

MEMO

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

DATES COVERED IN REPORT: March 11-24, 2023

1. Accomplished/Completed

- **Ferry line.** Gave interview to Dan Kraker of Minnesota Public Radio about Town's efforts to purchase the ferry line. www.mprnews.org/story/2023/03/24/on-madeline-island-residents-aim-to-preserve-their-ferry-lifeline

2. Coming Up

- Everything is covered below or elsewhere on the agenda.

3. Town Board Agenda – Information/Comments

- **Roads, Parks, MRF.** Public Works requests the following compensation adjustments:
 - Authorize transferring 50 hours from the temporary driver position held by Evan J. Erickson to the temporary driver position held by Paul Wilharm, effective 4/12/23-12/31/23 for both positions.
 - Authorize raising Parks #1 wage from \$19.25/hour to \$20.50/hour, for a maximum of 864 hours, effective 5/14/23.
 - Authorize reducing the MRF Transportation Specialist position from 40 hours/week to a maximum of 30 hours/week, effective 4/12/23.

Impact: The changes in hours for the Transportation Specialist and in the wage for the Parks #1 position will secure the leading candidates for these positions. Reducing Transportation Specialist hours will save a minimum of \$12,518.62 in wages and payroll taxes for 2023. That will more than cover the raise in the Parks #1 wage, which would increase payroll costs approximately \$1,162.62 (for a net gain of \$11,356). The transfer of hours will leave Wilharm with 75 hours for the rest of 2023, and leave Erickson with 57 hours for the rest of the year.

- **Airport.** These are follow-up actions to the March 14 public hearing. Action requested:
 - Adopt the resolution (first two pages), which lists the airport improvement projects that the Town (aka the "Sponsor") might pursue; authorizes the state secretary of transportation to act as the Town's agent in using federal funds for these improvements; and petitions the state secretary of transportation to utilize state and/or federal aid for these improvements.
 - Adopt the agency agreement and owner assurances (third page). This essentially verifies that the Town approved the resolution and petition on the first two pages.
- **Energy Committee.** The Town will not receive an Energy Innovation Grant in this cycle for the proposed Town microgrid. The state's Office of Energy Innovation recommends that the Town pursue an "Energizing Rural Communities Prize" (through the US Department of Energy). The committee requests authorization to apply for this funding to use toward the estimated \$307,000 cost of the microgrid.

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- **EMS Policy.** This updated draft adds language about salaried employees (Paragraph 5), in response to your request on March 14. The policy is ready for approval. *Note:* Adopting the policy will require changing the Ambulance Service compensation schedule (Item X.A.2).
- **Insurance.** We have reworked definitions on the Town's \$20,000 group life insurance policy through Wisconsin Towns Association/The Standard. The proposed amendment would continue covering elected officials and add year-round employees who average 17.5-23 hours a week, effective June 1. As with earlier changes to short-term disability coverage, the Town Board would need to authorize the Town Administrator to sign the amendment.
- **Indigenous Music Day.** Action requested: Authorize the Town Administrator to write a letter of support as appropriate for La Pointe Center to seek additional funding for Indigenous Music Day.
- **Ambulance billing contract.** The Town Attorney has reviewed the Order Form and Statement of Work (the drafts are in your packet), and the related Revenue Cycle Management Agreement, Business Associate Agreement, and Master Service Agreement. Attorney Lindsey's only significant concern is that arbitration and court remedies would be in Colorado, not Wisconsin. Action requested: Authorize the Town Administrator to sign the Order Form and Statement of Work, effective June 1, 2023.
- **Ambulance Service compensation schedule.** Action requested: Modify the current compensation schedule, changing the rate from \$100 to \$85 for a 12-hour holiday and weekend shift (6 p.m. Friday-6 a.m. Monday) between Memorial Day weekend and the weekend after Sept. 15. The change ensures that the Town complies with the "nominal fee" standards that apply to compensating volunteers under federal wage-and-hour laws.

4. Follow Up on Previous/Ongoing Projects

- **Affordable Housing Advisory Committee.** Committee members submitted questions to Maxfield Research about Maxfield's draft "housing needs assessment"; they also requested changes and additional information to include in final report.
- **BBTP accessibility.** Regional managers from the DNR provided guidance on potential state and/or federal funding to help pay for replacing the existing stairway and bridge. Application deadline would be May 1.
- **Cell towers.** Harmoni tells us the AT&T signal is now active on the new tower. We continue to seek reports from AT&T and Verizon on their radiofrequency readings or calculations.
- **Comprehensive Plan Steering Committee.** Committee members and I continue to build the draft of the new plan; we anticipate a draft will be available for public review in about a month.
- **Hagen Road.** Selection committee members (Ben Schram, Evan R. Ericson, Michael Kuchta, and Ashland County highway commissioner Matt Erickson) are scheduled to finalize ratings of the eight engineering proposals on March 27. Rankings will be forwarded to the state Department of Transportation to begin negotiations.
- **La Pointe Community Clinic.** The clinic board has asked the Town to assist their upcoming job search for a new MD or nurse practitioner to succeed Dr. Margie Fredrickson when she retires.
- **Red Cliff Tribal Council.** Sat in on the Council's March 21 meeting.

