

MEMO

To: Town Board
From: Michael Kuchta
Re: Town Administrator's Report
DATES COVERED IN REPORT: April 7-21, 2023

1. Accomplished/Completed

- **ARPA.** I submitted the mandatory annual report to the Treasury Department on April 11. We have spent \$16,575.88, mostly to support the La Pointe Community Clinic. The remaining \$10,742.61 is designated for the housing needs assessment; that will be paid in full in the next month.
- **Hagen Road.** Ben Schram and I met April 10 with WisDOT officials and design engineers for about 2.5 hours to review the scope of work for Hagen Road resurfacing; it is possible environmental reviews will push paving back until 2025.

2. Coming Up

- **Auditors.** Baker Tilly will be on site May 1-5 to work on the 2022 audit.

3. Town Board Agenda – Information/Comments

- **Dust Abatement.** Recommendation: Approve the purchase of magnesium chloride flakes, which the Roads crew can apply on gravel roads as needed for dust abatement in 2023. This is the same treatment from the same supplier that was applied successfully last summer.
- **Sidewalk.** Board members have discussed several times extending the sidewalk from its current end point on Main Street, around the curve on Big Bay Road, toward Whitefish St. The property owners of 864 Main have signed an easement allowing installation of a sidewalk; the property owner at 197 Big Bay Road has not. If the Town Board votes to extend the sidewalk to the property line, Public Works would like to combine the work with two ADA accessibility projects:
 - Add a curb cut to the crosswalk in front of 219 Colonel Woods Ave. (see aerial map)
 - Add a sidewalk to allow wheelchair access to the Rec Center pavilion

The 2023 budget includes \$36,000 for sidewalk improvements; this level of expenditure requires a formal request for bids (RFB) with Class 2 notice.

- **Chef's Expo.** The Chamber of Commerce is asking the Town to close the north side of LeSueur and the east side of Bell Street from 4-7 p.m. This would allow greater pedestrian access and safety during the Chef's Expo on Thursday June 15.
- **Seasonal Parks employees.** Hiring motions are in your packet.
- **Airport.** The resolution, agency agreement, and assurances are identical to those you approved on March 28. The resolution lists 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.

With the properly noticed public hearing held earlier on 4/25, these actions check off the Bureau of Aeronautics requirements that are necessary before the BOA can free up more than \$1.2 million in state funding for work at Gilbert Field.

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dg

- **Planning and Zoning.** Applications are in your packet. The Town Chair intends to appoint Marie Iannazzo for the term expiring in 2024, and Dale Whittaker for the term expiring in 2025, subject to confirmation by the Town Board.
- **Electrician Contract.** This is an additional contract for a Master Electrician that Public Works can use for Town projects. It gives the Town flexibility if one vendor is not available.
- **Petition with the Wisconsin Department of Revenue.** Hearing was April 14 in Madison. Attorneys must submit briefs by May 5, then reply briefs by May 19.
- **Claim against Ashland County.** The County Board plans to meet the morning of April 25 to "disapprove" our claim. One of our attorneys, Tamara Packard, will be available to meet with the Town Board in closed session to discuss potential next steps.

4. Follow Up on Previous/Ongoing Projects

- **Affordable Housing Advisory Committee.** The committee received the final version of the housing needs assessment from Maxfield Research. Committee members are preparing a summary and, based on the report, recommendations for the Town Board.
- **Big Bay Town Park Accessibility Study.** Ben Schram and I suggested revisions to the draft, which outlines four options to replace the stairway and bridge between the bluff and the beach. We expect Cooper Engineering to deliver the final report next week.

5. Grant Report

- No updates.

6. Lawsuits/Legal Issues

- **Ashland County.** Covered in agenda.

7. Other Information

- **Accounting Administrator.** We have no applications yet for Barb Nelson's position. I expanded the search to the Wisconsin Government Finance Officers Association and Wisconsin Municipal Treasurers Association. I have also directly contacted regional CPA firms.
- **Bayfield School District.** The Building and Grounds committee continues to cost out plans to add ADA accessibility at the Island school. Work could begin this June, though 2024 is more likely.
- **City of Bayfield Parking Management Plan.** Bayfield is moving ahead with plans to create paid parking on downtown streets and publicly owned lots during the tourist season, beginning in 2024. Harbor Commission secretary Lauren Burtaux and I were part of an informational discussion on April 19. We will monitor Bayfield's plans for potential impact on employees who work on the island, on ferry operations, and on increased traffic or parking demand in La Pointe.
- **Emergency declaration.** Glenn Carlson sent emergency declaration paperwork to the county; that will make us eligible for reimbursement of costs that Town crews are incurring to repair washed out roads/culverts and to fight spring flooding.
- **Police squad.** The new Dodge Durango was delivered. Bill Defoe and Steve Adamski are working on adding or transferring necessary equipment.



TOWN OF LA POINTE

MADELINE ISLAND

240 Big Bay Road

PO Box 270

LA POINTE, WI 54850

PURCHASE AGREEMENT BETWEEN THE TOWN OF LA POINTE AND CHEMICAL INDUSTRIES (ALBERTA) INC.

The Town of La Pointe ("Town") agrees to enter into a transaction with Chemical Industries (Alberta) Inc. ("Supplier") for the following purchase. The Town and Supplier agree to these provisions:

- The Town will purchase 20 900-KG Totes of ~~and~~ Dust Magnesium Chloride Flakes.
- Price will not exceed \$31,980.00, plus \$746.00 for shipping and delivery (US dollars).
- Supplier will ship and deliver goods to Town shops, 240 Big Bay Road, La Pointe, WI 54850.
- Supplier will cover any additional incidental costs.
- Town will be billed after acceptance of quote (EXHIBIT A). Payment will be made within 30 days of delivery of goods.

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

Approved by Town Board (date): April 25, 2023

Signed:

Town Board Chair

Date

For Supplier

Date

Print name:

Attached:

Supplier quote (EXHIBIT A)

RECEIVED

APR 19 2023

Initial: dg



Chemical
Industries (Alberta) Inc.

