

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: May 5-19, 2023

1. Accomplished/Completed

- See below.

2. Coming Up

- WTA county unit meeting. Monday May 22, 7 p.m., Pilsen.
- Chamber of Commerce annual meeting. Wednesday May 24, 4:30 p.m., The Pub.
- Gazette deadline. June 3.

3. Town Board Agenda – Information/Comments

- Ben Schram vacation hours. Ben has 33 unused hours; he is requesting an extension until May 2, 2024.
- Big Bay Road sidewalk. The draft RFP seeks a contractor to install the sidewalk along Parcel 014-00415-000. Proposals would be due on June 12, and a contract submitted to you on June 27.
- Hagen Road design engineering contract. The contract between the Town, the State and Cooper Engineering is \$90,455.15; the Town's 20% share would be \$18,091.03, barring amendments or cost overruns. This is significantly below WisDOT's original estimate for the work (\$247,841.50), which anticipated additional right-of-way work that likely is not necessary.
- Airport. A renewal lease for Lot 8, through 2032, is available for approval.
- BBTP Feasibility Study. On May 9, you agreed to discuss whether you agree on a preferred option from the Cooper Engineering report.
- Dog Park
 - Conditional use permit. Please confirm that you authorize the Zoning Administrator to file a conditional use application for a dog park on Town-owned parcel 014-00467-0200. The land where a dog park is proposed (beyond the outfield fence of the ballfield) is zoned "Town Park District." The Plan Commission classifies a dog park as a "recreational facility." Under the Zoning Ordinance, a recreational facility requires a conditional use permit in that zoning district.
 - Conditional use fee waiver. Section 7.2.B of the Zoning Ordinance states: "Applications originated by the Town shall be exempt from the application fee." Please confirm that you are willing to waive the \$750 application fee for a dog park CUP.
 - Lease. If you decide the Town will require a lease or memorandum of understanding with dog park operators, please authorize the Town Administrator or other Town staff to negotiate such an agreement, ultimately subject to Town Board approval.
- Zoning Board of Appeals. You postponed an appointment to allow for additional posting time. No new applicants have come forward.
- Winter Transportation Committee. Resolution 2015-0825, which reauthorized the committee, allows for "two (2) designated representatives of the Bayfield School District" and states further: "the representatives of the Madeline Island Ferry Line and the Bayfield School District may be nominated by the ferry line and the school district respectively, subject to final approval by the

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Town Board.” Via email on May 8, district administrator Bath Papp designated these two district representatives: Randi Johnson (the district’s finance manager) and Joel Shilman (the district’s building and grounds supervisor). Please approve these designated representatives.

- **Resolution 2023-0523.** This designates payroll coordinator Jamie Murray as the Town’s agent for Employee Trust Fund matters (health insurance, life insurance, etc.), replacing Barb Nelson.
- **Alternates for Board of Review.** The resolution is self-explanatory: It appoints alternative members to review objections to property assessments if a Town Board member or the Town Clerk cannot hear a particular case because of recusal or a property owner’s request.
- **Special Event Permit for Inline Skate Marathon.** The annual event, hosted by the Ashland Area Chamber of Commerce, is the morning of June 17. The event is based at the Rec Center. It uses a loop along Rice Street, Big Bay Road, Black Shanty, and Middle Road.
- **RFP for septic waste removal.** The current contract expires June 30; the timetable of this RFP would bring a new contract for approval at your June 27 meeting.
- **Ordinance Chapter 192.** Current ordinance language does not allow dogs to run at large. The proposed amendment makes an exception for off-leash areas.
- **Barb Nelson vacation hours.** Barb has 284 hours; she is seeking an until she retires, or June 30, 2024, whichever comes soonest. She will accrue an additional 224 hours on July 1. (She is scheduled to use approximately 72 hours before this June 30.) In all likelihood, unused hours will be paid out upon retirement.

4. Follow Up on Previous/Ongoing Projects

- **Airport.** Lauren Burtaux is creating cashless payment options through PayPal, so pilots who do not have cash can cover their tie-down or camping fees. PayPal would be accessed through a QR code on a revised payment envelope. Lauren is refining the information we collect so payments can be tracked accurately. A sample of what the payment envelope looks like is in your packet.
 - Meanwhile, the lease on the terminal building hangar expires June 2. That will allow initial assessment of rehabilitation possibilities for the hangar space and pilots’ lounge.
- **Town Hall AV.** Bluum Technology is scheduled to install the system on May 25. Electrical work for the AV system and heat pump is complete. We will pursue installing the heat and air-conditioning mini-split once we select and sign an HVAC vendor.

5. Grant Report

- No updates.

6. Lawsuits/Legal Issues

- **DOR Petition.** Reply briefs from the Town’s and County’s attorneys were due May 19. The Department of Revenue has until the end of July to issue a determination.

7. Other Information

- **Industrial lot leases.** We are evicting the lessee on lots 4 and 5 for nonpayment. He will be given 30 days to clear out the lots before the Town takes possession.
- **MRF “Green Bucket” pilot project.** The MRF received a donation of 50 buckets for home use in collecting food scraps for community composting. Marty, Ben and I intend to meet next week to discuss whether or not to move forward with the project, which was part of budget discussions last fall.

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



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

Request for Proposal Sidewalk Installation

1. Summary and Background

The Town of La Pointe, on Madeline Island, is accepting proposals for a sidewalk extension along Main Street and Big Bay Road. See survey map on Page 4 for details.

2. Proposal Guidelines

2.1. Proposal Deadline

Proposals will be accepted until 4 p.m. Central Time on XX, 2023.

2.2. Submission Requirements

Proposals must be sealed, marked with the Vendor's name and address, labeled "RFP 23-03," and delivered by the Proposal deadline to:

Town Clerk
Town of La Pointe
PO Box 270
240 Big Bay Road
La Pointe, WI 54850

Hand-delivered copies will be accepted at the above address only between the hours of 8 a.m. and 4 p.m. Central Time, Monday through Friday, excluding holidays observed by the Town. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the delivery service includes the required labeling information on the outer wrapper or envelope. Vendors should be aware that delivery to the island may be affected by ferry schedules and other conditions beyond the Town's control.

Alternatively, Proposals may be emailed to: clerk@townoflapointewi.gov.

2.3. RFP Timetable

The anticipated schedule for the RFP is:

- | | |
|---|---|
| • RFP Available | Wednesday May 24, 2023 |
| • Proposal deadline | Monday June 12, 4:00 p.m. Central Time |
| • Proposals opened | Tuesday June 13, 5:30 p.m. Central Time |
| • Staff review of proposals, contract developed | June 14-21, 2023 |

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- Town Board votes on recommended proposal June 27, 2023

2.4. Content of Proposal

To facilitate evaluation of proposals, please submit the following:

- 2.4.1. The Submittal Form (see last page of this RFP)
- 2.4.2. A Proposal prepared with a straightforward, concise description of the Vendor's capabilities to satisfy the Scope of Work (Section 3).
- 2.4.3. Three (3) references of previous or current clients; please provide name, address, email, and telephone of all references on a separate page.
- 2.4.4. The Proposal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Vendor. Proposals must remain valid for a period of 60 days from the Proposal deadline (see Submittal Form on last page of this RFP).