5. Grant Report

- **Public Arts Committee.** Submitted grant applications totaling \$3,000 to Grutzner and Michael Madeline Island Funds to support proposed porta-potty beautification project.

6. Lawsuits/Legal Issues

- **DOR petition.** Mike Anderson, Bill Defoe and I provided additional historical information and documentation to the Town's attorneys, who then drafted a revised stipulation of facts. The County's legal team did not agree to that list, so the April 14 hearing will be necessary. It is unclear how many facts or documents the two sides will be able to agree upon in order to narrow the scope of the hearing; attorneys were talking again on the afternoon of March 24.
- **Writ of mandamus.** The Town's attorneys expect to have a confidential memo available to discuss adding this approach to our actions against Ashland County.

7. Other Information

- **Wisconsin Towns Association.** Upcoming events:
 - County Unit Meeting, March 27, 7 p.m., Pilsen Town Hall
 - Capitol Day, March 30, 8 a.m.-2 p.m., Madison
 - District Meeting: I plan to attend the session March 31 in Cable.
 - Wisconsin Legislature's Joint Committee on Finance: Public hearing, April 26, 10 a.m.-5 p.m., Lakeland Union High School, Minocqua.
 - 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.

**RESOLUTION PETITIONING
THE SECRETARY OF TRANSPORTATION
FOR AIRPORT IMPROVEMENT AID
BY**

**Town Board of La Pointe
Ashland County, Wisconsin**

WHEREAS, the Town of La Pointe, Ashland County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the sponsor desires to develop or improve Major Gilbert Field, Ashland County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with the applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a Small General Aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Construct/Reconstruct/Rehabilitate 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 as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

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"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the sponsor requests that the Secretary provide, per Wis. Stat. §14.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE Town Chair and Airport Manager be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

RESOLUTION INTRODUCED BY:

Supervisor

Town Chair

Airport Manager

CERTIFICATION

I, Micaela Montagne, Clerk of the Town of La Pointe, Wisconsin, do hereby certify that the foregoing is a correct copy of a resolution introduced at a regular meeting of the Town of La Pointe Board of Supervisor on March 28, 2023, adopted by a majority vote, and recorded in the minutes of said meeting.

Clerk

AGENCY AGREEMENT AND FEDERAL BLOCK GRANT OWNER ASSURANCES

Department of Transportation Bureau of Aeronautics Madison, Wisconsin

WHEREAS, the Town of La Pointe, Ashland County, Wisconsin, hereinafter referred to as the sponsor, desires to sponsor an airport development project to be constructed with federal aid and/or state aid, specifically, the Major Gilbert Field Airport project to:

Construct/Reconstruct/Rehabilitate 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 as stated in Wis. Admin. Code Trans §55; and any necessary related work.

WHEREAS, the sponsor adopted a resolution on March 28, 2022, a copy of which is attached and the prescribed terms and conditions of which are fully incorporated into this agreement, designating the Secretary as its agent and requesting the Secretary to act as such as set forth in the resolution, and agreeing to maintain and operate the airport in accordance with certain conditions; and

AGENCY AGREEMENT

WHEREAS, upon such request, the Secretary is authorized by law to act as agent for the sponsor until financial closing of this project;

NOW THEREFORE, the sponsor and the Secretary do mutually agree that the Secretary shall act as the sponsor's agent in the matter of the airport development as provided by law and as set forth in the referenced resolution; provided, however, that the Secretary is not required to provide legal services to the sponsor.

By: SECRETARY OF TRANSPORTATION

David M. Greene, Director (Date)
Bureau of Aeronautics

FEDERAL BLOCK GRANT OWNER ASSURANCES

WHEREAS, the sponsor does agree to the conditions established in Wis. Admin. Code Trans §55, and for projects receiving federal aid, to the attached federal sponsor assurances, which are a condition of a federal grant of funds.

The federal block grant owner assurances shall remain in full force and effect throughout the useful life of the facilities developed under this project, but in any event not to exceed twenty (20) years from the date of the finding (except for land projects, which shall run in perpetuity);

Acceptance: The sponsor does hereby accept the agency agreement and the federal block grant owner assurances.

