

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: May 20-June 9, 2023

1. Accomplished/Completed

- **Gazette.** Submitted Town Hall column and other content for June issue.
- **GLIA.** Attended monthly meeting; gave update on Town's affordable housing initiatives.
- **Island School.** Met with parents and the school district's buildings supervisor to discuss ADA and other renovations planned for 2024-2025.

2. Coming Up

- **Inline Skate Marathon.** Event is Saturday morning June 17 at Rec Center. Course is a loop along Rice Street to Big Bay Road to Black Shanty Road to Middle Road. Rice Street will be closed; other roads will have one-way traffic. (County road crews are repaving culvert patches along the route in advance of the event.) MRF will have reduced hours: 11:30 a.m.-2:30 p.m.

3. Town Board Agenda – Information/Comments

- **Dock Issues.** See separate memo.
- **Dock use by Apostle Island Cruises.** The company would like to anchor the 65-foot Superior Princess at the outer wall of the dock on Saturday July 21 after 7 p.m. for a wedding charter. They would cancel if weather conditions make that location unsafe for passengers. There is no Town policy on such requests; drafts for "intermittent commercial use" were discussed in 2014 but never acted upon. There is no set rate for commercial use of the dock in this fashion; the Town charges construction companies 20 cents per ton for offloaded materials. The ferry line's lease does not grant it exclusive passenger use of the dock (see Paragraph 7).
- **Fee schedule for restaurants seeking additional seating on Town property.** Many communities charge restaurants that utilize public space for outdoor seating. Fees often are a combination of an upfront permit fee plus a square footage charge for use of sidewalks or parkland. The Zoning Administrator and I propose an annual fee of \$200 plus 25 cents per square foot.
- **Airport Fee Schedule.** On April 11, the Town Board cut the nightly tie-down fee in half and established an overnight camping fee. At your May 23 meeting, you asked to discuss this further. Related: A revised pay envelope is in your packet, which enables the PayPal option.
- **Industrial Lots 4&5.** You have a copy of the letter terminating the leaseholder's occupancy. He has asked to appeal the eviction to the Town Board.
- **Cemetery contract.** This is for cleaning the Michael Chapel on a regular basis.
- **Planning and Zoning.** TPC has scheduled public hearings on the dog park CUP for June 28, the Comprehensive Plan for Aug. 24, and the Rental Ordinance for Aug. 30.
- **Public Arts Committee.** See separate memo.
- **Special Event Permit (Indigenous Market).** The permit will allow vendors to sell goods during the multi-day event at Joni's Beach; organizers already have a rental permit in place.
- **July 4 Fireworks Permit.** A May 25 email from the event manager and related documents are in your packet.

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JUN 9 2023
Luccia dg

- **Contract with Superior Plumbing.** The contract locks in rates for HVAC services on Town property for the next three years. (Note: Draft2 is the correct version.)
- **Harmoni Tower lease conversion proposal.** Harmoni, which manages the new cell tower on MRF property, has revised its proposal. What is different is the total payment – \$157,410 – either in monthly payments for 3 years or as a one-time lump sum. That is \$27,090 more than its previous buy-out offer. (Current lease payments are \$9,000/year; they increase 1.5% every five years, for a total payment over the 50-year lease of about \$481,605).
What is not different is that Harmoni is proposing to buy out the current lease and convert that lease to a perpetual easement. (Their approach is different from the 2021 Verizon lease *renewal*, which prepaid \$500,000 for a 99-year lease.)
- **Vacation extension.** The request would extend 67.5 hours through May 31, 2024.
- **Police Department.** You have the memos from Chief Defoe concerning Jon Rahlf's resignation from a full-time position, and the request to promote Thomas Rossberger to full time.
- **Fire Department.** Purchasing policy requires Town Board approval of department credit cards. Please re-authorize a card with a \$5,000 limit in Tim Eldred's name.
- **Updates on ESB issues.** See separate memo.

4. Follow Up on Previous/Ongoing Projects

- **Accounting administrator.** We have received no applications for Barb Nelson's position. We did solicit a proposal from Ehlers & Pierce (an Ashland CPA firm) to provide some monthly accounting services on a contract basis. Barb and I are examining how we might handle remaining responsibilities after her retirement. At this point, we are leaning toward creating an in-house position, approximately .75 FTE, that would handle accounts payable and related duties. How to assign remaining tasks, primarily dealing with the annual budget, is yet to be determined.
- **Cell tower.** The Town received the radiofrequency exposure study we requested from American Tower (the original cell tower on MRF grounds). The study says exposure at ground level is 1.62% of the federal standard for maximum permissible exposure. We previously received a categorical exclusion letter from AT&T regarding the new tower, confirming "that the RF exposure to the general population complies with the FCC exposure limits".
- **Comprehensive Plan.** A rough draft of the plan is completed and undergoing final review by the steering committee. A 2-page summary for community distribution is also in the works.
- **Disaster Damage Aids Program.** We filed the approved petition with WisDOT to obtain reimbursement for gravel road and culvert repairs after spring melt damage. Ben Schram now must submit a designated reimbursement form and additional documentation.
- **Legal fund.** I sent thank-you letters to 4 more donors. Donations now total \$7,413. (Town legal expenses on Ashland County issues are \$39,310 through May. The County's legal expenses are \$38,746.85 through April, according to information obtained by Mike Starck.)
- **Rental ordinance.** The TPC work group, the Zoning Administrator and I continue to meet weekly on further revisions that reflect feedback from the initial public hearing. Changes focus on language governing events and short-term rentals. We expect to have a new draft finished by June 15 that can be submitted to the Town Attorney.
- **Town Hall AV system.** The system has been installed and tested at several meetings. The Town Clerk will convert live-streaming and web access to Town Board meetings to a YouTube channel.

- **Wisconsin Towns Association.** I attended the Ashland-Bayfield County unit meeting; by default, I was elected vice-chair from Ashland County.

5. Grant Report

- **BBTP Accessibility Study.** I filed the final report, which will enable us to receive \$15,000 reimbursement through the Wisconsin Coastal Management grant program. I spoke with the US Department of Agriculture's Rural Development representative in Wisconsin about whether an ADA-compliant bridge and ramp would be eligible under their community facilities guidelines (their answer: maybe), then forwarded that information to Sen. Baldwin's staff for potential inclusion in a congressionally directed spending request.

6. Lawsuits/Legal Issues

- **Ashland County.** The County Board, on a 15-2 vote on June 6, denied our claim, which seeks \$363,654.63 for law enforcement patrol and response that La Pointe property owners pay for but are not receiving. The Town has six months from the date of official notice of disallowance to determine whether to sue the County. We have not received official notification yet.

7. Other Information

- **Bell Street Tavern.** The building is being put up for sale; Dave Marchetti gave Glenn Carlson and I a tour in case we want to consider potential Town uses.
- **Library Board.** Board chair Lisa Potswald has resigned. That will create an additional opening beyond appointments that expire on July 31.

May 2023 Public Works Report

Roads

- After a rough spring with little or no transition, the gravel roads were in poor shape. It wasn't a gradual shift to warmer temps, and we must have patience to properly do our best to maintain and preserve the gravel road network. The first week of May saw Pete out in the grader with the new scarifying bits. These bits are essentially teeth that help cut out the potholes and spread the binder around the existing gravel. I'm sure gravel road residents were very happy after this was done.
- The second week of May saw multiple road repairs and spot grading take place as load limit restrictions were lifted, and many residents returned for the season.
- On 5/10 the crew replaced another failing culvert on North Shore Road, just south of Stockton Rd.
- 5/17 and 5/18 saw the entire crew working on downtown curb and sidewalk clean-up.
- The 2008 Ford pick-up continues to have fuel issues, and the 1989 2WD Chevy Parks pick-up continues to have transmission issues. I will be asking the Town Board for a replacement Roads Dept. pick-up sooner than later. Time to upgrade the 34-year-old Parks truck.
- Related to the above note, the Town will be putting together a large collection of vehicles and other misc. equipment for the Wisconsin Surplus Auction site once again, likely in July – stay tuned.

Parks

- The Rec Center was officially opened for the year on 5/2. It was satisfying to finally have the building fully operational, and there are many rentals scheduled for the season.
- The week of 5/8 was a big week of opening the downtown Parks, purging water systems, and cleaning public restrooms. The urinal at Joni's Beach was replaced, and new sink faucets installed.
- Big Bay Town Park was fully opened for the season on 5/19. In one month, the 'Town of Big Bay' returns for what is shaping up to be another great year.
- The Marathon organizers did a great job taking care of Joni's Beach and the facilities, and it appears that the Marathon was a success once again.

