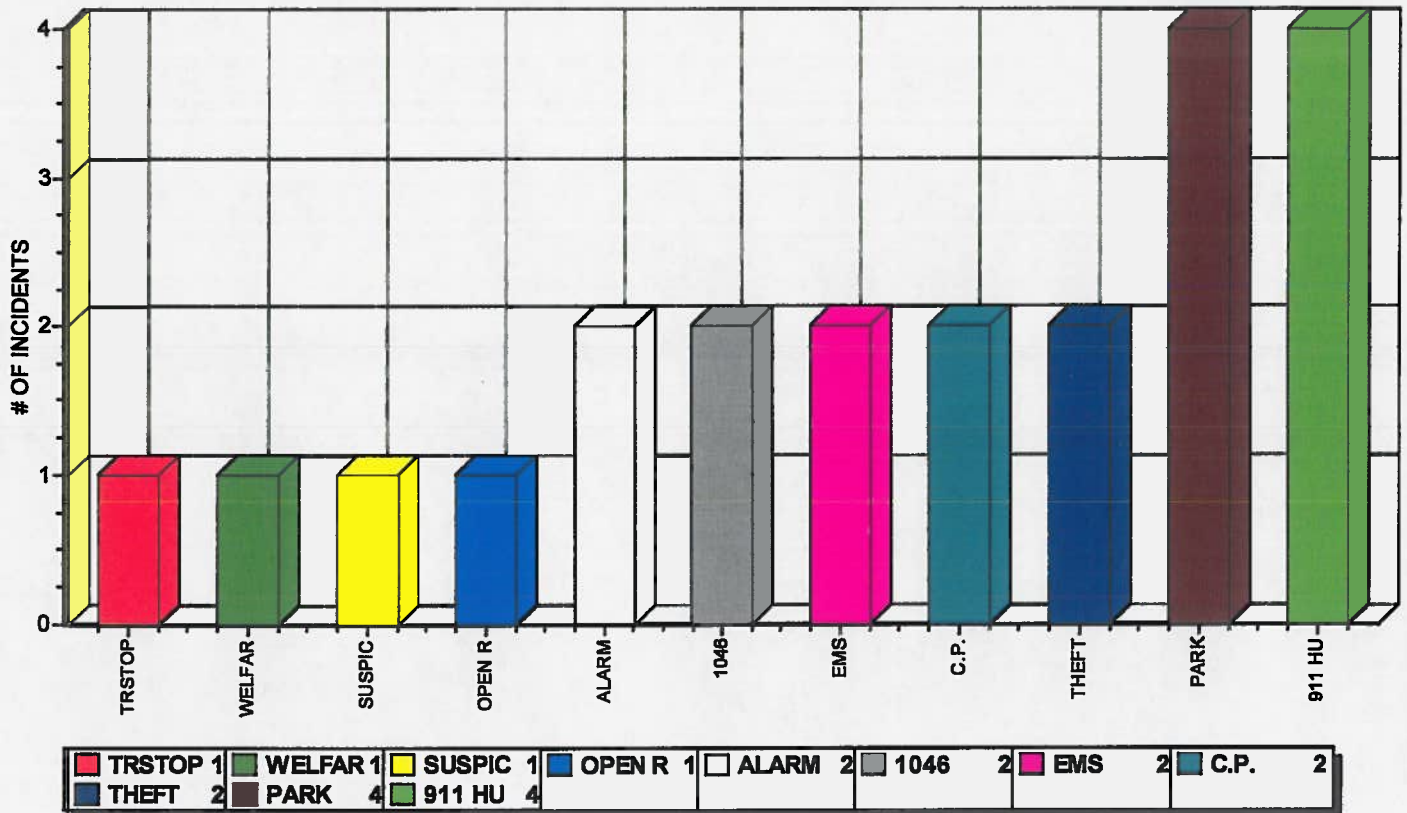
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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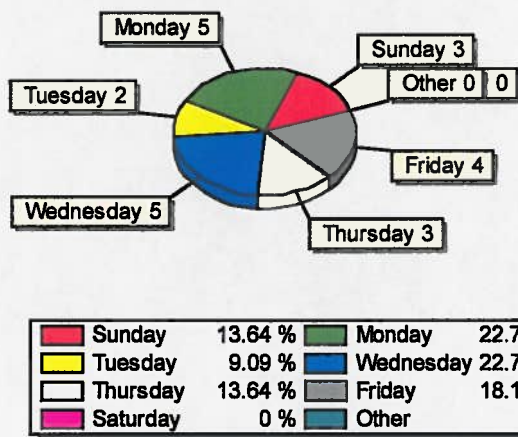
MAR 7 2023

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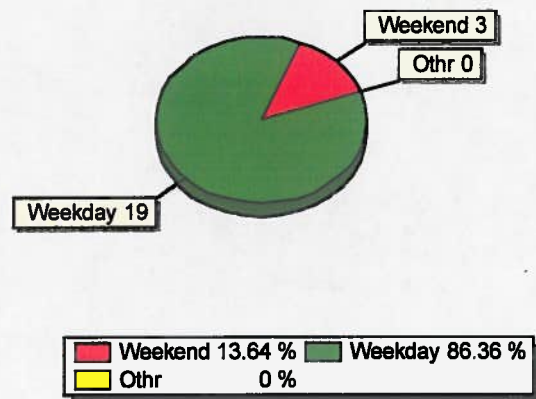
Incident Frequency by TYPE (Top 11 of 11 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-23-00001')
 (LOGNUM <= 'A4-23-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('2/1/2023','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('2/28/2023','MM/DD/YYYY'))

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

Fire Department
March 2023

I'm back from my excused absence in time to wish Captain Eldred a happy retirement. As with his retirement from the museum, he also has to say bon voyage to the fire department. We are hoping to get him to rejoin some day but, until then, we will be filling some big boots for the time being. He left us in great shape as far as his role as acquisitions officer. I'll never witness the ordering process for rebuilding an entire fire department again, but Captain Eldred did this without much complaint. 4 years out from the fire hall tragedy and we still stumble over items we lost and need to replace but that has slowed way down.

