

TOWN ADMINISTRATOR REPORT

To: Town Board

DATES COVERED IN REPORT: Dec. 8-20, 2023

1. Accomplished/Completed

- **Leases.** Updated the basic leases for hangar and industrial lots.

2. Coming Up

- **Community Awards.** Deadline for nominations is Dec. 31.
- **Holidays:** Town Hall is closed on Monday Dec. 25, Tuesday Dec. 26, and Monday Jan. 1

3. Town Board Agenda – Information/Comments

- See separate memo

4. Follow Up on Previous/Ongoing Projects

- **Airport generator.** Filed insurance claim for repair costs from summer lightning strike.
- **Comprehensive Plan maps.** Northwest Regional Planning Commission delivered drafts of land use, zoning, and other maps. PDFs (and small print versions) of the maps are available upon request. TPC will review the maps at its Jan. 3 meeting; the Town Board could schedule its workshop on the full Plan on Tuesday Jan. 16.
- **Insurance.** The final premium for our general liability package is \$90,149. That is \$1,016 less than presented at the last meeting, primarily because of the decommissioning of fire Engine 7.
- **Police.** New officer Karl Williams graduated from the academy on Dec. 19, with top academic honors in his class.
- **Public Arts Committee** is planning a medallion hunt coinciding with the annual snow snake competition, which is Feb. 24.

5. Grant Report

- Duluth Superior Area Community Foundation did not fund our legal defense application.

6. Lawsuits/Legal Issues

- **Wisconsin Tax Appeals Commission.** Legal briefs on our appeal to transfer part of the county's law enforcement levy to the Town are due Jan. 31; reply briefs will be due Feb. 29.

7. Other Information

- **2024 meetings.** A heads up: The schedule for Regular Town Board Meetings has two conflicts in 2024: Aug. 13 is a primary election; Dec. 24 is Christmas Eve.

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TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: Dec. 27, 2023

Re: Agenda

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- **Roads.**
 - Hire Evan J. Erickson as a temporary CDL driver at \$20/hour from Jan. 1-Dec. 31, 2024, not to exceed 60 hours.
 - Hire Gary Beeksma, Karen Thomas and Paul Wilharm as temporary non-CDL drivers at \$18/hour from Jan. 1-Dec. 31, 2024, not to exceed 240 hours total.
 - *Note: The wages and hours match what is budgeted for the positions.*
 - **Parks.**
 - Hire Rand Moore as Camp Host #1 at \$18/hour from Jan. 1-Dec. 31, 2024, not to exceed 1,000 hours. (The wage and hours match what is budgeted.)
 - **Airport.**
 - **Industrial lot lease.** The lease expires Dec. 31 for Cedric Teisberg (Lot 6). The renewal rate would be \$941.75 per year, plus the annual CPI-U increase. (Highlighted sections are language lessee has questions about.)
 - **Town Hall Administration.**
 - **Contract with YWS Technologies.** The contract with our computer and internet consultant expires on Dec. 31. A proposed two-year renewal clarifies language, but does not change rates.
 - **Private Road Names.** The resolution adds Cherry Lane to the officially designated list of names for private roads.
 - **Fire.**
 - **Contract with Big Water Fire Apparatus.** The current contract for basic maintenance of fire, ambulance, and police vehicles expires on Dec. 31. The proposed renewal is for calendar year 2024. The maximum payment is based on what fire and ambulance have budgeted for vehicle maintenance.
 - **Harbor Commission.**
 - The Harbor Commission anticipates the need for working capital of up to \$400,000 for calendar year 2024. Unless we hear differently from our CPA, the request is for the Town Board to authorize the transfer, if necessary, from Fund 209 (Town Administrative Cell Tower) to Fund 240 (Harbor Commission). Fund 209 has a current balance of \$451,629.55.
 - *Note: The 2024 Town Budget anticipated tapping this fund for approximately \$141,000 rather than borrowing on the commercial market. The Harbor Commission previously has been given \$97,000 from this fund.*

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INDUSTRIAL ZONE LOT LEASE
TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 27th day of December 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 Cedric Teisberg, 608 Miller Farm Road, La Pointe, WI 54850, 715-209-8299, ced715@protonmail.com (hereinafter referred to as the Lessee).

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial District located at 795 Airport Drive in the Town of La Pointe, Ashland County, Wisconsin;

WHEREAS, Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for uses permitted in the LI-1 District of the Town of La Pointe Zoning Ordinance;

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

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term stated in Section 1.

1. **TERM.** ~~Lot #6.~~ The term of this lease shall be for a maximum period of ten (10) years, commencing on Jan. 1, 2024 and ending on December 31, 2033. If not renewing the lease, Lessee can request an extension of the current lease of up to 120 days from the end of lease if the request is made prior to the termination date. If Lessee requests an extension, Lessee shall pay fifty percent (50%) of the rental charge stated in Section 2.
2. **RATE.** The Lessee agrees to pay the rental charge per lot for the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.
3. **USE OF LEASED PREMISES.**
 - A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial District. Despite the lack of any such obligation, the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.

