

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: July 21-Aug. 3, 2023

1. Accomplished/Completed

- **Department heads.** Quarterly meeting took place Aug. 2.
- **Promotional mailing.** Fliers will be delivered to all 425 boxholders promoting the gravel road survey and the public hearings on the Comprehensive Plan and Rental Ordinance.

2. Coming Up

- **Airport runway.** The BOA expects to begin repairs on Aug. 7. The airport will be closed while crack-sealing, micro-surfacing, and fresh painting takes place.
- **Affordable Housing information session.** Tuesday Aug. 15, 5 p.m.
- **Rental Ordinance Q&A.** Wednesday Aug. 16, 5 p.m.
- **Barb's last day.** Friday Aug. 18

3. Town Board Agenda – Information/Comments

- **Auction Items.** Town Board must approve selling Town-owned property. If you approve the list, the decommissioned Ford Explorer and 30 miscellaneous items will be submitted to Wisconsin Surplus for auction between Aug. 14-28. Note: The watercraft were impounded, abandoned or unclaimed from BBTP.
- **Hangar Lease.** The hangar that is part of the Terminal building is now under Town control. It probably will be at least a year before any rehabilitation/remodeling can take place. Airport manager Paul Wilharm has lined up a month-to-month lease to generate revenue.
- **Public Arts Committee.** Robin Trinko Russell is seeking reappointment for a term ending July 31, 2025.
- **Library Board.** The July 25 appointment of Jessica Belt must be rescinded because she no longer is a La Pointe resident. That leaves one vacancy, but there are no additional applicants who meet residency requirements.
- **Town Hall administration.** See separate memo.

4. Follow Up on Previous/Ongoing Projects

- **Airport.** The airport generator was repaired July 25 after being disabled by a lightning strike. We are seeking insurance reimbursement for the circuit board and related costs.
- **EMS Polka Ball.** The raffle license has arrived. The Chamber of Commerce is covering the cost of the band and amusements. We are working with organizers to get purchasing, donation and other paperwork systems in place.
- **ESB.** Johnson Controls is scheduled to connect the Metasys smart-building system on Aug. 9, finally giving us remote access to monitor and control building systems. The sprinkler system had its annual inspection Aug. 2; the transfer pump will be replaced after sediment disabled it during the testing process. We received an initial estimate to replace gutters and install snow guards; we are continuing discussions on how to proceed.

RECEIVED

AUG 4 2023

Initial: dg

- **Fire numbers.** After receiving the analysis from Lange Enterprises, zoning administrator Ed Schaffer has completed assigning and updating numbers for the North Shore network of roads. He is proceeding to other parts of the island. In the meantime, we are seeking quotes for the manufacture and installation of new signs, so we can budget appropriately in 2024.
- **Town Hall sound.** Ray Hakola installed an auxiliary microphone, which should make conversation at the conference table easier to hear for those watching a recording or online.

5. Grant Report

- No update.

6. Lawsuits/Legal Issues

- See separate memo for closed-session discussions on Ashland County issues.

7. Other Information

- **Equalized values.** The Department of Revenue released preliminary calculations for 2023 real estate taxes payable in 2024. La Pointe's equalized value will be \$1.72 billion, an increase of 15%. That makes La Pointe's share of Ashland County taxes 22.3%, up from 20.9% this year.

July 2023 Public Works Report

Roads/Dock/Airport

- Gravel roads continue to be graded as needed due to the increase in traffic, and the magnesium chloride dust control is holding up well. We plan to apply four additional tons to the dustiest stretches prior to Labor Day weekend.
- You may see traffic counter equipment and a rubber tube placed at various town road intersections next month, this is for data collection purposes as we seek funding options for additional future paving and/or road repairs.
- High traffic areas of downtown, including curbs, were painted early in July.
- The passenger shelter in between the sawtooth landings was power washed and cleaned by Evan and Ray. It looks great, and I hope the buggiest days are behind us as we approach the warmest temps of the season.
- Major Gilbert Field, aka the Madeline Island Airport, continues to be a large project for the crew as we pursue BOA and FAA compliance regarding mowing and clearing specific perimeters of the runways and AWOS station. Pete and Evan spent some long days clearing brush and field mowing. There will be more to come, including tree removal, as dry weather allows us to access areas that are wet or underwater most of the calendar year. Pete did a thorough service on the New Holland TV145 tractor, and the new disc cutter is performing very well. The airport generator was serviced by an off-island tech after it was deduced that a lightning strike fried the motherboard.

Parks

- The crew completed a paver walkway perimeter around the sculpture at Russell Park, at the directive of the Public Arts Committee.
- The July 4th holiday week was very busy as expected, with tons of trash and heavy use of facilities. There are many shelter rentals scheduled at BBTP, Rec Center, and Joni's Beach, but overall, the Parks infrastructure is holding up.
- The Rec Center ballfield infield was regraded a few times, then dragged thoroughly as softball is coming back. It's nice to see the field being used.
- BBTP continues to be extremely busy, and for a week there was a bear roaming around, but it fortunately seems to have found other sources of food and entertainment. It has been many years since a bear returning to the campground repeatedly had to be transported off the island. If it came down to that, the USDA contractor is just a phone call away.

Misc./Admin

- The crew continues to keep up on misc. odds and ends, sign repair/replacement, shop clean-up, and damage control as we go through the busiest time of year.

Be nice and drive safe,
Respectfully submitted,
Ben Schram, Public Works Director

RECEIVED
JUL 11 2023

Initial: ch

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

Letters from MRFY- August is NIGH

For this past month, there has been a still in the morning MRF air that is beautiful. Before the arrival of the first car or the first casual conversation that is the hallmark of recycling and waste disposal here at our little facility, there has been the arrival of simple beauty. I put on the days coffee and step outside the office door and the morning sun greets me, brushed with a deeper orange because of the Canadian wildfires. It peeks from behind the trees and hangs like a morning yolk, tinged with haze. At the other end of the lot, down by the dem con, our resident bear trods cautiously into the clearing, nose sniffing and ear perked to the slightest break in the morning stillness. More than once I have stood under our little drive through and sat perfectly still, watching their purposeful and comical movements. There is something in the demolition bin that has piqued its interest and is worth a gaze or two; maybe a half-eaten sandwich left by a local contractor; maybe a donut. After a few minutes, a I give a big shout out "Makwa-Manitou!! (Bear Spirit) you have to GO!!" There is a sudden freeze in motion and slight head turn. The shuffling of my feet across the uneven gravel is enough to make them turn and lumber into the thicket; donuts or sandwiches will have to wait. The morning crows leave their evening perch and if it wasn't for my presence would be sitting on the edge of the compactor picking through the rubbish. Instead, they fly off in the direction of the airport in search of adventure and shiny things; not unlike us.

Beauty lives where you look for it. Nature will always carve out a niche if given an opportunity, but it doesn't ask for permission, it simply pushes on with its primary objective to live and thrive, to be wild and free; not unlike us. August is nigh and with it comes the final push to be a little wilder and a little freer before the constraints of jobs and school and responsibility pen us into a routine that feels more restrictive, more predictable. Maybe less wild. The temperatures rise and for some the patience of "island nice" may wear a little thin around August 17th but we work hard, we play hard and with it comes the gratitude of a summer well spent with friends and family.