107E - 1144 29TH AVENUE NE
CALGARY, ALBERTA
T2E 7P1
1-800-447-1437 Ext #528

QUOTATION - USA

QUOTE #	DATE
WI23-01	2023-03-08

Marketing Department

CUSTOMER INFORMATION
BEN SCHRAM
TOWN OF LAPOINTE
795 B'G BAY ROAD
LAPOINTE, WI - 54850
(715) 747-6855 - OFFICE
(715) 209-0199 - CEL
foreman@townoflapointewi.gov

DESCRIPTION
END DUST™ MAG CHLORIDE FLAKES - 20220820
900 KG PER TOTE (2000 LBS PER TOTE)
PRODUCT COLOR MAY VARY FROM WHITE TO A BROWNISH COLOR

END DUST™ MAG CHLORIDE FLAKES - 20220820
900 KG PER TOTE (2000 LBS PER TOTE)

INCLUDES SHIPPING

TAILGATE, SEYOND CARRIER CHARGES MAY APPLY

DELIVERY - 7 TO 10 DAYS

US DOLLARS

QTY	UNIT PRICE	AMOUNT
20	\$ 1,599.00	\$ 31,980.00

This quotation is not an invoice.

If you have any questions, please contact SALES DEPARTMENT - sales@chemind.com
1-800-447-1437 Ext #528

TERMS AND CONDITIONS

1. 20% Restocking fees if order is prepared and then canceled
2. We have a non refundable policy
3. Payment due 30 days upon date of invoice
4. 10% per month interest charge may apply over 60 days



TOWN OF LA POINTE
PO Box 270
LA POINTE, WISCONSIN 54850
715-747-8913

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 4/25/2023 Is this Expenditure Currently in the Budget? ☒ Y ☐ N
Person's Name Ben Schram If not, where will funds come from? _____
Budget Line Item # 100-00-53311-05 Currently in budget line item \$ 45,800.00
Project Name Dust Abatement Date Needed 4/25/2023
Purpose Purchase dust abatement chemicals for gravel roads
Amount Estimate \$ 37,000.00 Checked State Purchasing Website ☐ Y ☒ N
Date Town Board approved: _____ SDS Needed? No
Actual Cost \$ 32,726.00 Actual Purchase Date _____

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 Chemical Industries Alberta Inc. Amount \$ 32,726.00

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Sole bidder

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration ☐ YES ☐ NO
\$5,001 - Signed by Town Board ☐ YES ☐ NO Date Contract to TB _____
Publishing/posting Needed? ☒ YES ☐ NO If yes, date(s) 3/28/2023 4/4/2023

EASEMENT DETAIL

LOT 1 OF BLOCK 25 AND PART OF OUTLOT 26 ALL
IN THE ORIGINAL PLAT OF THE TOWN OF LA POINTE,
ASHLAND COUNTY, WISCONSIN

EASEMENT AREA

PART OF LOT 1 IN BLOCK 25 AND OUTLOT 28 OF THE ORIGINAL PLAT OF THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF 8TH STREET AND THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, RUN S 42°14'34" E, 1.25 FEET ON THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S 43°01'08" E, 263.83 FEET, THENCE S 34°56'43" E, 11.93 FEET, A CHORD BEARING S 34°56'43" E, 12.00 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING S 34°56'43" E, 12.00 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING S 34°56'43" E, 12.00 FEET, TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT OF WAY LINE OF MAIN STREET, THENCE ON SAID NORTH RIGHT OF WAY LINE, N 42°45'32" E, 10.03 FEET, THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, 43.18 FEET, NORTHEASTERLY, ON THE ARC OF A CURVE HAVING A RADIUS OF 100.00 FEET, AN ANGULAR DISTANCE OF 30°55'40" E AND A CHORD THAT BEARS N 09°44'40" E AND MEASURES 43.86 FEET TO THE EAST RIGHT OF WAY LINE OF 8TH STREET, THENCE ON SAID EAST RIGHT OF WAY LINE, N 42°45'32" E, 208.40 FEET TO THE POINT OF BEGINNING.

SAD PARCEL CONTAINS 816 SQUARE FEET WHICH IS 0.02 ACRE.

IT IS THE INTEND OF THIS DESCRIPTION TO DESCRIBE THAT PART OF LOT 1 IN BLOCK 25 AND OUTLOT 28 LYING 9 FEET EASTERLY OF THE BACK OF THE EXISTING CURB ON MAIN AND 8TH STREET, FROM THE END OF THE EXISTING SIDEWALK ON MAIN STREET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF WHITEFISH STREET.

CURVE TABLE

CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	38.06'	78.00'	29°04'23"	S 09°58'00" W	37.85'
C2	43.18'	80.00'	30°55'46"	N 05°44'46" E	42.88'
C2 (REC)	43.08'	80.00'	30°51'46"	N 05°50'38" E	42.57'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 42°14'34" E	1.25'
L2	S 34°55'43" W	13.05'
L3	N 42°45'36" W	10.05'
L4	N 42°37'36" W	1.11'

BEARINGS ARE BASED ON THE
WEST LINE OF BLOCK 25,
BEING N 43°24'28" E

OWNER: GENE NELSON
DOC. NO. 297393

LOT 1 BLK 25
OWNER: DAVID JOHNSON
DOC. NO. 334898

LOT 2 BLK 25

SURVEYOR'S CERTIFICATE

I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF THE TOWN OF LA POINTE, I HAVE SURVEYED AND MAPPED PART OF LOT 1 IN BLOCK 25 AND OTHER LANDS BEING PART OF OUTLOT 25 ALL IN THE ORIGINAL PLAT OF THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN;

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY.

THAT SAID SURVEY AND MAP FULLY COMPLY WITH THE PROVISIONS OF CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE; AND

THAT SAID SURVEY ~~RESULTS~~ ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

21 WISCONSIN

PETER A. NELSON



SCALE: 1 INCH = 20 FEET

LEGEND

- FOUND MONUMENT, AS NOTED
▲ SET GIN SPIKE
() RECORDED INFORMATION

ALL MONUMENT DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: TOWN OF LA POINTE