Jamie Murry at town hall will be helping a lot with the spreadsheets Red created to track our calls, runs, special tasks. That had its moments but it's a great tool for tracking our points for pay and our retirement plans. This has definitely saved a ton of paperwork that was generated for years. I will be working with Jaime on the process to get the needed run reports and such to her to keep the spreadsheet current.

Training officer Tyler Andreas has been keeping the troops occupied with very creative monthly training that he definitely puts some time and thought into. He's created almost games out of challenging the members to get acquainted with every apparatus and what's stored in them. This type of training/knowledge is priceless when on the many varieties of calls we are asked to respond to.

Assistant Chief Wiltz has a few hats with emergency services: he is our liaison with the EMTs as well as heading up ice rescue training and windsled activities involving rescue. He is a certified trainer of new members in ice rescue, whereas we used to have to hire trainers to get certified into ice rescue. He has certified two new members this winter, Kye Castillo and Nick Montanto hopefully I didn't butcher their names too bad. If you run into these guys, thank them for their commitment -- as ice rescue training is rewarded but the actual calls are generally very hard.

Next report, I'll give an exact update where we are at with the building process of the new pumper. Until then, be safe and enjoy the big snow melt.

Chief Reichkitzer

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MAR 10 2023

Initial: dg

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

Madeline Island Ambulance Service Report

February 28, 2023

We had three runs in February. One was a transport with intercept and the other two non-transport. With the ferries still running, we are still calling Arnie at night to use the windsled if possible instead of waiting for a boat to come across.

Quite a few of us have finished our refreshers. The e-licensing portal is not open to complete our applications for our new licenses, but it should be soon. It was a good training session, with forty hours of class and quizzes. We have until the end of June this year to complete our re-licensure. It would be nice if everyone finished this month before our busy season begins.

We also received the new Bayfield-Ashland council EMS Protocol updates. Everyone has been given a new set of the protocols and there has been some basic training by BAC council members that we were required to view. They are very well done and there quite a few changes and updates of significance.

The new billing company has sent us a series of contracts and documents. Barb, Michael and I have gone over them and have quite a lot of questions. We hope to schedule a meeting this Friday to go over them with Curt from Cvikota.

I did my expense report for the first draw on the American Rescue Plan Flex Grant. It is due at the end of March. I will continue to update it as we get a better idea on the date of the shipment of our new ECG equipment.

I am still working on clean-up time for our rigs and our storage closet. I am going through my spreadsheets and inventory to discard any expired items and just doing general cleaning, organizing and labeling needed.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

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MAR 6 2023

Initial: dg

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



TOWN OF LA POINTE MADELINE ISLAND

240 Big Bay Road
PO Box 270
LA POINTE, WI 54850
715-747-6913

Bid Notice for Dust Abatement

The Town of La Pointe, Wisconsin, is requesting bids for dust abatement on gravel roads in the Town in 2023. Bidder shall supply:

- Pricing to treat 14 miles of gravel road (typical width: 18 feet) with magnesium chloride flakes
- Description of product and quantity proposed
- Details of what is included in pricing
- If pricing does not include ferry fees, an estimate of how many trips are required to deliver product on ferry
- Application (including whether by vendor crew or Town crew)

Please mail or deliver bids in an envelope marked "Dust Abatement" to: Micaela Montagne, Town Clerk, 240 Big Bay Road, La Pointe, WI 54850. Bids must be received by 4:00 p.m. on Monday March 27, 2023, and will be opened at 5:30 p.m. on Tuesday, March 28, 2023 at the La Pointe Town Hall.

For more information, please call 715-747-6855.

The Town of La Pointe reserves the right to refuse any or all bids.

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MAR 10 2023

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TOWN OF LA POINTE POSITION OPENING

Temporary Road Crew Heavy Equipment Operator

\$20 per hour

Must have:

- Valid Driver's License
- Clean driving record
- Commercial Driver's License Class ABCD

Skills and Knowledge needed:

- Vehicle/equipment operation experience
- Small engine, gas engine, and diesel engine maintenance and operation
- Welding, various road construction and maintenance methods and techniques

Please submit application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Position Opened Until Filled

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

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

The Town of LaPointe is an Equal Opportunity Employer

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MAR 10 2023

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(5) TIB, TA, AA, Clerk, PWD, Public

TOWN OF LA POINTE POSITION OPENING

Parks I

Wage \$19.25/hour

**Start Date May 15, 2023 to End Date September 22, 2023
Full Time Temporary Employee**

**Must possess a valid Driver's License.
Must be able to perform heavy physical tasks
under varying working conditions.**

**Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850**

Posted until filled

**Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov
Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.**

Questions? Call Foreman (715) 747-6855. foreman@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

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MAR 10 2023

Initial: dg

TOWN OF LA POINTE POSITION OPENING

Parks 2

Wage \$17.00/hour

**Start Date May 17, 2023 to End Date September 22, 2023
Full Time Temporary Employee**

**Must possess a valid Driver's License.
Must be able to perform heavy physical tasks
under varying working conditions.**

**Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850**

Position open until filled

**Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov
Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.**

Questions? Call Foreman (715) 747-6855. foreman@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

TOWN OF LA POINTE POSITION OPENING

Campground Host 1

Wage \$17.25/hour

Start Date May 19, 2023 to End Date October 9, 2023

Full Time Temporary Employee

**Provide Excellent Customer Service to Campers at Big Bay Town Park
Monitor Campground Facilities**

**Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850**

Position open until filled

**Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov Or call/email the Town Hall at (715) 747-
6913/clerk@townoflapointewi.gov.**

Questions? Call Foreman (715) 747-6855. foreman@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

TOWN OF LA POINTE POSITION OPENING

Campground Host 2

Wage \$17.25/hour

Start Date May 22, 2023 to End Date September 7, 2023

Full Time Temporary Employee

**Provide Excellent Customer Service to Campers at Big Bay Town Park
Monitor Campground Facilities**

**Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850**

Position open until filled

**Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov
Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.**

Questions? Call Foreman (715) 747-6855. foreman@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

TOWN OF LA POINTE POSITION OPENING

Campground Assistant

Wage \$14.25/hour

Start Date May 19, 2023 to End Date October 9, 2023

Full Time Temporary Employee

Must possess a valid Driver's License

Must be able to perform physical tasks under varying working conditions

Monitor and maintain Big Bay Town Park campground facilities

Please Submit Application to

Town Clerk

PO Box 270

La Pointe, WI 54850

Position open until filled

Applications available at the Town Hall and on the Town's Website

www.townoflapointewi.gov

Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.