2.5. Additional Proposal Information

- 2.5.1. The Town of La Pointe (Town) will not change or supersede the written requirements in this Request for Proposal (RFP) except by written addendum.
- 2.5.2. Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the proposal.
- 2.5.3. All expenses involved with the preparation and submission of the RFP to the Town are the responsibility of the Vendor.
- 2.5.4. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Law and related laws and policies of the State of Wisconsin and of the Town of La Pointe. All materials remain the property of the Town and will not be returned to the respondent.
- 2.5.5. A list of names of Vendors responding to the RFP may be obtained from the Town Administrator after the Proposal deadline.
- 2.5.6. Inquiries to clarify any requirements of this RFP should be directed to: Public Works Director Ben Schram at 715-747-6855 or foreman@townoflapointewi.gov.
- 2.5.7. The issuance of this RFP constitutes only an invitation to present a Proposal. The Town reserves the right to determine, at its sole discretion, whether any aspect of a respondent's Proposal meets the criteria in this RFP. The Town also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to modify the procurement process and schedule, to waive any technicalities or irregularities, to reject any or all responses with or without cause, and to accept the response that is determined to be in the best interest of the Town.
- 2.5.8. In the event that this RFP is withdrawn or the project canceled for any reason, the Town shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise. All respondents to this RFP shall hold harmless the Town and any of their officers and employees from all suits and claims alleged to be a result of this RFP.

3. Scope of Work

This request seeks proposals for a sidewalk extension along Main Street and Big Bay Road.

- 3.1. The concrete sidewalk will be approximately 220 feet long and 5 feet wide (1,100 square feet).
- 3.2. The sidewalk will extend from its existing terminus on Main Street, along the existing curb abutting 864 Main Street (Parcel 014-00415-000), and end at the property line with 197 Big Bay Road (Parcel 014-00470-0500).
- 3.3. The sidewalk will be 5 inches thick except for the driveway apron portion, where it will be 7 inches thick. Joints, foundation, and other installation details will meet the minimums in Section 602 of the Wisconsin Department of Transportation 2023 Standard Specifications.
- 3.4. Proposals must include itemized breakdowns of all costs, including for materials, labor, equipment, transportation, traffic control, utility location, and site restoration. Exceptions must be clearly noted.
- 3.5. Proposals must include an estimated project timeline.
- 3.6. Final contract terms and conditions will be negotiated with the selected vendor. It is estimated that the contract will be signed by XX, 2023.

4. Information for Selected Vendor

4.1. Required Documentation

- 4.1.1. The selected Vendor will be required to provide a current W-9.
- 4.1.2. The selected Vendor shall be an independent contractor in regard to the Town, not an employee of the Town; as such, the selected Vendor will be required to complete a 9-Point Test.

4.2. Taxes

The Town is exempt from sales and use taxes. Upon request, the selected Vendor will be provided with the Town's Sales and Use Tax Exemption Certificate and CES Number.

4.3. Insurance

- 4.3.1. The selected Vendor will be required to provide proof of liability insurance before work can begin. General liability insurance should cover a minimum of \$1,000,000 per incident, list the Town as an additional insured, and meet all applicable state and federal laws.
- 4.3.2. Workers compensation insurance shall be as required by the State of Wisconsin. The selected vendor shall procure and maintain for the life of the contract workers compensation insurance covering all employees, with limits meeting all applicable state and federal laws.
- 4.3.3. This coverage shall extend to any subcontractor that does not have its own worker's compensation or employer's liability insurance.

4.4. Jurisdiction

Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Wisconsin and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin. The contractor shall comply with applicable federal, state, and local laws and regulations.

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 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 6TH STREET AND THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, RUN S 43°14'34" E, 1.25 FEET ON THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, THENCE LEAVING THE SOUTH RIGHT OF WAY LINE, S 43°01'00" E, 233.85 FEET, THENCE S 37°04'47" E, 18.85 FEET, THENCE 50.00 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 69°04'23" W AND MEASURES 52.95 FEET TO THE NORTH RIGHT OF WAY LINE OF 6TH STREET, THENCE ON THE SOUTH RIGHT OF WAY LINE, S 43°04'26" E, 16.85 FEET, THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF 6TH STREET, THENCE ON THE SOUTH RIGHT OF WAY LINE OF WHITEFISH STREET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 30°25'00" AND A CHORD THAT BEARS N 09°04'26" E AND MEASURES 42.85 FEET TO THE EAST RIGHT OF WAY LINE OF 6TH STREET, THENCE ON THE EAST RIGHT OF WAY LINE, S 43°04'26" E, 238.40 FEET TO THE POINT OF BEGINNING.

Said parcel contains 618 square feet which is 0.02 acre.

IT IS THE INTENT OF THIS DESCRIPTION TO REVERSE THAT PART OF LOT 1 IN BLOCK 25 AND OUTLOT 26 LIES 5 FEET EASTERNLY OF THE BACK OF THE EXISTING CURB ON MAIN AND 6TH STREETS, FROM THE END OF THE EXISTING SIDEWALK ON MAIN STREET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF WHITEFISH STREET.

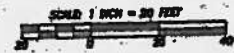
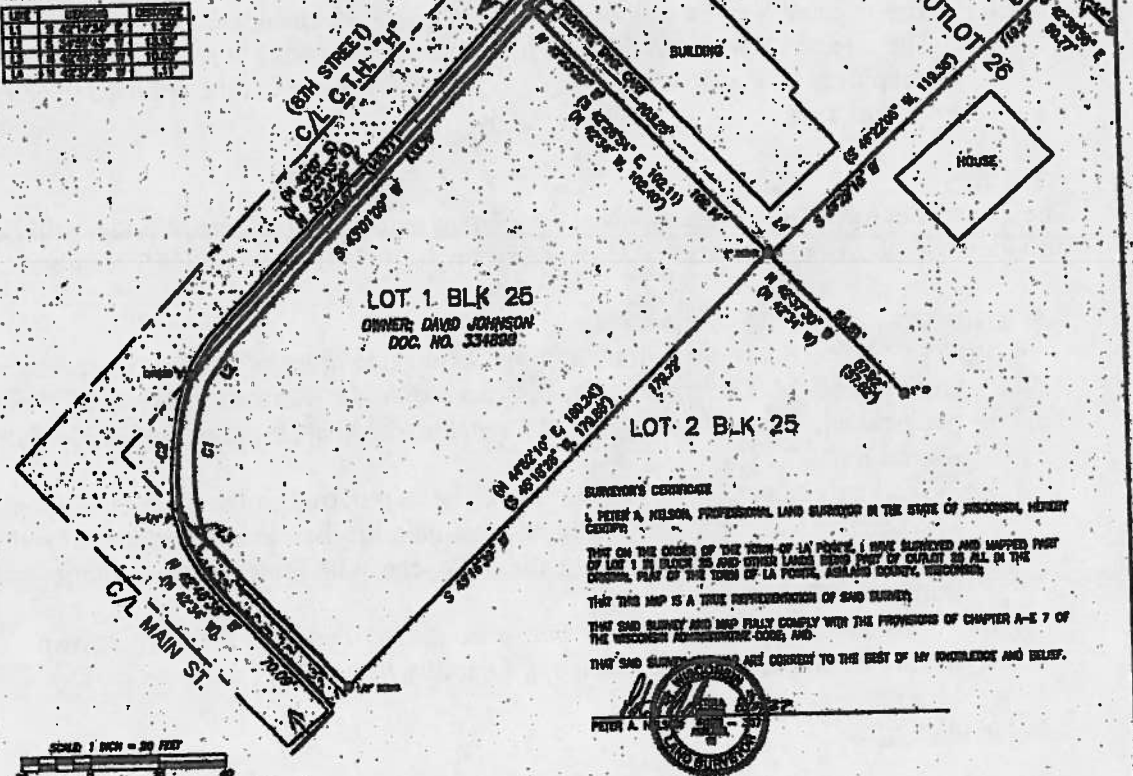
BEARINGS ARE BASED ON THE WEST LINE OF BLOCK 25, BEING N 43°24'26" E.