JOB NO.: N22/087
SCALE: 1 INCH = 20 FEET
JULY 19, 2022

FIELDWORK COMPLETED: 8/2/22

DRAFTED BY: P. NELSON
FILE: N/LAPONTE/DLH/
ACAD/7022_017
NB. 428 PG. 50

**NELSON
SURVEYING
INCORPORATED**

SURVEYING YOUR NECK OF THE WOODS SINCE 1884
MAP NO. 5362 ©

101 W. MAIN STREET
SUITE 100
ASHLAND, WISCONSIN 54806
(715) 682-2012
FAX (715) 682-8100

ANCE 1884
MAP

RECEIVED
JUN 10 2003

APR 20 2023

Serial: dg

EASEMENT AREA

PART OF LOT 1 IN BLOCK 25 AND OUTLOT 26 OF THE ORIGINAL PLAT OF THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF 8TH STREET AND THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, RUN S 42°14'34" E, 1.25 FEET ON THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET. THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, S 43°01'09" W, 253.63 FEET. THENCE S 34°59'43" W, 13.93 FEET. THENCE 38.06 FEET, SOUTHWESTERLY, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 29°04'23" AND A CHORD THAT BEARS S 05°56'09" W AND MEASURES 37.65 FEET TO THE NORTH RIGHT OF WAY LINE OF MAIN STREET. THENCE ON SAID NORTH RIGHT OF WAY LINE, N 42°46'36" W, 10.03 FEET. THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE, 43.18 FEET, NORTHEASTERLY, ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 30°55'40" AND A CHORD THAT BEARS N 05°44'46" E AND MEASURES 42.66 FEET TO THE EAST RIGHT OF WAY LINE OF 8TH STREET. THENCE ON SAID EAST RIGHT OF WAY LINE, N 43°24'26" E, 268.49 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 818 SQUARE FEET WHICH IS 0.02 ACRE.

IT IS THE INTEND OF THIS DESCRIPTION TO DESCRIBE THAT PART OF LOT 1 IN BLOCK 25 AND OUTLOT 26 LYING 5 FEET EASTERLY OF THE BACK OF THE EXISTING CURB ON MAIN AND 8TH STREET, FROM THE END OF THE EXISTING SIDEWALK ON MAIN STREET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF WHITEFISH STREET.



Document Number

**GRANT OF PERPETUAL EASEMENT FOR
SIDEWALKS**

WHEREAS, David G. Johnson and Michael S. Rasmus are the owners of the following described parcel (the "Johnson Parcel):

Lot One (1), Block Twenty-five (25), Plat of the Village of LaPointe, Town of LaPointe, Ashland County, Wisconsin, LESS a parcel of land for road right of way purposes described as follows: Beginning at the masonry nail marking the Northwest corner of said Lot 1, Block 25; thence East 32 feet along the North line of said Lot 1; thence Southwest along an arc with a radius of 80 feet to a point on the West line of said Lot 1; thence North 26 feet, more or less, along the West line of said Lot 1 to the point of beginning

WHEREAS, Gene Nelson is the owner of the following described parcel (the "Nelson Parcel"):

Part of Outlot Twenty-six (26) lying between Block Twenty-five (25) and Whitefish Street, Plat of the Village of LaPointe, Town of LaPointe, Ashland County.

WHEREAS, the Town of LaPointe (the "Town") is seeking to construct a sidewalk along Big Bay Road, a portion of which would be located on the Johnson Parcel and the Nelson Parcel, and

WHEREAS, Johnson, Rasmus, and Nelson (collectively "Grantors") have agreed to grant the Town a perpetual easement for the construction of said sidewalk.

NOW, THEREFORE, the undersigned Grantors, do hereby grant, issue and convey to the Town of LaPointe, as Grantee, its heirs, successors and assigns, the right, privilege, and easement to construct and maintain a sidewalk on Grantors' property. The Town will make reasonable efforts to put in place as much of the sidewalk as possible within the town right of way, but in places the location of that right of way is either difficult or expensive to establish. Therefore, the Grantors convey the following Easement Area for said sidewalk:

Part of Lot 1 in Block 25 and Outlot 26 of the original plat of the Town of La Pointe, Ashland County, Wisconsin, described as follows:

Beginning at the intersection of the East right of way line of 8th Street and the South right of way line of Whitefish Street, run S 42°14'34" E, 1.25 feet on the South right of way line of Whitefish Street. Thence leaving said South right of way line, S 43°01'09" W, 253.63 feet. Thence S 34°59'43" W, 13.93 feet. Thence 38.06 feet, Southwesterly, on the arc of a curve to the left, having a radius of 75.00 feet, a central angle of 29°04'23" and a chord that bears S 05°56'09" W and measures 37.65 feet to the North right of way line of Main Street. Thence on said North right of way line, N 42°46'36" W, 10.03 feet. Thence leaving said Northeasterly right of way line, 43.18 feet, Northeasterly, on the arc of a curve to the right, having a radius of 80.00 feet, a central angle of 30°55'40" and a chord that bears N 05°44'46" E and measures 42.66 feet to the East right of way line of 8th Street. Thence on said East right of way line, N 43°24'26" E, 268.49 feet to the point of beginning.

Said parcel contains 818 square feet which is 0.02 acre.

It is the intent of this description to describe that part of Lot 1 in Block 25 and Outlot 26 lying 5 feet Easterly of the back of the existing curb on Main and 8th Street, from the end of the existing sidewalk on Main Street to the Southwesterly right of way line of Whitefish Street and Outlot 26 lying 5 feet Easterly of the back of the existing curb on Main and 8th Street, from the end of the existing sidewalk on Main Street to the Southwesterly right of way line of Whitefish Street.

The easement hereby granted shall be appurtenant to, benefit and run with the land as to the aforesaid real property. Signatures are on subsequent pages.

Recording Area

Name and Return Address
Attorney Max T. Lindsey
Anich, Wickman & Lindsey, S.C.
220 6th Avenue West
PO Box 677
Ashland, WI 54806

014-00415-0000

014-00470-0500

Parcel Identification Number (PIN)

ACKNOWLEDGMENT

Dated: 09/16/2022

[Signature]
David G. Johnson

[Signature]
Michael S. Rasmus

STATE OF Wisconsin

COUNTY OF Ashland

Personally came before me this 16th day of September, 2022, the above named David G. Johnson and Michael S. Rasmus, to me known to be the person(s) who executed this document and acknowledged the same.