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- B. The Lessor will provide the site; the site is leased "as is." Proper drainage is a problem at the Light Industrial District and the Lessor makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
 - C. Location of buried utilities is the responsibility of the Lessee.
 - D. All metered service charges are the responsibility of the Lessee.
 - E. The Lessor reserves the right to approve the style, color, and size of any structures erected on the premise. New structures will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
 - F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Public Works Director. Lessee will obtain all necessary permits.
 - G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed, in consideration of the agreements herein contained, at the expiration or termination of this lease agreement, unless the Lessor provides written permission to the contrary, Lessee shall remove buildings and any equipment, structures, attachments and debris hereto from Lessor's property. Lessee shall remove items within thirty (30) days of the end of the lease. Lessee shall restore Lessor's property to its original condition.
- 4. ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part, nor sublet the premises or any part thereof, without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.
- 5. RULES AND REGULATIONS.**
- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin, and the United States of America.
 - B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessor may make changes in the rules but shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective. Within thirty (30) days of the effective date of any rules change, the Lessee may terminate the lease if a change negates the ability of the Lessee to utilize the premises as intended. Upon such voluntary termination, the Lessee shall vacate the premises under the terms of Section 11A.
 - C. The Lessee is advised that the leased property is adjacent to Major Gilbert Airport and, as such, is in a noise-impacted area; that present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers

of aircraft, louder aircraft, seasonal variation, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.

- D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
 - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.
6. **HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. **CERTIFICATE OF INSURANCE**

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
 - B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
 - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. MAINTENANCE AND PROTECTION

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine that the premises requires upkeep under terms of the Zoning Ordinance (Town of La Pointe), the Lessor may request that the area be surrounded by a fence, wall or other adequate screening to shield said area from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures or items owned by the Lessee, the Lessee shall promptly repair, replace, or remove damaged items and restore the leased area. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the operational areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.
- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.
- I. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove all structures, appurtenances, and items thereto belonging to the Lessee, or the property shall be considered abandoned. During the thirty (30) days allowed Lessee to remove items at either the normal end or termination of the lease, the Lessee will continue to pay prorated rent.

- B. If the Lessee shall leave any property on the premises for more than thirty (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. This is in addition to any other remedy Lessor has available under Wisconsin law.
- D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.

11. LEASE EXPIRATION. In consideration of the agreements contained herein, at the expiration of this lease agreement, on or before December 31, 2033, Lessee at his/her option shall elect either of the following:

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

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

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

Lessee

TOWN OF LA POINTE, Lessor

By: _____

By: _____
Town Chairperson

Date: _____

Date: _____

Attest: _____
Town Clerk

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

RESOLUTION 2023-1227

AMENDMENT TO RESOLUTION 2023-0725A

WHEREAS, Section 82.03(7) Wisconsin Statutes titled "Highway Names" provides that the town board shall by ordinance assign a name to each of the roads that are under the town's jurisdiction.

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

The following road in the Town of La Pointe that is under the Town's jurisdiction shall be named and added to the roster of Private Roads:

Cherry Lane – A private, dead-end road running south off Miller Farm Road.

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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 YWS Technology LLC (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, in accordance with the terms and provisions set forth herein, will provide the Town with the following services:

Under the Annual Service Contract:

- a) One on-site visit per quarter, including 3 hours' PC and server maintenance, mileage, ferry transportation, and related expenses
- b) Remote monitoring of critical server systems (1 hour per month), including remote access licenses
- c) Managing domain name hosting
- d) Remote work as necessary on server and PCs

Such services will be provided at:

- La Pointe Town Hall – 240 Big Bay Road
- SRE Building (includes shop and airport) – 797 Big Bay Road
- ESB Building – 320 Big Bay Road
- Materials Recovery Facility – 412 Big Bay Road
- Other locations as requested

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

- \$2,860 per year for the Annual Service Contract, to be invoiced in January of each year
- Additional hours at the rate of \$75.00 per hour, plus ferry and mileage costs
- Additional hours will be invoiced within 60 days of service date and include itemization of services provided and the Town department(s) served

The total amount payable by the Town to the Contractor for services under this contract (not including materials/equipment) in no event shall exceed \$15,000 per year unless the Town Board provides advance approval.

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3. Dates of Service. The services provided for herein shall be provided between January 1, 2024 and December 31, 2025.

4. Reimbursement for Expenses. The Contractor shall bear costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will reimburse the Contractor for the following actual out-of-pocket expenses incurred in connection with performing this Contract:

- Materials and equipment as billed.
- Travel beyond the one on-site visit per quarter included in Section 1.

The Contractor shall, prior to reimbursement, provide the Town with a receipt for each reimbursement sought, which supports the requested reimbursement.

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.

6. Warranty. The Contractor warrants that:

- a) 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
- b) 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
- c) 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.

7. Compliance with Regulations. Within five (5) business days after this contract has been signed by the Contractor, 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. Compliance with this provision is a condition precedent to the performance of this contract.

8. 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.

9. Limit of Liability. Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages is limited to the amount of Contractor's total fees under this Contract for that year.

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 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 Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

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: William Lulham
YWS Technology LLC
422 3rd Street W, Suite 204
Ashland, WI 54806
wlulham@ywstechllc.com
715-292-0568

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____.

Town of La Pointe (the Town)

Signature: _____

Printed Name: _____

Title: _____

Full Legal Name of Contractor (the Contractor)

Signature: _____

Printed Name: _____

Title: _____

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

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Balance Sheet Summary Report

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ACCT

Dated From: 1/01/2023
Thru: 11/30/2023

Fund: All Funds

	Debit	Credit
CASH AND MARKETABLE SECURIT	1,899,083.69	
TAXES & SPEC. ASSMT. RECV'B	4,036,068.92	
ACCOUNTS RECEIVABLE	792,980.47	
DUE FROM OTHER GOVERNMENTS		
DUE FROM OTHER FUNDS	3,014.20	
INVENTORIES AND PREPAYMENTS	114,282.51	
FUND BALANCES		44,981.39
TOTAL ASSETS	6,800,448.40	
ACCOUNTS PAYABLE		9,474.34
DUE TO OTHER GOVERNMENTS		2,144,403.15
DUE TO OTHER FUNDS		3,014.20
DEFERRED REVENUES	290.39	
Undefined Level		2,000.00
LONG-TERM DEBT		3,248,144.65
TOTAL LIABILITY		5,406,745.95
RETAINED EARNINGS	329,779.70	
FUND BALANCES		2,013,928.29
TOTAL FUND EQUITY		1,684,148.59