Misc.

- Ziellies Tree Service will be working on the side of many island roads clearing tree limbs for Xcel Energy's overhead lines, please watch for their trucks and workers, and slow down.
- It's almost busy summer once again, drive safe out there.

Respectfully submitted,
Ben Schram
Public Works Director

RECEIVED

JUN 6 2023

Initial: dg

(5) TBITA, AA, Clerk, PWD, Public

Letters from MRFY

"Baseball hasn't forgotten me. I go to a lot of old-timers games and I haven't lost a thing. I sit in the bullpen and let people throw things at me. Just like old times." Bob Uecker

I remember being a 7-year-old kid in Pontiac, Michigan, and going to see the Detroit Tigers play in 1977. This was around the time of some of the classic names of Tiger lore: "The Byrd" Mark Fidrych, Alan Trammell, "Sweet" Lou Whitaker, Lance Parrish, Ron LeFlore and Jack Morris. Both times that I saw them play, they played the Milwaukee Brewers (irony, I know). I remember watching Rusty Staub dig a low pitch out of the dirt and park in in the upper deck. He connected with a solid crack of the bat and people immediately rose to their feet and, with it, a slow low roar that built from nothingness into a deafening storm of cheering. What amazed is the fact that the actions of one man could bring so many to their feet in unison. It was togetherness and teamwork. It was impressive.

Tiger Stadium has long since been torn down and with it the memories, the countless spilled beers, bits of relish and mustard from hot dogs wrapped in tin foil and of course, my childhood. Good times that are remembered fondly.

Fast forward 46 years and I find myself on the other side of the pond (Lake Michigan) and cheering for the Milwaukee Brewers from another piece of hallowed ground; the MRF. We too have the ambiance of stale beer, spilled bits of ketchup and mustard, as well as occasional cheering and laughter that goes along with a day at the dump. Friends are reunited, stories are shared, tickets are punched, and all we are missing are a vendor throwing hot dogs and the roar of the crowd. (I'll see what I can do about lunchtime at the MRF.)

We are officially in the busy season. The dumpsters are filling up in a 'quick-like fashion" due to belated spring cleaning. The Island Closet is in full swing and there are some early donations that are raising eyebrows -- including an adult Winnie the Pooh onesie (WHAT??? No Wayyyy) Needless to say, it went home with some adoring person.

The weather is shifting from "too hot too soon" to something that is frequently described as "Where is my sweater and let's turn on the heat" weather. Mr. Michael Haben is an amazing asset to the MRF Crew. He is "Haulmesiter Supreme"! He is running bales of plastic to Eagle River as this is being written and will be doing two trips tomorrow to get us back to even. When you pop into the MRF, give him a big Thank You!

We are also finally rolling out the Compost Program!! After a very generous anonymous donation (Thank You!!!!), we will be distributing some very beautiful green buckets (complete with a NEAT-O sticker). Participants can bring food scraps in on Saturdays and dump them into a barrel, which we will store in a secure location, occasionally rotating it until the end of the year, when we will donate or raffle compost off to some lucky individual. This is a trial program and, depending on community response, we may expand it next year.

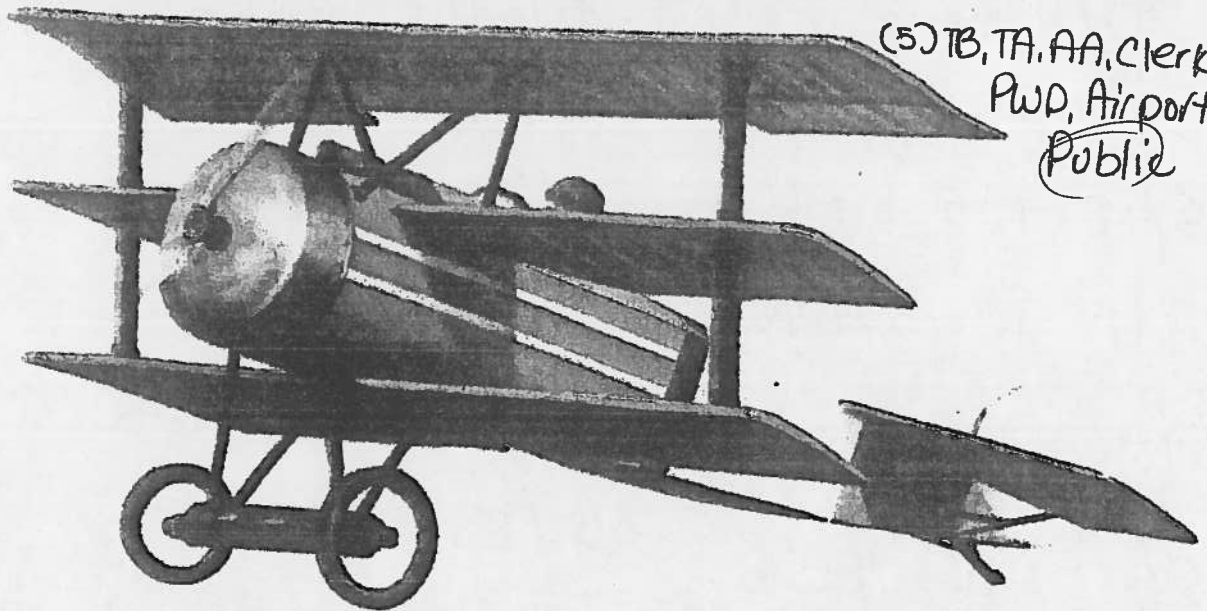
The biggest reminder is NO MEAT!! Fruits, veggies, breads, eggshells, coffee grounds only. If you end up adding a bit of Aunt Mildred Summertime Jell-O Surprise; complete with cottage cheese and grapes cut in half, I won't tell; but NO meat. Super grateful to divert more material out of the waste stream and into soil revitalization.

AS always be MRF-Tastic!
Martin A. Curry
Recycling Supervisor

RECEIVED

JUN 7 2023

Initial: dg



(5) TB, TA, AA, Clerk,
PWP, Airport,
Publie

Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 06/01/23

Re: Monthly report for May 2023

During the month of May our airport was issue free !

Attached are logs / checklists

Thanks !

Paul
COVER + 5

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JUN 1 2023

Initial: dej

Following filed + light plans May 2023

5/6 N192AF

5/26 N5PU

5/11 N536PU

5/26 N6426S

5/11 N4370N

5/27 N4972L

5/14 N192AF

5/28 N2676S

5/17 N178SG

5/29 N177GW

5/19 N3315V

5/30 N859D

5/20 N710WG

Drop box receipts

5/20 N192AF

\$110.⁰⁰

5/21 N5889V

Additional traffic
see sign in sheets

5/21 N523PU

5/21 N2240G

5/22 N3517V

5/22 N192AF

5/23 N4209Q

5/24 N3968N

5/25 N200NW

5/26 N327BP

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
5/3	D. DENKERS	363DS	1	P	KREG	
5/8	Wyatt A	N1679H	4	P	ZID	
5/9	D. DENKERS	363DS	2	P	KREG	
5/14	JOHN, CARMA, PARKER LINN	68GF	3	P	BRD	
5/14	MIKE - DRENE LINN	9305L	2	P	PWL	
5/15	Mitch OSOWSKI	61761	2	P	ROS	
5/15	PABLO PRIBIONI	N3549H	3	P.	MIC	
5/15	Jerom Miller	N7936W	3	P	KMFI	
5/15	GARY GANNON	N5037S	1	P	KUBE	
5/16	George Erickson	N79118	3	P	KOFO	
5/16	Jessica Shaver	N784BG	2	B/P	KSUV	
5/19	NICK WIRTH	N3315V	1	P	WE89	
5/20	Joel Kolton	6839m	2	P	D-25	
5/22	Ryan Harper	N3512V	2	P	KJTC	
5/23	Ben Nemce	4209Q	2	P	KHRV	

30

5/23 Pilot shack sign in (1)