CURVE TABLE

CHAIN	ANG	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.25	75.00	29.0423	S 69.0423 W	52.95
C2	43.18	50.00	30.2500	S 43.0426 E	42.85
CHORD	43.18	50.00	30.2500	S 43.0426 E	42.85

LINE TABLE

LINE	BEARING	DISTANCE
1	S 43°14'34" E	1.25
2	S 43°01'00" E	233.85
3	S 37°04'47" E	18.85
4	S 69°04'23" W	52.95
5	S 43°04'26" E	16.85
6	S 43°04'26" E	238.40



LEGEND
 ○ FOUND MONUMENT, AS NOTED
 ▲ SET ON SPIRE
 () RECORDED INFORMATION
 ALL MONUMENT DIMENSIONS ARE OUTSIDE DIAMETER

CLIENT: TOWN OF LA POINTE
 JOB NO: 102/007
 SCALE: 1 INCH = 20 FEET
 JULY 15, 2022
 FIELDWORK COMPLETED: 4/2/22

NELSON SURVEYING INCORPORATED
 SURVEYING YOUR SIDE OF THE TOWN SINCE 1926
 MAP NO. 5362

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 LARGER PART OF OUTLOT 26 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-5.7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON
 LAND SURVEYOR



Submittal Form

In compliance with the Town of La Pointe's **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this Proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the anticipated timeframe.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Vendor's Name: _____

Federal EIN: _____

Business Address: _____

Business Contact Representative: _____

Phone: _____ Email: _____

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

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

Town of La Pointe (MUNICIPALITY)

AND Cooper Engineering Company, Inc. (CONSULTANT) FOR

Project ID 9954-00-02
T La Pointe, Hagen Road
Black Shanty Road to Terminus
Local Str, Ashland County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in their Request for Proposals for Engineering Design Services for the Town of La Pointe Hagen Road pavement replacement project and to provide design reports, environmental documentation, hazardous materials assessment, agency coordination, utility coordination, public involvement, meetings, survey, road plans, & P.S.&E. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Paula Groom; NW Region -- Local Program Project Manager, 718 W. Clairemont Avenue, Eau Claire, WI 54701; Paula.Groom@dot.wi.us; (715) 579-6776

The MUNICIPALITY REPRESENTATIVE is: Michael Kuchtra; Town of La Pointe Administrator; 240 Big Bay Road, La Pointe, WI 54850; administrator@townoflaPointewi.gov; (715) 747-6914

The CONSULTANT REPRESENTATIVE is: Scot Balsavich; Cooper Engineering Company, Inc.; 2600 College Drive, Rice Lake, WI 54868; sbalsavich@coopereengineering.net; (715) 234-7008

The CONSULTANT SERVICES will be performed for the DEPARTMENT's NW Region Local Program office located in Eau Claire, Wisconsin, and will be completed by June 30, 2029. Deliver PROJECT DOCUMENTS to 718 W. Clairemont Ave., Eau Claire, WI 54701, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

DEPARTMENT MUNICIPALITY

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Date: May 16, 2023

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

A. Prime Consultant Basis of Payment

Actual Cost Plus Fixed Fee:

For design engineering services for the Town of La Pointe Hagen Road project, ID 9954-00-02, actual costs to the CONSULTANT up to \$ 76,073.98, plus a fixed fee of \$ 5,079.17, not to exceed \$ 81,153.15.

B. Subcontract Basis of Payment 1st Tier Subconsultant

Cost per Unit 1st tier Subconsultant:

For geotechnical engineering services subcontracted to Twin Ports Testing, the CONSULTANT'S actual cost to Twin Ports Testing not to exceed \$ 6,602.00 for units delivered based on rates in the table below.

Item Description	Unit Type	Unit Cost Rate
Mobilization/Demobilization	Lump Sum	\$2,400.00
Geotechnical Drilling	Hour	\$330.00
Standby Time	Hour	\$330.00
Madeline Island Ferry Fees	Lump Sum	\$400.00
Laboratory Testing	Lump Sump	\$400.00
Project Engineer	Hour	\$135.00
Senior Engineer	Hour	\$150.00
Engineering Assistant/CAD Technician	Hour	\$102.00

For title work services subcontracted to GOWEY Abstract & Title Company, Inc., the CONSULTANT'S actual cost to GOWEY Abstract & Title Company, Inc. not to exceed \$ 2,700.00 for units delivered based on the rates in the table below.

Item Description	Unit Type	Unit Cost Rate
D.O.T. Ownership Reports per parcel	Each	\$50.00
D.O.T. Title Search Reports per parcel	Each	\$275.00
Subsequent Follow-Up Reports per parcel	Each	\$25.00
Administrative Fee	Lump Sum	\$500.00

C. Total Contract

Total contract not to exceed \$ 90,455.15.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ 90,455.15.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015, and referenced in Procedure 8-15-1 of the

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

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 16th day of May, 2023 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the Lessor, and Evan and Kathleen Erickson, PO Box 400, La Pointe, WI 54850 (telephone number _____, email address _____); hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial Zone located at the Major Gilbert Airport in the Town of La Pointe, Ashland County, Wisconsin, and said Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for the permitted uses:

- | | |
|---|--------------------------------|
| 1. Aircraft/Airplane Hangar | 7. Junk/Salvage Yard |
| 2. Automobile Sales Establishment | 8. Light Industry |
| 3. Automobile Service and Supply Facility | 9. Public Service Utility |
| 4. Contracting and Building Storage and Service | 10. Public Utility |
| 5. Forest Crops and Products | 11. Transportation Facility |
| 6. Fuel Storage Facility | 12. Warehouse/Storage Facility |

WHEREAS, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the La Pointe Zoning Ordinance.

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial Site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this lease.

- TERM.** Lot #8. The term of this lease shall be for a maximum period of ten (10) years, commencing on Jan. 1, 2023 and ending on December 31, 2032. Lessee can request an extension of the current lease of up to 120 days from the end of lease if request is made prior to termination date if not renewing the lease.
- RATE.** The Lessee agrees to pay the rental charge as per the current year's Fee Schedule per lot for the leased premises, payable to the Lessor at its Town Hall, at the time of the lease execution and on the first of the year thereafter. In addition, the Lessee shall pay the annual personal property taxes pertaining thereto as they become due and payable. It is understood and agreed that the rental charge shall be increased annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received after 30 days after the date of billing.

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3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial Zone. Despite the lack of any such obligation the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.**
- B. The Town will provide the site - the site is leased "as is". Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.**
- C. Location of buried utilities is the responsibility of the Lessee.**
- D. All metered service charges are the responsibility of the Lessee.**
- E. The Lessor reserves the right to approve the style, color, and size of any buildings erected on the premise. New buildings constructed will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.**
- F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Public Works Director. Lessee will obtain all necessary permits.**
- G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed then in consideration of the agreements herein contained, at the termination of this lease agreement, Lessee at its option shall have the right to elect either of the following:**
 - 1. To remove buildings and any equipment and attachments hereto from Lessor's property. Any removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. If the building is removed it shall be done within sixty (60) days of the end of the lease. If the building is not removed by the end of the lease period Lessee shall be responsible for another one (1) year rental payment.**
 - 2. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property that the Lessee currently leases.**

- 4. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.**

5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin, and the United States of America.**
 - B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.**
 - C. The Lessee is advised that the subject property is located at the Major Gilbert Airport in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.**
 - D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.**
 - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.**
- 6. HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby**

releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.