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Balance Sheet Summary Report

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ACCT

Dated From: 1/01/2023
Thru: 11/30/2023

Fund: All Funds

	Debit	Credit
2023 Revenues		4,443,710.33
2023 Expenditures	4,734,156.47	
GRAND TOTALS	11,534,604.87	11,534,604.87

Budget Comparison - Summary

Fund: 100 - GENERAL FUND

	2023 November	2023 Actual 11/30/2023	2023 Budget	Budget Status	% of Budget
TAXES	18,482.17	2,103,158.06	2,066,629.25	36,528.81	101.77
SPECIAL ASSESSMENTS	0.00	10,845.16	9,405.00	1,440.16	115.31
INTERGOVERNMENTAL REVENUES	4,309.00	160,919.38	238,238.00	-77,318.62	67.55
LICENSES AND PERMITS	1,394.50	51,058.49	48,067.00	2,991.49	106.22
FINES, FORFEITS AND PENALTIES	765.24	4,490.24	2,600.00	1,890.24	172.70
PUBLIC CHARGES FOR SERVICES	18,293.38	520,794.29	464,602.00	56,192.29	112.09
INTERGOV'T. CHARGES FOR SERV.	0.00	70,160.86	37,000.00	33,160.86	189.62
MISCELLANEOUS REVENUES	6,794.80	181,194.83	109,660.00	71,534.83	165.23
OTHER FINANCING SOURCES	0.00	1,100,449.00	1,533,447.00	-432,998.00	71.76
Total Revenues	50,039.09	4,203,070.31	4,509,648.25	-306,577.94	93.20

Fund: 100 - GENERAL FUND

	2023 November	2023 Actual 11/30/2023	2023 Budget	Budget Status	% of Budget
GENERAL GOVERNMENT	46,586.15	573,327.36	625,175.59	51,848.23	91.71
PUBLIC SAFETY	71,496.72	668,370.97	820,405.00	152,034.03	81.47
PUBLIC WORKS	83,979.84	698,251.05	851,013.80	152,762.75	82.05
HEALTH AND HUMAN SERVICES	5,456.47	47,815.83	44,199.00	-3,616.83	108.18
CULTURE, RECREATION AND EDU.	32,742.10	385,736.98	432,295.00	46,558.02	89.23
CONSERVATION AND DEVELOPMENT	4,394.94	107,216.46	176,628.00	69,411.54	60.70
CAPITAL OUTLAY	32,051.96	965,572.45	1,096,186.57	130,614.12	88.08
DEBT SERVICE	11,547.53	315,851.44	424,195.29	108,343.85	74.46
OTHER FINANCING USES	10,000.00	39,550.00	39,550.00	0.00	100.00
Total Expenses	298,255.71	3,801,692.54	4,509,648.25	707,955.71	84.30
Net Totals	-248,216.62	401,377.77	0.00	-401,377.77	

Dated From: 1/01/2023 Fund: All Funds
 Thru: 11/30/2023

	2023 November	2023 Total
TAXES	18,482.17	2,103,158.06
SPECIAL ASSESSMENTS		10,845.16
INTERGOVERNMENTAL REVENUES	4,309.00	174,114.49
LICENSES AND PERMITS	1,394.50	51,058.49
FINES, FORFEITS AND PENALTIES	765.24	4,490.24
PUBLIC CHARGES FOR SERVICES	18,293.38	529,925.29
INTERGOV'T. CHARGES FOR SERV.		70,160.86
MISCELLANEOUS REVENUES	7,817.00	349,508.74
OTHER FINANCING SOURCES		1,150,449.00
Total Revenues	51,061.29	4,443,710.33

12/21/2023

5:06 PM

Statement of Revenues & Expenditures - Summary

Page: 2
ACCT

Fund: All Funds

Dated From: 1/01/2023

Thru: 11/30/2023

	2023 November	2023 Total
GENERAL GOVERNMENT	61,386.15	602,114.60
PUBLIC SAFETY	71,562.72	671,673.96
PUBLIC WORKS	84,937.17	779,284.90
HEALTH AND HUMAN SERVICES	5,456.47	72,960.83
CULTURE, RECREATION AND EDU.	33,156.52	428,284.30
CONSERVATION AND DEVELOPMENT	4,394.94	107,216.46
CAPITAL OUTLAY	32,051.96	984,266.98
DEBT SERVICE	11,547.53	315,851.44
OTHER FINANCING USES	10,000.00	772,503.00
Total Expenses	314,493.46	4,734,156.47
Excess of Revenues Over (Under) Expenditures	(263,432.17)	(290,446.14)

(5) TB, T.A.A, Clerk, ZA Public

Dear Town Board Supervisors,

I have prepared the attached outline of changes to the proposed short-term rental ordinance for your consideration, and for discussion at next Wednesday's (12/27) Town Board meeting. While it makes several changes to the TPC's proposal, it retains much of it, especially regarding events, definitions, and the enforcement protocol.

This outline represents my best effort to find a balance between a property owner's right to the reasonable use of their property as a dwelling (for themselves or renters) in a residential zone, and their neighbor's reasonable expectation of peaceful enjoyment of their own property in a residential zone.

In addition to attending and/or viewing the public discussions on this issue, I compared each provision in the current ordinance to the provisions in the TPC's proposal. I then had multiple discussions with several individuals, with diverse viewpoints, but who have the experience with this issue to provide helpful and meaningful input. I believe the elements outlined in the attachment have the support of a broad cross-section of interested parties.