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
5/23	D. DONKERS	N363DS	1	B	KRGK	
5/24	D. KARR	N3006K	3	P	KSGS	30
5/25	J. Brennan	N327BP	2	B	KLSE	20
5/26	H. AIDON	N5PV	2	D	KFCM	
5/26	D. DONKERS	N363DS	2	P	KRGK	
5/28	K. HANSON	N7828Y	5	P	6P3	30
5/27	J. Dorech	N897IV	3	P	KLUM	
5/28	J. Miller	N6531L	2	P	KCBG	
5/28	T. Vaughn	N3006K	2	P	KDEH	
5-28	T. Anglem VV	N2591R	1	P	KFFU	
5-28	J. Dorech	N897IV	3	P	KLUM	
5-23/29	Steve Remes	229TA	3	P	KFBL	
5/29	Gabe Johnston	1776W	1	P	CMX	
5/29	MIKE MORROW	519mm	1	P	MSN	
5/29	T. Kaminski	N9447X	1	P	ARV	

5/29

(2)

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
1-30-23	Brady Bruns	N959D	1	School	KDBQ	
7/31/23	Thompson	N417CP	2	CAP	GRB	

5/23

(3)

Run 3 total records

Available Reports	Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	Orga
Civil Airport Coordination Report	68339154	06/032	1GRB 06/032 4R5 RWY 22 PAPI US 2305011812-2305311812	4R5	Paul	airport@to...	
Civil Airport NOTAM Report	68615884	06/280	1GRB 06/280 4R5 RWY 04/22 WIP SWEEPING 2305191400-2305191869	4R5	Paul	airport@to...	
	68668124	06/285	1GRB 06/285 4R5 RWY 04/22 WIP GRASS CUTTING ADJ 2305311501-...	4R5	Paul	airport@to...	

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	05/01/2023
Date Range (End)	05/31/2023

5/23 NOTAM

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

Zoning Report 5/31/2023
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

ZONING REPORT 5/31/2023

Building/Land Use Permits

	2023		2022	
	Value	Number	Value	Number
County	\$,2225.00	12	\$3,380.00	12
Town	<u>\$4,499.25</u>	<u>21</u>	<u>\$4,102.00</u>	<u>10</u>
Total	\$6,724.25	33	\$7,482.00	22

Town Revenue (year to date)

Permits	\$3,499.25
Variance	0
CSM	\$250.00
Special exception	\$750.00
CUP	<u>0</u>
Total	\$4,499.25

Short-Term Rental Permits

Source	2023 (year to date)		2022 (year to date)	
	Permits	Revenue	Permits	Revenue
Rentals by owner	60	\$10,500.00	9	\$1,350.00
Madeline Island Vacations	49	\$8,575.00	0	0
The Inn on Madeline Island	<u>29</u>	<u>\$5,075.00</u>	<u>0</u>	<u>0</u>
Total rental properties	138	\$24,150.00	9	\$1,350.00

Comparisons to last year are not accurate as Rick had passed and there were no monthly reports to compare to.

RECEIVED

JUN 7 2023

Initial: dg

Zoning Report 5/31/2023

Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

Notes:

On May 3rd I sent a letter to Bob Hartzell informing him that he should get on the TB agenda to ask permission for a named private road; have not gotten a response yet. I received a phone call from Heather Winters inquiring about regulations for a mobile sauna. She has talked to Ashland County Health Department about inspections. They stated that none would be required of them. I informed her that mobile vendor units are allowed only on private property in the commercial zone. She said she may have a few possibilities of private land in town. I said I would talk to TPC to see if there would be any problems with this. May 23rd: Jim Peters, Paul Wilharm, Michael Kuchta, and I met to discuss changes in the rental ordinance; updates will be given when we get further along.

DATE	SANITARY PERMIT#	COUNTY PERMIT#	LAND USE PERMIT#	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER 014	PROJECT TYPE	TOWN FEE	COUNTY FEE	ENTERED
5/9/2023		8717	2023-12	Arnold Nelson Roxane	1453	Middle Rd.	00162-0120	Driveway	\$ 50.00	\$150.00	5/9/2023
5/9/2023			2023-13	Ashcroft Roxane	1215	Middle Rd.	00169-0800	Camper	\$ 75.00		5/9/2023
5/9/2023			2023-14	Ashcroft Roxane	1215	Middle Rd.	00169-0800	Camper	\$ 75.00		5/9/2023
5/9/2023			2023-15	Ashcroft	1215	Middle Rd.	00169-0800	Camper	\$ 75.00		5/9/2023
5/17/2023			2023-16	Jay Timm	1215	Middle Rd.	00169-0800	Camper	\$ 75.00		5/17/2023
5/17/2023			2023-17	Jay Timm	1215	Middle Rd.	00169-0800	Camper	\$ 75.00		5/17/2023
5/23/2023	8752	8718	2023-18	Arnie Nelson	1453	Middle Rd.	00162-0120	Building	\$502.75	\$500.00	5/23/2023
5/24/2023			2023-19	Jake Dobson	772	Brians Rd.	00207-0600	Accessory Building	\$325.00		5/24/2023
5/24/2023			2023-20	Jake Dobson	404	Old Fort Rd.	00200-3326	Driveway	\$ 75.00		5/24/2023
5/24/2023			2023-21	Ben Schram	630	Penny Ln.	00193-0400	Camper	\$ 75.00		5/24/2023
5/30/2023	8719			Ben Schram	630	Penny Ln.	00193-0400	Sanitary Camper		\$175.00	5/30/2023

Submitted 5/31/2023

Ed Schaffer

ACCOUNTING ADMINISTRATOR REPORT

June 2023

06/06/2023

FINANCIALS:

1. AUDIT:

- a. The Baker Tilly partner review of the 2022 audit should take place in the next few weeks; then they will send the adjusting entries. Once that is done, entries can be made into the Workhorse program and reconciled so we can close 2022.
- b. Does the Town Board want to meet with the auditors to discuss the audit review or suggestions for changes and improvements? Meeting could be in person or via Zoom.

2. GRANTS:

- a. Big Bay Town Park Access WI Coastal Management: All costs have been incurred and Michael has submitted the close-out report and reimbursement request before the June 30th due date.
- b. Airport CARES, etc: Will begin the organization of invoices and check copies for reimbursement.

3. BUDGET:

- a. The 2023 Amended Budget has been entered into the software program and we will give their budget reports a try. The hope is to eliminate most of the data entry from the software program into the Excel budget spreadsheets. By doing so, it should automate some of the monthly budget reporting.
- b. 2024 budget process will be starting in three months. Department Heads will be asking for guidance on 2024 borrowing, allowable budget changes and capital projects. This is also the time for working on budget files for the Department Heads. I'll be looking into the logistics on exporting and importing data from Workhorse and the budget spreadsheet and what may need to be changed with the budget spreadsheets.

MISCELLANEOUS:

- a. The 4th of July falls on Tuesday and the Town Hall will be closed.
- b. As per the June 13th, 2006 Town Board Proclamation to Celebrate Lake Superior Day as the 3rd Sunday in July, the 2023 Lake Superior Day will be July 16th, 2023.
- c. Thank you for your 5/23/2023 approval of an extension of my unused vacation hours.
 - i. I will be taking some time off starting Friday, June 16th – and back Monday, June 26th.
- d. My upcoming projects are:
 - i. 2022 year-end Audit entries, for 2022 & 2023
 1. Implement audit suggestions/changes
 - ii. Workhorse software updated and balanced/reconciled from audit entries
 1. Finish setting up department head/user access
 2. Review with users how to locate reports and data
 - iii. Succession plans/options
 - iv. 2024-2025 budget preparation
 - v. Airport grants reimbursement
 - vi. Basement files/organization

Respectfully submitted,

Barb Nelson

Accounting Administrator

RECEIVED

JUN 7 2023

Initial: dg



(5) TB, TA, AA, Clerk, Police, Public
LA POINTE POLICE DEPARTMENT

MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: Town Board
From: William Defoe
Date: 6/6/2023
Re: Monthly Police Report for June

During the month May 2023, the La Pointe Police issued the following:

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

With the end of May and Memorial weekend, welcome to official summer. Calls for service are in line with previous years. And now we are getting ready for the Madeline Island In-Line Skate Race as well as the 4th of July.

As some of you may have heard, we are losing one of our officers, it will be down to three of us covering the island and having to double up during important weekends. We have some guys on our part time roster that will be trying to help where they can. However, I would expect to have a bit of overtime this summer. I have contacted the Sheriff's Office, they are down three deputies, and one more retiring in August. They will not be able to help much if at all. I have already posted for a part time officer on WILENET (Wisconsin Law Enforcement Network) which is run by the DOJ, but there are already quite a few postings on there, and my fellow chiefs are not getting any applications for part time.