Sponsor: The Town of La Pointe, Ashland County, Wisconsin

Name
Town Chair
Title

Date

Name
Airport Manager
Title

Date

2023 Town Board Budget Condensed Summary Report

TB Approved 12/14/2022

TB Approved 12/14/2022

Public

REVENUES:

	Approved 2023 budget	2023 Amended Budget	2023 Actual Cash Acct	2023 Budget Remaing	2022 Actual Cash Acct
All Taxes:	\$ 2,076,034	\$ 2,076,034	\$ 1,123,644	\$ 952,390	\$ 1,057,349
Intergovernl Revenues:	\$ 238,238	\$ 238,238	\$ 32,508	\$ 205,730	\$ 38,649
Licenses & Permits:	\$ 48,067	\$ 48,067	\$ 4,382	\$ 43,686	\$ 2,864
Fines/Forfeitures:	\$ 2,600	\$ 2,600	\$ 590	\$ 2,010	\$ 1,065
Public Services Chrgs:	\$ 464,602	\$ 464,602	\$ 124,855	\$ 339,747	\$ 118,300
Intergovernl Chrgs:	\$ 37,000	\$ 37,000	\$ 15,044	\$ 21,956	\$ 8,760
Misc. Revenue:	\$ 109,660	\$ 109,660	\$ 10,030	\$ 99,630	\$ 207
Other Fin. Sources:	\$ 1,386,244	\$ 1,533,447	\$ -	\$ 1,533,447	\$ -
TOTAL REVENUES:	\$ 4,362,445	\$ 4,509,648	\$ 1,311,053	\$ 3,198,595	\$ 1,227,194

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EXPENDITURES

	Approved 2023 budget	2023 Amended Budget	2023 Actual Cash Acct	2023 Budget Remaing	2022 Actual Cash Acct
General Government	\$ 738,175	\$ 758,175	\$ 119,659	\$ 638,516	\$ 99,782
Public Safety:	\$ 703,702	\$ 820,405	\$ 126,402	\$ 694,003	\$ 98,172
Public Works:	\$ 851,014	\$ 851,014	\$ 115,215	\$ 735,799	\$ 134,513
Health & Human Services:	\$ 44,199	\$ 44,199	\$ 3,208	\$ 40,991	\$ 1,423
Culture, Parks & Rec:	\$ 432,295	\$ 432,295	\$ 42,632	\$ 389,663	\$ 47,228
Conservation & Devel:	\$ 43,628	\$ 43,628	\$ 5,299	\$ 38,329	\$ 22,877
Capital Outlay:	\$ 1,085,687	\$ 1,096,187	\$ 46,235	\$ 1,049,951	\$ 52,488
Debt Service:	\$ 424,195	\$ 424,195	\$ 23,095	\$ 401,100	\$ 23,095
Other Financing Needs:	\$ 39,550	\$ 39,550	\$ -	\$ 39,550	\$ -
TOTAL EXPENDITURES:	\$ 4,362,445	\$ 4,509,648	\$ 481,745	\$ 4,027,903	\$ 479,578

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2023 Town Board Designated Funds Breakdown

2023
Budgeted
Yr end Bal

	<u>Feb-23</u> -	<u>Jan-23</u> =	<u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24	24	0	24
Town Admin:Cell Tower Funds	500,098	500,098	0	500,098
ZONING (Fire # Project)	40,352	40,352	0	40,352
LAW ENFORCEMENT:	68,831	68,831	0	26,045
FIRE DEPARTMENT:	100,372	80,372	20,000	73,006
		<i>+ Repeater donation</i>		
AMBULANCE:	75,601	75,601	0	66,595
ESB RECOVERY FUND (Donatons)	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	0	0
ESB Insurance Contents	39,320	39,320	0	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:	6,021	-3,979	10,000	16,659
		<i>+ MIFL contrib</i>		
ENERGY COMMITTEE FUND:	546	546	0	2,546
COMM PLAN STEERING FUND:	7,676	7,676	0	3,337
AFFORDABLE HOUSING FUND:	24,340	24,340	0	14,500
PUBLIC ARTS COMM FUND:	4,101	4,101	0	401
COMMUNITY AWARDS FUND:	261	261	0	268
HARBOR COMMISSON FUND:	24,015	36,580	(12,565)	0
		<i>-expenses</i>		
LIBRARY:	98,225	98,854	(629)	83,134
MI Cof COMMERCE/FIREWORKS:	22,879	22,879	0	19,719
TOTAL DESIGNATED FUNDS:	\$1,697,300	\$1,680,494	16,806	\$927,982

2023 Actuals & Comparisons to 2022 Actuals

Year to Date	February 2023 to February 2022	2023	2022	Change 2023 from 2022	UP
REVENUES:		\$1,311,053	\$1,227,184		\$83,859
	(excludes Other Financings Sources - borrowing, transferred designated funds)				favorable
All Tax collections (timing)		\$1,123,644	\$1,057,349	\$66,295	
	Collection % of Town's tax levy	57.8%	58.3%		
Transportation aids, state funding, Grants		\$32,508	\$34,101	(\$1,593)	payment timing
BBTP Campground, shelters, NMV		\$45,958	\$42,491	\$3,467	
Airport, Docks & Harbor Fees, revenues		\$64,089	\$67,557	(\$3,468)	billing/deposit timing
Zoning Permits, Parking tickets, licenses, Ambulance		\$10,970	\$5,141	\$5,829	billing/deposit timing
MRF Fees, sales		\$7,976	\$6,259	\$1,717	
Misc Revenue		\$1,458	\$781	\$677	
County & Intermunicipal re-imbursements		\$15,044	\$8,760	\$6,284	billing/deposit timing
Misc leases, property sales, interest, contributions		\$9,406	\$207	\$9,199	