Questions? Call Foreman (715) 747-6855. foreman@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

(5) TB, TA, AA, Clerk,
PWD, Sexton, 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 Kathleen Erickson (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:

- Cutting and trimming grass; cleaning up debris

Such services will be provided at the Greenwood Cemetery on Middle Road, La Pointe, WI

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$4,400.00 for calendar year 2023. Contractor will submit an invoice at the end of the season.

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

4. **Reimbursement for Expenses.** Unless agreed to in writing by both parties, the Contractor shall bear all costs and expenses under the terms of this Contract, including the payment of ferry fees and disposal fees. In order to receive reimbursement for actual, reasonable out-of-pocket expenses incurred in connection with performing this contract, the Contractor shall provide receipt(s) supporting the requested reimbursement.

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

6. **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

RECEIVED

MAR 7 2023

Initial: ab

- 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.

7. 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.

8. 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.

9. 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) Holds or has applied for a federal employer identification number with the federal internal revenue service or has filed business or self-employment income tax returns with the federal IRS in the previous year.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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: Kathleen Erickson
 PO Box 400
 La Pointe, WI 54850
 isg@cheqnet.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: Kathleen Erickson

Printed Name: Kathleen Erickson

Title: Contractor

2023 Town Board Budget Condensed Summary Report

TB Approved 12/14/2022

TB Approved 12/14/2022

REVENUES:

	Approved 2023 budget	2023 Approved Amend #1	2023 Amended Budget	2023 Actual Cash Acct	2023 Budget Remaing	2022 Actual Cash Acct
All Taxes:	\$ 2,076,034	\$ -	\$ 2,076,034	\$ 419,086	\$ 1,656,949	\$ 320,451
Intergovernl Revenues:	\$ 238,238	\$ -	\$ 238,238	\$ 39,796	\$ 198,442	\$ 31,454
Licenses & Permits:	\$ 48,067	\$ -	\$ 48,067	\$ 1,283	\$ 46,784	\$ 600
Fines/Forfeitures:	\$ 2,600	\$ -	\$ 2,600	\$ 460	\$ 2,140	\$ 585
Public Services Chrgs:	\$ 464,602	\$ -	\$ 464,602	\$ 34,723	\$ 429,879	\$ 78,750
Intergovernl Chrgs:	\$ 37,000	\$ -	\$ 37,000	\$ -	\$ 37,000	\$ 750
Misc. Revenue:	\$ 109,660	\$ -	\$ 109,660	\$ 5,522	\$ 104,138	\$ 94
Other Fin. Sources:	\$ 1,386,244	\$ 147,203	\$ 1,533,447	\$ -	\$ 1,533,447	\$ -
TOTAL REVENUES:	\$ 4,362,445	\$ 147,203	\$ 4,509,648	\$ 500,869	\$ 4,008,779	\$ 432,684

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EXPENDITURES

	Approved 2023 budget	2023 Amended Budget	2023 Amended Budget	2023 Actual Cash Acct	2023 Budget Remaing	2022 Actual Cash Acct
General Government	\$ 738,175	\$ 20,000	\$ 758,175	\$ 57,251	\$ 700,924	\$ 55,748
Public Safety:	\$ 703,702	\$ 116,703	\$ 820,405	\$ 70,605	\$ 749,800	\$ 54,724
Public Works:	\$ 851,014	\$ -	\$ 851,014	\$ 53,657	\$ 797,357	\$ 56,789
Health & Human Services:	\$ 44,199	\$ -	\$ 44,199	\$ 1,219	\$ 42,980	\$ 700
Culture, Parks & Rec:	\$ 432,295	\$ -	\$ 432,295	\$ 18,863	\$ 413,432	\$ 20,588
Conservation & Devel:	\$ 43,628	\$ -	\$ 43,628	\$ 2,503	\$ 41,125	\$ 18,941
Capital Outlay:	\$ 1,085,687	\$ 10,500	\$ 1,096,187	\$ 44,756	\$ 1,051,431	\$ 52,116
Debt Service:	\$ 424,195	\$ -	\$ 424,195	\$ 11,548	\$ 412,648	\$ 11,548
Other Financing Needs:	\$ 39,550	\$ -	\$ 39,550	\$ -	\$ 39,550	\$ -
TOTAL EXPENDITURES:	\$ 4,362,445	\$ 147,203	\$ 4,509,648	\$ 260,402	\$ 4,249,246	\$ 271,154

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2023 Actuals & Comparisons to 2022 Actuals

Year to Date	January 2023 to January 2022	2023	2022	Change 2023 from 2022	UP
REVENUES:		\$500,869	\$432,684		\$68,185
(excludes Other Financials Sources - borrowing, transferred designated funds)					
All Tax collections (timing)		\$419,086	\$320,451	\$98,635	
Collection % of Town's tax levy		20.1%	16.9%		
Transportation aids, state funding, Grants		\$39,796	\$31,454	\$8,342	payment timing
BBTP Campground, shelters, NMV		\$26,939	\$26,773	\$166	
Airport, Docks & Harbor Fees, revenues		\$653	\$46,409	(\$46,756)	billing/deposit timing
Zoning Permits, Parking tickets, licenses, Ambulance		\$4,227	\$2,197	\$2,030	
MRF Fees, sales		\$4,752	\$4,344	\$408	
Misc Revenue		\$518	\$212	\$306	
County & Intermunicipal re-imbursements		\$0	\$750	(\$750)	billing/deposit timing
Misc leases, property sales, interest, contributions		\$4,898	\$94	\$4,804	