- B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
 - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. **MAINTENANCE AND PROTECTION**

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine the area to be offensive the Lessor may request that the area be surrounded by a fence or wall to keep said area screened from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area by the Lessee. The Lessor may grant an extension of time if it appears such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.



If the aforesaid development of the airport requires the relocation of the Lessee the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove the building and all appurtenances thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the thirty (30) days allowed Lessee to remove the building at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If the Lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

11. TERMINATION. In consideration of the agreements contained herein, at the termination of this lease agreement, on or before December 31, 2023, Lessee at his/her option shall have the right to elect either of the following:

- A. To remove any building and any equipment and attachments hereto, from Lessor's property in the Industrial Zone. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building, equipment and attachments and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.
- B. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the

airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

By:

E. J. Erickson

Date:

5/16/23

TOWN OF LA POINTE, Lessor

By:

Town Chairperson

Date:

Attest:

Town Clerk

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

Date: May 19, 2023

To: Town Board
Zoning Administrator

From: Dorgene Goetsch, Clerical Assistant

RE: Zoning Board of Appeals appointment, term ending 6/30/25

With his appointment to the Town Plan Commission, Dale Whittaker resigned from the Zoning Board of Appeals effective today.

David Ehlen asked to redirect his TPC committee application (attached) be considered for the Zoning Board of Appeals.

I posted for members needed from 5/10/23 – 5/18/23 with no response.

THE ZONING BOARD OF APPEALS CURRENT MEMBERS

3 Year Terms, 5 Members 2 Alternates

Oath of Office to be taken within 5 days in receiving appointment per §19.01 and §60.31

PURPOSE: To consider certain appeals and variances.

MEMBERS:

- Rick Reichkitzer
- Tom Nelson
- Paul Brummer, Chair
- David Boone
- OPEN

TERM EXPIRES:

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

Alternates:

- #1 OPEN June 30, 2024
- #2 OPEN June 30, 2025



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to Town Hall (PO Box 270) or email to clerk@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
X Town Plan Commission*
X 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

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 X Other

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

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.

2023 Town Board Budget Condensed Summary Report

TB Approved 12/14/2022

Includes Amend #1

REVENUES:

	Approved 2023 budget	2023 Amended Budget	2023 Actual April Accrual	2023 Budget Remaining	2022 Actual April Cash Acct
All Taxes:	\$ 2,076,034	\$ 2,076,034	\$ 1,923,885	\$ 152,150	\$ 1,101,868
Intergovernl Revenues:	\$ 238,238	\$ 238,238	\$ 73,366	\$ 164,872	\$ 61,298
Licenses & Permits:	\$ 48,067	\$ 48,067	\$ 12,616	\$ 35,451	\$ 5,144
Fines/Forfeitures:	\$ 2,600	\$ 2,600	\$ 870	\$ 1,730	\$ 2,010
Public Services Chrgs:	\$ 464,602	\$ 464,602	\$ 202,428	\$ 262,174	\$ 183,601
Intergovernl Chrgs:	\$ 37,000	\$ 37,000	\$ 36,874	\$ 126	\$ 66,834
Misc. Revenue:	\$ 109,660	\$ 109,660	\$ 28,619	\$ 81,041	\$ 354
Other Fin. Sources:	\$ 1,386,244	\$ 1,533,447	\$ -	\$ 1,533,447	\$ -
TOTAL REVENUES:	\$ 4,362,445	\$ 4,509,648	\$ 2,278,658	\$ 2,230,991	\$ 1,421,109

RECEIVED

MAY 10 2023

0 0 0 0 0

EXPENDITURES

Initial: dg

	Approved 2023 budget	2023 Amended Budget	2023 Actual April Accrual	2023 Budget Remaining	2022 Actual April Cash Acct
General Government	\$ 738,175	\$ 758,175	\$ 208,433	\$ 549,742	\$ 171,722
Public Safety:	\$ 703,702	\$ 820,405	\$ 215,692	\$ 604,713	\$ 199,143
Public Works:	\$ 851,014	\$ 851,014	\$ 228,477	\$ 622,537	\$ 294,047
Health & Human Services:	\$ 44,199	\$ 44,199	\$ 4,934	\$ 39,265	\$ 3,432
Culture, Parks & Rec:	\$ 432,295	\$ 432,295	\$ 96,356	\$ 335,939	\$ 91,205
Conservation & Devel:	\$ 43,628	\$ 43,628	\$ 11,533	\$ 32,095	\$ 29,411
Capital Outlay:	\$ 1,085,687	\$ 1,096,187	\$ 98,712	\$ 997,475	\$ 69,472
Debt Service:	\$ 424,195	\$ 424,195	\$ 46,190	\$ 378,005	\$ 59,660
Other Financing Needs:	\$ 39,550	\$ 39,550	\$ -	\$ 39,550	\$ -
TOTAL EXPENDITURES:	\$ 4,362,445	\$ 4,509,648	\$ 910,326	\$ 3,599,322	\$ 918,092

0.00 0.00 0.00 0.00 0.00

2023 Town Board Designated Funds Breakdown

2023
Budgeted
Yr end Bal

	<u>Apr-23</u>	-	<u>Mar-23</u>	=	<u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24		24		0	24
Town Admin:Cell Tower Funds	450,098		450,098		0	500,098
Legal Defense Fund	7,513		200		7,313	0
					<i>+ donations</i>	
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:	92,554		80,359		12,195	66,595
					<i>+ 2nd add. Funding</i>	
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:	8,299		8,334		(34)	8,334
					<i>- publishing expense</i>	
MATERIAL RECOVERY FACILITY:	5,000		5,000		0	5,000
PARKS:	48,996		48,996		0	43,176
REC CENTER:	5,494		5,494		0	5,494
General Recreation Center, Softball fund						
CEMETERY FUND	9,432		9,432		0	11,932
WINTER TRANSPORTATION FUND:	13,634		13,634		0	16,659
ENERGY COMMITTEE FUND:	546		546		0	2,546
COMM PLAN STEERING FUND:	6,427		7,676		(1,248)	3,337
					<i>- expense accrual</i>	
AFFORDABLE HOUSING FUND:	11,340		14,340		(3,000)	14,500
					<i>-balance of study</i>	
PUBLIC ARTS COMM FUND:	4,101		4,101		0	401
COMMUNITY AWARDS FUND:	243		243		0	268
HARBOR COMMISSON FUND:	55,533		57,108		(1,575)	0
					<i>-expenses</i>	
LIBRARY:	93,489		99,696		(6,207)	83,134
MI Cof COMMERCE/FIREWORKS:	23,004		23,004		0	19,719
TOTAL DESIGNATED FUNDS:	\$1,691,986		\$1,684,542		7,444	\$927,982

2023 Actuals & Comparisons to 2022 Actuals

Year to Date	April 2023 to April 2022	2023	2022	Change 2023 from 2022	UP
REVENUES:		\$2,278,658	\$1,421,109		\$857,549
	<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>				<i>favorable</i>
		<i>Accrual reports 100% RE Taxes</i>			
All Tax collections (timing)		\$1,923,885	\$1,101,868	\$822,017	<i>2023 Accrual reports 100% RE Taxes</i>
Collection % of Town's tax levy		100.0%	59.2%		
Transportation aids, state funding, Grants		\$73,366	\$56,750	\$16,616	<i>additional state aids, PD grant</i>
BBTP Campground, shelters, NMV		\$80,296	\$74,774	\$5,522	
Airport, Docks & Harbor Fees, revenues		\$93,066	\$84,199	\$8,867	<i>billing/deposit timing</i>
Zoning Permits, Parking tickets, licenses, Ambulance		\$21,570	\$10,833	\$10,737	<i>billing/deposit timing</i>
MRF Fees, sales		\$15,024	\$16,472	(\$1,448)	
Misc Revenue		\$5,047	\$4,397	\$650	
County & Intermunicipal re-imburements		\$36,874	\$66,834	(\$29,960)	<i>no PD funds</i>
Misc leases, property sales, interest, contributions		\$28,601	\$354	\$28,247	<i>lower lease, interest, WC refund</i>