	2023	2022	Change	UP
EXPENDITURES:	\$458,650	\$456,483		\$2,167
				un-favorable
General Government	\$119,659	\$99,782	\$19,877	
				un-favorable
UP Legal fees, personnel & related				
DOWN Auditor, insurances (recode timing)				
Law Enforcement	\$61,201	\$49,558	\$11,643	
				un-favorable
UP Personnel and related				
DOWN Legal, vehicle				
Fire Dept.	\$29,502	\$21,625	\$7,877	
				un-favorable
UP: Length of Service, truck maintenance				
DOWN Compensation (none submitted) , Rescue				
Ambulance Service	\$35,699	\$26,989	\$8,710	
				un-favorable
UP Compensation, equipment, supplies, billing, education				
DOWN Work Comp - timing/accruals				
Roads	\$78,909	\$96,807	(\$17,898)	
				favorable
UP Fuels, parts				
DOWN Labor (shifted to other depts), timing				
Airport	\$9,324	\$7,367	\$1,957	
				un-favorable
UP Town labor, TV145 maintanance				
DOWN				
DOCK/HARBOR	\$4,679	\$1,653	\$3,026	
				un-favorable
UP Town labor, eletric, repairs				
DOWN				
MRF	\$22,303	\$28,686	(\$6,383)	
				favorable
UP Equipment repairs/maintenance, supplies				
DOWN Personnel & insurance, hauling costs				
Library	\$31,470	\$37,086	(\$5,626)	
				favorable
MI Public Library Board handles				
Parks	\$10,400	\$9,516	\$884	
				un-favorable
UP Utilities, general insurance				
DOWN Unemployment (COVID relief timing), utilities				
ZONING & PLANNING/ad hoc COMMITTEES	\$5,299	\$22,877	(\$17,578)	
				favorable
UP Zoning: Wages, general office expenses				
DOWN Ad hoc committees: Switched end of 2022 to designated funds reduction of \$16,755				
DOWN Zoning: Legal (timing)				
Capital Outlays	\$46,235	\$52,488	(\$6,253)	
				favorable
DOWN Purchases				
2023 Gravel Installment	\$31,500	\$31,500		
2023 Town Hall accounting software	\$6,500			
2023 Town Hall AV improvements	\$9			
2023 Fire Dept Grandview Radios Grant/New Engine comm	\$5,427			
2023 Amb Dept Grandview Radios Grant	\$2,762			
2023 BBTP Access Capital	\$37			
2022 Rec Center Bathrooms remodel	\$0	\$2,089		
2022 Town Dock Shelter	\$0	\$12,923		
2022 Snow Removal Equio bldo	\$0	\$5,976		

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

Policy for Town Employees as EMS Responders

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. Town employees who are dispatched to an EMS call must "clock out" (go on unpaid leave) from their normal Town duties while they 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. Salaried Town employees and Town employees on flexible schedules will keep accurate records of hours when they are on Town duty and hours when they are on volunteer EMS duty. They are expected to make up Town hours as their Town job requires.
6. 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.
7. 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.

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MAR 21 2023

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



Request for Group Insurance Amendment

Standard Insurance Company
900 SW Fifth Avenue
Portland, OR 97204-1282

Employee Benefits Consultant: Daniel Lynch
Employee Benefits Service Representative: Dawn Reilly
Employee Benefits Sales and Service Office: Chicago

Policyholder: Wisconsin Towns Association
Group Number: 750851

As an authorized representative of the Employer, I request that Standard Insurance Company ("The Standard") amend the above Employer's coverage under the Group Policy to make the following change(s):

Please change the Definition of a Member to:

**An active employee of the Employer working at least 17.5 but less than 23 per week;
An active Elected Official of the Employer**

In Process

I request that the amendment become effective on 06/01/2023. I understand that the amendment will not become effective unless approved and issued by The Standard.

I request that the amendment be approved by The Standard subject to The Standard's usual underwriting requirements, including, if applicable, Evidence of Insurability or a Pre-existing Condition provision.

I understand that the amendment, if approved by The Standard, will be issued in the policy language customarily used by The Standard.

I understand that any increase in Insurance for a Member who is not Actively At Work all day on the Member's last regular work day before the scheduled effective date of the amendment will be deferred until the first day after the Member completes one full day of Active Work.

I request that the amendment, if approved and issued by The Standard, become effective by its terms without any further acceptance by the Employer, and that a copy of this Request for Group Insurance Amendment form be attached to and made a part of the amendment.