To highlight, this proposal would:

- Grandfather all existing rental permits for the duration of current family ownership;
- Set an overall cap, reviewed annually, on the number of permits outside the commercial zone (I'd propose an initial cap of 125, about a 10% increase from the current 112);
- Allow individuals who own the property as of 12/31/23 to obtain a generally nontransferable permit in the future, not subject to the overall cap;
- Establish minimum rental periods for new permits in residential zones, generally 2-nights, but x-nights (*up for discussion: somewhere between 3 and 5*) for new high-occupancy (>12) property rentals;
- Provide a limited objection process for new high-occupancy permits in residential zones;
- Require all public marketing of short-term rentals to contain the permit number issued by the Town; and
- Require an agent be available to respond to a safety/health issue within 60 minutes of notification.

Depending on the Town Board's consensus, we could schedule a workshop to solicit public input based on this outline, with any of your modifications. Alternatively, the Board could direct the Town Administrator and the Zoning Administrator to draft ordinance language prior to a public discussion. I am told by Town staff that time is of the essence, given the strong desire to get renewal packets out to existing permit holders by the end of January. We can meet that deadline if we give guidance to Town staff next Wednesday, and ask them to bring us a draft ordinance for our January 9th RTBM. We could then schedule a public workshop between then and our next RTBM on January 23rd, when we would consider adopting the new ordinance.

Please feel free to contact me if you have any questions prior to next week's meeting.

Thank you.

Glenn

RECEIVED

DEC 20 2023

Initial: dg

1. ALL SHORT-TERM RENTAL PERMIT HOLDERS (FEWER THAN 30 DAYS)

- a. Current STR Permit and pay quarterly accommodation taxes
- b. Display Town of La Pointe STR Permit # on all public marketing of property
- c. Agent available to respond to emergencies at the property within 60 minutes of notification
- d. Driveway ordinance compliance
- e. Fire number sign(s)
- f. MRF information & Agent contact information on display at dwelling
- g. Health Department/State permit

2. RENTALS OF FEWER THAN 7 CONSECUTIVE DAYS OUTSIDE COMMERCIAL ZONE**a. Permits in existence on 12/31/23**

- i. May continue to rent as before, if terms in #1 above are met.
- ii. "Grandfather" expires at end of permit year in which property is sold or transferred, except for one-time transfer to child(ren) or transfer that is not subject to transfer tax. Grandfather status is lost if permit lapses, is revoked, or if additional sleeping quarters for the dwelling are built after 12/31/2023.

b. Newly-issued after 12/31/23

- i. Limit on number of active permits set by Town Board (said "cap" will be reviewed and approved by TB every year).
- ii. Each separate dwelling structure on a parcel must have a separate permit.
- iii. Only one dwelling on a parcel may be rented for fewer than 7 days.
- iv. No campers or tents allowed on said rental property as additional sleeping area.
- v. Minimum 2-night rental (i.e. can be rented to a new guest no more frequently than every other day).

c. Newly-issued after 12/31/23 for High-Occupancy

- i. Sleeping capacity for more than 12 adults
- ii. Neighbor Objection opportunity
 - 1. Neighbor notification with objection period
 - 2. Specified causes for objection, restriction by TPC
 - a. Shared unpaved driveway or private road
 - b. Sleeping capacity for more than 16 adults.
 - c. Rentable as event venue.
- iii. Minimum X-night rental (somewhere between 3 and 5).

3. GENERAL

- a. No cap on number of properties owned.
- b. Cap on number of active permits exception.
 - i. A dwelling that has been owned by the applicant continuously since 12/31/23 (and not expanded from 12/31/23 footprint) is eligible to receive a permit even if the cap has been reached. Such permit is nontransferable (other than to children). This permit is subject to the other provisions of 2.b., above.

- c. 30-day grace period to pay permit renewal fee, otherwise permit must be reapplied for without grandfather benefits.
- d. Any permit can be revoked for violation of Ordinance, or nonpayment of permit fee or quarterly accommodation taxes within 30 days of due date.
- e. Permits for properties with numerous verified and reasonable police calls for excessive or late-night noise are subject to nonrenewal.
- f. Retain enforcement protocol from TPC proposal.

4. EVENTS

- a. As per TPC proposal.
- b. Note that after 2025, any event at a rental property at which alcohol is served shall be defined and governed by reference to state law, specifically, s. xx.xx, Wisc. Stats.

12/20/23 11:18 AM

DRAFT

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

November 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$258,946.69</u>
<u>Harbor Commission</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$1,668.30</u>
Total of All Alternative Claims:	\$260,614.99