	2023	2022	Change	UP
EXPENDITURES:	\$248,854	\$259,606		(\$10,752)
(excludes Debt Service (borrowing) & Other Financing Uses)				
General Government	\$57,251	\$55,748	\$1,503	un-favorable
UP Legal fees, personnel & related				
DOWN Auditor, insurances (recode timing)				
Law Enforcement	\$32,786	\$24,284	\$8,502	un-favorable
UP Personnel and related				
DOWN Legal, bldg				
Fire Dept.	\$19,177	\$16,074	\$3,103	un-favorable
UP: Length of Service, truck maintenance				
DOWN Bldg expenses				
Ambulance Service	\$18,642	\$14,366	\$4,276	un-favorable
UP Compensation, equipment, supplies, billing				
DOWN Work Comp - timing/accruals				
Roads	\$38,399	\$39,375	(\$976)	favorable
UP Fuels, parts				
DOWN Labor (shifted to other depts), timing				
Airport	\$5,357	\$4,844	\$513	un-favorable
UP Town labor, TV145 maintainance				
DOWN SRE costs				
DOCK/HARBOR	\$3,398	\$1,227	\$2,171	un-favorable
UP Town labor, eletric, repairs				
DOWN				
MRF	\$6,503	\$11,343	(\$4,840)	favorable
UP Town road crew,gen insurance				
DOWN Personnel & insurance, hauling costs				
Library	\$14,356	\$15,600	(\$1,244)	favorable
MI Public Library Board handles				
Parks	\$3,913	\$4,535	(\$622)	favorable
UP Utilities, general insurance				
DOWN Unemployment (COVID relief timing), utilities				
ZONING & PLANNING/ad hoc COMMITTEES	\$2,503	\$18,941	(\$16,438)	favorable
UP Zoning: general office expenses				
DOWN Ad hoc committees: Switched end of 2022 to designated funds reduction of \$16,500				
DOWN Zoning: _____				
Capital Outlays	\$44,756	\$52,116	(\$7,360)	favorable
DOWN Purchases				
2023 Gravel Installment	\$31,500	\$31,500		
2023 Town Hall accounting software	\$6,500			
2023 Fire Dept Grandview Radios Grant	\$3,994			
2023 Amb Dept Grandview Radios Grant	\$2,762			
2022 Rec Center Bathrooms remodel	\$0	\$1,717		
2022 Town Dock Shelter	\$0	\$12,923		
2022 Snow Removal Equip bldg	\$0	\$5,976		
Capital Before ESB Project	\$44,756	\$52,116		

2023 Town Board Designated Funds Breakdown

2023
Budgeted
Yr end Bal

	<u>Jan-23</u> -	<u>Dec-22</u> =	<u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24	24	0	24
Town Admin:Cell Tower Funds	500,098	500,098	(1)	500,098
ZONING (Fire # Project)	40,352	40,352	0	40,352
LAW ENFORCEMENT:	68,831	68,831	(0)	26,045
FIRE DEPARTMENT:	80,372	94,142	(13,770)	73,006
		<i>-Turnout gear</i>		
AMBULANCE:	75,601	75,601	0	66,595
ESB RECOVERY FUND (Donations)	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	(0)	0
ESB Insurance Contents	39,320	39,321	(1)	7,362
AIRPORT EXTENSION/EXPANSION:	8,334	8,334	(0)	8,334
MATERIAL RECOVERY FACILITY:	5,000	5,000	0	5,000
PARKS:	46,496	46,496	0	43,176
REC CENTER:	5,494	5,494	(0)	5,494
General Recreation Center, Softball fund				
CEMETERY FUND	11,932	11,932	0	11,932
WINTER TRANSPORTATION FUND:	-3,979	8,045	(12,024)	16,659
		<i>- Startup costs</i>		
ENERGY COMMITTEE FUND:	546	545	1	2,546
COMM PLAN STEERING FUND:	7,676	8,899	(1,223)	3,337
		<i>-contract payment</i>		
AFFORDABLE HOUSING FUND:	24,340	20,340	4,000	14,500
		<i>+Island Assoc grant</i>		
PUBLIC ARTS COMM FUND:	4,101	4,101	0	401
COMMUNITY AWARDS FUND:	261	261	0	268
HARBOR COMMISSON FUND:	36,580	41,276	(4,696)	0
		<i>-expenses</i>		
LIBRARY:	98,854	93,600	5,254	83,134
MI Cof COMMERCE/FIREWORKS:	22,879	21,880	1,000	19,719
		<i>+donation</i>		
TOTAL DESIGNATED FUNDS:	\$1,680,494	\$1,701,955	(21,461)	\$927,982

Donations made by Corporations, Businesses, Foundations

Through 1/31/2023 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:

General:

1/3/2023 County of Bayfield

\$1,500.00

**Windsled Donation
Coded to Misc Reveue**

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator

Re: Discussion -- Policy for Town employees as EMS responders

March 14, 2023

DRAFT

[This memo replaces an earlier draft, which reflected a different approach to this policy. Upon reflection, the ambulance directors decided that the previous proposal was not as effective in achieving their goals.]