CALIFORNIA FRAUD NOTICE

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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MAR 23 2023

date: day

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

MEMO

Date: March 24, 2023

To: Town Board Supervisors
Glenn Carlson
Mike Anderson
Aimee Baxter
John Carlson
Sue Brenna

From: Carol Neubauer – Town Treasurer

CC: Michael Kutchta – Town Administrator
Micaela Montagne – Town Clerk
Barb Nelson – Accounting Administrator
Steve Nordquist- Town Assessor

RE: Personal Property Tax on Short Term Rentals

In recent conversations with Steve Nordquist, we have talked about the feasibility of taxing and collecting personal property taxes on short term rental owners. Rental properties are generally taxed for those personal items that are utilized by the guests. On the current tax roll, we have 64 bills with an average amount of \$46.29. The total collection of the bills is \$3,321.45 of which the town only keeps \$926.25.

With administrative costs of mailing and collections, the town nets just over \$818.00.

I ask your consideration for eliminating the personal property tax on these rentals for the following reasons:

1. Of the 20 town Steve assesses, only two towns bill for short term rentals. Many towns find the assessing and taxing for such a small dollar amount is not worth it.
2. Steve sends out tax assessment statements to the homeowners in March. He is working with the rental database from the year before. The data is 10 months old. Unless the short term rental permits are synched with the assessment cycle, there is no way for the assessor to have current, accurate data. Some properties do not get assessed, resulting in an inequality of taxing of short term rentals.
3. These tax bills are difficult to monitor as rental properties change hands frequently and move in and out of the rental pool. Collection of delinquent accounts is challenging and time consuming.
4. The valuation of personal property is very subjective, based on the homeowner's information.

I appreciate your consideration of my request to eliminate personal property taxes on short term rentals only.

Thank you.

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MAR 24 2023

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February 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$830,242.26</u>
<u>Harbor Commission</u>	<u>\$15,099.00</u>
<u>Library Board Approved Claims</u>	<u>\$5,474.56</u>
Total of All Alternative Claims:	\$850,815.82

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3/1/2023

ALTERNATIVE CLAIMS 2023**February 2023**

Date	Payable to Who	Check #	Amount	Description
2/1/2023	EMC Insurance	EFT#10220006	12,156.25	2nd Qtr 2023 WC
2/6/2023	Xcel	EFT#ACC0	538.57	-1/9/2023 MRF billing
2/6/2023	Dept of Employee Trust Funds	EFT#22303	17,409.52	March health insurance
2/7/2023	Northern State Bank	81878	11,547.53	Loan Payment #50/#60
2/7/2023	Wilham, Paul	81879	286.19	RE Overpayment Batch #10
2/9/2023	Empower/Deferred Comp	EFT#1066201721	150.00	PR#3 Employee contributions
2/9/2023	Payroll Batch ACH direct deposits	EFT# 286766298	29,541.93	PR#3 Ending 2/04/2023
2/9/2023	Baxter, Aimee	81880	369.40	PR Ending 2/04/2023
2/9/2023	Brummer, Charles	81881	117.02	PR Ending 2/04/2023
2/9/2023	Brummer, Paul	81882	117.02	PR Ending 2/04/2023
2/9/2023	EFTPS - Federal Deposit	EFT#51467169	8,250.99	PR#3 Federal PR taxes
2/9/2023	WI Dept of Revenue	EFT#467365408	1,727.23	PR#3 State PR taxes
2/14/2023	Ashland County Clerk	81884	131.75	Tax roll collect Dog fees
2/14/2023	Ashland County Treasurer	81885	1,176.00	Tax roll collect Special Charges
2/14/2023	Ashland County Treasurer	81886	695,438.90	Tax Roll Collect due Cty
2/19/2023	WI Dept of Revenue	EFT#73103264	1,515.04	Jan sales & use tax
2/23/2023	Payroll Batch ACH direct deposits	EFT#152330367	27,650.53	PR#4 Ending 2/18/2023
2/23/2023	Carlson, John	81952	465.57	PR#4 Ending 2/18/2023
2/23/2023	Nelson, Alexander	81953	789.13	PR#4 Ending 2/18/2023
2/23/2023	Wiltz, Joseph	81954	638.15	PR#4 Ending 2/18/2023
2/23/2023	EFTPS - Federal Deposit	EFT#27034558091883C	8,182.16	PR#4 Federal PR taxes
2/23/2023	WI Dept of Revenue	EFT#174704032	1,628.14	PR#4 State PR taxes
2/23/2023	Empower/Deferred Comp	EFT#1069824821	150.00	PR#4 Employee contributions
2/23/2023	Wisconsin Retirement System	EFT#281513	10,265.24	February retirement

FEBRUARY 2023 TOTAL:**\$830,242.26**

ALTERNATIVE CLAIMS 2023

Harbor Commission

February 2023

Date	Payable to Who	Check #	Amount	Description
	Harbor Commission approved			
2/10/2023	Gargulak Appraisal Services, LLC	81883	10,000.00	HC Retainer Appraisal
2/16/2023	Amundsen Davis, LLC	81887	3,599.00	Harbor Commission legal
2/26/2023	YWS Technologies, LLC	81955	1,500.00	Harbor Secretary laptop