The state installed an Intoximeter machine at the fire hall. We will now be able to test 1st offense Operating a Motor Vehicle While Intoxicated arrests, which also includes the not a drop law for all persons under 21, without having to go to the mainland, providing they have a responsible party to take custody of them. The DA's office requests a blood test for 2nd and subsequent offenses. The only challenge will be finding someone that has not been drinking to take custody.

The Madeline Island Marathon went off without any incident, we received three deputies from the Ashland County Sheriff's office with help with traffic control as well as two wardens from GLIFWC. With the upcoming In Line Skate Race, we have Two Deputies coming from the Ashland County Sheriffs office and three wardens from GLIFWC.

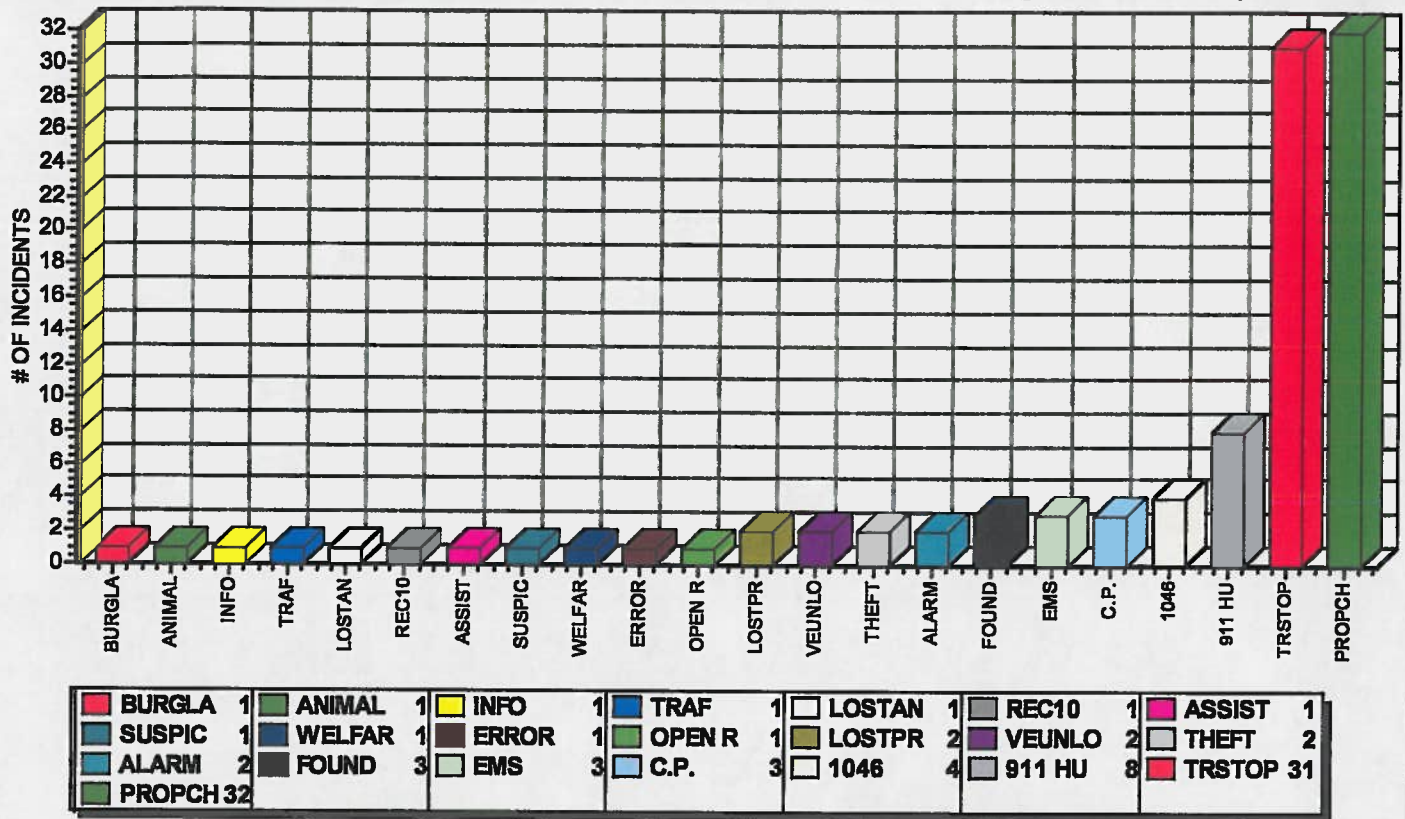
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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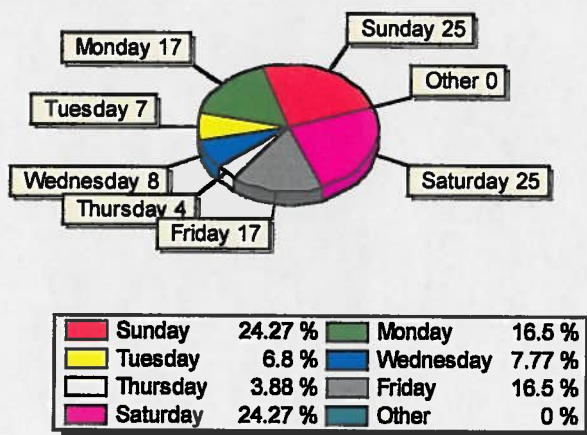
JUN 6 2023

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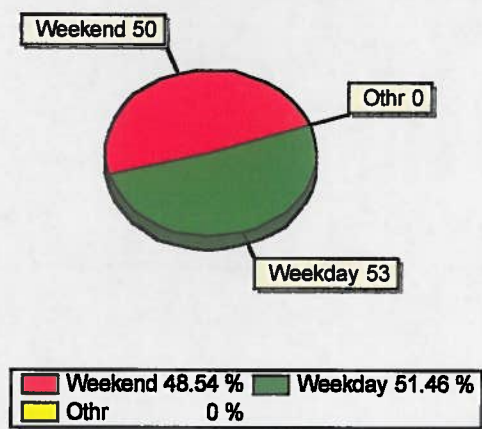
Incident Frequency by TYPE (Top 22 of 22 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-23-00001')
 (LOGNUM <= 'A4-23-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('5/1/2023','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('5/31/2023','MM/DD/YYYY'))

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

Madeline Island Ambulance Service Report

June 1, 2023

We had two runs in May. One was transport, and the other a non-transport. We have switched over to the larger rig for our primary ambulance currently, since it is plenty dry out there now. I did an article in the Gazette and encouraged people to make sure their driveways were ready for large emergency vehicles.

I am almost completed with our service renewal and updates to our Operations Plan for the state. It is involved but is always interesting to go through and update. We are required to do this every three years.

We did have our inspection with the new state ambulance inspector. We passed both inspections, with just the suggestion to add a second fire extinguisher to each rig and to add carbon monoxide detectors to our jump kits. The new extinguishers are installed, and the monitors are on order.

We are not signed up to work on the three large community events this season. We remain on call for the rest of the island. During the marathon, we did help a runner after the race when she needed treatment.

All of the EMTs have finished their refreshers. We are waiting for a few of the EMRs to do the same. Hopefully they will get them done soon. We welcome Bonnie Matuseski officially to the team.

Next Tuesday I am meeting with the head of emergency services at Memorial Medical Center. He is coming over to meet and have a tour and talk over any issues, make suggestions, etc. to our procedures. It will be good to meet in person.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

RECEIVED

JUN 7 2023

Initial: dg

MEMO

To: Town Board
From: Michael Kuchta
Re: Dock Issues

SmithGroup, the project manager on the dock expansion project, believes water is coming through cracks in the concrete because of gaps in the ¼-inch weld that is supposed to be in place between the steel pile and the steel plate atop the pile (see illustration). However, repairing the flaw is beyond the standard warranty period, which expired 12/22/21 – one year after certificate of substantial completion was issued. I have asked our Town Attorney what options we may have against Wren Works, which was the contractor; I have not received a reply. SmithGroup believes we may have a 6-year statute of limitations.