The policy outlined below would allow Town employees who are certified EMTs/EMRs to sign up for on-call shifts with the Ambulance Service during the same hours they are working for the Town. The proposal has these potential benefits:

- The practice would allow the Ambulance Service to fill on-call shifts with EMTs who already are guaranteed to be on the island. It makes more EMTs available at any given time.
- Employees would be paid their normal Town wage, but also could collect the Ambulance Service's on-call compensation at the same time -- \$20 for a 12-hour shift on weekdays, more on weekends.
- It increases employee pay. The overlap serves as a shift differential that puts more money in Town employees' pockets. This could serve as a recruitment and retention incentive for the Town and for the Ambulance Service.
- It does not increase the budget. The Town would pay normal wages as it currently does; the Ambulance Service would pay its normal on-call and response compensation.
- Compensation paperwork would follow the same procedures now in place.

The challenge in drafting this type of proposal is making it compliant with federal wage-and-hour requirements. We had three hurdles, in particular, we had to clear:

- Make a clear distinction between what is paid work and what is volunteer service. Thus, employees responding to an EMS dispatch will have to "clock out" during their Ambulance Service response.
- Ensure that, because the Town is the same employer in both types of roles, employees are not performing the "same type of service" in their paid and volunteer roles. As structured, this proposed policy avoids that situation.
- Make sure that compensated volunteers are not receiving more than a "nominal fee" for their service. "Nominal fee" generally is defined as not more than 20 percent of what it would cost to pay someone to do the task. In our case, the benchmark is the wage-and-benefit package that the City of Washburn pays to its full-time EMTs; that benchmark is \$7.31/hour. Our current Ambulance Service compensation schedule meets that standard for on-call duty on weekdays (\$20 for a 12-hour shift) and for on-call duty for regular weekends (\$60 for a 12-hour shift). It *does not* meet that benchmark for on-call duty for peak season weekends; the current compensation of \$100/hour for a 12-hour shift is \$8.33/hour, which exceeds the benchmark. Therefore, we will have to cut the peak weekend compensation schedule to \$85 for a 12-hour shift, which translates to \$7.08/hour, which is under the nominal fee benchmark.

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Our employment attorneys at vonBriesen & Roper believe the proposed policy, in combination with a new \$85 rate for on-call shifts on peak season weekends, will comply with wage-and-hour laws.

If you want to move forward with this approach, we then will circulate the policy among department heads, accounting, and payroll to iron out any concerns.

1. During their normal work hours, Town employees who are certified EMTs/EMRs may sign up for "on call" shifts with the Ambulance Service if they receive advance approval from their department head.
2. In these situations, Town employees are paid their normal Town wage for time they commit to their normal Town duties. During their shift, they also will be paid the relevant on-call stipend designated in the Ambulance Service's current compensation schedule.
3. If they are dispatched to an EMS call, they "clock out" (go on unpaid leave) from their normal Town duties in order to perform their volunteer EMS duties. They will be paid as other EMS volunteers are, based on the Ambulance Service's current compensation schedule. After the call is handled, they may go back to their normal Town job and back on the clock at their normal Town wage.
4. Similarly, if a Town employee attends an Ambulance Service meeting or training session while on Town duty, they must clock out of their Town job; they will be paid for that volunteer time based on the Ambulance Service's current compensation schedule.
5. Hours spent on Town duties will be compensated through the normal bi-weekly payroll process, including the maintenance of accurate timesheets. Hours "on call," on a dispatched response, in training, or at meetings for the Ambulance Service will be compensated through the monthly EMS process, including the maintenance of accurate logs.
6. The Ambulance Service's compensation schedule will be adjusted as necessary to ensure that volunteers are not paid more than a "nominal fee" as outlined by federal wage-and-hour standards.

D R A F T

Contract For Assessment Services

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the Town) and North Country Assessment Services, LLC (the Contractor).

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:

Property Tax Assessment Services.

For the assessment year 2024 the assessor will perform a complete revaluation. In addition to annual maintenance duties the assessor will review all taxable real estate, documenting the condition, approximate age, size, and overall quality of construction of all buildings. Assessor will create a digital sketch and take a photograph of each significant building on every property. Interior inspections of buildings will be performed when necessary and when permitted by property owner. Land will be inspected on-site as well as from aerial photos obtained on the Ashland County GIS website. A sales analysis will be performed using area sales from the previous one to two years to determine current market values. The assessor will also hold separate open book and board of review sessions to provide property owners with ample opportunity to speak with the assessor regarding their property and the revaluation. Notices of change of assessment will be mailed at least 90 days prior to the first session of board of review. Assessor will follow all state statutes related to the assessment process. At the completion of the revaluation, the Town of La Pointe will be in compliance with the Wisconsin Department of Revenue mandate that the total assessed value of each major class of property be within 10% of equalized value.

For the assessment years 2025, 2026, 2027 the assessor will complete a maintenance assessment. All properties with new or ongoing construction or renovations will be viewed by the assessor as near to January 1 as practically possible; Assessor will also maintain property record cards and periodically inspect properties as necessary, updating property records to reflect current conditions; place assessed value on all taxable new construction and taxable personal property; analyze recent sales and conduct a sales/ratio study; complete and file

DRAFT

required reports to the Wisconsin Department of Revenue, including the Municipal Assessment Report (MAR); attend all required meetings including open book and board of review; provide Department of Revenue with all required information on property sales; and respond to all phone or written inquiries from property owners in a timely manner. Assessor will also be responsible for providing property records to individuals or firms when open records requests are made.

Such services will be provided at:

Town of La Pointe (Madeline Island, WI)

2. Payment. In exchange for the Contractor providing the Town with services described herein, the Town will pay the Contractor following payment schedule:

On or before December 31, 2023	\$19,400	2024 Revaluation payment 1 of 3
Within 30 Days of 2024 Board of Review	\$88,700	2024 Revaluation payment 2 of 3
On or before January 31, 2025	\$19,400	2024 Revaluation payment 3 of 3
2025, 2026, 2027 Assessment	\$20,200	per year for maintenance assessment

- Maintenance Assessment fees will be paid within 30 days of the adjournment of Board of Review each year.
- Assessor shall be paid \$50 per hour for court/appeal costs
- All expenses incurred during the assessment process will be paid by North Country Assessment Services LLC including costs of computer software and hardware, insurance, office supplies, postage, transportation and travel.