RECEIVED
DEC 20 2023
Initial: dg

ALTERNATIVE CLAIMS 2023

November 2023

Date	Payable to Who	Check #	Amount	Description
11/6/2023	Department of Treasury	#72399429	7,224.78	PR#22 Employment Taxes
11/6/2023	Department of Revenue	#407097952	1,574.43	PR#22 Employment Taxes
11/6/2023	Empower/Deferred Comp	#1136136863	100.00	PR#22 Employment Taxes
11/6/2023	USPS	82667	660.00	Tax Bill Postage
11/9/2023	WRS	#294314	16,096.33	October 2023 Retirement
11/7/2023	Xcel Main	#BAEB4	2,328.75	Services 9/7-10/8 2023
11/22/2023	Dept. of Employee Trust Funds	10861255	14,920.92	Dec. 2023 Health Insurance
11/16/2023	Department of Treasury	#21270660	8,399.38	PR#23 Employment Taxes
11/16/2023	Department of Revenue	#41684003	1,676.90	PR#23 Employment Taxes
11/16/2023	Empower/Deferred Comp	1140130801	100.00	PR#23 Employment Taxes
11/17/2023	Xcel Energy - Street Lights	#0527E	291.27	Services 10/3-11/2 2023
11/17/2023	Xcel Energy - Greenwood	#A49F6	15.45	Services 10/8-11/6 2023
11/20/2023	WI Dept. of Revenue	#1653910112	464.58	October 2023 Sales Tax Sept 2023 Sales Tax - entered wrong amount when originally paid
11/21/2023	WI Dept. of Revenue	#0997444192	126.19	
11/30/2023	Department of Treasury	#13125390	8,530.24	PR#24 Employment Taxes
11/30/2023	Department of Revenue	#1582803552	1,662.53	PR#24 Employment Taxes
11/30/2023	Empower/Deferred Comp	#1143389657	100.00	PR#24 Employment Taxes
11/30/2023	Wisconsin Retirement Syst.	#295827	10,367.44	November Retirement

11/2/2023	Payroll Batch ACH Direct Deposit	ETF#433839582	27,031.33	PR#22 Ending 10/28/23
TOTAL PAYROLL #22			\$27,031.33	

11/16/2023	Payroll Batch ACH Direct Deposit	ETF#3388970141	29,983.50	PR#23 Ending 11/11/23
11/16/2023	Brummer, Charles	82668	117.02	PR#23 Ending 11/11/23
11/16/2023	Brummer, Paul	82669	117.02	PR#23 Ending 11/11/23
11/16/2023	Smith, Alexandra	82670	1,555.75	PR#23 Ending 11/11/23
11/16/2023	Whittaker, Alan Dale	82671	46.17	PR#23 Ending 11/11/23
TOTAL PAYROLL #23			\$31,819.46	

11/30/2023	Payroll Batch ACH Direct Deposit	ETF#3438133781	31,508.71	PR#24 Ending 11/25/23
11/30/2023	Ralph, Evan L	82729	801.91	PR#24 Ending 11/25/23
11/30/2023	Wiltz, Joseph	82730	997.84	PR#24 Ending 11/25/23
TOTAL PAYROLL #24			\$33,308.46	

			0.00	
NOVEMBER 2023 TOTAL:			\$258,946.69	

ALTERNATIVE CLAIMS 2023

MI Library

November 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Library Board approved vouchers		1,668.30	11/21 meeting
11/28/2023	Capital One/Walmart	82760	304.94	October Statement MIPL Charges
	Elan Financial Services	82761	690.58	October Statement 2023
	NYT	82762	144.00	Services 11/5-12/2
	Norvado	82763	185.48	November Services - Lib
	U Line	82764	162.30	Anti Slip Stair Tread
	WI Elevator Inspection	82765	181.00	Annual Elevator Inspection

NOVEMBER 2023 TOTAL:	<u>1,668.30</u>
MI Public Library Board approved	

0.00

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
December 12th, 2023
4:45 PM AT TOWN HALL
Revised Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Samantha Dobson (via zoom)

Staff Present: Town Administrator Michael Kuchta, Town Clerk Alex Smith

Public Present: John Carlson, Paul Brummer, Michael Childers, Jim Peters (via zoom)

Call to Order: at 4:45pm.

I. Public Comment A*

Paul Brummer stated that in regards to the snowless winter so far, to consider laying off, in staggering terms, members of the town road crew. With only one employee off per week, operations shouldn't be affected, and it would be cost saving for the town.

John Carlson asked to revise the minutes of the Dec. 5 public hearing regarding his questions on police overtime.

Motion to move up XII and discuss the Harbor Commission updates, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

XII. Harbor Commission Update

Michael Childers presented updates on the purchase of the ferry. He stated there are three agreements in place: vessel, real estate, and operation. Carol is working with Ehlers on a narrative to go with the financial model for a better understanding. Ehlers is willing to meet with the Town Board if any questions arise. At the Special Town Meeting on December 27th, the town electors will be asked to approve and authorize the purchase of the real estate. The Harbor Commission hopes that after that meeting, the town board could authorize the Harbor Commission to execute the three agreements. Thus, giving the authorization for the Harbor Commission to sign the agreements, making the 27th the date of signing the documents. The ferry line is aware that the transaction won't be financially funded until early in the first quarter of next year when the bonds are finalized, and issues are resolved. Rates are still uncertain at this time.

II. Administrative Reports

- A. Town Administrator's Report: Prepared and presented by Michael Kuchta.
- B. Public Works Director's Report: Prepared by Ben Schram.
- C. MRF Supervisor's Report: Prepared by Martin Curry.
- D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer.
- F. Accounting Report: Prepared by Lauren Burtaux.
- G. Police Chief's Report: Prepared by William Defoe.
- H. Fire Chief's Report: Prepared by Rick Reichkitzer.

I. Ambulance Director's Report: Prepared by Cindy Dalzell

III. Public Works

A. Roads, Dock and Harbor

B. Parks

a. Job Posting for Camp Host #1:

Motion to approve the job posting with the budgeted amount of \$18/hour, not to exceed 1,000 hours, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

C. Airport

a. Potential lease renewals for airport hangars: Theodore Fritsche, L & F Land Management, Jon Stevens:

Motion to approve the lease renewals with Theodore Fritsche (#14) and John Stevens (#8), A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

L & F Land Management postponed.

b. Potential lease renewals for industrial lots: Cedric Teisberg. Postponed.