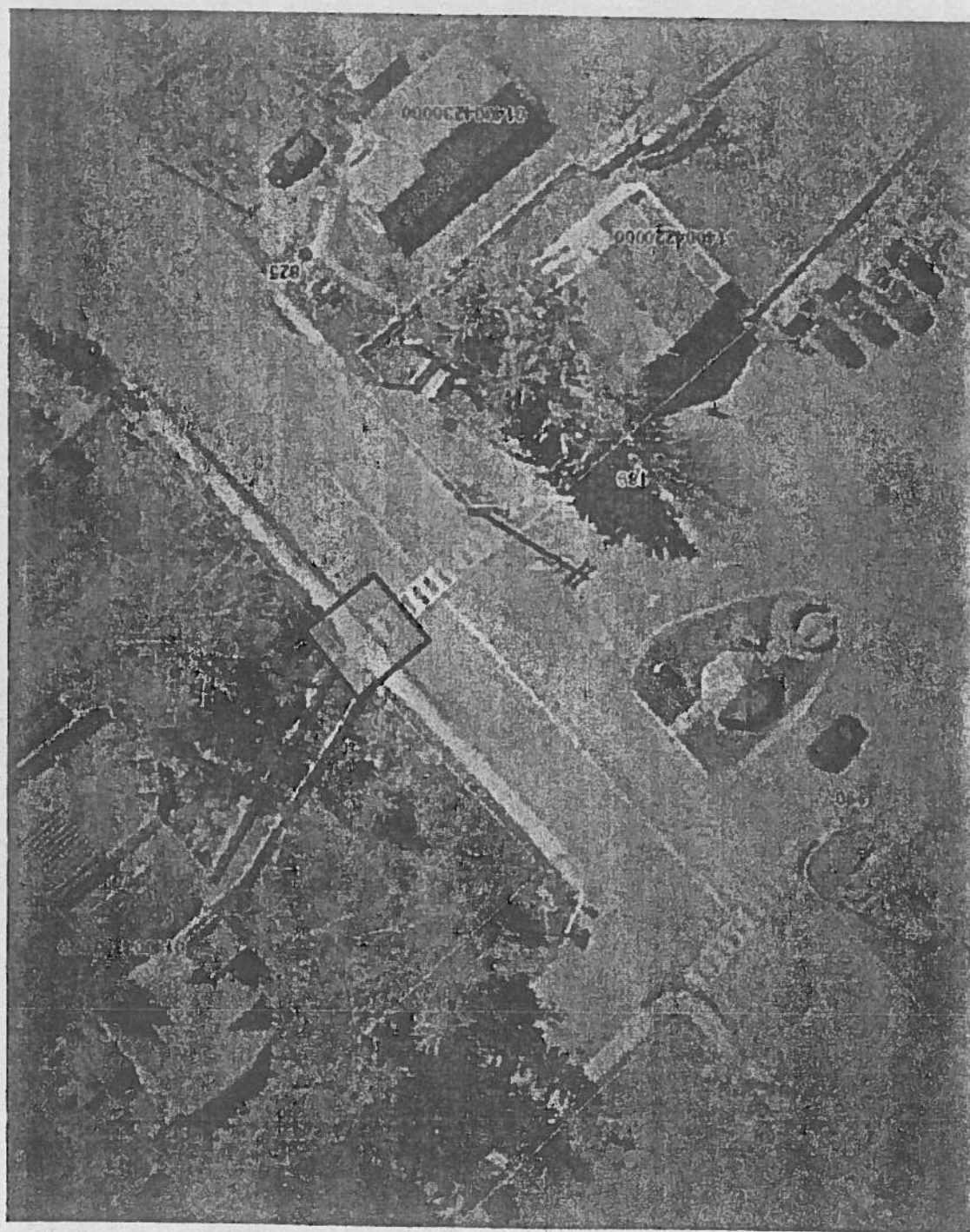
[Signature]

* Barbara L. Nelson

Notary Public, State of Wisconsin

My commission expires August 23, 2023





MOTIONS TO HIRE EMPLOYEES

TOWN BOARD MEETING DATE: April 25, 2023

Department: Public Works

1. *I move to hire Logan Neveaux as Parks #2 at \$17.00 per hour. This full-time temporary position is scheduled to begin May 17, 2023 and end Sept. 22, 2023.*
2. *I move to hire Sarah Hannam as Camp Host #2 at \$17.25 per hour. This full-time temporary position is scheduled to begin May 22, 2023 and end Sept. 7, 2023.*

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APR 19 2023

Initial: dg

**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 April 25, 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 April 25, 2021, 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
Bureau of Aeronautics

(Date)

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
Title: Town Chair

Name
Title: Airport Manager

Date

Date

W:\Airports\ Major Gilbert Field \Petition\01-234R5res.docx

104dev/r.05/06/2014

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

Date: 4/20/23

To: Town Board

From: Dorgene Goetsch, Clerical Assistant

Re: Appoint members to Town Plan Commission (TPC)

There are 2 opening on the Town Plan Commission due to the resignations of Mike Starck, term ending 4/30/24 and Samantha Dobson, term ending 4/30/25.

I posted for members needed from 4/7/23 to 4/20/23, the following people signed up.

Clayton Douglas
Dale Whittaker
David Ehlen
Marie Iannazzo

Supporting documents are attached.

Thank you,

Current Member List

TOWN PLAN COMMISSION

Established for the purpose of promoting compatible development, aesthetics, stability of property values and to prevent impairment of depreciation of existing developments.

3 Year Staggered Terms, 5 Members, established under WI Stats Section 60.62.

Official Oath to be taken within five (5) days of receiving notice of appointment as per WI Stat Section 19.01 and 60.31.

TOWN PLAN COMMISSION MEMBERS:

Name:	Term Expires:
Suellen Soucek, Chair	April 30, 2024
OPEN	April 30, 2024
OPEN	April 30, 2025
Jim Peters	April 30, 2026
Paul Wilharm	April 30, 2026



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

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

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

☐ Affordable Housing Advisory Committee
☐ Election Board *
☐ Madeline Island Public Library Board
☒ Town Plan Commission*
☐ Zoning Board of Appeals *

☐ Board of Review (alternate)*
☐ Energy Committee
☐ Public Arts Committee
☐ Winter Transportation Committee
☐ Other: _____

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

2. Personal Information

Clayton Douglas

Name (please print)

PO box 486 LaPointe Wisconsin 54850

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time ☒ Seasonal _____ Other _____

3. Have you served on any other Town boards/committees in the past? YES _____ NO ☒

If yes, what boards or committees?