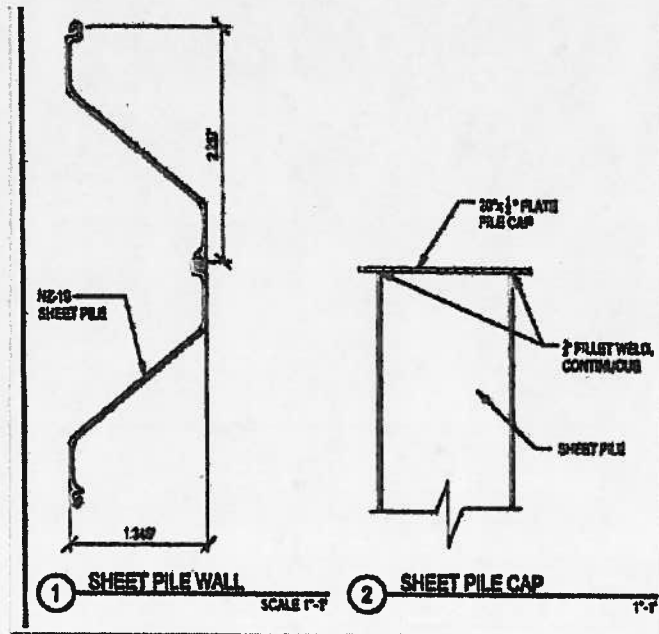
Town crews examined the situation from the water. They offered two potential solutions:

- a short-term fix of applying silicone caulk in the gap
- a longer-term fix of taking flat-steel bar, welding on tabs to form an L, attaching the steel bar to the face of the wood, then tack-welding the bar to the side of the sheet piling (this likely would have to be done from the ice in winter).

SmithGroup believes these could work, and suggests two other options; both would require removing the top timber whaler.

- Installing no-sag caulk or butyl rubber mastic roping into the joint between the steel pile and cap.
- Repairing or replacing the original weld.

We have not pursued cost estimates on any of these repairs.



RECEIVED
JUN 9 2023

Initial: ck

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

TOWN OF LA POINTE
2023 SCHEDULE OF FEES EXHIBIT A
Approved by the Town Board on 12/13/2022, revised 4/11/2023

Items requiring sales tax are noted with charges

AIRPORT

Tie Down Fees

Annual Tie-Down Permit
Nightly Tie-Down Fee

\$210.00 plus sales tax
\$15 (\$30 if not paid before departure); for "under wing" camping, \$30 (\$60 if not paid before departure). Includes sales tax.

Extended Parking Permit Town Lot A

Summer: 6 months 5/1 - 10/31
Winter: 6 months 11/1 - 4/30
Annual: 12 months 5/1 - 4/30

\$100.00 plus sales tax
\$100.00 plus sales tax
\$150.00 plus sales tax

**Industrial Zone Leases 4,250 sq. ft. annual
Leases**

\$884.27 + December 2022 CPI-U (Consumer Price Index Urban)

Hangar Leases

Per square foot of hangar

\$0.586420464 + December 2022 CPI-U

RECEIVED
JUN 7 2023

Initial: *df*

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

WELCOME TO 4R5 / MAJOR GILBERT FIELD / MADELINE ISLAND

Fees:

- Tie-down: \$15 per night
- Under-wing camping: \$30 per night (includes tie down)

Fees double if you skip and we must look up N number and send bill.

Name _____

N Number _____

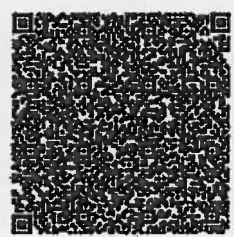
Date(s) _____

**FILL OUT AND PLACE ENVELOPE IN COUNTER SLOT,
REGARDLESS OF YOUR PAYMENT OPTION. THANK YOU!**

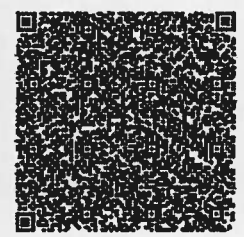
(Check box for payment type)

Please pay with cash or check payable to:
Town of La Pointe

Or, pay using PayPal by scanning the QR Code:
(You do not need a PayPal account)



Tie-Down



Under-Wing Camping

RECEIVED

JUN 8 2023

Initial dy

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



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

Michael Kuchta
Town Administrator

PHONE: 715-747-6914
EMAIL: administrator@
townoflaointewi.gov

May 19, 2023

Scott Grabarek
PO Box 386
La Pointe, WI 54850
Via certified mail

Scott,

This is to inform you that, effective today, the Town of La Pointe is terminating the leases you held for Industrial Lots #4 and #5.

The leases are being terminated because:

- You have failed to pay the lease rental charges within 30 days, as required in Section 10(A). We sent you an invoice dated Jan. 28, 2023, informing you that rent for the year was \$941.75 per lot, for a total of \$1,883.50. We subsequently sent you additional invoices. Despite our efforts, we received no payment or response from you.
- Your leases expired on Dec. 31, 2022. You did not notify the Town of any desire on your part to extend the leases, as allowed in Section 1 of the lease agreement, or to renew the leases, as allowed in Sections 3(G)(2) and 11(A).
- You have failed to provide a current Certificate of Insurance, as required in Section 7. Despite written notification dated Jan. 28, 2023, you have failed to correct this violation within the 30 days required in Section 10(C).

As a result, the Town is declaring your leases for Lots #4 and #5 void. The Town intends to take possession of the premises 30 days after the date of this letter, as allowed under Section 10(A). You have 30 days from the date of this letter to remove all property from Lots #4 and #5. Any items not removed from the Lots by that day will be considered abandoned and will be disposed of by the Town; you will be charged for all time and expenses the Town incurs in clearing the Lots. Any charges would be in addition to the \$1,883.50 you still owe the Town in rent for continuing to use the Lots.

If necessary, the Town will pursue any other remedy available under Wisconsin law.

Sincerely,

Michael Kuchta

RECEIVED
MAY 21 2023

Initial: dg

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 Barany Residential and Commercial Cleaning (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:

- At the direction of the Town's facilities manager, clean the interior and exterior of the open-air chapel once a week from May through September, or upon request.
- Advise facilities manager of need for more thorough maintenance or repairs.

2. Payment. In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

- Within 30 days of receiving invoice documenting dates of service

The amount payable by the Town to the Contractor for services under this contract shall not exceed \$55 per hour, with a maximum of two hours per visit.

3. Reimbursement for Expenses. Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials; and disposal of debris.

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

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

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 in the course of this project. Contractor's workers shall be trained in utilizations of SDS and have the SDS available in the event of an emergency.

RECEIVED

JUN 7 2023

dg

Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by its employees at work. 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.

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

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.

6. 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.

7. 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.

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

- a) Maintain its business separate and apart from the Town.
- b) 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. **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.

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

To the Town:

Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov

To the Contractor:

Barany Residential and Commercial Cleaning
50401 Beaser Road
Ashland, WI 54806
715-292-1864
baranycleaning224@yahoo.com

IN WITNESS WHEREOF, the undersigned have executed this agreement:

Approved by Town Board (date): _____

The Town of La Pointe (the Town) Board Chair

Signature _____

Date _____

Printed Name _____

Full Legal Name of Contractor

Signature _____

Date _____

Printed Name _____

Title _____

(5)TB, TAA, Clerk, Public

MEMO

To: Town Board
From: Michael Kuchta
Re: Public Arts Committee

At your May 23 meeting, you postponed a decision on the committee's request to place temporary art on the pavement of Michael Cadotte Road and on Town sidewalks. The committee has not met since that Board meeting; however, at least one member hopes to be present to try to answer questions.

In short, the committee has discussed using Town space for temporary art installations of poetry or drawings. They tossed around ideas such as running a contest, having different categories (such as categories for children, Indigenous art, etc.) but nothing is set in stone. The committee did not work out any details or want to spend a lot of time on the idea if Town sidewalks and streets will be off limits. Their request was mostly to see if the Town Board would be agreeable to this kind of public art project. Their understanding is that preliminary OK would not give them carte blanche; instead, they would report back once they have a more defined project.

In 2018, the Town Board did give permission for the after-school program to paint stenciled designs "on sidewalks and other areas." Town Ordinance, Chapter 394-21, states: "No person shall intentionally apply, spray, spill or dump any paint, stain or similar substance or material on a highway in the Town of La Pointe without having first obtained the specific consent or permission to do so from the governmental entity having jurisdiction over such highway."