FEBRUARY 2023 TOTAL:

\$15,099.00

\$15,099.00

MI Library

February 2023

Date	Payable to Who	Check #	Amount	Description
	Library Board approved vouchers		5,474.56	
2/22/2023	Capital One/Wal-Mart	81947	130.00	Food,snacks
""	Cardmember Services (LS)	81948	151.35	Adobe,Weebly,Wal-mart
""	Midland Service, Inc.	81949	4,911.36	1/12/2023 Propane
""	New York Times	81950	96.00	Sunday by mail-2/25/2023
""	Norvado, Inc	81951	185.85	Library Phone, fax, DSL

FEBRUARY 2023 TOTAL:
MI Public Library Board approved

\$5,474.56

\$0.00

Treasurer's Cash Summary as of February 28, 2023

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

		Balance Forward	Deposits	With- Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 676,877.28	\$ 148,784.11	\$ (2,197,166.99)	\$ 338.22		\$ 2,650,063.91	\$ 1,278,896.53
Designated	167668	\$ 1,687,566.89			\$ 1,297.00		\$ 13,204.38	\$ 1,702,068.27
Sect. 125	3150485	\$ 24,790.39		\$ (1,387.70)				\$ 23,402.69
Tax	3142004	\$ 2,675,376.33			\$ 571.74	\$ (9.00)	\$ (2,663,268.29)	\$ 12,670.78
Library Savings		\$300.54			\$ 0.04			\$ 300.58
Totals		\$ 5,064,911.43	\$ 148,784.11	\$ (2,198,554.69)	\$ 2,207.00	\$ (9.00)	\$ -	\$ 3,017,338.85

Bank Reconciliation			
Reported Bank Balance	\$ 3,092,623.76	Available Cash	\$ 1,278,896.53
Deposits in Transit	\$ 12,417.56	Tax Transfer	
Interest in transit		Deposits	\$ 27,950.79
Subtotal		Checks	\$ (118,544.07)
Less Outstanding Checks	\$ (87,702.47)	Vouchers	\$ (55,564.34)
Checkbook Balance	\$ 3,017,338.85	Library Vouchers	
		Total Avail. Cking Account	\$ 1,132,738.91

Treasurer's Report \$ 3,017,338.85
Variance \$ -

Balanced Balance 2/23/2023 \$1,543,499
outstanding PO \$ (640,083.07)

Accounting Program Totals:	
General Funds	\$ 1,278,896.53
Designated Funds	\$ 1,702,068.27
Tax Account	\$ 12,670.78
Section 125	\$ 23,402.69
Library Savings	\$ 300.58
TOTAL	\$ 3,017,338.85

Treasurer's Report \$ 3,017,338.85
Variance \$ -

Balanced

prepared by Carol Neubauer
16-Mar-23

27

RECEIVED
MAR 23 2023
Initial: dg

TB(5)TA, AA Clerk
(Public)

**TOWN OF LA POINTE
PUBLIC HEARING:
Major Gilbert Field (AR5)
TUESDAY MARCH 14, 2023
4:30 PM AT TOWN HALL, 240 BIG BAY ROAD
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, Airport Manager Paul Wilharm, Elected Clerk Micaela Montagne (for some)

I. Call to Order: 4:30pm

II. The purpose of this Public Hearing is to discuss potential Airport projects to include in petitions for state and federal aid that the Town of La Pointe is considering submitting to the State of Wisconsin Department of Transportation.

The proposals:

- Construct/ reconstruct/ rehabilitate Terminal Building and Hangar
- Sealcoat and crack fill airfield pavements
- Conduct Airport Master Plan/ Exhibit A/ ALP update
- Conduct wildlife site visit
- Clear and maintain runway approaches as stated in Wis. Admin. Code Trans Section 55; and any necessary related field work

The process is that the Town needs to come up with this plan, in hopes to receive up to \$1.2 million for airport projects (with a 5% match) from the State of WI. In order to do any of the projects, this is the first step in creating the list, there will then be a petition to submit to the State. The State would help secure contractors etc. if/ when the time comes for the projects to happen. Discussion on the most important thing would be sealcoat and crack fill the runway. Also, the need to rehabilitate the terminal building, and maintain the runway approaches. The wildlife visit is not as important but should remain on the list just in case.

III. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:44pm.

Submitted by Micaela Montagne, Town Clerk.

TB5 TA, AA, Clerk
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY MARCH 14, 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, Elected Clerk Micaela Montagne
Public Present: Tori Moore
Called to Order: 5:00pm

I. Public Comment A*: None.

II. Open Bids/ Proposals

A. Proposals for Hagen Road Engineering Services: Eight proposals received from: Accurate Group Inc from Lincolnshire, IL; Becher-Hoppe from Wausau, WI; CBS Squared Inc from Chippewa Falls, WI; Coleman Engineering Company from Ironwood, MI; Cooper Engineering from Rice Lake, WI; Gremmer from Stevens Point, WI; Quest Civil Engineers LLC from Wisconsin Rapids, WI; and SEH (Short Elliott Hendrickson Inc) from Rice Lake, WI. A committee (discussed later in meeting) will review and assess/ rank qualifications, then the State will evaluate and negotiate costs.