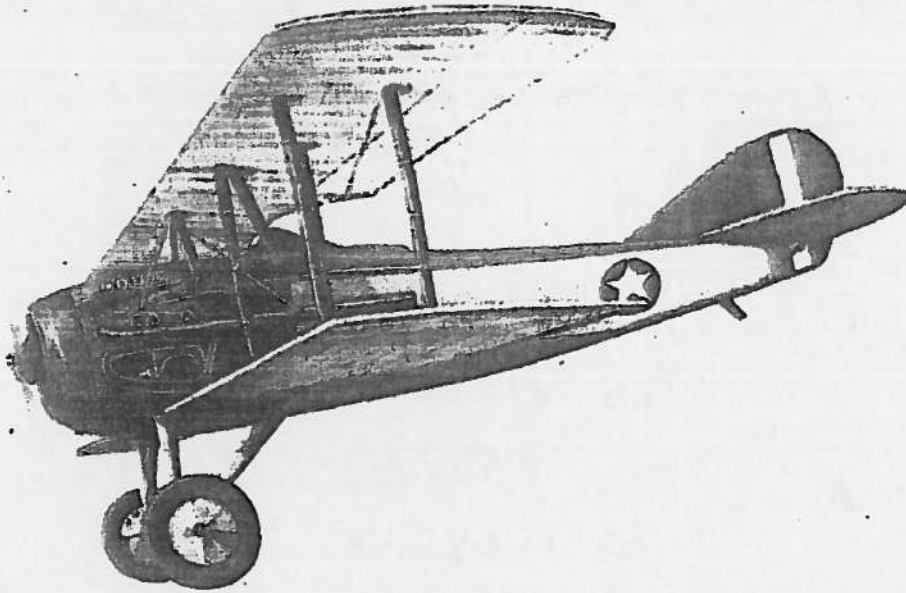
MRF-Land is moving along smoothly. Michael has been powering on with baling and trucking and we are working on cleaning up some of the extraneous fridges and clutter. The compost program is a HUGE success. We have collected 300 gallons of compost in our barrels. It has been a relatively smooth process save for the pitter patter of little raccoon feet that appear overnight on the barrels. Don't forget to presort. Sliced turkey still not recyclable.

Be MRF-Tastic

Martin A. Curry
Recycling Supervisor
Town of LaPointe

RECEIVED
AUG 1 2023
Initial *cg*

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 08/03/23

Re: Monthly report for July 2023

During the month of July our airport was issue free !

Attached are logs / checklists

Thanks !

Paul
Cover + 6

RECEIVED
AUG 8 2023
Initial: *ccj*

following filed flight plans. JULY '23

7/01 NSSRY	7/27 N6772W
7/01 N99171	7/27 N721PT
7/01 N1144L	7/27 N112AA
7/02 N99171	7/28 N205U
7/03 N17669	7/28 N200NW
7/06 N2133R	7/29 N489RK
7/06 N188F	7/30 N64617
7/07 N192AF	7/30 N28313
7/08 N2879W	7/31 N4370N
7/09 N2133R	
7/09 N210BC	
7/11 N3077W	
7/12 N350MK	
7/14 N58776	
7/14 N200NW	
7/15 N53716	
7/15 N484V	
7/15 NSSRY	
7/16 N82266	
7/16 N2725F	
7/21 N200NW	
7/22 N523WB	
7/25 N25XT	

Drop box receipts including
paypal
\$740.⁰⁰

Additional traffic
see sign in sheets

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02 JUL 23
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WELCOME TO 4RS			
N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN
229TA	2	P	KFBL
N146SD	2	P	Jesus Superior
3872	2	P	KFLM
N392SB	1	P	PBH
N9464J	2	P	KDNT
N2807E			
N1444L			
N111TT	2	P	KRRL
N37MV	4	P	KARV
N363DS	1	P	KRGK
N4209Q	3	P	KARV
N8792N	2	P	KC77
2133R	2	P	CMX
N363DS	1	P	KRGK
N1724Y	2	P	KMIC

3 (1)

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WELCOME TO 4RS			
N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN
N2879W	2	FUN	210
2807E			
N2108C	2	FUN	DLH
6893U			
N155JU	4	FUN	ATW
N7127A	2	FUN	UNU
1724Y			
N363DS	2	P	KRGK
N350MK	2	P	KMKT
N363DS	1	P	KRGK
C172 ⁷⁹¹⁷¹	1	P	KLVN
8749E			
2807E	2	B	KMLC
N53716	2	P	KCBG
N8226G	2	B	KATW

(2)

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WELCOME TO 4R5			
N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN
N2725F	18 24	FUN	MIC
N5490H	2	FUN	SUN
N21448	1	FUN	KSCM
N3506Y	1	FUN	21D
N1724Y	2	FUN	MIC
N754DS	3	FUN	KRST
N446MK	2	FUN	KMKP
N363DS	1	FUN	KRGK
N44715	2	FUN	21D
N3173W	4	FUN	
N734HZ	2	FUN	NIC
N734HZ	2	FUN	
N64249	2	FUN	EVN
523WB	2	EVN	PNM
N7898V	2	FUN	BDS

(3)

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WELCOME TO 4R5			
7-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN
N926BE	2	Fun	KBAC
2807E			
784BG	2	Fun	KSOU
3301F	2	Pleasure	KMSN
4503A	4	Pleasure	KIWD
N747WM	1	P	KRGK
N112AA	3	Fun	KBOL
N721PT	2	Fun	KBLI
N3140P	1	P	KFBL
7438J			
N839KT	2	Fun!	KANOE
N8586M	4	Fun	KOVS
N616PT	2	P	KETB
2807E			
N630PT	3	fun	OHY

(4)

Run 7 total records

Available Reports

Civil Airport Coordination Report

Civil Airport NOTAM Report

Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	0
65333005	07005	15RB 07005 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307031335-230...	4RS	Paul	airport@to...	
65377443	07005	15RB 07005 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307071420-230...	4RS	Paul	airport@to...	
65010603	07120	15RB 07120 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307111710-230...	4RS	Paul	airport@to...	
65020104	07141	15RB 07141 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307121330-230...	4RS	Paul	airport@to...	
65034011	07162	15RB 07162 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307131207-230...	4RS	Paul	airport@to...	
65044044	07176	15RB 07176 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307141054-230...	4RS	Paul	airport@to...	
65130020	07300	15RB 07300 4RS RWY 0422 WIP GRASS CUTTING ADJ 2307241530-230...	4RS	Paul	airport@to...	

Filter Name Filter Value

Location 4RS

Status Active,Cancelled,Expired

Keyword

Date Range (Start) 07/01/2023

Date Range (End) 07/31/2023

8/23

NOTAM

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

Zoning Report 7/31/2023
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

ZONING REPORT 7/31/2023

Building/Land Use Permits

	2023		2022	
	Value	Number	Value	Number
County	\$3,325.00	16	\$7,480.00	18
Town	<u>\$6,791.25</u>	<u>39</u>	<u>\$11,794.00</u>	<u>45</u>
Total	\$10,116.25	55	\$19,274.00	63

Town Revenue (year to date)

Permits	\$6,791.25
Variance	0
CSM	\$500.00
Special exception	\$750.00
CUP	<u>0</u>
Total	\$8,041.25

Town Revenue (2022)

Permits	\$11,794.00
Variance	
CSM	\$500.00
CUP	<u>\$1,500.00</u>
Total	\$13,794.00

Short-Term Rental Permits

Source	2023 (year to date)		2022 (year to date)	
	Permits	Revenue	Permits	Revenue
Rentals by owner	75	\$13,475.00	71	\$9,160.00
Madeline Island Vacations	49	\$8,575.00	32	\$7,280.00
The Inn on Madeline Island	<u>29</u>	<u>\$5,075.00</u>	<u>21</u>	<u>\$4,650.00</u>
Total rental properties	153	\$27,125.00	124	\$21,090.00

All Rental owners are paid. Two are not processed yet pending inspections from County. I had one new short term rental application this month.
Two owners paid double the fees.

RECEIVED

AUG 3 2023

from MK

Zoning Report 7/31/2023
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

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
7/5/2023			2023-37	Adam Senarighi	1989	North Shore Rd.	00068-2000	Camper	\$75.00		7/5/2023
7/5/2023			2023-38	Mazie Ashe	832	South Shore Rd.	00293-1200	Camper	\$75.00		7/5/2023
7/5/2023		8724	2023-39	Donald Laukka	853	Main St.	00418-0000	Accessory Building	\$103.00	\$200.00	7/5/2023

The TPC recommended to approve the CUP for the dog park. Jim Peters, Paul wilharm and I continue working on Zoning rewrite. I have begun work on the fire numbers. So far, I have most of North Shore Rd. and School House Rd. complete. Gene Nelson picked up an application for a Cup to have a campground on his property in town on Block 38. TPC voted to have an informal Q&A session regarding the Draft Ordinance to Regulate Rental Properties. This will be held on Wednesday August 16th @ 5:00 PM.