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

I feel that year round local businesses need to be better represented on the TPC and affordable hous

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

I've been a full-time resident of Madeline Island for 20 years and have started and run two profitable

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

Clayton Douglas

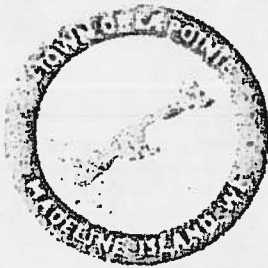
Print Name

Signature

3/9/23

Date

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MAR 15 2023



TOWN OF LA POINTE, MADELINE ISLAND

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☐ Energy Committee
☐ Public Arts Committee
☐ Winter Transportation Committee
☐ Other: _____

*Members receive compensation for meeting attendance

** Members receive monthly compensation

2. Personal Information

Dale Whittaker

Name (please print)

P.O. Box 627, LaPointe, WI 54850 (1596 N Shore Rd)

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time ☒ Seasonal ☐ Other ☐

3. Have you served on any other Town boards/committees in the past? YES ☒ NO ☐

If yes, what boards or committees?

Zoning Board of Appeals

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

I would like to contribute to continuing the sustainable progress of the island as envisioned by the community in the newest comprehensive plan.

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

I am a year around resident with experience balancing competing stakeholder needs in a way that allows for sustainable progress.

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

Dale Whittaker

Print Name

Dale Whittaker

Signature

Digitally signed by Dale Whittaker
Date: 2023.03.28 18:48:20 -05'00'

3/28/2023

Date

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MAR 28 2023

Back Page
Town Planning Commission Application
Dale Whittaker

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

I would like to contribute to continuing the sustainable progress of the island as envisioned by the comprehensive plan. I was recently appointed to the Zoning Board of Appeals and have had high interest in affordable housing and the comprehensive plan. I am interested in the TPC as a democratic tool for actualizing the comprehensive plan over the long run in a way that balances individuality with the long-term good of the collective island community.

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

I am a year around resident with experience balancing competing stakeholder needs. I have the perspective of a tax-payer, a remote worker, and a community member for the past 4 years. Before coming to the island I was a university president – role that oversees something like a town (power, housing, facilities, safety, master plan, sustainability) among stakeholders with very different needs (students, faculty, politicians, philanthropists, athletic boosters, alumni, local community). I found that being honest, transparent, acknowledging different differences, and a strong governance process were key to continuous progress and not getting bogged down in gridlock. I also found that strong, transparent processes kept one voice from dominating or one dissenter from stopping progress. I care about continuously moving toward a future where islanders, island businesses, island economy, and our island natural environment increasingly thrive.

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TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

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☐ Board of Review (alternate)*
☐ Energy Committee
☐ Public Arts Committee
☐ Winter Transportation Committee
☐ Other: _____

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

2. Personal Information

David C Ehlen

Name (please print)

Box 142 La Pointe, WI. 54850. 674 Fishermans Lane

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time _____ Seasonal ☒ Other _____

3. Have you served on any other Town boards/committees in the past? YES _____ NO ☒

If yes, what boards or committees?

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

PLEASE SEE ATTACHED SHEET

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

PLEASE SEE ATTACHED SHEET

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

David Ehlen

Print Name

David C Ehlen

Signature

4/14/2023

Date

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

I feel a deep sense of obligation to contribute to the town and community that has been a special part of our family for 65 years. I believe that balanced, representative solutions are required to help support the growth and long-term sustainability of the Island. To this end, the Town Plan Commission offers the citizens of La Pointe a structure to come together and collaboratively develop ideas and recommendations that serve the community.

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

In addition to being a long-term La Pointe resident, I am the founder and Managing Director of a management advisory firm. For over 20 years I have led strategic planning and transformation programs for a broad set of businesses and public agencies. Currently, I serve as an Executive Advisor to The Oregon Tourism Commission. In this role, I work directly with the agency leaders addressing the challenges and opportunities that popular vacation destinations face. Complex issues like sustainable tourism, affordable housing, destination management and resident prosperity are familiar topics that require practical and balanced solutions. I am eager and excited to contribute my experience and ideas as a cooperative and collaborative member of the Town Plan Commission. I would be honored to serve the community in this capacity, supporting the long-term vision for La Pointe and Madeline Island.



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☐ Energy Committee
☐ Public Arts Committee
☐ Winter Transportation Committee
☐ Other: _____

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

2. Personal Information

Marie Iannazzo
Name (please print)

PO Box 339 La Pointe, WI 54950
Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time ☒ Seasonal ☐ Other ☐

3. Have you served on any other Town boards/committees in the past? YES ☒ NO ☐

If yes, what boards or committees?

AHAC

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

I have a genuine interest and deep desire to improve upn and support the longevity of La Pin

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

I'm an open-minded, involved, and active member of this community. As a member of the AHAC I've only reached the beginning of my journey in serving Madeline Island. I plan to listen

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

Marie Iannazzo
Print Name

Signature

4/18/23
Date

and lead using my best judgment. ~~and~~
I plan to research, learn, and implement
new strategies to support La Pointe and
its community. My eagerness to participate
and provide fresh ideas are what make
my candidacy a great fit.

Thanks for considering!

(W)TB, TA, AA, Clerk
Tres. Public**2023 Town Board Budget Condensed Summary Report**

TB Approved 12/14/2022

Includes Amend #1**REVENUES:**

	Approved 2023 budget	2023 Amended Budget	2023 Actual Accrual	2023 Budget Remaining	2022 Actual Cash Acct
All Taxes:	\$ 2,076,034	\$ 2,076,034	\$ 1,913,841	\$ 162,193	\$ 1,065,871
Intergovernl Revenues:	\$ 238,238	\$ 238,238	\$ 41,995	\$ 196,243	\$ 38,649
Licenses & Permits:	\$ 48,067	\$ 48,067	\$ 7,938	\$ 40,130	\$ 5,134
Fines/Forfeitures:	\$ 2,600	\$ 2,600	\$ 730	\$ 1,870	\$ 1,700
Public Services Chrgs:	\$ 464,602	\$ 464,602	\$ 173,812	\$ 290,790	\$ 158,225
Intergovernl Chrgs:	\$ 37,000	\$ 37,000	\$ 16,232	\$ 20,768	\$ 41,385
Misc. Revenue:	\$ 109,660	\$ 109,660	\$ 26,910	\$ 82,750	\$ 277
Other Fin. Sources:	\$ 1,386,244	\$ 1,533,447	\$ -	\$ 1,533,447	\$ -
TOTAL REVENUES:	\$ 4,362,445	\$ 4,509,648	\$ 2,181,458	\$ 2,328,190	\$ 1,311,241