RECEIVED
JUN 8 2023

Initial: *dkg*

(5) TB, TA, AA, Clerk, PWD, Police, Public about, bian
original to Clerk

SPECIAL EVENT PERMIT

FILE NUMBER _____

Organization/Sponsor(s) of Event: AKiing - Madeline Island / Native American Ed Tech.
Stn Fire

Contact: PAUL (First Name) DeMAIN (Last Name)

Address: PO Box 481, La Pointe
La Pointe (City) WI (State) 54850 (Zip Code) Phone: 715-558-2991

E-mail address: Skabewis@hotmail.com

Date(s) Requested: July 7th 8th + 9th - Set up after 3pm July 6th

Mapped route (if any): _____

Description of event: Joni's Park and Bench
Indigenous Market Vendors & Light Music

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):
[Signature]
Signature _____ Date _____

Deposit Paid: \$ <u>100.00</u> <u>ck # 1014</u>	Received by: <u>D. Goetsch</u>	Date: <u>5-22-23</u>
Amount Paid: \$ <u>150.00</u> <u>ck # 1013</u>	Received by: <u>D. Goetsch</u>	Date: <u>5-22-23</u>
Amount Refunded: _____	Date: _____	

THIS PERMIT WILL BE VALID ONLY FOR: _____ TO _____
(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

Initial dg

Micaela Montagne

From: Bennie Netzley <bennie@hollywoodpyrotechnics.com>
Sent: Thursday, May 25, 2023 4:52 PM
To: Micaela Montagne
Cc: Sharon Zanto; nelsonco@cheqnet.net; Ellie Fregni
Subject: Madeline Island 4th of July Fireworks Permit
Attachments: Certificate of Insurance_Madeline 2023.pdf; LaPointe-Madeline Island 2023 Fireworks Plan.doc; Show info 2023.docx

Hi Micaela,

I have the usual documents refreshed for this year's 4th of July fireworks.

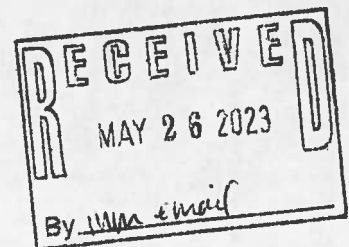
The big change this year is that we are moving to a two-day setup (the show got too big for a one day setup!). The crew will arrive on the 3rd to set up racks, then park the truck at a secure location overnight. On day two, they will load the fireworks and fire the show. No fireworks will be on the breakwater overnight - they'll be locked in the truck and parked at a secure location - the same as last year when we had to work around the rain.

The Coast Guard permit was submitted back in April, and is still in the works. I heard from them recently, and everything should be approved well before the 4th.

Let me know if you need anything else. I've Ccd key players here, so that they have all the info and insurance cert as well.

Thanks!

Bennie Netzley
Manager and Display Operator
Hollywood Pyrotechnics, Inc.
1567 Antler Point
Eagan, MN 55122
Operations Center in Pine City, MN
651-454-7976 office
763-218-1638
cell
866-PYRO411 toll free



Great Fireworks for You!

Fireworks Show info:

**July 4th, 2023
(rain date July 5th, 2023)**

Sponsor is Madeline Island Chamber of Commerce

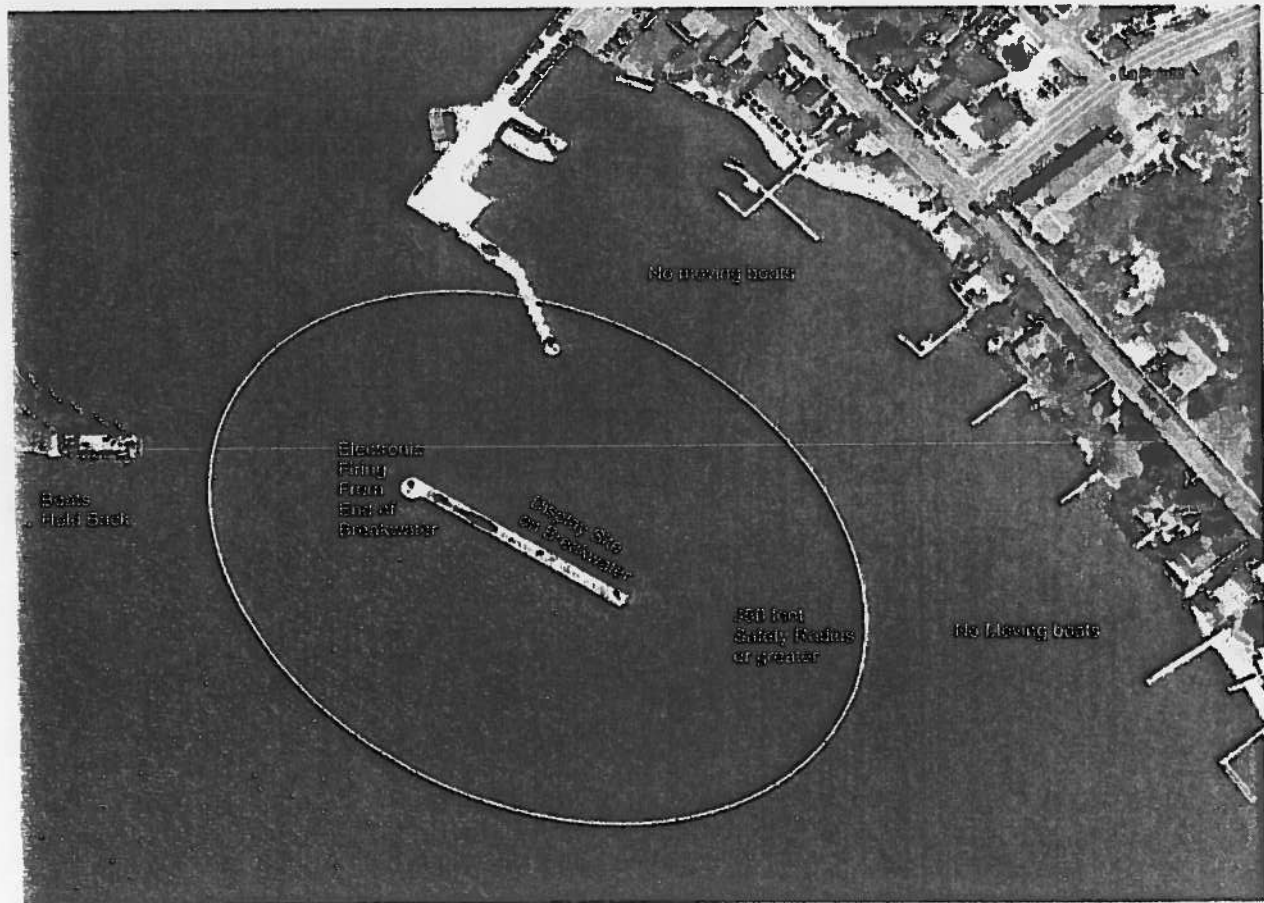
Display location is the breakwater outside of La Pointe WI on Madeline Island.

Shell size to 5", requiring 350 feet. This is from far South East area of the break water, furthest from docks and audience. Bulk of display is 3" to 4". Inner harbor is free of boats (not at the docks along shore, or North side of main city dock. Outside of the breakwater boats traffic to remain back 800+ feet to accommodate further safety distance.

Some water cakes fired into harbor area (distance 150 feet from breakwater).

Display is a reoccurring display. 2012 through 2022 permit was from Hollywood Pyrotechnics, Inc., and this year is the same.

Breakwater is concrete on a stone bolder ballast base.



LaPointe Wisconsin July 4th, 2023 Fireworks Display Contacts and Plan

Contact/Distribution List:

LaPointe Chamber of Commerce (Sharon Zanto - Sponsor)	715-747-2801
LaPointe VFD (Rick Reichkitzer, Chief)	Cell 715-209-1524
LaPointe PD (Rick Reichkizer, Chief)	fire hall 715-747-6667
	Cell 715-209-1524
Hollywood Pyrotechnics, Inc. (Ellie Fregni – Lead Shooter)	Cell 612-205-3621
Hollywood Pyrotechnics, Inc. (Bennie Netzley – Manager)	651-454-7976
	Cell 763-218-1638
Bayfield PD (Bud Casper, Chief)	715-779-5097
Bayfield VFD (Steve Dunn, Chief & Jon Nelson)	715-779-3333
USCG Station Bayfield (BMC Wayne Spritka, OinC)	715-779-5100
USCG Marine Safety Duluth (_____)	218-720-5286 (ext 124)
	Cell 218-522-0705
USCG Auxilliary 28-01 (Hugh Madson)	Home 715-747-5904
	Cell 651-238-2285
Madeline Island Ferry Lines (Gary Russell)	715-747-2051
	Cell 715-209-1574

Transport of Fireworks to Madeline Island:

1. Fireworks will be transported to Bayfield, Wisconsin by Hollywood Pyrotechnics, Inc. Arrival on the Main City Wharf for delivery to Madeline Island on July 3rd, 2023 at 9:00AM. The Wharf is located on Wilson Avenue at the foot of South 2nd Street.
2. Notification will be provided to Bayfield PD and Bayfield VFD, who may elect to provide security and fire protection at the site while the truck with fireworks and equipment are on-loaded to the special ferry for transport to the LaPointe Town Dock.
3. Fireworks and equipment are to remain secured in the truck on the boat. An additional vehicle towing a small work boat will accompany the fireworks truck. A fire extinguisher will be located on the cargo deck.
4. The boat should depart the wharf in Bayfield at approximately 9:30AM to arrive at the LaPointe Town Dock.
5. The fireworks truck will be parked in a safe location near the LaPointe city dock, or overnight in a fenced yard (safe harbor). The fireworks truck will remain attended until all fireworks are removed from the truck.
6. Once the accompanying work boat is launched, fireworks and equipment will be moved to the LaPointe detached break wall (Light List No. 15456 and 15450).
7. The fireworks and equipment will be offloaded from the work boat and the detached breakwall will be restricted to authorized personnel only. The LaPointe VFD will position Engine 4 on the town dock during the transfer process.