Ed Schaffer
Submitted 7/31/2023.

ACCOUNTING ADMINISTRATOR REPORT

August 2023

8/02/2023

1. FINANCIALS & TAXES:

a. BUDGET:

- Workhorse accounting remote access has been set up on all Town department computers, and I have gone in and set up the access parameters – read only, data entry, etc. Some folks have gone in to look at the program – others would like some training for accessing the information and reports.
- I've started working on formatting the department head budget worksheet files for 2024; payroll information, designated funds, and budget justifications. The Cost of Living Adjustment was 3.0% at the end of June.

b. BILLINGS:

1. Ashland County 2nd Qtr. for Zoning was billed, and payment received. The billing to Ashland County for the 2nd Qtr of County H work will be completed shortly, as will MRF billings. These all will be tracked in Workhorse's billing module, which is still a bit of a work in progress for the training.
2. The Madeline Island Chamber of Commerce has been contributing for 100% of the "porta-potty" pump-out billings.

c. TAXES:

1. The final settlement of the balance of outstanding Real Estate taxes (2022 payable in 2023) will be paid to the Town from Ashland County by August 21st. This is the last large funding source for the Town until the 2023/2024 tax season begins.

d. My projects for the next two weeks are:

1. Training, training, training
2. 2024 budget preparation
3. Sorting files, organizing basement storage
4. Airport CARES grants

Respectfully submitted and thank you everyone,

Barb Nelson

Accounting Administrator

RECEIVED
AUG 8 2023

Initial: dg



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

MADELINE 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: 8/2/2023
Re: Monthly Police Report for June

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

17	Parking Citations
34	Traffic Citations
5	Ordinance Citations
0	Arrests transported off island.
1	Arrests released to responsible parties.

Wow, I can't believe that it is August already, School will be starting soon, and fall will be upon us. Personally, I am not ready for summer to be winding down. July calls of service were up, we had a stellar amount of people here on the island for the 4th of July weekend.

We have made a long term move in the hiring of Karl Williams, as we are sending him to the academy to be certified. Karl is no stranger to law enforcement as he has worked at other departments as a dispatcher and jailer. Familiarity with Karl lets us know that he will be a good fit for the La Pointe Police Department. He begins the academy in Wausau on August 17th and will return to us in December. In the meantime, you will see him with one of us until he goes to the academy.

Our new squad is currently being outfitted with its equipment as everything, but two items have arrived, but they have been shipped, so Steve at Big Water started putting the car together. We hope to have it in service soon.

Our old squad as well as other items the town has is being planned to be auctioned off on Wisconsin Surplus Auction site. The squad will remain here on the island until sold, anyone can go on the site to register and bid on the old squad, who knows, maybe someone from the island will bid on it and it will stay here. Right now, the squad is being displayed at the ESB building with a link to the auction site in the window.

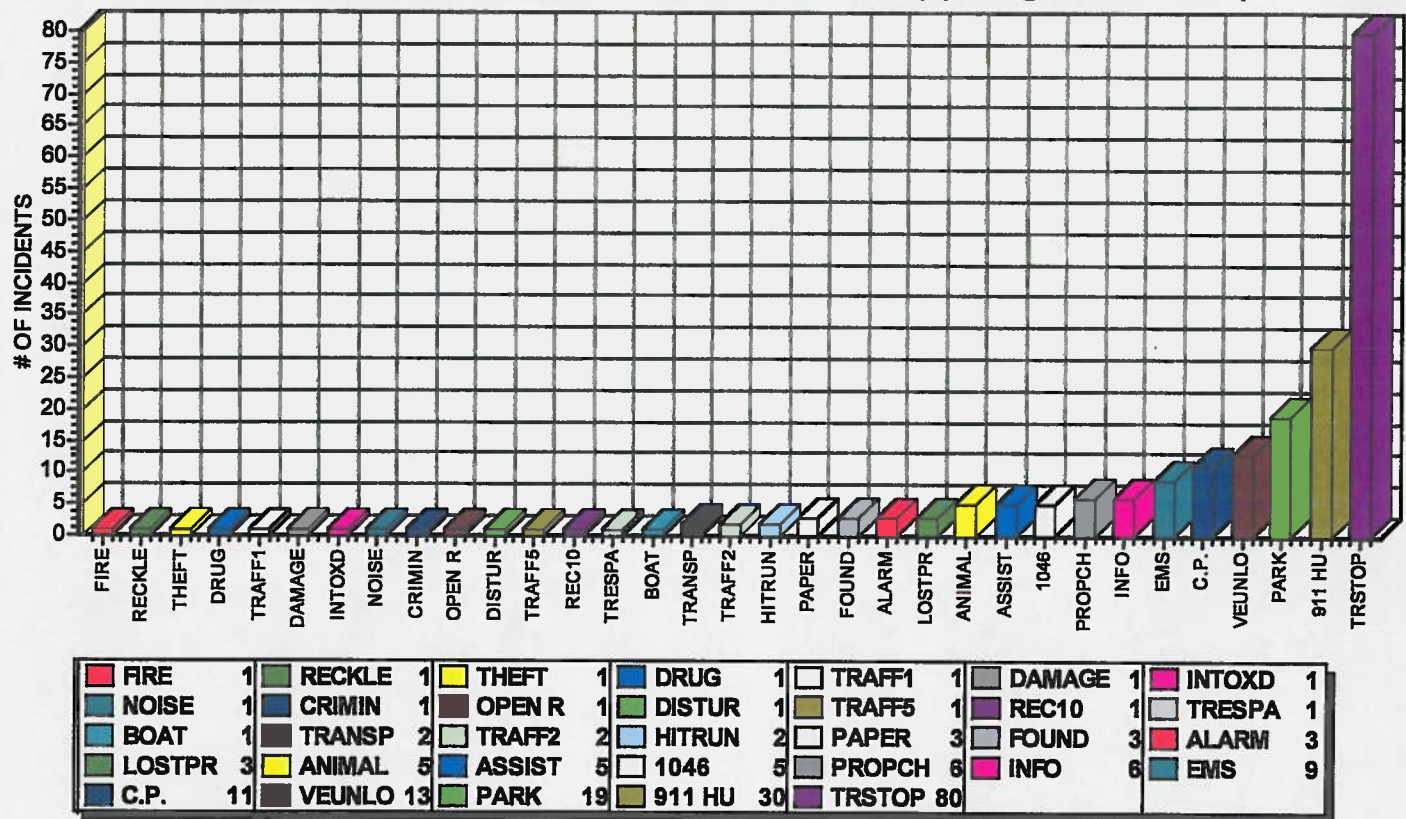
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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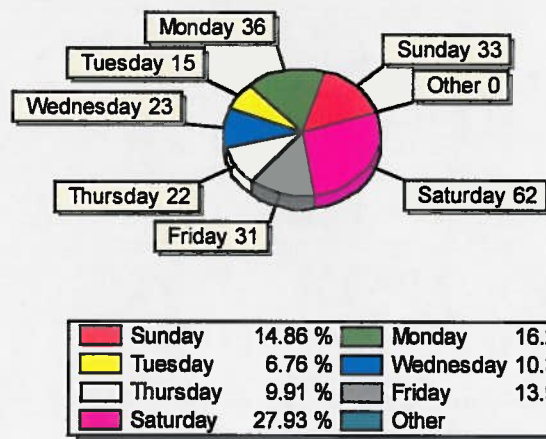
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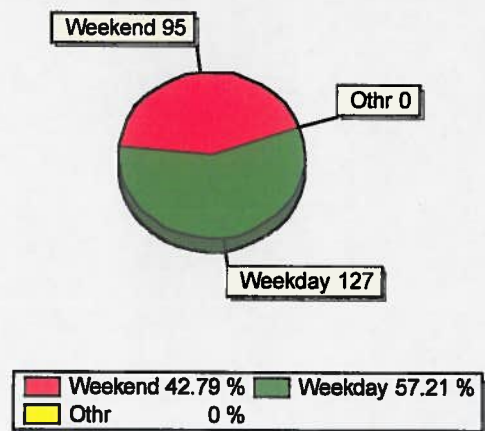
Incident Frequency by TYPE (Top 33 of 33 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-23-00001')
 (LOGNUM <= 'A4-23-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('7/1/2023','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('8/31/2023','MM/DD/YYYY'))