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EXPENDITURES

	Approved 2023 budget	2023 Amended Budget	2023 Actual Accrual	2023 Budget Remaining	2022 Actual Cash Acct
General Government	\$ 738,175	\$ 758,175	\$ 162,925	\$ 595,250	\$ 128,398
Public Safety:	\$ 703,702	\$ 820,405	\$ 177,671	\$ 642,734	\$ 151,800
Public Works:	\$ 851,014	\$ 851,014	\$ 168,097	\$ 682,916	\$ 228,632
Health & Human Services:	\$ 44,199	\$ 44,199	\$ 4,020	\$ 40,179	\$ 2,198
Culture, Parks & Rec:	\$ 432,295	\$ 432,295	\$ 67,961	\$ 364,334	\$ 69,069
Conservation & Devel:	\$ 43,628	\$ 43,628	\$ 8,240	\$ 35,388	\$ 26,137
Capital Outlay:	\$ 1,085,687	\$ 1,096,187	\$ 47,798	\$ 1,048,388	\$ 62,524
Debt Service:	\$ 424,195	\$ 424,195	\$ 34,643	\$ 389,553	\$ 48,113
Other Financing Needs:	\$ 39,550	\$ 39,550	\$ -	\$ 39,550	\$ -
TOTAL EXPENDITURES:	\$ 4,362,445	\$ 4,509,648	\$ 671,355	\$ 3,838,292	\$ 716,871

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(*) Approved reports for 2023 at 100% - 0.00

0.00

0.00

0.00

2023 Actuals & Comparisons to 2022 Actuals

2023 Actuals & Comparisons to 2022 Actuals		Change			
Year to Date	March 2023 to March 2022	2023	2022	2023 from 2022	UP
REVENUES:		\$2,181,458	\$1,311,241		\$870,217
(excludes Other Financings Sources - borrowing, transferred designated funds)					favorable
		✱ Accrual reports 100% RE Taxes ✱			
All Tax collections (timing)		\$1,913,841	\$1,065,871	\$847,970	Accrual reports 100% RE Taxes
Collection % of Town's tax levy		100.0%	58.6%		
Transportation aids, state funding, Grants		\$41,995	\$34,101	\$7,894	additional state aids
BBTP Campground, shelters, NMV		\$62,861	\$61,640	\$1,221	
Airport, Docks & Harbor Fees, revenues		\$90,126	\$82,129	\$7,997	billing/deposit timing
Zoning Permits, Parking tickets, licenses, Ambulance		\$16,502	\$9,034	\$7,468	billing/deposit timing
MRF Fees, sales		\$11,763	\$11,259	\$504	
Misc Revenue		\$1,772	\$997	\$775	
County & Intermunicipal re-imbursements		\$16,232	\$41,385	(\$25,153)	no PD funds
Misc leases, property sales, interest, contributions		\$26,286	\$277	\$26,009	tower lease, interest, refunds

	2023	2022	Change	UP
EXPENDITURES:	\$636,713	\$668,758		(\$32,045)
<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>				<i>favorable</i>
General Government	\$162,925	\$128,398	\$34,527	
UP Legal fees, personnel & related, room tax payment, computers			<i>un-favorable</i>	
DOWN Auditor, insurances (<i>recode timing</i>)				
Law Enforcement	\$92,632	\$73,260	\$19,372	
UP Personnel and related, training			<i>un-favorable</i>	
DOWN Legal, vehicle				
Fire Dept.	\$33,416	\$32,668	\$748	
UP: Length of Service, truck maintenance, rescue			<i>un-favorable</i>	
DOWN Compensation (<i>none submitted</i>), equipment & repairs				
Ambulance Service	\$51,623	\$45,872	\$5,751	
UP Compensation, equipment, supplies, billing, education			<i>un-favorable</i>	
DOWN Work Comp - timing/accruals				
Roads	\$119,352	\$168,510	(\$49,158)	
UP Fuels, parts			<i>favorable</i>	
DOWN Labor (<i>shifted to other depts</i>), no Winter Transportation/Ice Road				
Airport	\$12,329	\$15,440	(\$3,111)	
UP General maintenance			<i>favorable</i>	
DOWN Town labor, accruals				
DOCK/HARBOR	\$6,025	\$2,370	\$3,655	
UP Town labor, electric, repairs			<i>un-favorable</i>	
DOWN				
MRF	\$30,391	\$42,312	(\$11,921)	
UP Equipment repairs/maintenance, supplies, utilities			<i>favorable</i>	
DOWN Personnel & insurance				
Library	\$51,452	\$52,433	(\$981)	
MI Public Library Board handles			<i>favorable</i>	
ZONING & PLANNING/ad hoc COMMITTEES	\$8,240	\$26,137	(\$17,897)	
UP <u>Zoning</u> : Wages, general office expenses			<i>favorable</i>	
DOWN <u>Ad hoc committees</u> : Switched end of 2022 to designated funds reduction of \$17,455				
DOWN <u>Zoning</u> : Legal				
Capital Outlays	\$47,798	\$62,524	(\$14,726)	
DOWN Purchases			<i>favorable</i>	
2023 Gravel Installment	\$31,500	\$31,500		
2023 Town Hall accounting software	\$6,500	\$9,100		
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			
2023 Town Local Roads	\$33	\$0		
2022 Rec Center Bathrooms remodel	\$0	\$3,025		
2022 Town Dock Shelter	\$0	\$12,923		
2022 Snow Removal Equip bldg	\$0	\$5,976		
Capital Before ESB Project	\$46,268	\$62,524		