D. Greenwood Cemetery

a. Potential contract renewals: Kathleen Erickson (mowing)

Motion to approve the contract renewal with Kathleen Erickson for mowing the cemetery, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

a. Fire Sign Installation:

Motion to reject the fire sign installation bids and hire a seasonal employee directly, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

b. Rental Ordinance:

Glenn presented an update on the Rental Ordinance and stated that he spoke with several TPC members and rental owners and believes that progress is being made.

V. Town Hall Administration

A. Resolution #2023-1212 A Elected Officials' Salaries:

Motion to affirm the resolution, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

B. Resolution #2023-1212 B Election Inspectors:

Motion to approve the resolution, S. Brenna/M. Anderson, 4 Ayes, Motion Carried.

C. Resolution #2023-1212 C Fee Schedule 2024:

Motion to approve the resolution, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

D. Potential contract renewals: YWS Technology. Postponed.

E. Resolution #2023-1212 D Compensation Resolution

Motion to approve the resolution, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

F. 2024 Insurance: Property, Crime, Inland Marine, Auto, General Liability, Public Officials and Management Liability, Excess Liability, Airport Liability, Cyber Liability, Workers Compensation, Volunteer Accident and Sickness:

Motion to approve the annual insurance package with the addition of Volunteer Accident and Sickness, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

G. Premier Resort Tax:

Motion to allow Michael Kuchta and Glenn Carlson to go to state legislators and seek discussion regarding a 0.5% increase in sales tax, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

H. Recognition of Island Gazette's 60th Anniversary on December 20th, 2023

Motion to proclaim December 20th, 2023, as Island Gazette Day on Madeline Island, M. Anderson/S. Brenna, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve the vouchers in the amount of \$55,398.81, M. Anderson, A. Baxter, 5 Ayes, Motion carried.

VII. Minutes

- A. Regular Town Board Meeting November 28th, 2023
- B. Special Town Board Meeting (1) December 5th, 2023
- C. Public Hearing December 5th, 2023
- D. Special Town Board Meeting (2) December 5th, 2023

Motion to approve all minutes A-D with John Carlson's change to letter C stated above, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VIII. Emergency Services

- A. Police Department
 - a. Revision of Ordinance Chapter 42-34: Parking restrictions on Whitefish Street. Postponed.
- B. Fire Department
 - a. Potential contract renewals: Blg Water Fire Apparatus. Postponed.
- C. Ambulance

IX. Public Comment B**

John Carlson stated that his first question from the December 5th meeting was not answered, and he was given a math problem for his second question. He stated that he believes something is being held back and wonders why he must ask a question several times before getting an answer.

Paul Brummer recommended being cautious with raising the premier resort tax because of who may be affected/targeted, especially people who already pay a healthy property tax. In regard to the Rental Ordinance, he also stated that anyone who attended the public hearing in August should have been considered an interested party to discuss with.

X. Liquor & Operators' Licenses None

XI. 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 to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

- A. Petition with the Wisconsin Department of Revenue Regarding Ashland County
- B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a)
- C. Possible Lawsuit Against Ashland County

Motion to instruct our attorneys not to pursue the claim/lawsuit against Ashland County, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings

Potential lease renewals for airport hangar: L & F Land Management

Potential lease renewals for industrial lot: Cedric Teisberg

Rental Ordinance

Potential contract renewal: YWS Technology

Revision of Ordinance Chapter 42-34: Parking restrictions on Whitefish Street

Potential contract renewal: Big Water Fire Apparatus

Treasurer Interview Updates

Vouchers

XIV. Adjourn:

Motion to adjourn, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 5:33pm

Submitted by Town Clerk, Alex Smith.

DRAFT

REGULAR LIBRARY BOARD MEETING
Thursday November 21, 2023
5:00 PM LIBRARY 2nd Floor/Zoom
Minutes

Members present: Peggy Ross (vice-president), Mary Whittaker, Kerrey Andreas, Beth Papp and Katie Sanders
Members absent: Keith Ryskoski and Marilyn Hartig
Staff present: Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Peggy Ross at 5:01 pm.

I. Public Comment – none

II. Minutes

A. Regular Library Board Meeting October 17, 2023

Motion by Katie to approve the above minutes as presented, seconded by Kerrey, all ayes. Motion Carried.

VI. Ongoing Projects

A. Friends of the Library

1. Approve Circle of Friends Memorandum of Understanding

Motion by Mary to approve the Circle of Friends MOU, seconded by Katie, all ayes. Motion Carried.

B. Library Community Center RFP – no discussion

C. Island Makerspace: create, innovate, elevate – in Director’s report

D. Strategic Plan – no discussion

V. Financials

A. Sign Directors Timesheet

Timesheets submitted for weeks ending 10/28/23 and 11/11/23.

Motion by Beth to approve signing director’s timesheets, seconded by Kerrey, all ayes. Motion Carried.

B. Approve Bills

Capital One	\$ 304.94
Elan Financial Services	690.58
New York Times	144.00
Norvado	185.48
Uline	162.30
WI Elevator Inspection	181.00

Lauren noted this month’s bills are for makerspace grant purchases, year-end spending and the Halloween party as well as regular bills.

Motion by Katie to approve paying bills as presented, seconded by Mary, all ayes.
Motion Carried.