(5) TB, TA, AA Clerk *public*

Fire Department Report

June-July 2023

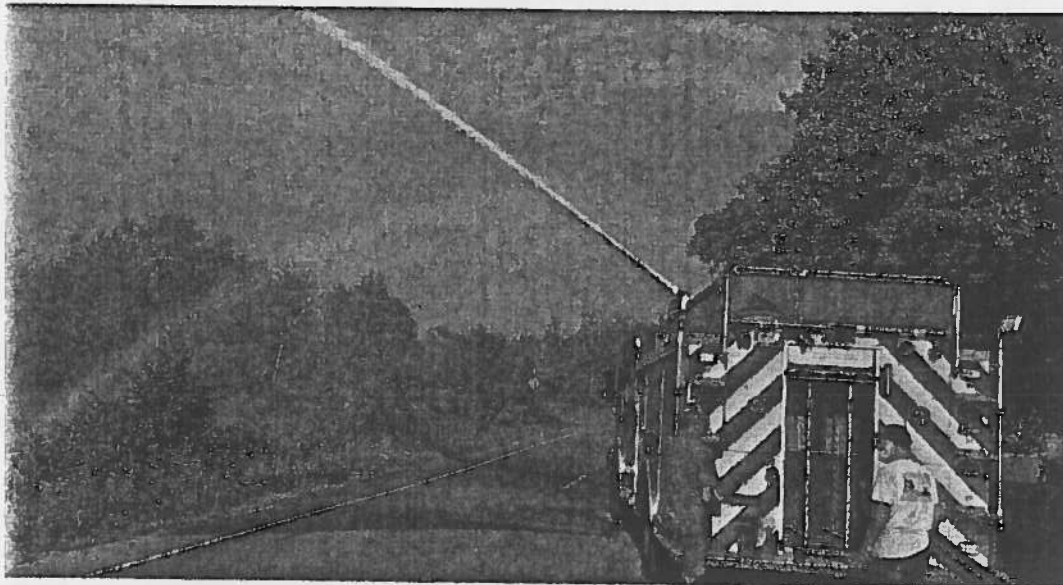
Well, the biggest thing on everybody's minds is the #1 pumper/engine replacement. Last month, a group of us went down to Osceola to visit the builder and new apparatus. Quite an experience, and it was good to see the inner workings of this fine machine.

Now the apparatus has made its way to the island and will slowly be put into commission. We have a 2-day tutorial by the builders coming up.

We only have 1 available position left to fill on our roster, and that is an amazing thing for any department.

We have sent our planning meeting minutes that lays out everything on our plates. These should be shared with the Town Board.

Be safe,
Chief Reichkitzer



RECEIVED
AUG 3 2023

Initial: _____

Fire Department Report

June-July 2023

Planning Meeting Minutes

Wednesday, July 19, 2023

Present: Andrew, Red, William, Alan, Lucas, Zach, Chris, Jeff, Jay, Rick, Nick, Marty

- 1. Prospective members.** Lucas still working on paperwork for Kevin Crawford. Lucas introduces Jack Nelson as another prospective member he is sponsoring. William Hagen introduces Lilah Guertin as a prospective member he is sponsoring. Jack and Lilah given the necessary paperwork. Both are advised that they are not members and cannot participate in any training or responses until the paperwork is complete and a vote of the members taken. Chief has met with Jack and will schedule a meeting with Lilah to get things going.
- 2. Training.** Tyler not present. New engine 1 expected to be delivered by next training meeting. There will be two days of 6 hours each training for all members to be provided by the builder; this will probably take the place of the regular training meeting for August. Details will be forthcoming. Future training needed for new radios and new MSA SCBA.
- 3. Fourth of July.** Rick okays sign-up sheet for truck cleaning/maintenance on July 3. Members who were present need to sign the sheet.
- 4. Apparatus.**
 - a.** E-1 to be delivered on Monday, July 31. It will not be put in service until the required training from the builder sometime in the following two weeks. Tyler to arrange for housing of truck at airport if available.
 - b.** Tracks are still on the UTV. No Action.
- 5. Safety Officer.**
 - a.** Chris will work with Tyler to get training in new MSA breathing apparatus.
 - b.** Tyler was to contact XCEL regarding power line training. No Action.
- 6. I.D. cards.** Red will follow up on with Maria Renz at Bayfield County EG about WICAMS info sent to her in March. No Action.
- 7. Drone program.** Alan still working on getting new pilots on-board. Chief emphasizes importance of drone program and pilots.
- 8. Rescue.**
 - a.** Ice Rescue: Jay will meet with ice rescue personnel this coming Sunday, August 23 at 10am to organize gear.
 - b.** Dive Rescue. Zach waiting on rest of new equipment; orientation to follow. Future training in shore-based helpers. Hydrotesting of cylinders: Zach to get info on cylinders needing hydro to Red.
- 9. Hose testing.** Notes from the hose testing already completed need to be given to Red for record keeping.
- 10. NIFRS reports:** Alan wants debriefing of every call at the following regular training meeting so that he can complete the reporting at that time. Major calls may be debriefed at a special meeting.
- 11. Fundraising.** Marty reports on planning for ES Ball. Be prepared to volunteer for one of the many jobs getting the ball set-up, running, and taken down.
- 12. 66.06 Fund.** Motion by A. Eldred to expend up to \$7,000 from the 66.06 fund for the change order for Engine 1. Seconded by M. Curry. Motion carries.

Madeline Island Ambulance Service Report

August 2, 2023

We had eighteen runs in July. Ten were transports, and the others were non-transport. We have a great crew, and everyone is doing their part. One was a helicopter run. They met us in Bayfield up at the new landing zone, which is the soccer field in Bayfield.

Our operational plan was approved by the state, and we have received the renewal on our service license for the next three years.

Our new billing company seems to be up and running. There were some sign-in issues and issues with their run attachment being accessible. We are now fully transferred over to the state WARDS bridge and not going through the older system. It has also given us an updated run form with some short cuts and other software improvements.

The EKG equipment that we are waiting for from Phillips and Ferno has another delay. It may not be available until next spring. I have gone back to Stryker for an updated quote and delivery time. They say that though they have a long lead time as well, they can give us a loaner to train on and then use in September. When I get the quote, I will bring it to the crew. We will discuss the change and our options. If everyone agrees, then I will bring the purchase order to the town board.

Marty Curry and his committee seem to be doing a great job on organizing the fundraiser for EMS services in August. It sounds like a lot of fun and everyone agrees that the new repeater will be worth the while.

We do have a few people interested in taking the EMT or EMR course. Sarah and I are discussing logistics since one of them would only be here in the summer. We are going to go over the contract and see if we can make one that would be equitable for both parties. It might be nice to have a part-time contract in place for these situations.

It seems the issue with the ferry line has been resolved. We have had good service and placement on the boats since Cal, the operations manager, spoke to all of the captains. We rely so heavily on the ferry line that it is important to keep our relationship with them open and in good communication. There is another captain that is moving back to the island and wants a radio. I am going to talk to Cal about the possibility of them sharing radios since the cost for each is so high. For now, I am giving her a pretty old radio, but it should work for a while.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

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WISCONSIN
SURPLUS
ONLINE AUCTION

(5)TB,TA,AA,clerk,Public
PLWD
Vehicle

Listing Worksheet

This form is to be used for listing Titled Vehicles & Trailers Only.

Consigning Agency Information

Agency/Campus/Department/Municipality: Town of LaPointe

Payment Mailing Address: P.O. Box 270

City: LaPointe

Zip: 54850

Payment Check Payable to: Town of LaPointe

* Proceeds checks are sent the Tues or Thurs after the advertised buyers pick up deadline.