3. Dates of Service. The services provided for herein shall be provided between September 1, 2023 and August 31, 2027.

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

5. Warranty. The Contractor warrants that:

- a) All services provided 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 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

DRAFT

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.

6. Compliance With Regulations. Within five business days after this contract has been signed by the Contractor, the Contractor will provide the Town with a copy of the certificate 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.

7. 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 representative 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.

8. 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.

9. 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 Wisconsin Statute 102.07(8)(b):

- 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 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.

DRAFT

- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

10. Proof of Insurance. Within five business days of 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) Professional Liability	\$500,000/\$1,000,000
b) Business Policy/General Aggregate	\$500,000/\$1,000,000
c) Comprehensive Auto Liability	\$500,000/\$1,000,000
d) Workers Compensation	amount required by law

11. 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 days following the 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.

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

13. 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.

14. 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 and written. This contract may be amended only by writing signed by the undersigned.

15. 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.

DATE: 02/09/2023

Wisconsin Department of Revenue
Final Major Class Comparison

EQMCC701FWI

Page 7 of 16

EQ ADMIN AREA 88 Wausau
COUNTY 02 Ashland County
TOWN 014 La Pointe

Year	Property Class	Municipal Assessed Value	DOT Base Value	% of DOT Base Value	Ratio (%)	Major Class Municipal Compliance Status	Type Of Notice Issued
2022	Residential	251,566,300	282,199,000	89.49	88.09	NO	
	Commercial	13,551,400	12,869,400	4.11	105.31		
	Agricultural	28,100	30,800	0.01	88.57		
	Sum Of 5, 5M, 6, 7	5,935,200	5,513,000	1.76	107.66		
	Personal	2,041,600	2,149,800	0.89	95.00		
	Total	273,120,600	312,760,200	100.00	87.35	NO	
2021	Residential	251,755,200	284,585,200	89.69	95.15	YES	
	Commercial	13,371,000	11,849,100	4.15	112.84		
	Agricultural	23,300	30,200	0.01	77.15		
	Sum Of 5, 5M, 6, 7	5,970,900	6,935,200	2.43	88.10		
	Personal	2,109,700	2,047,300	0.72	108.00		
	Total	278,230,100	285,427,000	100.00	95.73	YES	
2020	Residential	253,381,200	248,144,100	92.21	102.93	YES	
	Commercial	13,378,800	13,028,400	4.88	102.69		
	Agricultural	20,000	25,900	0.01	77.22		
	Sum Of 5, 5M, 6, 7	5,870,500	5,248,700	2.19	102.12		
	Personal	2,098,900	1,899,400	0.71	109.99		
	Total	274,818,200	268,941,500	100.00	102.95	YES	
2019	Residential	254,550,800	239,951,400	92.01	108.59	YES	
	Commercial	13,378,800	12,409,000	4.78	107.82		
	Agricultural	17,500	22,400	0.01	77.23		
	Sum Of 5, 5M, 6, 7	6,337,800	6,368,300	2.45	98.58		
	Personal	2,099,200	1,933,800	0.74	187.00		
	Total	278,383,300	259,581,900	100.00	108.47	YES	
2018	Residential	255,029,800	240,759,700	92.10	108.34	YES	
	Commercial	13,378,000	11,588,600	4.44	115.37		
	Agricultural	17,100	21,700	0.01	78.90		
	Sum Of 5, 5M, 6, 7	6,843,000	6,983,200	2.67	95.13		
	Personal	2,043,800	2,043,800	0.78	100.00		
	Total	278,112,800	251,404,000	100.00	108.39	YES	
2017	Residential	262,654,600	251,098,800	91.84	104.60	YES	
	Commercial	14,881,600	12,059,200	4.40	121.93		
	Agricultural	18,800	21,200	0.01	79.25		
	Sum Of 5, 5M, 6, 7	7,017,100	7,188,800	2.82	97.89		
	Personal	3,653,700	3,653,700	1.33	100.00		
	Total	288,033,800	274,001,700	100.00	105.12	YES	
2016	Residential	263,919,000	247,928,900	91.15	108.45	YES	
	Commercial	14,829,800	12,659,800	4.65	115.56		
	Agricultural	18,700	21,100	0.01	79.15		
	Sum Of 5, 5M, 6, 7	7,266,000	7,447,900	2.74	97.56		
	Personal	3,957,300	3,957,300	1.45	100.00		
	Total	289,788,800	272,015,000	100.00	106.53	YES	

TR/S TA, AA, Clerk,
Publize

Micaela Montagne

From: Steve Nordquist <steven2704@yahoo.com>
Sent: Monday, March 6, 2023 3:30 PM
To: Micaela Montagne
Subject: Board of Review

Hi Micaela,

I am starting to get boards of review scheduled and would like to get La Pointe on the calendar. How would these dates work?

Open Book May 30, 3-5 pm
BOR June 6, 4-6 pm

If either of these don't work I can give you some alternatives.

Thanks~
Steve





Employer Resolution to Pay Entire Premium

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

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-6020 (toll free)
Fax 608-267-4549
etf.wi.gov

REVISED

Employer resolution to pay entire premium for (check box(es)):

- ☒ Basic Group Life Insurance (1x earnings)
- ☐ Supplemental Group Life Insurance (1x earnings)
- ☐ Additional Group Life Insurance
 - ☐ 1 Unit (1x earnings)
 - ☐ 2 Units (2x earnings)
 - ☐ 3 Units (3x earnings)
- ☐ Spouse and Dependent Group Life Insurance

Your resolution will take effect either on the first of the month following the date your resolution is received by ETF, or the first day of the second month following the date your resolution is received by ETF. Premiums will be due beginning on the effective date that you elect.