		2023	2022	Change	UP
EXPENDITURES:		\$864,136	\$858,432		\$5,704
	<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>				<i>un-favorable</i>
General Government		\$208,433	\$171,722	\$36,711	<i>un-favorable</i>
UP Legal fees, personnel & related, room tax payment, computers					
DOWN Auditor					
Law Enforcement		\$132,394	\$96,921	\$35,473	<i>un-favorable</i>
UP Personnel and related, training					
DOWN Legal					
Fire Dept.		\$31,513	\$40,444	(\$8,931)	<i>favorable</i>
UP: Truck maintenance, rescue					
DOWN Compensation (<i>none submitted</i>), equipment & repairs, accrual length of service					
Ambulance Service		\$51,786	\$61,778	(\$9,993)	<i>favorable</i>
UP Equipment, supplies, billing, education					
DOWN Accrual length of service, compensation (timing)					
Roads		\$164,296	\$213,177	(\$48,881)	<i>favorable</i>
UP Parts, utilities					
DOWN Labor (<i>shifted to other depts</i>), no Winter Transportation/ice Road bills					
Airport		\$17,248	\$18,897	(\$1,649)	<i>favorable</i>
UP General maintenance					
DOWN Town labor, accruals					
DOCK/HARBOR		\$6,849	\$2,879	\$3,970	<i>un-favorable</i>
UP Town labor, electric, repairs					
DOWN					
MRF		\$40,084	\$59,094	(\$19,010)	<i>favorable</i>
UP Equipment repairs/maintenance, supplies, utilities					
DOWN Personnel & insurance, self hauling					
Library		\$68,701	\$66,771	\$1,930	<i>un-favorable</i>
MI Public Library Board handles					
ZONING & PLANNING/ad hoc COMMITTEES		\$11,533	\$29,411	(\$17,878)	<i>favorable</i>
UP <u>Zoning</u> : Wages, general office expenses					
DOWN <u>Ad hoc committees</u> : Switched end of 2022 to designated funds reduction of \$18,000					
DOWN <u>Zoning</u> : Legal					
Capital Outlays		\$98,712	\$69,472	\$29,240	<i>favorable</i>
DOWN Purchases					
2023 Gravel Installment		\$31,500	\$31,500		
2023 Town Hall accounting software		\$6,500	\$10,100		
2023 Town Hall AV improvements		\$9			
2023 Squad Car		\$39,794			
2023 Fire Dept Grandview Radios Grant/New Engine comm		\$13,152			
2023 Amb Dept Grandview Radios Grant		\$2,782			
2023 BBTP Access Capital		\$37			
2023 Town Local Roads		\$33	\$0		
2022 Rec Center Bathrooms remodel		\$0	\$8,047		
2022 Town Dock Shelter		\$0	\$12,923		
2023 Road Building		\$2,141			
2022 Snow Removal Equip bldg		\$1,254	\$5,976		
Capital Before ESB Project		<u>\$97,182</u>	<u>\$68,546</u>		
2023 ESB Site Town expenses		\$1,530	\$926		
ESB Project		<u>\$1,530</u>	<u>\$926</u>		

Donations made by Corporations, Businesses, Foundations

Through 5/12/2023 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: Not from businesses, but thought you might want to know

<u>3/12/2023</u>	<u>Rogers, Peter</u>	<u>\$200.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>4/11/2023</u>	<u>Laukka, Donald/Suzanne</u>	<u>\$50.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>4/11/2023</u>	<u>Ted/Dawn Michael Fund</u>	<u>\$1,000.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>4/11/2023</u>	<u>Llop, Henry</u>	<u>\$263.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>4/27/2023</u>	<u>Collins, Michael</u>	<u>\$1,000.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>4/27/2023</u>	<u>Madsen, Hugh/Marilyn</u>	<u>\$5,000.00</u>	<u>Legal Defense Fund - A Cty</u>
<u>5/12/2023</u>	<u>Miles, Bruce</u>	<u>\$100.00</u>	<u>Legal Defense Fund - A Cty</u>
		<u>\$7,613.00</u>	

(5) TB, TA, AA Clerk,
PR. PUBLIC

Town of La Pointe

Resolution #2023-0523

A Resolution Appointing Designation of Agent for Department of Employee Trust Funds

Wisconsin Statutes 40.03 (2) (j)

Whereas, The Town of La Pointe is a Member of the Department of Employee Trust Funds (#69-036-0840-000) for employee benefit programs; and

Whereas, the Town of La Pointe's current agent for the Department of Employee Trust Fund programs, Barbara L. Nelson is retiring,

Therefore, the Town Board Supervisors of the Town of La Pointe hereby appoints Jamie Murray, Payroll Coordinator, as the Town of La Pointe's agent for all programs administered by the Department Employee Trust Funds that the Town of La Pointe is enrolled in, or may enroll in at a later date.

Now therefore, be it resolved that the Board of Supervisors of the Town of La Pointe authorize Glenn Carlson, Town Board Chairperson, to sign the Department of Employee Trust Funds Designation of Agent (Form ET-1313) appointing Jamie N. Murry as agent for the Town of La Pointe and thus replacing Barbara L. Nelson in this position as agent for the Town; and appointing Michael G. Kuchta, Town Administrator as alternative agent.

This resolution was duly passed and adopted this _____ day of _____, 2023

Attest:

Glenn Carlson, Chair

DRAFT

Micaela Montagne, Town Clerk

Michael Anderson, Supervisor

Posted: _____

Almée Baxter, Supervisor

Susan Brenna, Supervisor

DRAFT

Samantha Dobson, Supervisor

RECEIVED
MAY 10 2023

dg



Designation of Agent

Wis. Stat. § 40.03 (2) (j)

Wisconsin Department
of Employee Trust Funds
1-877-533-5020 (toll free)
Fax 608-266-5801
etf.wi.gov

Employer Instructions

- Use this form to name an employee or employees to represent the employer for matters related to ETF-administered benefit programs.
- Required fields must be completed even if you are updating contact information. Incomplete forms will be rejected.
- The current agent or other certifying official must complete the **Certification** section. A newly designated agent may not sign this section. Certifying officials include but are not limited to: mayor, president, chairman, superintendent, administrator, or board member.
- Email the completed, signed form to ETFSMBEmployerSecurityAccess@etf.wi.gov. Do not mail. If you cannot email, please fax to: 608-266-5801.
- If you have questions about completing this form, please call Employer Services at 1-877-533-5020, Option 2.