8. The work boat will be secured at a ladder on the detached break wall for meal/break requirements and emergency egress of personnel until the fireworks display has been completed.

Discharge of Fireworks:

1. A 1000-foot safety zone will be established including the town dock and waters of Lake Superior surrounding the detached break wall (Light List 15456 and 15450.) from 9:15PM to 10:30 PM, July 4, 2023. USCG Bayfield Station to issue the appropriate Notice to Mariners.
2. An assigned USCG Auxiliary Vessel will patrol the safety zone from 8:00 PM until the completion of the fireworks display. USCG will maintain a radio guard on Marine VHF Channels 16 and 21 and LaPointe Fire/EMS UHF Channels 1 and 3.
3. The LaPointe PD will secure the town dock from all unauthorized personnel and vehicles after the last vehicle is loaded on the ferry "Madeline" for the 9:30PM scheduled departure. LaPointe VFD will position Engine 4 and personnel at the foot of the town dock.
4. Fireworks will commence when the ferry has cleared the safety zone sometime after the 9:30 PM departure and will be completed by 10:20 PM prior to the arrival of the ferry. The ferry will stand off of the safety zone, and delay arrival, if there are any delays in completing the fireworks display. Expected display length is 17-20 minutes.

Cleanup of Fireworks Site:

1. The Fireworks crew will examine the fireworks site for any unsafe conditions, Correct or inform/treat as required, and begin teardown/cleanup. The boat will transport the equipment and personnel off the Break Water at approximately 11:30PM to be reloaded into the truck waiting at the town dock. All cleanup will be completed the evening of July 4th.

Optionally a 'Rain Date' of July 5th is planned in case of high winds towards LaPointe, or high wave conditions cresting the Break Water risking personnel or firework loss into the lake. We ask that the fireworks display lead, be kept apprised of weather / lake conditions for the day and evening. Hollywood Pyrotechnics can setup and fire in rain conditions.

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

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Superior Plumbing and Mechanical Inc. (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:

- HVAC inspections, maintenance, and installation of equipment in Town-owned buildings upon request of the Town's Public Works Director or Facilities Manager. Work shall include seasonal check-ups of equipment in spring and autumn, repairs, and upgrades as needed.

2. Payment. In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

- Within 30 days of receiving an invoice documenting equipment and services.

Lien waivers must be put in place for all subcontractors utilized and materials purchased.

All reports made in connection with these services are subject to review and final approval by the Facilities Manager prior to payment.

3. Rates. The services and warranties provided for herein shall be compensated at the rates itemized in Appendix A for labor, trip charges, and equipment and tool usage. Terms shall apply from June 14, 2023, through June 30, 2026.

4. Reimbursement for Expenses. Unless modified in writing, the contractor shall bear all other costs and expenses under the terms of this Contract, including disposal of debris.

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

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

RECEIVED

JUN 8 2023

Initial: dg

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 in the course of 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, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by its employees at work. 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.

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 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 in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town.
- b) 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 recurring 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 relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

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
715-747-5913
administrator@townoflapointewi.gov

To the Contractor: Edward R. Redinger
Superior Plumbing and Mechanical Inc.
1015 11th Ave. E
Ashland, WI 54806
715-292-6670
ed@superiorpmw.com

IN WITNESS WHEREOF, the undersigned have executed this agreement:

Approved by Town Board (date): _____

The Town of La Pointe (the Town) Board Chair

Signature _____ Date _____

Printed Name _____

Full Legal Name of Contractor (the Contractor)

Signature _____ Date _____

Printed Name _____

Title _____

DRAFT

APPENDIX "A"

Superior Plumbing & Mechanical Inc.

1015 11th Avenue East, Ashland, WI 54806

Office: 715-292-6670

Email: james@superiorpmw.com



05/22/2023

Submitted to:
Town Of La Pointe
240 Big Bay Rd
La Pointe, WI 54850

Job:
RFP HVAC Contractor

Superior Plumbing and Mechanical Inc. hereby proposes the following rates for the maintenance and service of nine town owned buildings per the RFP made available on May 10, 2023.

- Standard Maintenance and Service Labor Rate: \$125.00/hour
- Emergency Service Labor Rate: \$155.00/hour
- Trip Charge including Ferry Fee: \$125.00/trip
- HVAC Equipment/Tools: \$35.00
- Warranty: Per manufacturer's warranty

RECEIVED
MAY 22 2023
By: *Mark*

To accept this proposal, please sign & return this form.

Interest will be charged on all accounts that remain unpaid 30 days after invoiced. Customer agrees to pay all costs, fees, expenses and attorney fees incurred in attempting to collect any outstanding balance. All equipment, supplies and accessories remain the sole personal property of contractor until contractor has been paid in full. Title to all equipment, supplies and accessories furnished by contractor shall at all times remain vested in contractor free from any claim by customer until contractor has been paid in full. Owner herein consents that contractor may enter upon premises to remove any equipment, supplies and accessories installed by contractor if owner fails to pay any invoice in full. Access to premises to remove items specified above is herein specifically granted to contractor during the hours of 8:00 a.m. to 8:00 p.m. This document also serves as an intent to lien.

3

Edward B. Redinger

Edward B. Redinger, President

Accepted by: _____

Date: _____

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



May 26, 2023

Town of La Pointe,
PO Box 270.
La Pointe, WI 54850

RE: Harmoni Tower – Site WIMKG2007/La Pointe – Lease Conversion Project

Dear Landlord,

It was great chatting with you earlier related to the cell tower lease conversion! Per our discussion, here is the up-to-date evaluation to convert the lease to an easement. Consistent with our conversation regarding Harmoni's above-referenced site, below please see the following offer for your review and consideration.

Perpetual Easement of the existing premises and a non-exclusive access and utility easement to the site.

\$4,372.50 at close and 35 additional monthly payments of \$4,372.50.

OR

A one-time, lump sum payment of \$157,410.00 upon full execution of documents.

This option may not have been available to you when your tower was first installed and may provide you with more flexibility going forward. You remain the owner of your property and all the protections you currently enjoy under your existing lease agreement remain in effect.

Many of our landlords have made the decision to convert their leases after considering the following advantages: **Use the monies to pay off your mortgage, consolidate high interest debt, start a business, purchase an investment, start a college fund, purchase land or an investment property.**

Please call me at your earliest convenience and we can go over the process further. As I mentioned, it's quite simple and I'll guide you every step of the way until you receive the funds in about 6-8 weeks from signature.

Sincerely,
George Hamel
Lease Consultant
Tower Alliance LLC
1200 N. Federal Highway, Suite 325
Boca Raton, FL 33432
ghamel@toweralliance.com
(754) 354-0031 – Office
(866) 236-1216 – Fax

RECEIVED

JUN 7 2023

Initial: dg

TB(S) TA, AA, Clerk.
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
MAY 23, 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: John Carlson, Marilyn Hartig, Paul Brummer, John Nielsen
Called to Order: 5:30pm

I. Public Comment A*: The possible increase in shared revenue legislation is no longer moving forward. Glenn Carlson commented he testified in Madison in support of Bad River against Enbridge for their pipeline being too close to the eroding river.

II. Open Bids/ Requests for Proposals

- A. RFP 23-01: HVAC Contractor: One received from Superior Plumbing & Mechanical. Basic hourly rate of \$125/hr, emergency rate of \$155/hr, a trip charge of \$125 includes ferry.
- B. RFP 23-02: Chapel Cleaning: One received from Barany Cleaning for \$55/hr.