2023 Town Board Designated Funds Breakdown

2023
Budgeted
Yr end Bal

	<u>Mar-23</u>	<u>Feb-23</u>	<u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24	24	0	24
Town Admin:Cell Tower Funds	450,098	500,098	(50,000)	500,098
			- transfer to Harbor	
Legal Defense Fund	200	0	200	0
			+ donation	
ZONING (Fire # Project)	40,352	40,352	0	40,352
LAW ENFORCEMENT:	68,831	68,831	0	26,045
FIRE DEPARTMENT:	100,372	100,372	0	73,006
AMBULANCE:	80,359	75,601	4,758	66,595
			+ accrual of class exp billings	
ESB RECOVERY FUND (Donations)	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	607,383	607,383	0	0
ESB Insurance Contents	39,320	39,320	0	7,362
AIRPORT EXTENSION/EXPANSION:	8,334	8,334	0	8,334
MATERIAL RECOVERY FACILITY:	5,000	5,000	0	5,000
PARKS:	48,996	46,496	2,500	43,176
			+ bench donation	
REC CENTER:	5,494	5,494	0	5,494
General Recreation Center, Softball fund				
CEMETERY FUND	9,432	11,932	(2,500)	11,932
			- accrual 2022 transfer	
WINTER TRANSPORTATION FUND:	13,634	6,021	7,613	16,659
			+ Bayfield contrib - expenses	
ENERGY COMMITTEE FUND:	546	546	0	2,546
COMM PLAN STEERING FUND:	7,676	7,676	0	3,337
AFFORDABLE HOUSING FUND:	14,340	24,340	(10,000)	14,500
			-expenses	
PUBLIC ARTS COMM FUND:	4,101	4,101	0	401
COMMUNITY AWARDS FUND:	243	261	(18)	268
HARBOR COMMISSON FUND:	57,108	24,015	33,093	0
			-expenses + Town transfer	
LIBRARY:	99,696	98,225	1,471	83,134
MI Cof COMMERCE/FIREWORKS:	23,004	22,879	125	19,719
TOTAL DESIGNATED FUNDS:	\$1,684,542	\$1,697,300	(12,758)	\$927,982

Donations made by Corporations, Businesses, Foundations

Through 3/31/2023 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:

3/12/2023 Rogers, Peter

\$200.00 Legal Defense Fund - A Cty
Coded to Legal Designated Fund

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 La Pointe Construction (the "Contractor").

RECITALS

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

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

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

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

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

2. **Payment.** In full consideration for the Contractor providing the Town with the services described herein, the Town will pay the Contractor \$80 per hour. Payment will be made within 30 days upon receipt of an itemized invoice. Contractor agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Town will not deduct such taxes from any payments to the Contractor.

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

3. **Dates of Service.** The services provided for herein shall be provided between 4/25/2023 and 12/31/2024.

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

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

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

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

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

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

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

6. Workmanlike Manner. The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract. The Contractor agrees to perform the Services to the satisfaction of the Town during the term of this agreement.

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

7. Warranty. The Contractor warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Town: Administrator, Town of La Pointe
PO Box 270, La Pointe, WI 54850
715-747-6913
administrator@townoflapointewi.gov

To the Contractor: Troy Nelson
La Pointe Construction
PO Box 599, La Pointe, WI 54850
lapointeconstruction@gmail.com

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

March 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$138,662.49</u>
<u>Harbor Commission</u>	<u>\$16,015.50</u>
<u>Library Board Approved Claims</u>	<u>\$7,389.61</u>
Total of All Alternative Claims:	\$162,067.60

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APR 17 2023

Initial: dg

4/2/2023

ALTERNATIVE CLAIMS 2023**March 2023**

Date	Payable to Who	Check #	Amount	Description
3/8/2023	Northern State Bank	81978	11,547.53	Loan Payment #51/#80
3/9/2023	Baxter, Aimee'	81971	85.00	PR#5 Ending 03/04/2023
3/9/2023	Baxter, Aimee' L.	81972	369.40	PR#5 Ending 03/04/2023
3/9/2023	Brummer, Charles	81973	117.02	PR#5 Ending 03/04/2023
3/9/2023	Brummer, Paul	81974	117.02	PR#5 Ending 03/04/2023
3/9/2023	Eldred, Timothy	81975	221.96	PR#5 Ending 03/04/2023
3/9/2023	Romundstad, Nancy	81976	75.00	PR#5 Ending 03/04/2023
3/9/2023	Taylor, Leonora	81977	75.00	PR#5 Ending 03/04/2023
3/9/2023	Payroll Batch ACH direct deposits	EFT#174258222	29,995.98	PR#5 Ending 03/04/2023
3/9/2023	EFTPS - Federal Deposit	EFT#91638418	8,799.16	PR#5 Federal PR taxes
3/9/2023	WI Dept of Revenue	EFT#766930848	1,802.56	PR#5 State PR taxes
3/9/2023	Employer/Deferred Comp	EFT#1073561970	150.00	PR#5 Employee contributions
3/15/2023	Dept of Employee Trust Funds	EFT#9806432	21,543.24	April health ins & March PD back
3/16/2023	WI Dept of Revenue	EFT#75240864	1,047.81	Feb sales & use tax
3/23/2023	Wiltz, Joseph	82027	793.57	PR#6 Ending 03/18/2023
3/23/2023	Payroll Batch ACH direct deposits	EFT#2424370158	35,140.10	PR#6 Ending 03/18/2023
3/23/2023	EFTPS - Federal Deposit	EFT#1077722164	9,718.20	PR#6 Federal PR taxes
3/23/2023	WI Dept of Revenue	EFT#646725536	1,891.39	PR#6 State PR taxes
3/23/2023	Employer/Deferred Comp	EFT#348623624090	150.00	PR#6 Employee contributions
3/30/2023	Xcel Energy	EFT#621	3,945.55	Energy - 3/12/2023
3/30/2023	Wisconsin Retirement System	EFT#283238	11,077.00	March retirements

MARCH 2023 TOTAL:**\$138,662.49***ah*

ALTERNATIVE CLAIMS 2023**Harbor Commission****March 2023**

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Harbor Commission approved		16,015.50	
3/2/2023	Amundsen Davis, LLC	81968	4,189.00	January 2023 Legal fees
3/10/2023	Pinnacle Marine Corporation	81979	4,875.00	Fleet Valuation
3/30/2023	Amundsen Davis, LLC	82049	501.50	Feb 2023 legal fees
3/30/2023	Kuchta, Michael	82050	6,450.00	RAISE grant writing

MARCH 2023 TOTAL:**\$16,015.50**
*OK***\$0.00**

ALTERNATIVE CLAIMS 2023

MI Library

March 2023

Date	Payable to Who	Check #	Amount	Description
3/21/2023	Library Board approved vouchers		7,389.61	
3/22/2023	Bayfield Ace Hardware	82018	103.06	Cleaning supplies
""	Bayfield Lumber	82019	70.00	Forklift Classroom
""	Cardmember Services (LS)	82020	229.64	Adobe, Bark, Cricut
""	Island Air	82021	200.00	Library furnance
""	Junior Library Guild	82022	220.68	Children Book
""	Madeline Island Ferry Lines	82023	143.25	Feb charges
""	New York Times	82024	96.00	Sundays by mail
""	Northern Waters Library Service	82025	6,141.35	Merlin,BadgerNet,WiscNet
""	Norvado, Inc.	82026	185.63	Library March