Employer Information	
Employer Name <i>Town of LaPointe</i>	ETF Employer ID Number <i>69 - 036-0840-000</i>
Employer Address <i>PO Box 270, 240 Big Bay Road, LaPointe, WI 54850</i>	
Designation will be effective on the date received by ETF. Otherwise, a future effective date (MM/DD/YYYY format) may be provided:	

Agent Information (Required)	
The agent handles ETF-administered benefit eligibility and reporting. They also serve as the primary contact for matters related to ETF-administered benefit programs.	
Name (first, middle, last) <i>Jamie A. Murray</i>	Title <i>Payroll Coordinator</i>
Work telephone <i>(715) 747- Ext. 6913</i>	Work email address <i>payrolle.townoflapointewi.gov</i>

Alternate Agent Information	
The alternate agent may act on behalf of the agent if they are unable to perform their duties. An alternate agent is not required but is encouraged.	
<input type="checkbox"/> Check here if the employer does not want to name an alternate agent (no additional information is required)	
Name (first, middle, last) <i>Michael G Kuchta</i>	Title <i>Town Administrator</i>
Work telephone <i>(715) 747- Ext. 6914</i>	Work email address <i>administrator@townoflapointewi.gov</i>

DRAFT

WRS Contact Information (Required for WRS-participating employers)

The WRS contact acts on the agent's behalf for Wisconsin Retirement System (WRS) eligibility and reporting. They will also serve as the contact for WRS questions.

Check here if the WRS contact is the same as the designated agent or if the employer does not participate in the WRS (no additional information required)

Name (first, middle, last)	Title
Work telephone () Ext.	Work email address

Insurance Contact Information (Required for employers with ETF-administered insurance)

The insurance contact acts on the agent's behalf for ETF-administered insurance program eligibility and reporting. They will also serve as the contact for insurance questions.

Check here if the insurance contact is the same as the designated agent or if the employer does not participate in any ETF-administered insurance programs (no additional information required)

Name (first, middle, last)	Title
Work telephone () Ext.	Work email address

Certification

This section must be completed by an authorized individual who is not listed as the agent above, unless that individual is the current designated agent. ETF retains the right to reject an employer's designee under authority of Wis. Stat. § 40.03.

Note: For State Government only, the designation must be certified by the head of that agency.

Date (MM/DD/YYYY)	Signature of certifying official	Title of certifying official
Work telephone ()	Work email address	

**Stay Connected**

Email addresses provided on this form will be automatically subscribed to ETF E-mail Updates. This service provides important information about ETF benefits administration. **It is your responsibility to read, forward to others in your agency as necessary, and take the necessary action related to information in each ETF E-mail Update.**

Add etfwi@public.govdelivery.com to your email address book to prevent news from ETF from ending up in a SPAM folder. If you have questions, please call Employer Services at 1-877-533-5020.

TOWN OF LA POINTE
RESOLUTION #2022-0523A
Appoint Alternate Members for Board of Review

WHEREAS, 1997 Wisconsin Act 237 has amended the procedures for Board of Review procedures commencing in the year 2000;

WHEREAS, one of the changes to Section 70.47 of the Wisconsin State Statutes authorizes the removal of Board of Review members for individual cases under specific circumstances;

WHEREAS, Section 70.47(6m)(c) authorizes the appointment of alternate members to serve on the Board of Review when standing members are removed from individual cases;

NOW THEREFORE, the Town Board Supervisors of the Town of La Pointe, Ashland, County, does ordain as follows:

1. ADOPTION:

Pursuant to Section 70.47(6m)(c) and Section 70.46(1) of the Wisconsin State Statutes, the Town Board of the Town of La Pointe hereby provides for the appointment of alternates to serve on the Town of La Pointe's Board of Review in the event a standing board member of the Board of Review is removed or unable to serve for any reason.

2. APPOINTMENTS:

The following electors of the Town of La Pointe are hereby named as alternates in the order indicated to serve as alternate Board of Review members:

Alternate #1: Marie Noha

Alternate #2: Michael Collins

The appointments made in the resolution are for the year 2023 Board of Review proceedings and effective upon posting as provided by law.

Passed this 23rd day of May 2023

Posted: _____

Attest _____
Micaela Montagne, Town Clerk

Glenn Carlson, Chair

Mike Anderson, Supervisor

Aimée Baxter, Supervisor

Sue Brenna, Supervisor

Samantha Dobson, Supervisor

RECEIVED
MAY 12 2023
Initial: _____

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

SPECIAL EVENT PERMIT

original to Micaela

FILE NUMBER _____

Organization/Sponsor(s) of Event: Apostle Islands Inline Marathon and Half Marathon

Contact: Mary McPhetridge

(First Name)

(Last Name)

Address: 1716 W. Lake Shore Drive

Ashland WI 54806 Phone: 7156822500

(City)

(State)

(Zip Code)

E-mail address: info@visitashland.com

Date(s) Requested: June 17th - 6:30am until 11:30 am

Mapped route (if any): enclosed

Description of event: Roller-blading (Inline) Marathon, Half Marathon and Mad Skate

I/We have read the attached §347-12 Special Event Ordinance and agree to abide by said ordinance. I/We agree to pay for the cost incurred by the Town for the event (50% of anticipated costs due with permit application, remainder due after event once costs are totaled):

Mary McPhetridge

Signature

May 6th / 2023

Date

ck # 25182 - \$100.00 for anticipated costs

Deposit Paid: \$ 100.00 ck # 25184 Received by: Dargene Goetsch Date: 5-16-23

Amount Paid: \$ 150.00 ck # 25183 Received by: Dargene Goetsch Date: 5-16-23

Amount Refunded: _____ Date: _____

THIS PERMIT WILL BE VALID ONLY FOR: 6/17/23 - 6:30 am TO 6/17/23 11:30 am

(Start Date & Time)

(End Date & Time)

Approved by Town Clerk: _____
(Signature of Town Clerk/Deputy Clerk) (Date)

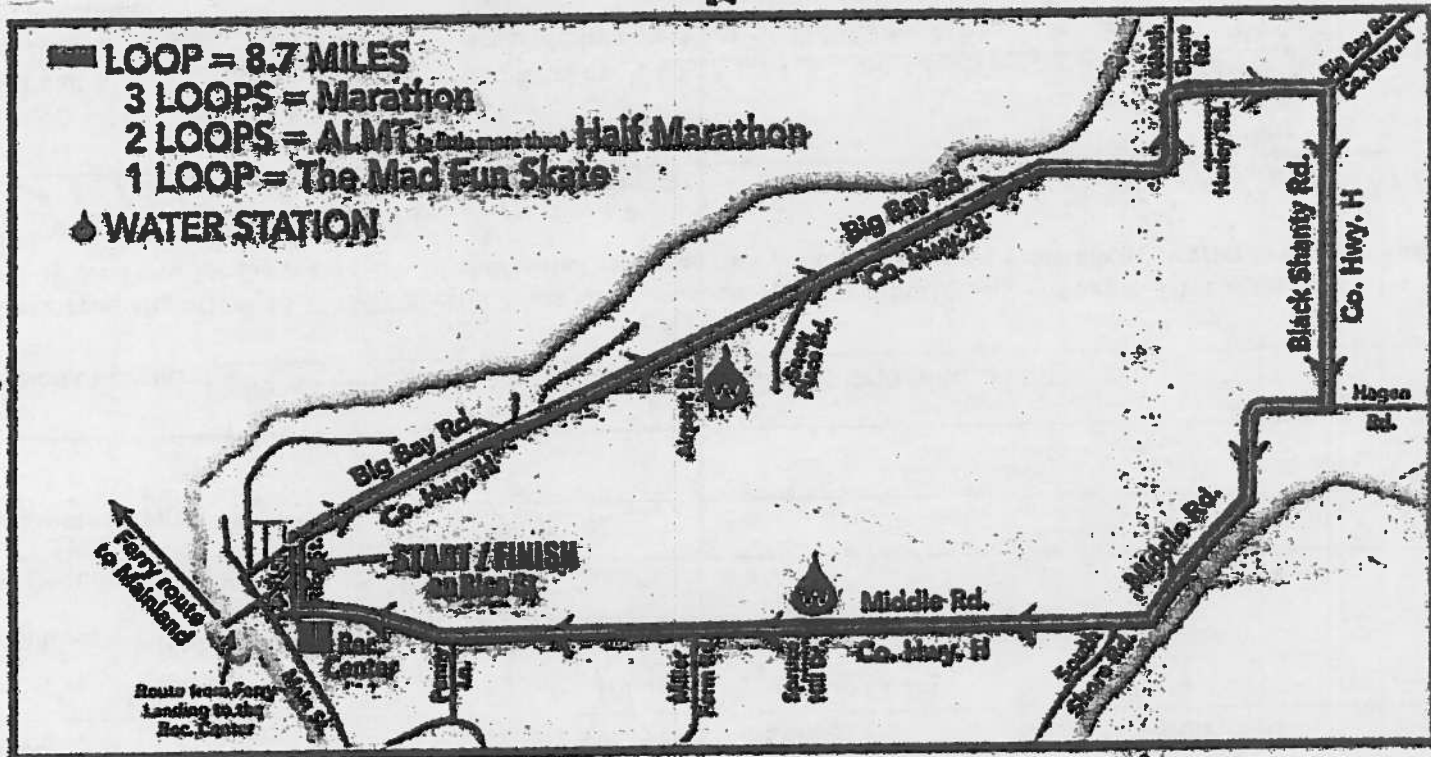
Permit: \$150.00 Deposit: \$100.00
(Please pay with 2 separate checks.)