V. Directors Report

- Lauren will finalize the year-end letter with an introduction paragraph for the Circle of Friends group.
- Lauren purchased house supplies for the makerspace to have on hand if patrons want to purchase and for Michael to use for demos.
- The Town Boards final budget included a 4% cost of living instead of the 5.4% Lauren figured and they did not approve funding for ADA compliant doors. The Library portion of the Town's 2024 budget will be \$248,480.
- Lauren has been researching a Duluth Superior Area Community Foundation – Community Opportunity Grant to see how it might fit into our community. Some ideas are an Island History story recording podcast or a teen/youth drop-in time at the Rec Center. Peggy mentioned the La Pointe Center was also looking at this grant and thought a collaboration between community organizations would be beneficial to receiving the grant. Peggy and Lauren will discuss. Peggy also mentioned a summer solstice event Arts Wisconsin is sponsoring that they may be able to collaborate on.
- Monday night makerspace has been busy, hoping to have Wednesday night be more popular with St. John's changing their game nights to Thursdays in January.
- Lauren has been researching summer rec formats. One idea is to do theme led sessions instead of caretaking like they have been doing. She is also looking at a sleep away skate camp.

VII. Personnel

~~A. Approve Winter Rec Director posting~~

Lauren noted she may hire more than 1 person for this position.

Motion by Kerrey to approve the Winter Rec Director posting, seconded by Katie, all ayes. Motion Carried

VIII. Future Agenda Items

Budget shifting, Rec Director hire, strategic plan (Jan.)

Adjourn:

Motion by Mary to adjourn, seconded by Kerrey, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.
Minutes approved as presented 12/19/23. D. Goetsch, Clerical Assistant

**Town of La Pointe
Public Arts Committee
Wednesday October 11, 2023
4:00 pm at Town Hall/Zoom
Minutes**

Members present: Mary Atmore (Chair), Susan Sabre, Maddie Rupp, Robin Trinko
Russell and Sally Brown.
Members absent: Peg Bertel
Staff present: Michael Kuchta, Town Administrator

1. Call to Order/Roll Call

The Public Arts Committee meeting was called to order by Mary Atmore at 4:04 pm.

2. Public Comment - None

3. Minutes of the following meetings to be considered for approval:

A. September 13, 2023

Motion by Maddie to approve the above minutes as presented, seconded by Robin, all ayes. Motion Carried.

4. 2024 budget request to Town Board – review and comment on draft statement

- Mary stated that the designated fund balance discussed at the last meeting was incorrect. After removing the \$4,500 to be used for the porta potty project, the balance is \$112.32.
- Consensus to ask for \$4,000 from the Town Board for 2024 expenses which include; \$3,500 for the propeller project at Russell Park and \$500 for social media, chalk art at Fallfest and Winter Festival activities. Mary will re-draft her statement to present to the Town Board.

Motion by Susan to ask the Town Board for \$4,000 for the Public Arts 2024 budget, seconded by Robin, all ayes. Motion Carried.

5. Committee Projects – identify and prioritize

A. Sculpture landscaping status – completed

Robin will speak with Ben Schram, Public Works about seeding the grass.

B. Porta potty beautification – artists solicitation in Gazette, other ideas

Mary reported that one submission has been received so far. Proposals are due 12/31/23. Mary will ask the chamber to put info. in their e-mail newsletter again.

C. Winter Festival – status re draft proposal to Town Board and discussions with Paul DeMain

Maddie will e-mail a draft proposal to the committee for review.

Maddie will reach out to Peg to see if she has a relationship with Paul DeMain through the La Pointe Center and if she or Maddie could contact regard working together.

Mary will present the proposal to the Town Board along with the 2024 budget request next week.

D. Russell Park propeller sculpture proposal

Robin envisions 7 propellers mounted on steel pedestals artistically placed not too far from the information board where historical information could be displayed. She will investigate more for the next meeting.

E. Social media accounts – Maddie

Maddie reported that she and Susan are working on a final proofread/edit. Next steps will be to decide on a domain name and purchase the domain, launch other social media accounts w/posts and create a list of sites to link to.

6. Incorporation of Comprehensive Plan recommendations

Continued conversation on what the Comprehensive Plan recommendation means and how to interpret it.

Discussion on this being a way to promote other art organizations/individuals through our social media. Do other organizations already do this, now much work would be involved, is it right to promote businesses and individuals as a Town committee, what if you miss something? Committee members will continue to think about what they see the mission of this committee.

7. Old Business (on hold)

A. Tribal collaboration – no response

B. Sidewalk art – discussions with Chamber re joint venture for 2024 Fallfest

Maddie spoke with Sharon Zanto at the Madeline Island Chamber of Commerce (MICC) and she had some ideas such as to coincide with Fallfest and maybe have a competition based art contest (soliciting professional artists) with cash prizes. Maybe a separate area for family art. Discussion on grants MICC receives for their events. Maddie will write up a summary of her conversation with Sharon and e-mail to committee members for further discussion.

Consensus to plan for 2024.

Discussion if this project is in line with what the original sidewalk (poetry) art project idea was.

8. Member recruiting efforts

9. Recommendations to Town Board - none

10. Public Comment

11. Set next Meeting Agenda and Date.

Next regular meeting date scheduled for Wed. 11/8/23 at 4pm

12. Adjourn

Motion by Maddie, seconded by Sally to adjourn, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant
Minutes approved as presented 12/12/23. D. Goetsch, Clerical Assistant

**Town of La Pointe
Public Arts Committee
Wednesday November 8, 2023
4:00 pm at Town Hall/Zoom
Minutes**

Members present: Mary Atmore (Chair), Peg Bertel and Sally Brown.
Members absent: Susan Sabre, Maddie Rupp and Robin Trinko Russell
Staff present: Michael Kuchta, Town Administrator

1. Call to Order/Roll Call

The Public Arts Committee meeting was called to order by Mary Atmore.

2. Public Comment - None

3. Minutes of the following meetings to be considered for approval:

A. October 11, 2023

No quorum present for a vote.

4. 2024 budget request to Town Board – \$1000 awarded for 2024

Mary noted the Town Board said these funds can be used for sidewalk/chalk art, winter festival and social media. They will revisit the propeller sculpture project when the committee has a solid proposal.