MARCH 2023 TOTAL:

\$7,389.61

\$0.00

MI Public Library Board approved

Treasurer's Cash Summary as of March 31, 2023

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

		Balance Forward	Deposits	With- Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,278,896.53	\$ 91,913.32	\$ (235,074.85)	\$ 467.62		\$ 13,838.96	\$ 1,150,041.58
Designated	167668	\$ 1,702,068.27			\$ 1,440.17		\$ (14,838.96)	\$ 1,688,669.48
Sect. 125	3150485	\$ 23,402.69		\$ (1,182.85)			\$ 1,000.00	\$ 23,219.84
Tax	3142004	\$ 12,670.78			\$ 10.76			\$ 12,681.54
Library Savings		\$300.58			\$ 0.05			\$ 300.63
Totals		\$ 3,017,338.85	\$ 91,913.32	\$ (236,257.70)	\$ 1,918.60	\$ -	\$ -	\$ 2,874,913.07

Bank Reconciliation			
Reported Bank Balance	\$ 2,929,011.96	Available Cash	\$ 1,150,041.58
Deposits in Transit		Tax Transfer	
Interest in transit		Deposits	\$ 20,215.70
Subtotal		Checks	\$ (115,965.08)
Less Outstanding Checks	\$ (54,098.89)	Vouchers	
Checkbook Balance	\$ 2,874,913.07	Library Vouchers	
		Total Avail. Cking Account	\$ 1,054,292.20

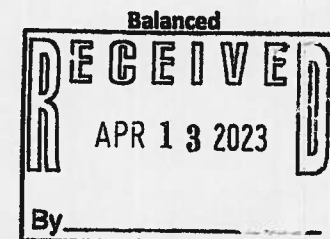
Treasurer's Report \$ 2,874,913.07
Variance \$ -

Balanced Balance 03/31/2022 \$1,383,002
 outstanding PO \$ (608,170.36)

prepared by Carol Neubauer
14-Apr-23

Accounting Program Totals:	
General Funds	\$ 1,150,041.58
Designated Funds	\$ 1,688,669.48
Tax Account	\$ 12,681.54
Section 125	\$ 23,219.84
Library Savings	\$ 300.63
TOTAL	\$ 2,874,913.07

Treasurer's Report \$ 2,874,913.07
Variance \$ -



TB(S) TA, AA, Clerk.
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY APRIL 11, 2023
5:30 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: Samantha Dobson, Charley Brummer, Elizabeth Ellis
Called to Order: 5:00pm

I. Public Comment A*: John Carlson thanked voters for voting for him the last 8 years. Glenn Carlson thanked John Carlson for his service as a Town Board member (this is John's last regular Town Board meeting).

II. Open Bids: Dust Abatement: One bid received from Chemical Industries Inc for a total of \$31,980 plus \$746 ferry.

III. Administrative Reports

- A. Town Administrator's Report: prepared by Michael Kuchta: \$1500 in donations have been received for the legal fund. Discussion on some gutter issues at the Emergency services building.
 - B. Public Works Director's Report: Prepared by Ben Schram
 - C. MRF Supervisor's Report: Prepared by Martin Curry
 - D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm
 - E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer
 - F. Accounting Administrator's Report: Prepared by Barb Nelson
 - G. Police Chief's Report: prepared by William Defoe
 - H. Fire Chief's Report: Prepared by Rick Reichkitzer
 - I. Ambulance Director's Report: Prepared by Cindy Dalzell
- Reports for March 2023 placed on file by Unanimous Consent.

IV. Public Works

- A. Roads, Dock and Harbor
- B. Parks

1. Hire Camp Host #1: Motion to hire Rand Moore at \$17.25/ hour from 5/19/23 to 10/9/23, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
2. Hire Campground Assistant: Motion to hire Fern Langenberger at \$14.24/ hour from 5/19/23 to 10/9/23, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
3. Hire Parks #1: Motion to hire Evans Mealman at \$20.50/ hour from 5/15/23 to

9/22/23, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

C. Materials Recovery Facility (MRF)

1. Hire MRF Transportation Specialist: Motion to hire Michael Haben at \$28/hour starting 4/12/23 with a maximum of 30 hrs/week, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

D. Airport

1. Schedule Public Hearing for Petition to Secretary of Transportation for Airport Improvement Aid: The last public hearing did not have the required amount of posting time. Motion to have the public hearing on April 25, 2023 at 5:00pm, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

V. Committees

A. Planning and Zoning

1. Appoint Two Members to the Town Plan Commission for Terms Ending 4/30/26: Motion to ratify the appoint Jim Peters and Paul Wilharm by Glenn Carlson, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
2. Two Resignations from the Town Plan Commission: Motion to accept the resignation of both Samantha Dobson and Mike Starck and thank them for the service (sign-up sheets will be posted), S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
3. Certified Survey Map, David Ehlen: Lot 1 of CSM No. 652 recorded in volume 4 of CSM on pages 185-187 as document No. 836862 and all other lands located in government lot 2 of section 20, T50 N. R. 3 W: Motion to approve as recommended by the TPC, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

VI. Town Hall Administration

- A. 2022 Annual Financial Report: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- B. Personal Property Tax on Short Term Rentals: The Town cannot eliminate the tax, so it stays. The Town Board is hoping that the Treasurer and the Zoning Administrator can work to collect on all short-term rentals.
- C. Resolution #2023-0411: Amending the 2023 Fee Schedule Resolution 2022-1213: Motion to approve (changes include airport nightly tie down fees and impound hauling fee), M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve vouchers in the amount of \$51,771.34, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

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

IX. Emergency Services: Nothing.

X. Public Comment B: None.**

XI. Liquor & Operators' Licenses

A. Temporary "Class B" License

1. Madeline Island Wilderness Preserve May 27, 2023, at Madeline Island School of the Arts: Motion to approve, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

XII. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation: Hearing on April 14, 2023.

B. Claim against Ashland County pursuant to WI Statute §93.80(1d)(a): no updates

C. Writ of Mandamus: no updates

XIII. New Agenda Items for Future Meetings: dust abatement contract, airport resolutions, possible special event permit for Chef's Expo, hiring rest of summer staff, TPC appointments.

Another thank you to John Carlson for his time served as Town Board Supervisor.

XIV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:03pm.

Submitted by Micaela Montagne, Town Clerk.