I elect to pay the entire premium beginning (check one box):

- ☐ On the effective date of my resolution.
- ☒ On the first of the next month following the effective date of my resolution.

I hereby certify that pursuant to Wis. Stat. 40.05 (6)(e), a resolution to pay the entire group life insurance premium for all employees for the plan(s) indicated above was duly made by the

TOWN BOARD OF SUPERVISORS

(Governing body)

of the TOWN OF LA POINTE

(Employer name)

Employer Identification Number (EIN): 69-036-0840-000

on MARCH 14, 2023
(Date action taken)

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I understand that Wis. Stat. 943.395 provides criminal penalties for knowingly making false or fraudulent statements on this form and hereby certify that, to the best of my knowledge and belief, the information is true and correct.

Agent Signature	Title	Date (MM/DD/YYYY)
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Submit completed form to ETF at ETFSMBESSNewEmployer@etf.wi.gov or fax to 608-267-4549.

For ETF use only: Effective date of coverage entered by ETF:

JOB DESCRIPTION

ACCOUNTING ADMINISTRATOR

Immediate Supervisor:
Classification:

Town Administrator
Full-time

I. DUTIES

A. ACCOUNTING

1. General accounting.

- Maintain all general ledger aspects of accounting tasks and software, including general ledger, receipts, disbursements, checkbooks, and bank reconciliations.
- Assist with annual audit done by CPA firm, and other required audits.
- Monitor General Fund cash position, facilitate bank transfers for Treasurer.
- Balance checks written, alternative claims.
- Process sales tax returns, annual exemptions.
- Track and report State aids.
- Process fuel purchases, track use and levels.
- Compile and process hauling reports.
- Maintain list of fixed assets.
- Track purchase orders, credit card purchases, sales tax exemptions.
- Monitor sales of Town property.
- Monitor swipe cards used on Madeline Island Ferry Line, recharge cards, process reports.
- Balance activities in Madeline Island Chamber of Commerce fund.

2. Budgeting

- Monitor and update budget as established by Town Board; enter revenues and expenditures; prepare budget amendments as needed.
- Prepare monthly budget reports for use by departments and Town committees.
- Annually, set up budget spreadsheets for use by departments in preparing budget proposals. Assist department heads in preparing annual budget proposals, including identifying internal billing costs for use of Town labor and equipment.
- Work with Town Administrator to prepare general government and overall budget proposal.
- After Town Board approval, set up yearly budget amounts, reports, and categories as needed.
- Work with Clerk to prepare and file Department of Revenue forms, including for levy limit, ERPS, Municipal Payment for Services.

3. Disbursements.

- Prepare and process vouchers for Town Board in advance of each regular meeting.
- Process checks after Town Board meetings for signature and issue.

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11/15 9 2023

initial: dg

- Ensure timely payments through alternative claims process for date-sensitive vendors.
- Prepare monthly alternative claims reports.
- Track statements, missing invoices, prepaids
- Approve direct deposit of payroll; collaborate with Payroll Coordinator on other tasks
- Process raffle payouts if necessary.

4. Taxes.

- Assist Treasurer with tax roll collections, accommodation tax collections, special assessments, calculations, and outstanding payments.
- Process county property-tax exemptions, including general and library exemptions.

5. Billings.

- Compile and submit quarterly Ashland County billings, including County H and Zoning.
- Prepare and process miscellaneous accounts receivable billings.
- Verify Ambulance billing system reports.

6. Grants.

- Administer financial aspects of grants once awarded, including billing for reimbursement.
- Track grant expenditures and revenues for reporting and audits.

7. Insurances.

- Prepare annual workers compensation policy audit.
- Track claims, and policy additions, deletions, and changes.

8. Purchasing and subcontractors.

- Track contracts, financial conditions, annual reporting if necessary.
- Monitor paperwork status – W-9, 9-point tests, 1099s.
- Administer tax exemptions, credit applications.

B. TOWN BOARD

1. Prepare monthly written report to include a review of work completed or in progress since previous report, scheduled work, and project updates.
2. Prepare monthly financial reports on budget, designated funds, checkbook balances and reconciliations, receipts, and checks written.
3. Draft budget amendments and compensation resolutions as needed or as directed.
4. Answer questions about budget revenue, expenditures, balances, and projections as needed.

C. OTHER TOWN DEPARTMENTS

1. Assist department heads as needed with questions about budget line items, designated funds, and possibilities for shifting funds among categories.
2. Prepare monthly financial reports on budget and designated funds for Madeline Island Public Library Board, Harbor Commission, and Winter Transportation Committee.

3. Prepare and process vouchers in advance of Library Board, Harbor Commission, and Winter Transportation Committee meetings.
4. Track hours dedicated to Library Board and Harbor Commission work; bill as authorized by Town Board.

D. MISCELLANEOUS

1. Work is performed under the administrative supervision and directives of the Town Board, Town Administrator, Town Clerk, and Town Treasurer. Carry out directives and report any difficulties encountered promptly to the Town Administrator.
2. Assist other Town staff and volunteers to help achieve department goals.
3. Share clerical duties (phones, mail, copies, etc.) as needed.
4. Deal with the public in a helpful, courteous, and professional manner.
5. Propose appropriate seminars, workshops and training opportunities that relate to Town business/laws/regulations.
6. Assist with records management.
7. Process Town vehicle titles, insurance.
8. Serve as a Notary Public (if desired).
9. Other duties as assigned.

II. QUALIFICATIONS

A. EDUCATION AND TRAINING

1. High school diploma or equivalent, 2-year accounting degree or equivalent experience, or an equivalent combination of education, training, and experience to demonstrate the knowledge, abilities and skills necessary to perform the job satisfactorily.

B. KNOWLEDGE

1. Proficiency with double-entry accounting principles and software required.
2. Proficiency with Windows operating systems and Microsoft Office applications, especially Excel, Outlook, and Word required.
3. Knowledge of and experience in accrual accounting, public finance, municipal accounting and budgeting, and Workhorse software preferred.