Person Submitting this Form: Evan Robert Erickson

Phone: 715-209-8626

Email: erickson@townoflapointewi.gov

Fax:

Authorized Agent and Title if different:

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

Detailed Description of Vehicle: 2016 Ford Explorer Police interceptor. All Wheel Drive. Was a squad car for the Town of LaPointe Police Department. Very little driving time on salted roads!!! Very little to no rust. Department purchased new and has spent its entire life on Madeline Island.

Manufacturer: Ford

Model: Explorer

Year (Age): 2016

(VIN # and Mileage are Required)

Serial or VIN#: 1FM5K8AR7FGC51704

Mileage: 124511

Hours:

Transmission Type: Automatic

Engine Size/Type: 3.7L

Fuel: Gas

Wheel Base:

GVW/Capacity:

Color: Blue

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment:

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Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

It is required that all known defects are listed and disclosed. All vehicles are sold in AS IS and AS ADVERTISED condition. As Advertised means if you list it as working it must work. If a dispute arises due to a condition that was not listed and was known or should have been known by the seller – the buyer will win the dispute. Please take some time to examine and test vehicle components. Do all the accessories work? Does it have any fluid leaks? Is the spare tire/jack included? What about interior stains, rips, damage? Are there any abnormal noises, sounds? Are the gauges working? Is the check engine light on? If you have vehicle maintenance records, review the last several entries for known problems. It is a good idea to photo any visible defects or problems. It is the seller's responsibility to accurately describe the condition.

Do you have the Certificate of Title? : Yes

Title Brands (Police, Taxi, Flood, etc.) : Municipal

Defects: Small dents on passenger side hood/front fender

Engine Condition: Good

Exterior Condition: Good

Interior Condition: Goog

Overall Condition: Good

Drive-Away or Tow-Away: Drive-Away

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels: Good

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks: Good

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection: Good, tires tread >25%

- Belts
- Hoses
- Exhaust
- Tires
- Spare Tire/Jack
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection: Good, Small dent on passenger side good/ front fender

- Rust
- Dents
- Scratches
- Damage
- Windshield
- Wipers

Interior Inspection: Good

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test: Good

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations

- Other
- Equipment : (Plows, Lifts, Etc)**
- Leaks
- Lights

- Damage
- Wear
- Defects

Online Auction Information

Normal auction duration is 14 days - but depending on item(s) value the duration can be as few as 7 days or for high value unusual items as much as 3-4 weeks. Most auctions are 2 weeks. Wisconsin Surplus will determine the best auction duration for your items. All auctions end at 10am Monday thru Fridays (we don't end auctions on weekends). **If a board meeting is required to confirm the final bid, please list the date of the meeting and the auction will be scheduled to end on the meeting date.**

Requested Auction Start Date:

Requested Auction Duration:

NOTE: If you have an absolute starting or ending date you must let us know otherwise auction will be listed/scheduled in the order they are received and scheduled evenly through the ending week.

Lowest Minimum Net Selling Price, if any: \$5,000

NOTE: Once item is listed with us it can only be sold by Wisconsin Surplus for the duration of the auction. Items listed on Wisconsin Surplus should not be listed on any other for sale type sites (Craigslis, eBay, sealed bids, newspapers, etc.). You should direct all interested buyers to our website to place bids. It is unethical and against our rules to sell your item (which is listed on our site) to a prospective buyer in attempts to avoid our online bidding process and any related fees.

NOTE: Wisconsin Surplus Online Auction will post auctions in the order they are received; online auction will not appear immediately and may take 24 - 72 hours to post if no additional information is required. If you place a minimum selling price on your asset; we will not sell that asset unless it reaches your minimum. If you want \$1000 and we get \$999 we will not sell your asset. The minimum selling price is not required and should only be used on items of greater value if at all. You may also use "subject to agency confirmation" rather than a dollar value. If this is the case, we will call you immediately after the auctions conclusion and have you confirm or not confirm the selling price, you are required to respond within 24 hours, again if used should only be on greater valued items.

Location of Surplus Asset

Inspection times and dates may be "by appointment only". Any state agency or municipality may use the Mount Horeb Auction Center, 202 West Front Street, Mount Horeb 53572 for an inspection location at no charge. Wisconsin Surplus does reserve the right to decline the use of the auction center for any reason. Agencies or municipalities wishing to utilize this location must deliver all items to the auction center. Wisconsin Surplus Online Auction's staff will then take the photos of the delivered item(s) and be responsible for inspections. If you wish to use the auction center, please call to confirm and make delivery arrangements 608-437-2001.

Address: 320 Big Bay Rd

(Please make sure the address appears accurately on Google maps or MapQuest)

City: LaPointe

Zip: 54850

Inspection Times/Dates: By appointment only

(It is common to use "By Appointment During" ...)

Inspection Contact Person: Evan Robert Erickson

Inspection Person Phone: 715-209-8626

Inspection Person Email: erickson@townoflapointewi.gov

Item#	Main Description
1	Mad River Canoe
2	Forester Boats Canoe
3	Necky 1 person kayak
4	Aluminum Canoe
5	Fiberglass Canoe
6	Aluminum Row boat
7	Fiberglass Row boat
8	Manitou kayak child seat
9	Manitou kayak child seat
10	Manitou kayak child seat
11	Manitou kayak child seat
12	Kayak paddle
13	Kayak paddle
14	Manitou II 2 person kayak
15	Manitou II 2 person kayak
16	Manitou II 2 person kayak
17	Manitou II 2 person kayak
18	Manitou II 1 person kayak
19	Manitou II 1 person kayak
20	Manitou II 1 person kayak
21	Falls salt sand spreader
22	Port-a-potty
23	Karavan Trailer
24	Intek 10.5HP Engine
25	Diaphram pump with honda motor
26	3" Trash pump
27	Trash pump
28	ADA Port-A-Potty
29	Folding Table
30	Folding Table

MONTH-TO-MONTH AIRCRAFT HANGAR LEASE

MAJOR GILBERT FIELD AIRPORT
TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 8th day of August 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 John Neilsen (dba HPAP LLC), 108 N. Duncan Road, Bloomer, WI 54724, 715-747-3513, nielsen@bloomer.net, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor owns and operates an airport in the Town of La Pointe, Ashland County, Wisconsin, which is named the Major Gilbert Field Airport and is also known as 4R5 and the Madeline Island Airport, and

WHEREAS, Lessee is desirous of utilizing the airport facilities for short-term storage of Lessee's plane, and of leasing and occupying an Aircraft Hangar from the Town of La Pointe on and at such Airport,

NOW, THEREFORE, in consideration of the rental 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 Airport, which are labeled as Terminal on the annexed Exhibit A, which is incorporated herein by reference which Lessee leases for the term of this Lease.

- 1. TERM.** The term of this lease shall be month-to-month, commencing on Aug. 1, 2023. Either party may terminate this agreement with forth-five (45) days' prior written notice.
- 2. RATE.** Lessee agrees to pay Lessor \$240.00 per month, payable on the first business day of the month. For leases that begin or terminate mid-month, the rate will be prorated at \$8.00 per day. 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 thirty (30) days or more after the due date. The monthly rate may increase annually, effective Jan. 1, pending the Town Board's annual adoption of a Schedule of Fees.
- 3. USE OF LEASED PREMISES.** The Town will provide the hangar portion of the site "as is". The Town reserves the right to utilize other portions of the site for a pilot's lounge and other uses at its sole discretion. Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. Hangar use is primarily for aircraft storage; Lessee shall maintain sufficient space in the hangar to store aircraft.
- 4. ASSIGNMENT AND SUBLEASING.** Lessee may not sublet the premises or any part thereof without the prior written consent of the Lessor.

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No assignment of this lease will be considered unless the new proposed Lessee completes an Application for Transfer of Airport Hangar Lease. 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. AIRPORT 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; 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 Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair, the landing area of the Airport, and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
- D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation.
- E. During time of War or National Emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government, for Military or Naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- F. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's plane, the right of ingress and egress from the described premises, which right shall extend to the Lessee's employees, guests, and patrons, the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of Aircraft of the Lessee.
- G. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- H. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in/on the premises unless they are stored in accordance with state rules and regulations and local fire codes.