III. Administrative Reports

- A. Town Administrator's Report:** prepared by Michael Kuchta
- B. Public Works Director's Report:** Prepared by Ben Schram, seasonal road weight restrictions begin 3/20/23
- 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 February 2023 placed on file by Unanimous Consent.

Motion to have agenda item V. A. now, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

V. Committees

A. Planning and Zoning

- 1. Use of Town land beyond outfield fence at Rec Center for dog park: Tori

Moore provided an overview of the proposal to use the outside of the ballfield fence as a dog park. It will be fenced in with separate areas for large dogs and small dogs. No additional insurance would be needed from the town and no town/ tax payer dollars would be spent on the project, there are fundraising plans. Consensus to continue to have the Town Plan commission pursue this topic, which may need a CUP etc.

Motion to return to the agenda as posted, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

IV. Public Works

A. Roads, Dock and Harbor

1. Bid Notice for Dust Abatement: Motion to approve with a change in due date to reflect a Class II notice, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
2. Post for Temporary Driver/Operator with CDL: Motion to approve, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.
3. Selection Committee for Hagen Road Proposals: Motion to give Michael Kuchta authority to designate himself and at least three others to the committee (most likely Ben Schram, another member of the Roads Crew, and someone from Ashland County highway dept), M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

B. Parks

1. Job Postings for: Parks #1, Parks #2, Camp Host #1, Camp Host #2, and Campground Assistant: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

C. Greenwood Cemetery

1. Contract with Kathleen Erickson for Cemetery Mowing: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

VI. Town Hall Administration

A. Budget Summary Report, January: Motion to approve, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

B. Town Employees as EM's Policy Discussion: things look good.

C. Regular Town Board Meeting Start Time: Motion to have the Regular Town Board Meetings return to the 5:30 start time, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

D. Contract with North Country Assessment Services for Revaluation: Motion to approve the contract which is for the regular services through 2027 as well as a revaluation in 2024, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Schedule Open Book and Board of Review: Motion to have Open Book on May 30, 2023 from 3-5pm and Board of Review on June 6, 2023 from 4-6pm, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

F. Revised Employer Resolution to Pay Premium- ETF/ Life Insurance: Error in previous

resolution approved. Motion to approve, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

G. Accounting Administrator Job Description and Job Posting: Motion to approve both the job description and the posting, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve vouchers in the amount of \$55,564.34, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

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

IX. Minutes

A. Regular Town Board Meeting February 28, 2023: Motion to approve as submitted, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried

X. Emergency Services

A. Ambulance

1. Contract with Cvikota Medical Billing for Ambulance Billing: Not ready yet, Motion to postpone, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

XI. Public Comment B**: Town Board thanked the road crew for all their great work.

XII. Liquor & Operators Licenses

A. Temporary Class "B" License

1. Madeline Island Marathon Inc, May 20, 2023 at Joni's Beach: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Operator's License

1. Alyssa Larsen: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

XIII. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation: Nothing at this time.

B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a): Nothing at this time.

XIV. New Agenda Items for Future Meetings: Zoning report, Treasurer's report, EMS contract, Harbor Commission Designated Fund.

XV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:52pm.

Submitted by Micaela Montagne, Town Clerk.

(5)TB.TA.AA Clerk, Axb,

Public



Cvikota Medical Billing (the "Company")

Mailing: 2031 32nd Street South La Crosse WI 54601

Order Form

Effective Date: 05/15/2023

Customer Name:
(the "Customer")Madeline Island
Ambulance Service-
Town of La Pointe

Customer Invoicing Address:

270 Big Bay Road
La Pointe WI 54850

This Order Form is effective as of the date first written above (the "Effective Date"). This Order Form incorporates by this reference the terms of the Master Service Agreement (the "MSA") set forth at Online MSA and each checked agreement listed below. Customer agrees to the terms of the MSA and each checked agreement by signing this Order Form. The MSA will control over any conflicting terms in any other agreement between the parties, including this Order Form. (check all incorporated agreements that apply)

- ☒ Revenue Cycle Management Agreement
- ☒ Business Associate Agreement
- ☒ Statement of Work (Included with this Order Form)

1. SERVICES ORDERED

☒ Revenue Cycle Management

- See attached Revenue Cycle Management Statement of Work

2. TERM

This Agreement will commence on the Effective Date and terminate as provided below, unless earlier terminated by a party hereto pursuant to an applicable agreement incorporated into this Order Form. If a renewal term is indicated below, then each applicable agreement will automatically renew on the same terms and conditions for subsequent terms at the length specified below, unless either party gives notice of non-renewal to the other party at least 60 days before the end of an applicable term.