Fees approved by Town Board December 13, 2022 for 2023

RECEIVED
MAY 16 2023

initial: ckg

MADLINE ISLAND WISCONSIN





TOWN OF LA POINTE

MADELINE ISLAND

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

REQUEST FOR PROPOSALS

Septic Waste Removal

TOWN OF LA POINTE, WISCONSIN

PROPOSAL DUE DATE: TUESDAY JUNE 13, 2023 4:00 P.M.

Work includes but is not limited to: Septic waste removal from seven holding tanks (2,000-2,500 gallons) and four portable toilet units on a periodic but regular basis for the Town of La Pointe. Proposals should provide a pumpout rate, exclusive of Sanitary District fees. Rates should apply to any additional facilities that may be added during the length of the contract. This will be a three-year agreement, beginning July 1, 2023.

Proposals should be dated and signed, and include: name of the vendor; name and title of primary contact; business address, phone and email; and federal EIN.

The Town reserves the right to reject any and all proposals, to waive informalities, and to accept any proposals deemed to be most favorable to the interests of the Town of La Pointe.

Sealed proposals marked "Septic Waste Removal" will be accepted until the date and time listed above. Proposals will be accepted by Town of La Pointe Clerk, PO Box 270, 240 Big Bay Road, La Pointe, WI 54850 or by email sent to: clerk@townoflaointewi.gov.

Proposals will be opened at the La Pointe Town Hall at 5:30 P.M. on June 13, 2023.

Date Published:

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MAY 16 2023

Initial: dg

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

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

**Ordinance No. 192
Amending Town of La Pointe Ordinance Chapter No. 192, titled Animals**

The Town Board of the Town of La Pointe, pursuant to its authority under Sections 60.10 and 60.22 Wis. Stats., does hereby amend the Town of La Pointe Animals Ordinance and does ordain as follows:

“Section 192-1. Leash required.” is hereby repealed and recreated as follows:

“Section 192-1. Leash required.

“All dogs must be leashed within the limits of the Township of La Pointe, including public beaches and campgrounds in the Township of La Pointe, unless within the confines of an off-leash area authorized by the Town Board or as modified by Section 192-2.”

This ordinance shall go into effect upon posting.

Adopted this _____ day of _____, 2023.

Town of La Pointe Town Board

By:

Chairperson

Supervisor

Supervisor

Supervisor

Supervisor

Attest: _____

Town Clerk

Posted: _____

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MAY 19 2023

Initial: dg

Current language of Section 192-1: “All dogs must be leashed within the platted Town of La Pointe limits and public beaches and campgrounds in the Town of La Pointe.” Section 192-2: “It shall be unlawful for any person to permit his or her dog, which he or she shall be keeping, to run at large unattended, unaccompanied or not controlled within the limits of the Town of La Pointe.”

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

April 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$127,497.99</u>
<u>Harbor Commission</u>	<u>\$678.50</u>
<u>Library Board Approved Claims</u>	<u>\$10,186.73</u>
Total of All Alternative Claims:	\$138,363.22

RECEIVED

MAY 12 2023

Initial: dg

ALTERNATIVE CLAIMS 2023

April 2023

Date	Payable to Who	Check #	Amount	Description
4/6/2023	Payroll Batch ACH direct deposits	EFT#2933989622	31,734.85	PR#7 Ending 04/01/2023
4/6/2023	Brummer, Charles	82051	117.02	PR#7 Ending 04/1/2023
4/6/2023	Brummer, Paul	82052	117.02	PR#7 Ending 04/1/2023
TOTAL PAYROLL #7			\$31,968.89	
4/20/2023	Payroll Batch ACH direct deposits	EFT#4023646467	26,788.76	PR#8 Ending 04/15/2023
4/20/2023	Romundstad, Nancy	82092	75.00	PR#8 Ending 04/15/2023
4/20/2023	Taylor, Leonora	82093	75.00	PR#8 Ending 04/15/2023
TOTAL PAYROLL #8			\$26,938.76	
4/4/2023	Dept of Employee Trust Funds	EFT#202305	19,476.38	May health insurance
4/6/2023	EFTPS - Federal Deposit	EFT#350043081769	9,287.55	PR#7 Federal PR taxes
4/6/2023	WI Dept of Revenue	EFT#159790688	1,861.92	PR#7 State PR taxes
4/6/2023	Employer/Deferred Comp	EFT#1081656774	150.00	PR#7 Employee contributions
4/9/2023	Wisconsin Dept of Revenue	EFT#335642720	936.30	March sales tax col/calculated
4/20/2023	EFTPS - Federal Deposit	EFT#10312748	8,276.12	PR#8 Federal PR taxes
4/20/2023	WI Dept of Revenue	EFT#1452724320	1,736.79	PR#8 State PR taxes
4/20/2023	Employer/Deferred Comp	EFT#1085041410	150.00	PR#8 Employee contributions
4/20/2023	Wisconsin Retirement System	EFT284874	11,211.40	April retirements
4/28/2023	EMC Insurance	EFT#280420008	12,156.25	3rd Qtr Work Comp
4/28/2023	Xcel Energy	EFT#C41C2	3,347.63	Electrics - 4/10/2023

APRIL 2023 TOTAL:	\$127,497.99
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ALTERNATIVE CLAIMS 2023

Harbor Commission

April 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
4/27/2023	Harbor Commission approved		678.50	
4/27/2023	Amundsen Davis, LLC	92117	678.50	March legal

APRIL 2023 TOTAL:	\$678.50
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\$0.00