- I. No outside storage will be allowed on the Lessee's hangar's lot or at any other location on airport property other than Parking Lot A, for which a vehicle parking permit is required.
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, maintain 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 \$500,000.00 per occurrence and at least \$1,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
 - 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 Airport. Lessor makes no representations or warranties as to the effectiveness of such protection.
 - B. Lessor agrees to provide snow removal services to the Lessee's leased premises in the Hangar areas except within three (3) feet of the aircraft hangar door. Such snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.

- C. The Lessee will maintain the leased portion of the hangar in good order and make such repairs as are necessary. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee. The Lessor will provide lawn mowing around hangar. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.
- D. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- E. 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.

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 sixty (60) 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 sixty (60) days allowed, 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. 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

TOWN OF LA POINTE, Lessor

By: _____

By: _____

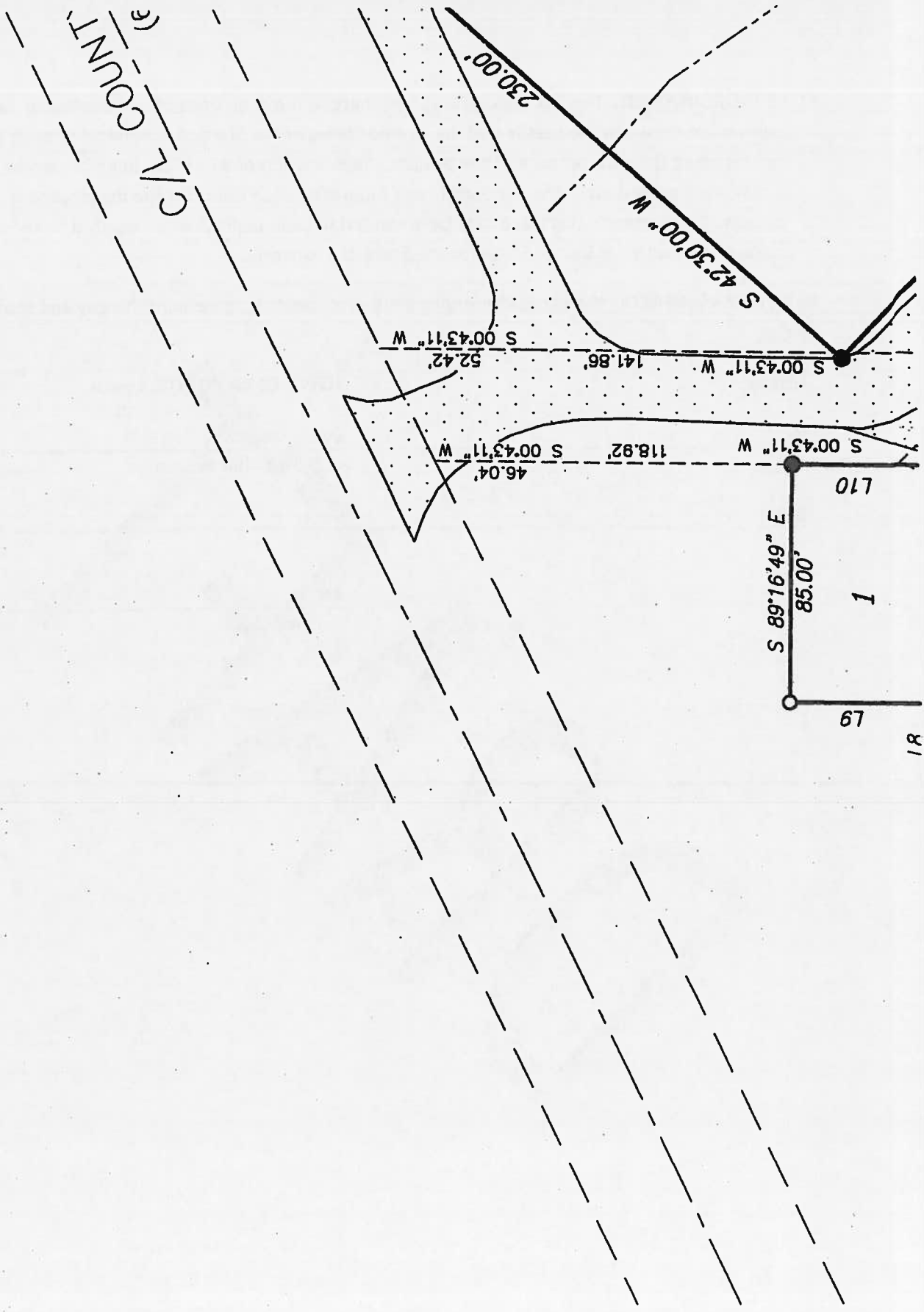
Town Chairperson

Date: _____

Date: _____

Attest: _____

Town Clerk



TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: Aug. 8, 2023

Re: Town Hall Administration

-
- **Draft Policy on Documents.** This is a first reading for guidance to staff and committees. It focuses on when draft documents should be available for public review, and when they can remain privileged. A final version will come to you as a resolution.
 - **Fiscal Capitalization Policy.** At the recommendation of our auditors, this revises the 2004 policy and raises the threshold for capital outlays from \$1,500 to \$5,000.
 - **Consolidation of Bank Accounts.** At the recommendation of our auditors, we are seeking permission to combine the General Fund checking account and Designated Funds saving accounts into a single checking account. This would save accounting and processing time, and eliminate the need for bank transfers anytime expenditures and revenues need to shift from one source to the other. Designated Funds would continue to be accounted for separately.
 - **Contract with Ehlers & Pierce.** This Ashland CPA firm will handle core accounting duties after Barb Nelson retires. They will be in Town Hall on Aug. 9, 15, 16 and 17 to begin the transition.

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Public Records Guidance

For Town of La Pointe elected officials, staff, and members of Town-appointed boards, committees, and commissions

Town of La Pointe policy is to comply with Wisconsin statutory requirements, in letter and in spirit. Statutes make a strong presumption for transparency and openness in classifying documents and correspondence in favor of records that are "public," not "private," and in making those records available to residents, media, and others.

Nonetheless, there are gray areas. Most frequently, these are documents that are in "draft" form; that cover topics that will be discussed in closed session (such as certain legal, personnel or negotiating topics); or that originate from an attorney representing the Town. In short:

- State law allows drafts, notes, preliminary documents, and similar materials to remain private in certain circumstances. These circumstances include documents that are for the personal use of the originator, or are being shared only with a person in authority for whom the originator is preparing the document. (Examples would be a staff member preparing a document for a supervisor, or a staff member or committee work group preparing a document for the board or committee chair.) However, once the document is shared beyond that direct chain of command (such as for discussion with a full committee or board in an open meeting), the document should be considered public and made available upon request (even if it is still in "draft" form). Simply labeling a document a "draft" does not mean it can remain private indefinitely.
- In order to remain private, documents prepared for legitimate closed-session discussion should be marked "personal and confidential." If there are no statutory grounds for a committee or board to meet in closed session, any document discussed in open session (even if it is still in "draft" form) should be available to the public. If there are reasons why a draft document should not be publicly available (such as when a policy, resolution or ordinance has not yet been vetted by an attorney), the document or work in progress should not be brought forward; the full committee or board should not discuss the document in open session until after the concerns are resolved.
- In general, any "work product" from a Town attorney is considered confidential under attorney-client privilege and should be labeled as such. If in doubt, be sure to clarify with the attorney.

This guidance is not intended to cover all potential situations. When the need for additional guidance arises, Town staff, officials and appointed volunteers can consult the actual statutes (particularly Chapter 19 Subchapter II); references provided by entities such as UW Extension, Wisconsin Towns Association, or the Wisconsin Department of Justice; or, if necessary, a Town attorney.

Providing records. The Town Clerk is considered the primary custodian of Town records. Staff are encouraged to reply directly to simple requests for public records that will take minimal time and effort to fulfill; however, please notify the Clerk of those requests. More complex requests should be forwarded to the Clerk, who can determine the best way to proceed.