D. SKILLS AND ABILITIES

1. Excellent time management and attention to detail, ability to overcome frequent distractions.
2. Work under own initiative; adjust and prioritize work responsibilities.
3. Communicate effectively in person, through email, and on the phone.
4. Work constructively to identify problems and create solutions.
5. Coordinate activities with other office staff; work well in a small office setting.
6. Work at a desk, use a desktop computer for extended periods of time.
7. Demonstrate integrity and common sense; pass a background check; be bondable.

This position description has been prepared to assist in defining job responsibilities, 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 an employee 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 Accounting Administrator for the Town of La Pointe.

Employee Signature

Date

DATA

TOWN OF LA POINTE POSITION OPENING

ACCOUNTING ADMINISTRATOR

Position: Full-time / 40 hours per week

Start Date: June 2023

Job Summary: This position has primary responsibility for all the Town's general accounting functions. Key responsibilities include but are not limited to:

- Maintaining the general ledger, receipts, checkbooks, and bank reconciliations.
- Managing the annual budget, including entering revenues and expenditures.
- Creating budget spreadsheets for preparation of the Town's budget working with department heads to prepare budget proposals and to monitor their budgets on a monthly basis.
- Processing disbursements, including vouchers and alternative claims.
- Preparing monthly financial reports for Town Board and others.
- Tracking purchase orders, credit card statements, and state aids.
- Assisting in preparation of annual audit (performed by contracted CPA firm).
- Administering financial aspects of grants and contracts.
- Assisting the elected Treasurer with tax roll collections, calculations, outstanding payments, bank transfers, and accommodation tax collections.
- Tracking insurance coverage; prepare annual workers compensation audit.
- Preparing and processing accounts receivable billings.

Requirements: Combination of education, training, and experience to demonstrate the knowledge, abilities, and skills needed. Proficiency with double-entry accounting principles and software; Windows operating systems and Microsoft Office applications, especially Excel, Outlook, and Word. Work under own initiative. Excellent time management and attention to detail. Ability to prioritize work and overcome frequent distractions.

Preferred: Knowledge of and experience in accrual accounting, public finance, municipal accounting and budgeting, and Workhorse software.

Compensation: \$30-\$35/hour, based on experience.

Other: The position requires working extended periods at a desk; extensive use of a computer; the ability to communicate effectively by phone, email and face-to-face. Residence on Madeline Island is preferred but not required. Background check required.

Initial Deadline for Applications: Monday April 10, 2023, 4 p.m.

Please submit cover letter, resume or similar documents detailing your qualifications to:
Town Administrator, Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850 or
administrator@townoflapointewi.gov

For more information, including a full job description, send an email or call 715-747-6913.

The Town of La Pointe is an Equal Opportunity Employer

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TRC TA, AA, Clerk.
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY FEBRUARY 28, 2023
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, Public Works Director Ben Schram
Called to Order: 5:00pm

I. Public Comment A*: none.

II. Administrative Reports

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

III. Public Works

A. Roads, Dock, Harbor

1. Hire Temporary Truck Driver and Equipment Operator with CDL: Motion to hire Evan J. Erickson at \$20/ hour not to exceed 120 hours, from 2/12/23 to 12/31/23, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
2. Hire Temporary Truck Driver and Equipment Operator no CDL: Motion to hire Gary Beeksmat at \$17/ hr not to exceed 100 hours from 3/1/23 to 12/31/23, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Parks

1. Campground Host Job Description: Motion to approve the job description for Big Bay Town Park camp host job description, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
2. Campground Reservation Policy: (will allow reservations to be made 500 days in advance instead of 365 days) Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Materials Recovery Facility (MRF)

1. MRF Transportation Specialist Job Description and Posting: Motion to approve and post as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

IV. Committees

Motion to move agenda item IV. A. 1. Harbor Commission to after item XI., J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

B. Library Board

1. Appoint Member to Fill Term Ending 6/30/2024: Motion to appoint Jane Vogt to the Library Board, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

C. Committee Minutes: No discussion.

V. Town Hall Administration

A. Budget Summary Report: None. Motion to postpone, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Budget Amendment #2023-01: Motion to approve, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

C. Contract for Services for Master Electrician with SOLAR CBI: Motion to approve for on call electrical needs for the Town, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

Motion to move agenda item V. D. Workplace Safety Issue to after item XI., J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$33,959.52, M. Anderson/ J. Carlson, 3 Ayes, 2 abstain (A. Baxter, S. Brenna), Motion Carried.

VII. Alternative Claims: Motion to approve alternative claims for January 2023 in the amount of \$127,532.66, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Treasurer's Report: None. Motion to postpone, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

IX. Minutes

A. Regular Town Board Meeting February 16, 2023: two corrections to add the motion to have J. Carlson chair the meeting in the absence of Glenn Carlson, and that Samantha Dobson's comments were in support of the Town Board and their actions with Law Enforcement and Ashland County issues. Motion to approve with amendments, M. Anderson/ S. Brenna, 4 Ayes, 1 abstain (G. Carlson), Motion Carried.

X. Emergency Services: None.

XI. Public Comment B**: None.

Motion to go into closed session to discuss items IV. A. 1., V. D., and both A. and B. in item XI., J. Carlson/ M. Anderson, 5 Ayes by roll call vote, Motion Carried. 5:18pm.
Returned from open session.

IV. Committees

A. Harbor Commission

1. Town Administrator Providing Freelance Work for Harbor Commission: No action.

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises

responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

V. Town Hall Administration

D. Workplace Safety Issue: No action

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

XII. Lawsuits & Legal Issues

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.

A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation: no action.

B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a): Motion to approve the claim, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: two postponed items, have TPC discuss the sale of shirts at Big Bay Town Park, meeting start times.

XIV. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned a little before 6:00pm.

Minutes taken from recording and submitted by Micaela Montagne, Town Clerk.