III. Administrative Reports

A. Town Administrator's Report: Report prepared and presented by Michael Kuchta. Discussion the the ADA curb and walkway at the Rec Center will be done in house. The AV system for the meeting room will be installed on May 25th. And QR code for airport looks good. Report placed on file by Unanimous Consent.

IV. Public Works

A. Roads, Dock, Harbor

1. Extension of Vacation Hours for Public Works Director Ben Schram: Motion to approve 35 unused hours until 5/2/2024, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
2. Request for Proposals: Sidewalk Installation: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Will also ask for a quote on what the cost would be for the completion to Whitefish Street just to see.
3. Hagen Road Design Engineering Contract with Cooper Engineering Company: Came in under budget. Motion to approve, A. Baxter/ S. Dobson, 5 Ayes, Motion Carried.

B. Parks

1. Big Bay Town Park Accessibility Feasibility Study: Consensus to look for

funding using option one with a nice bridge (total of \$1,815,275).

C. Airport

1. Industrial Zone Lot Lease 10-year Renewal: Lot 8, Evan & Kathleen Erickson: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

V. Committees

A. Planning and Zoning

1. Application for a Conditional Use Permit for a Dog Park on Town property (Parcel 014-04670-200), and Possibly Waive Fee: Motion to apply for the CUP and waive the fee, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
2. Lease with Operators of a Dog Park on Town Property: Motion to authorize Michael Kuchta to discuss a lease with the folks creating the organization, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried.

B. Zoning Board of Appeals

1. Appoint New Member for Term Ending 6/30/2025: Chair G. Carlson appoints David Ehlen. Motion to ratify the appointment of David Ehlen, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

C. Winter Transportation Committee

1. Appointments of Bayfield School District Representatives to Winter Transportation Committee: Motion to appoint Joel Shilman and Randi Johnson, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried.

D. Public Arts Committee

1. Temporary Art on Pavement of Michael Cadotte Road and on Town Sidewalks: Discussion on what types of art and timeline. Motion to postpone until the next meeting for more information, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried.

- E. Committee Minutes:** G. Carlson commented on the Library Board Director and Library Board discussing the possible purchase and use of the Bell Street Tavern as a Community Center etc. prior to the Town Board discussing it.

VI. Town Hall Administration

- A. Budget Summary Report: Motion to approve with a thank you to those who have donated to the legal fund, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
- B. Resolution #2023-0523 to Appoint Agent for Department of Employee Trust Funds: Motion to approve appointing Jamie Murray as the agent, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- C. Resolution #2023-0523A Appoint Alternates for Board of Review: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- D. Special Event Permit, Apostle Island Inline Marathon/ Half-Marathon 6/17/23: Motion to approve for 2023, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Discussion on having a conversation prior to approving next year's event as the Town Board may not be interested in supporting an entity that doesn't support the Town well.
- E. Request for Proposals: Septic Waste Removal: Motion to approve, A. Baxter/ M.

Anderson, 5 Ayes, Motion Carried.

F. First Read: Amend Ordinance 192 (Animals) to Allow Dogs Off-leash Within Confines of Dog Park: fine.

G. Extension of Vacation Hours for Accounting Administrator Barb Nelson: Motion to approve 284 hours until Barb retires or 6/30/2024 whichever comes first, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve vouchers in the amount of \$64,719.88, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.

VIII. Alternative Claims: Motion to approve alternative Claims for April 2023 in the amount of \$138,363.22, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

IX. Treasurer's Report: Motion to approve the report showing a total of \$2,746,616.97 and a total available in checking of \$573,931.41, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

X. Minutes

A. Regular Town Board Meeting May 9, 2023: Motion to approve as amended (adding language to item I., G. Carlson's comment that the TB indicated that they have not and do not have any intention of pursuing the idea of changing the accommodations tax formula, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

XI. Emergency Services: nothing.

XII. Public Comment B**: John Carlson thanked the Board for reconsidering the inline marathon for 2024. He also commented on the dock issue as well as fire hall issues and brought up having a liaison from the TB on the Housing Committee. Paul Brummer commented on the high cleaning proposal for the Chapel, wondering if the parks department can do the work instead.

XIII. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue Regarding Ashland County: Still waiting on answers/ results from the hearing.

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

C. Possible Lawsuit Against Ashland County

XIV. New Agenda Items for Future Meetings: Public Art, airport fee schedule, updates on fire hall and dock issues, contract for HVAC.

XV. Adjourn: Motion to adjourn, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried. Adjourned at 6:19pm.

Submitted by M. Montagne, Town Clerk.

TBS TA, AA, Clerk
Public

**Town of La Pointe
Special Town Board Meeting
Tuesday, June 6, 2023
6:00 pm at the 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, Elected Clerk Micaela Montagne

1. Call to order: 6:00pm
2. Public Comment: None.
3. Filing for Emergency Declaration Reimbursement from WisDOT: Disaster Program Aids
Petition: Motion to file the petition for reimbursement for a total up to \$7,888.78, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
4. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:02pm.

Submitted by Micaela Montagne, Town Clerk.



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

LA POINTE POLICE DEPARTMENT

MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: La Pointe Town Board
CC: file
From: Chief William Defoe
Date: 6/6/2023
Re: Resignation of Officer

I am sad to announce the resignation of Officer Jonathan Rahlf, effective as of the end of his shift on June 23, 2023.

Jon will be moving to Wyoming to join his girlfriend who already has moved out there in May.

As long as I remain Chief, the door will always be open for Jon to return to the Department in any available capacity. He has been an exemplary officer willing to learn.

Chief William Defoe

RECEIVED

JUN 5 2023

Initial: dcf

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



LA POINTE POLICE DEPARTMENT

MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townofpointewi.gov

To: La Pointe Town Board
CC: file
From: Chief William Defoe
Date: 6/8/2023

Re: Retain Officer Part Time

In my recent conversation with Officer Jon Rahlf, he has expressed an interest in staying with the department Part Time rather than fully resigning. As he will be in the area often and would not want to lose his Wisconsin Officer Certification.

As Jons last day as a full-time officer is June 23, I am requesting that he be retained as part time status effective June 24, 2023 for 400 hours per year, at the current part-time rate of \$25.03 per hour.

Chief William Defoe

RECEIVED

JUN 8 2023

Initial: dg



LA POINTE POLICE DEPARTMENT

MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

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

To: La Pointe Town Board
CC: file
From: Chief William Defoe
Date: 6/6/2023

Re: Move Officer from PT roster to FT Roster

I am formally requesting to move our SGT Thomas Rossberger (our Training Officer) from Part Time status to Full Time Status with the Department effective June 23, 2023.

As SGT Rossberger already has a wage above the Full-Time wage set by the town and considering that SGT Rossberger has been an employee working nearly full time since 2014 as part-time status and has been training all our officers in those years. In lieu of an increase of Pay, I am requesting that SGT Rossberger be given two weeks of vacation for the service he has already provided the town.

Anniversary Date of Full Time to be June 23, 2023.

Same wage of \$28.95 per hour.

Two weeks of vacation.

Chief William Defoe

RECEIVED

JUN 6 2023

Initial: dg

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

MEMO

To: Town Board
From: Michael Kuchta
Re: ESB issues

Updates on three issues:

Roof. Ben and Ray have been talking with Berghammer Builders, which has been consulting with the project manager and the building erector about a solution to what has been an annual problem of ice accumulation damaging the gutters on the west side of the building. We expect an in-person visit from those companies. The early consensus seems to be removing the gutters and installing a snowguard system instead. This would be similar to what is at Town Hall.

Snowguards were not part of the original building design (except over doors). Last year, Berghammer proposed adding two rows of snowguards across the entire length of the roof for about \$7,600. At this point, Town crews have taken down the existing snowguards and retention brackets, and sealed holes in the roof ribs where retention brackets were attached. There is no evidence of water leaking into the building.

Emergency generator. The generator functions but is not running properly. An inspection by Wolter, which performs annual maintenance on the generator, says the unit is hunting for fuel and not running lean. Wolter recommends replacing the air fuel solenoid and spark plugs. We do not yet have a cost estimate for the recommended repairs. We are still trying to determine how much of the inspection and repair work is covered by warranty and how much is not.

Metasys. We have attached a laptop so Ray can access and utilize the "smart building" system internally. Johnson Controls still has not connected the system in a way that we can access it remotely. Johnson Controls still has not responded to requests by the ESB project manager, Wendel Companies, to complete this task (under warranty).

RECEIVED

JUN 9 2023

Initial: dg