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Town of LaPointe CAPITALIZATION POLICY

Effective August 1, 2023, the Town of LaPointe will capitalize all individual assets with a cost of **\$5,000 or more** and that has an estimated useful life of **two or more years**. Individual assets that cost less than \$5,000, but that operate as part of a network system will be capitalized in the aggregate, using the group method. Infrastructure improvements with a cost of **\$20,000 or more** will be capitalized. This policy covers all departments of the Town of LaPointe.

A network is determined to be where individual components may be below the \$5,000 threshold but are interdependent and the overriding value to the Town is on the entire network and not the individual assets. An example of non-infrastructure networks is a networked computer system or alarm system. Infrastructure networks, such as streetlights, storm drains and roads have useful lives of 20 years or more and may be capitalized using the group method.

Land and buildings will be capitalized, regardless of cost. This will allow the Town to maintain those records to avoid future confusion. Construction in progress should be reported for assets that will ultimately be capitalized based on this capitalization policy for the individual asset.

Capital Assets Categories & Useful Lives Guideline

The following are the capital asset categories and the ranges proposed as guidelines in setting estimated useful lives for asset reporting. The actual useful lives should be based on length of time these assets have historically lasted, anticipated changes in technology, specific asset use, and maintenance practices of individual departments. The capital assets should be reported at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid can't be determined, the asset's fair-market value determines its cost.

Land: All land owned by the Town should be capitalized, including land under buildings and infrastructure. Land is not depreciated. It is recorded at historical cost and remains at that cost until disposal.

Easements: An easement is an interest in land owned by another that entitles its holder to a specific limited use or enjoyment (right to use the land). Therefore, easements are not required to be reported, unless the Town paid for the easement.

Land Improvements: Land improvements include items such as excavation, non-infrastructure utility installation, driveways, parking lots, flagpoles, retaining walls, fencing, outdoor lighting, trails and paths, parks, stormwater improvements, trees, and other non-building improvements intended to make the land ready for its intended purpose. Land improvements can be further categorized as non-exhaustible and exhaustible.

Non-Exhaustible: Expenditures for improvements that do not require maintenance or replacement, expenditures to bring land into condition to commence erection of structures, expenditures for improvements not identified with structures, and expenditures for land

improvements that do not deteriorate with use or passage of time are additions to the cost of land and are generally not exhaustible, and therefore not depreciable.

Exhaustible: Other improvements that are part of a site, such as parking lots, landscaping, and fencing usually are exhaustible and are therefore depreciable. **Estimated useful lives range is 10-20 years.**

Buildings and Building Improvements: Buildings should be recorded at either their acquisition cost or construction cost. The cost of new construction should be carefully evaluated. Usually, projects consist of major components such as land, land improvements, building construction (including professional fees and permits), furniture, fixtures, and equipment. In addition, buildings include components (e.g., roof, air conditioner system, etc.) that should be recorded separately when significant because these building components have different useful lives. The value of each component needs to be determined and placed within its own category. **Estimated useful lives range from 20-40 years.**

Building improvements that extend the useful life should be capitalized. Examples of building improvements include roofing projects, major energy conservation projects, or remodeling and replacing major building components.

Construction in Progress: Construction in progress should be capitalized but not depreciated until put into use. Interest cost during construction will be expensed, not capitalized.

Machinery and Equipment (moveable): Assets such as furniture, fixtures, machinery, and equipment that meet the \$5,000 threshold should be identified, inventoried, and depreciated. **Estimated useful lives range from 2-15 years.**

Vehicles: Vehicles should be identified, inventoried, and depreciated. **Estimated useful lives range from 2-10 years.**

Works of Art and Historical Treasures: Works of art and historical treasures should be recorded at historical costs. Depreciation is not required for collections or works of art that are inexhaustible.

Infrastructure: Infrastructure includes roads, culverts, signs, bridges, alleys, stormwater collection piping, and drainage ditches/systems. Within general government infrastructure, the following asset networks and subsystems are proposed, along with a proposed unit of valuation. The reporting needs to distinguish between the cost of the land versus the cost of the infrastructure improvements.

Roads

- Streets, highways and roads (including street signs, curb and gutter, and culverts if present) – lane mile by type and composition
- Street trees – in groups by type (capitalize only)

Bridges – by unit

Storm Drainage

- Collection systems – lineal foot by size and type

- Retention/detention facilities – by unit (land improvements are not depreciable)

Trails and paths – lineal foot by type and composition

The units of valuation proposed for each of the infrastructure categories are based on an initial assessment of what information is most likely available currently, as well as what appears to be a reasonable unit of measurement for costing purposes. **Estimated useful lives range from 20-50 years.**

Capital versus Repair and Maintenance

With respect to asset improvements, costs over \$5,000 should be capitalized if:

1. The estimated life of the asset is extended by more than 25%, or
2. The cost results in an increase in the capacity of the asset (i.e. adding lanes to an existing roadway, or increasing the weight capacity of a bridge), or
3. The efficiency of the asset is increased by more than 10% (i.e. maintains the same service level, but at a lower cost), or
4. Significantly changes the character of the asset, or
5. In the case of streets and roads, if the work done impacts the "base" structure.

Otherwise, the cost should be expensed as repair and maintenance. Ancillary costs directly associated with the cost of the asset (freight, etc.) should be capitalized with the actual asset cost.

Retroactive Reporting

All capital assets and infrastructure are required to be inventoried and categorized based on this policy retroactive to 1980. Capital assets and infrastructure acquired prior to 1980 should also be reported, if significant or material to the Town. Department heads and Town employees must determine historical cost or estimated historical cost based on year of acquisition. Completeness and accuracy should be ensured through physical counts, review of purchase records, prior inventory count records, listings maintained by other government agencies, and other methods deemed necessary. Donated items should be capitalized at fair market value on the donated date.

Exceptions

This policy is meant as a guideline. Exceptions may be made to this policy based on the following:

- Employees should consider the merits of capitalizing assets that have been purchased with debt proceeds, regardless of the cost.
- Items that are unique to the department or Town may be included in the inventory, regardless of the cost.
- Groups or classes of assets where individual asset items are less than the limit, but when all assets of that group are added together, the dollar amount far exceeds the capitalization limit. The total value of the group should be material or significant to the department's asset value.

Depreciation Method

In accounting terms, depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation in each accounting period (accumulated depreciation) would equal original cost less salvage value. The Town will use the straight-line depreciation method (the cost of the asset is written off evenly over the estimate useful

life of the asset). Estimated useful life means the estimated number of months or years that an asset will be able to be used for the purpose for which it was purchased. The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life.

Property placed in service at any time during a given month is treated as if it had been placed in service on the first day of that month. Depreciation will be taken for the entire month in which the asset is placed in service. If the property is disposed of before the end of the estimated useful life, no depreciation is allowed for the month of disposition.

Disposition of Assets

When a capital asset is disposed of, the account records should be relieved of the cost and accumulated depreciation with the asset. Disposals may occur due to replacement, obsolescence, loss, and/or destruction. Department Heads are required to report all dispositions of capital assets to the Accounting Department or the Town Clerk. The salvage value or trade-in value received from the disposition of the asset should also be reported.

Town Board Approval

This policy originally was approved by the Board of Supervisors of the Town of LaPointe on the 14th day of December 2004, and amended on the 8th day of August 2023.

Glenn Carlson, Town Board Chair

Date

Attest:

Micaela Montagne, Town Clerk

Date

Town of LaPointe

Memo

To: Town Board Members
Michael Kuchta, Town Administrator
Micaela Montagne, Town Clerk
Peter Ross, Town Treasurer

From: Barb Nelson, Accounting Admin.

Date: August 4th, 2023

Re: Combining of Bremer bank accounts

We would like to request the Town Board to approve combining the Town's Designated Funds saving Bremer bank account #xxxx7668 into the Town's General Fund checking Bremer Bank account #xxxx0563.

The General Fund checking #xxx0563, will continue to earn interest as will the designated funds within the combined fund. Partial interest will be split out at the end of the year to the individual designated funds.