ALTERNATIVE CLAIMS 2023

MI Library

April 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
4/20/2023	Library Board approved vouchers		10,236.73	
4/27/2023	Minnesota Elevator, Inc.	-T#230301	450.60	1st Qtr 2023 Elevator service
4/27/2023	Minnesota Elevator, Inc.	EFT#2023	1,351.82	2nd-4th Qtr 2023 Elevator service
4/27/2023	Bayfield Ace Hardware	82118	7.99	Library Batteries
4/27/2023	Elan Financial Services (LS)	82119	353.58	Xerox Repair, Cricut.99
4/27/2023	Elan Financial Services (PAW)	82120	13.66	Headlamp Teal Van
4/27/2023	Knopf, Deborah Hintz	82121	5,975.00	Little Learners - 4/13/2023
4/27/2023	Madeline Island Ferry Lines	82122	5.25	March 2023 freight
4/27/2023	Madeline Island Ferry Lines-ticket	82123	500.00	Swipes recharged
4/27/2023	Madeline Sanitary District	82124	102.00	1st Qtr 2023 Sanitary
4/27/2023	Midland Services, Inc.	82125	937.07	Propane @ bid rate
4/27/2023	NAPA-Washburn	82126	58.78	Teal van wiper blades
4/27/2023	New York Times	82127	48.00	Sunday by mail
4/27/2023	Norvado, Inc.	82128	185.53	April phones, DSL, fax
4/27/2023	ST's True Value	82129	197.45	Sump pump replacement

|| APRIL 2023 TOTAL: \$10,186.73
MI Public Library Board approved

MIFL ticket adding error (\$50.00)

Treasurer's Cash Summary as of April 30, 2023

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

	Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance	
Checking Account	446000563 1720010674	\$ 1,150,041.58	\$ 131,868.50	\$ (260,703.75)	\$ 919.03	\$ (77.61)	\$ (8,651.57)	\$ 1,013,396.18
Designated	167668	\$ 1,688,669.48			\$ 1,392.82	\$ 8,651.57		\$ 1,698,713.87
Sect. 125	3150485	\$ 23,219.84		\$ (2,056.17)				\$ 21,163.67
Tax	3142004	\$ 12,681.54			\$ 10.43			\$ 12,691.97
Library Savings		\$300.63			\$ 0.05			\$ 300.68
Totals		\$ 2,874,913.07	\$ 131,868.50	\$ (262,759.92)	\$ 2,322.33	\$ (77.61)	\$ -	\$ 2,746,266.37

Bank Reconciliation			
Reported Bank Balance	\$ 2,787,566.28	Available Cash	\$ 1,013,396.18
Deposits in Transit	\$ 73,213.40	Tax Transfer	
Subtotal		Deposits	\$ 29,041.25
Less Outstanding Checks	\$ (114,613.31)	Checks	\$ (468,506.02)
Checkbook Balance	\$ 2,746,166.37		
		Total Avail. Cldng Account	\$ 573,931.41

Accounting Program Totals:	
General Funds	\$ 1,013,746.78
Designated Funds	\$ 1,698,713.87
Tax Account	\$ 12,691.97
Section 125	\$ 21,163.67
Library Savings	\$ 300.68
TOTAL	\$ 2,746,616.97

Treasurer's Report \$ 2,746,266.37
 Variance \$ 100.00 Balance 03/31/2022 \$1,454,257
 Fraud Check Clear Outstanding PO \$ (614,289.30)
 Unbalanced

Treasurer's Report \$ 2,746,266.37
 Variance \$ 350.60
 Outstanding will Clear May
 Unbalanced

prepared by Pete Ross
 14-Apr-23

RECEIVED
 MAY 16 2023
 Initial: dg

TB (5) TA, AA Clerk.
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
MAY 9, 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 Samantha Dobson
Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne
Public Present: Katie Sanders, John Carlson, Jim Peters, Mark Pass, Paul Brummer
Called to Order: 5:30pm

I. Public Comment A*: Glenn Carlson mentioned that there was a phrase in the 2023 budget book on getting the accommodations tax formula changed with the state, however, the current Board has no intention of doing this.

II. Administrative Reports

- A. Town Administrator's Report:** prepared by Michael Kuchta: Discussion on the Fire Department not receiving the 2% dues due to an audit fail, electricians will be working in the meeting room to update electrical for the new AV equipment, and still looking into ways to people to pay via an app at the airport.
- B. Public Works Director's Report:** Prepared by Ben Schram: Public restrooms on Whitefish Street and Rec Center are open, Joni's Beach will be open by 5/13/23.
- C. MRE 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: Still looking for a new Accounting Administrator
- 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 April 2023 placed on file by Unanimous Consent.

III. Public Works

- A. Roads, Dock and Harbor**
1. Le Sueur and Bell Street Full Road Closure for Chef's Expo 6/15/2023: The Chamber of Commerce no longer needs this request, no action.
- B. Parks**
1. Big Bay Town Park Accessibility Feasibility Study: Discussion on taking more time to look this over and decide which option to focus on for grants/funding etc at the next meeting.

C. Greenwood Cemetery

1. Request for Proposals for Chapel Cleaning: Motion to approve (costs will be covered by the Michael's Fund), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning: Nothing.

B. Zoning Board of Appeals

1. Resignation of Member: Motion to accept the resignation of Dale Whittaker, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.
2. Appoint New Member: Motion to post a sign-up sheet for the opening, as well as the alternate members which are both vacant, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.

C. Affordable Housing Advisory Committee

1. Market Analysis for Workforce Housing Needs Assessment
2. Request for Proposals for a Developer: the committee would like to have a developer focus on parcel 014-00199-0000 (Rice Street and Big Bay Rd) to find out what could work there, how many units, etc. Motion to approve drafting a request for proposals, the Town Board will approve the draft, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
3. Make Town-owned Land Available for Proposal Purposes: see above.
4. Consider Zoning Modifications: for Town Plan Commission first.

D. Comprehensive Plan Steering Committee

1. Request for Extension until September 30, 2023: Motion to approve (with gratitude and encouragement!), M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

V. Town Hall Administration

- A. Discussion: Letter from Sanitary District Regarding the RV Dump Station: Glenn Carlson, Michael Kuchte to discuss with the sanitary Board and Superintendent to get a better understanding. No action.
- B. Attachment 'A' to 2023 Compensation Resolution #2022-1227: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- C. Request for Proposals for an HVAC Service Provider: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$ \$285,746.08, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried. *[Clerk's Note: A voucher to the WI Police Chief's Association in the amount of \$275 was paid via credit card and is thus voided. Voucher total is \$285,471.08]*

VII. Minutes

- A. Public Hearing April 25, 2023
- B. Regular Town Board Meeting April 25, 2023: Add public present.

Motion to approve both minutes (with the correction), S. Brenna/ S. Dobson, 5 Ayes, Motion Carried.

VIII. Emergency Services

A. Police Department

1. Permission to Decommission and Sell Ford Explorer Squad: Motion to approve (other departments get first choice if they want the vehicle, if not, it will go on WI Surplus for auction), A. Baxter/ S. Dobson, 5 Ayes, Motion Carried.

IX. Public Comment B:** John Carlson commented that the housing report compared the Island to Ashland and Bayfield instead of other islands. He also stated that they missed some of the businesses in their list.

Paul Brummer commented on housing and not throwing away the zoning ordinance.

Katie Sanders as Chair of the Affordable Housing Committee thanked the Board for their time and support.

X. Lawsuits & Legal Issues

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

A. Petition with the Wisconsin Department of Revenue Regarding Ashland County

B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a)

C. Possible Lawsuit Against Ashland County

Briefs are done, now just waiting until July for more information, findings, and next steps.

XI. New Agenda Items for Future Meetings: Administrator M. Kuchta's annual performance evaluation, Board of Review Alternates Resolution.

Brief mention of the St. John's pastoral candidate community event on May 20th.

XII. Adjourn: Motion to adjourn, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried. Adjourned at 6:18pm.

Submitted by Micaela Montagne, Town Clerk.