	Initial Term	Renewal Term
<input checked="" type="checkbox"/> Revenue Cycle Management	3 years	Annually thereafter

3. FEES AND PAYMENTS

☒ Revenue Cycle Management

- 10.00% of monthly collections subject to a monthly minimum of \$250.00

4. INVOICING CONTACT INFORMATION (CUSTOMER)

Invoicing Contact Person: Cynthia Dalzell

Email: mbalancedirector@townoflapointewi.gov

Direct Phone Number: 715-209-8644

Company will accept Credit Card payments either through the emailed invoice link, or we can retain the information on file for automatic payments. ACH transactions are an option as well as check payments. Please contact accounting at accounting@kovo.co to make arrangements for automated options.

Cvikota Medical Billing

CUSTOMER

DocuSigned by:

Gregory L. Noble

3/6/2023

3A711FED490D48D...

AUTHORIZED SIGNATURE

DATE SIGNED

AUTHORIZED SIGNATURE

DATE SIGNED

DRAFT

RECEIVED

MAR 24 2023

Initial dg

REVENUE CYCLE MANAGEMENT STATEMENT OF WORK

This Statement of Work (the "SOW") is made effective as of the Effective Date indicated on the applicable Order Form (the "Effective Date") and is incorporated into and forms part of the Master Service Agreement (the "MSA"), the Order Form, the Revenue Cycle Management Agreement (the "RCM Agreement") and each other agreement checked on the Order Form between the company identified in the Order Form ("Company"), and the customer identified in the Order Form ("Customer"). The MSA will control over conflicting terms with this SOW.

By signing the Order Form, Company and Customer agree as follows:

1. Company's Additional Duties. Company shall perform revenue cycle management services for the Customer's accounts receivable, derived from the delivery of professional services on and after the Effective Date (the "Accounts Receivable"). Customer hereby appoints Company as the Customer's true and lawful attorney in fact, and Company accepts such appointment for the following purposes, in addition to those purposes included in the RCM Agreement. If Company is providing the billing software, then (a) and (b) are applicable:

(a) Company shall provide electronic claim capability for electronic submission of third-party payer claims.

2. Customer's Duties. Customer shall cooperate with Company in its efforts to provide revenue cycle management services in accordance with the terms of this RCM Agreement.

(a) If Customer is coding, Customer shall perform all procedural service coding (e.g., ASA/CPT/HCMS/ICD codes) for all bills prepared relating to the Accounts Receivable. Customer shall train all providers appropriately in procedural and diagnosis coding. All coding shall be based on medical record documentation, certificates of medical necessity (where applicable) and patient diagnosis. Customer shall ensure that essential coding materials in compliance with all applicable laws shall be readily accessible to staff. Company shall arrange for a person experienced and trained in receiving the relevant coded procedures to review and discuss all claims which are presented by Customer to Company for items and services including those rejected by third-party payers for reasons pertaining to diagnosis and procedure codes. Company shall be reasonably available to discuss coding issues and provide reasonable assistance to Customer regarding such matters; provided, however, Customer shall retain the final right and responsibility to make final determinations concerning appropriate coding and Customer shall retain responsibility therefore.

(b) Customer shall provide Company with all information regarding payments received and deposits made in a timely fashion such that Company can correctly enter required information and collect amounts due Customer.

(c) Customer and Company shall share the Company Practice Management/ Electronic Medical Records system for uses fitting the responsibilities of each entity.

(d) Customer shall incur any and all costs associated with billing and collection of amounts adjudicated to patient/responsible party responsibility.

(e) Customer agrees to work with the Company in good faith to provide the Company with required information and data on a regular, timely, and consistent basis so that the Company can perform its obligations effectively. Customer further agrees to provide uninterrupted access to all systems required for Company to perform its responsibilities.

(f) Customer agrees to only use the Company for revenue cycle management services during the Term, except for the following exclusions: N/A

D R A F T

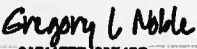
3. Additional Service Fee Provisions.

- (a) Postage for patient statements
- (b) On-line bill pay, \$1000.00 initial setup, \$750 if approved with this agreement (CLIENT initials)
- (c) Chart audits, \$50 per chart plus travel expenses
- (e) Custom reports, \$110/hour, billable in :30 increments
- (f) Fee schedule analysis, \$110/ hour, billable in :30 increments
- (g) Reimbursement analysis, \$110/hour, billable in :30 increments

4. Performance Requirements. The Customer agrees that it will begin to transmit necessary data to Company and/or complete necessary data within Customer's information system on a regular, timely, and consistent basis. If the transmission of such data does not occur, then Customer shall pay Company the minimum monthly fee of \$250.00 and Company's obligations to perform hereunder in a timely way shall be adjusted accordingly.

Acknowledgement of Receipt

Michael Kuchta

Customer Signature	Name/Title	Date
<div>DocuSigned by:  3A711FED490D48D</div>	Gregory L. Noble CEO	3/6/2023
Company Signature	Name/Title	Date

DRAFT