The reasons behind this move are:

- a. One less bank account to track, report interest and reconcile every month.
- b. Only one general pool of funds for the majority of all transactions.
- c. No longer having to track individual expenses and revenues to and from each designated account (but paid from or deposited into the General Fund).
- d. No longer having to calculate the bank transfer needed to be done by the Treasurer at the end of every month.
- e. Designated Funds accounts would continue to be accounted for separately in Workhorse.
- f. We should also be able to set up the debt service as a fund within.
- g. Perhaps the combined account may yield a slightly higher rate of interest.

In general, this should save accounting and processing time, especially with the change overs.

RECEIVED
AUG 4 2023

Initial: dg

Pete has confirmed with Bremer Bank that this will not change the collateral amounts and processes in place (FDIC, etc.)

From our *[Bremer]* Municipal Specialist:

The collateral above FDIC we add is an umbrella coverage for all of their deposits with Bremer not matter how many accounts.

**Brent Heller
Municipal Solutions Specialist**

**Kay Tuttle
Community Banker Team Lead
Commercial Banker / Consumer Banker / NMLS#757139**

D 715-373-6386

F 715-373-2198

kmtuttle@bremer.com

31 W Bayfield St
P.O. Box 278
Washburn, WI 54891

(5) TB, TA, AA, Clerk, 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 Ehlers & Pierce CPAs Inc. (the "Contractor").

RECITALS

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

WHEREAS, the Contractor represents 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:

- Maintain all general ledger aspects of accounting tasks and software, including general ledger, receipts, disbursements, checkbooks, and bank reconciliations.
- Assist with annual audit done by CPA firm, and other required audits.
- Monitor General Fund cash position for Treasurer.
- Monitor and update budget as established by Town Board; enter revenues and expenditures.
- Prepare monthly budget reports for use by departments and Town committees.
- Prepare monthly financial reports for Town Board on budget, designated funds, checkbook balances and reconciliations, receipts, and checks written.
- Prepare monthly financial reports on budget and designated funds for Madeline Island Public Library Board, Harbor Commission, and Winter Transportation Committee.
- Draft budget amendments as needed or as directed.
- Unbudgeted transfers as needed.
- Annual budget transfers.

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor \$85 per hour. Workload is expected to average 10-15 hours per week. At that rate, the total amount payable by the Town to the Contractor for services under this contract shall not exceed \$25,500 for the remainder of calendar year 2023, and \$66,300 for calendar year 2024.

3. **Reimbursement for Expenses.** The Town will compensate the Contractor for documented time and expense incurred while learning Workhorse software, setting up new programs in Excel or other software for reporting purposes, or other software costs that may need to be purchased to access data remotely. Unless modified in writing, the Contractor shall bear all other costs and expenses under the terms of this Contract, including those related to transportation and postage.

4. **Workmanlike Manner.** The Contractor shall consult and communicate as necessary with the Town's Internal Accounting Coordinator, Treasurer, Administrator and other Town staff as necessary.

RECEIVED
AUG 3 2023
initial: dg

The Contractor shall provide services in a workmanlike manner consistent with the terms and provisions of this contract. The Contractor will comply with all federal, state and local regulations.

5. Standards of Performance.

- a) The standard of care for all professional accounting, bookkeeping and related services performed or furnished under this agreement will be the care and skill ordinarily used by members of the profession.
- b) The Town shall not be responsible for discovering deficiencies in the accuracy of the Contractor's services. The Contractor shall correct deficiencies in the accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Town-furnished information.

9. Assumption of Liability. Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, 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, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence 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. 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.

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/\$3,000,000 annual aggregate for itself, and all others identified under contract, including employees and agents, to include coverage for acts, errors and/or omissions related to the rendering or failure to render services.
- c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence.

These policies must be endorsed as primary and non-contributory as to any insurance maintained by the Town, and must be shown on the Certificate of Insurance. 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
administrator@townoflapointewi.gov
715-747-6914

To the Contractor:

NAME
Ehlers & Pierce CPAs Inc.
313 3rd St. West
Ashland, WI 54806
715-682-8353
EMAIL

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)

Ehlers & Pierce CPAs Inc.

Signature _____

Date _____

Printed Name _____

Title _____

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
JULY 25, 2023
5:00 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Samantha Dobson
Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne
Public Present: Paul Brummer
Called to Order: 5:00pm

I. Public Comment A*

II. Administrative Reports

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

III. Public Works

- A. Roads, Dock, Harbor:** Nothing at this time.
- B. Parks:** Nothing at this time.

IV. Committees

A. Planning and Zoning

- 1. Appoint Town Plan Commission Chair:** Chair G. Carlson appoints Suellen Soucek for another term as TPC Chair. Motion to ratify, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

B. Zoning Board of Appeals

- 1. Appointment of Member for Term Ending 6/30/2026:** Chair G. Carlson appoints Clayton Douglas, Motion to approve appointment, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.
- 2. Appoint Alternate Member for Term Ending:** None

C. Library Board Members

- 1. Appointment of Member for Term Ending 6/30/2026:** Jessica Belt
 - 2. Appointment of Member to Fill Term Ending 6/30/2024:** Mary Whittaker
- Motion to appoint Jessica Belt to the three-year term and Mary Whittaker to fill the one-year term, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.

D. Comprehensive Plan Steering Committee

- 1. Contract with Northwest Regional Planning Commission for Comprehensive Plan Maps:** Motion to approve contract for \$1,825, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

E. Public Arts Committee

1. Appoint Members for Term Ending 7/31/2025: Motion to appoint Mary Atmore and Madeline Rupp, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.
- F. Affordable Housing Advisory Committee
 1. Resignation of Member: Motion to accept the resignation of Lisa Sill, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.
- E. Committee Minutes: just clarification discussion.

V. Town Hall Administration

- A. Budget Summary Report: Motion to accept the reports, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
- B. Town Road Names Resolution #2023-0725 Amending Resolution #2019-0212: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- C. Private Road Names Resolution #2023-0725A Amending Resolution #2019-0212A: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- D. 2022 Financial Audit Information: The Town's auditors would like the Town to: update the capitalization policy, include line items in the budget for designated funds, and to have a separate debt service fund to handle the collection of taxes and repayment of all general obligation bonds and notes.
- E. Attachment 'C' to 2023 Compensation Resolution #2022-1227: Motion to approve, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.
- F. Resolution #2023-0725B: Borrowing for Fire Truck and Budget Shortfall: Motion to approve borrowing \$417,596 as budgeted, A. Baxter/ M. Anderson, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$571,763.70, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

VII. Alternative Claims: Motion to approve Alternative Claims for June in the amount of \$276,549.51, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

VIII. Treasurer's Report: Motion to approve the report showing a total of \$1,855,398.24 and a total available checking of \$391,967.76, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

IX. Minutes

- A. Regular Town Board Meeting July 11, 2023: Motion to approve with two small typos corrected in items II. H. and IV. A. 3., S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

X. Emergency Services: None

XI. Public Comment B:** None

XII. Lawsuits & Legal Issues

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the

Regular Town Board Meeting July 25, 2023

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

Motion to go into closed session, S. Brenna/ S. Dobson, 5 Ayes by roll call vote, Motion Carried. 5:27pm.

Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. 6:18pm.

XIII. New Agenda Items for Future Meetings

A. Draft policy on documents considered in open session by any committee, board, or commission be available for public records requests

Also: fiscal capitalization policy updates, Town Administrator evaluation.

XIV. Adjourn: Motion to adjourn, S. Brenna/ S. Dobson, 5 Ayes, Motion Carried. Adjourned at 6:21pm.

Submitted by Micaela Montagne, Town Clerk.

TB(S) TA, AA, Clerk,
public

**Town of La Pointe
Special Town Board Meeting
Tuesday, August 1, 2023
5:00 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: 5:00pm
2. Resignation of Town Clerk: Motion to accept the resignation, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.
3. Filling Vacancy/ Hiring Process for Town Clerk: the vacancy will be posted for two weeks. The new clerk will fill the current Clerk's term ending April 15, 2025.
4. Town Clerk Vacancy/ Job Posting: Motion to approve the posting as presented, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
5. Adjourn: Motion to adjourn, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Adjourned at 5:08pm.

Submitted by Micaela Montagne, Town Clerk