5. Committee Projects – identify and prioritize

A. Porta potty beautification – artists solicitation in Gazette, other ideas

Mary noted only 1 solicitation has been received so far. The deadline is the end of December. Information was posted on Facebook, e-mailed to La Pointe Center members, will be on the next Chamber e-mail newsletter and flyers were posted around town. Sally suggested another media blast in December. Peg will check to see if we can advertise with the Bayfield Chamber and Chequamegon Bay Arts Council. Michael offered a Town text blast.

B. Winter Festival – status re draft proposal to Town Board and discussions with Paul DeMain

Peg spoke with Paul DeMain and he seemed interested in working with the committee but did not have a firm date on the Snow Snake Festival yet.

C. Sidewalk Art

No target date or scope of project yet.

D. Russell Park propeller sculpture proposal

Michael noted the concern of one Town Board member (during budget discussion) on using up the green space in Russell park with this project.

E. Social media accounts – Maddie – no discussion

6. Incorporation of Comprehensive Plan recommendations – no further action at this time

7. **Old Business (on hold) - tribal collaboration**
Michael informed the committee that both Bad River and Red Cliff have had a change in their elected bodies. Peg hoped with more tribal involvement on the island there may be opportunities.
8. **Member recruiting efforts** – Mary asked Peg & Sally to think about who we could recruit.
9. **Recommendations to Town Board - none**
10. **Public Comment**
11. **Set next Meeting Agenda and Date.**
Next regular meeting date scheduled for Wed. 12/13/23 at 4pm
Mary noted she will attend via Zoom.
12. **Adjourn**

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant
Minutes approved as presented 12/13/23. D. Goetsch, Clerical Assistant

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY December 7th, 2023
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

Commissioners Present: Mike Anderson, Michael Collins, Zach Montagne, Michael Childers, Carol Neubauer, Pete Ross, Evan Erickson Jr.

Staff Present: Lauren Burtaux, Harbor Commission Secretary

1. **Call to Order:** Meeting called to order at 9:00am by M. Childers.
2. **Roll Call:** Members present as listed above.
3. **Public Comment:** None.
4. **Minutes 11/30/23 & 12/5/23:** Motion by M. Anderson to approve minutes as presented, seconded by M. Collins, all in favor, no discussion, Motion Carried.
5. **Committees – Updates:**
 - a. **President:**
 - i. M. Childers met with the Department of Natural Resources and the Town's Public Works Department on Monday, 12/4/23, to discuss the logistics of managed forest efforts which will take place in 2024.
 - ii. Updated from Madeline Island Ferry Line (MIFL) regarding future business. The Bayfield Harbor dock lease for 2024 has been paid. Cal Linehan (from MIFL) will attend the Passenger Vessel Association annual meeting in January.
 - iii. The Harbor Commission attorney, Tim Feldhausen and bond attorney, Bob Toftey will meet with attorney Steve Bers (MIFL) to discuss the changes in the management agreement that are required to keep the tax-exempt status of the Harbor Commission.
 - b. **Communications:** None.
 - c. **Operating Agreement:** None.
 - d. **Purchase Agreement:** Bremer Bank requested two narratives and balance sheets to support the financial modeling. M. Collins will help write narrative from the Harbor Commission; Ehlers will provide narrative for their financial modeling.
 - e. **Other:** None.
6. **Future Needs and Operations:** None.
7. **Offers of Assistance:** C. Neubauer has had interest in the note anticipation notes and plans to get a letter and packet sent out to interested parties.

(5)TB,TA.A. 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 Big Water Apparatus LLC (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:

Annual maintenance and repairs of emergency operations vehicles and equipment, including but not limited to Fire Department, Ambulance Service and Police Department

Such services will be provided at:

- EMS Building located at 320 Big Bay Road
- Other locations as requested/necessary

2. Payment. In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the rates in Exhibit A within 30 days upon invoice.

The total amount payable by the Town to the Contractor for services under this Contract shall, in no event, exceed \$33,000 in the calendar year, unless authorized in advance by the Town Board. This limit excludes parts and equipment, for which the Town shall pay upon proper statement or invoice, as specified in Section 4.

3. Dates of Service. The services provided for herein shall be provided between January 1, 2024, and December 31, 2024.

4. Reimbursement for Expenses. The Contractor shall, prior to reimbursement, provide the Town with a supporting receipt and/or invoice for each reimbursement sought. The Town shall pay for services at the rates defined in Exhibit A, and shall pay the actual documented cost of parts and equipment. To expedite repairs, upon the Contractor submitting an itemized statement or invoice, the Town may pay in advance for equipment, supplies, shipping, and related expenses.

The Contractor shall bear all other costs and expenses under the terms of this Contract.

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initial: dg

5. Specifications. The specifications for the services to be provided by the Contractor to the Town are incorporated herein by reference as a part of this Contract.

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.

7. Warranty. The Contractor warrants that:

- a) 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
- b) 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
- c) 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. Within five (5) business days after this Contract has been signed by the Contractor, 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. 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 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.

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

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

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

To the Contractor:

Steve Adamski
Big Water Apparatus LLC
2703 County Highway A
Ashland, WI 54806
bigwaterllc@centurytel.net

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____, 20____.

The Town of La Pointe (the Town)

Signature: _____

Printed Name: _____

Title: _____

Full Legal Name of Contractor (the Contractor)

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT A

Big Water Rates for 2024:

- \$150.00/hour
- Summer travel (Ferry): \$85/hour plus Ferry Fees
- Ice Road: \$1.50/mile

DRAFT