

TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: Jan. 9, 2024

Re: Agenda items

- **Airport Lease Renewal: Hangar 1A.** The current leaseholder, Langer Gokey, is requesting an extension of 10 years.
- **Rental Ordinance.** The revised version reflects conversations Town Board Chair Glenn Carlson has had with various stakeholders. There will be a Town Board workshop on Thursday Jan. 11 to discuss these revisions with the public. A summary of major elements in the proposal:
 - The beginning of the permit year shifts from May 15 to June 15.
 - There would be four categories of rental permits: Long-term (30 days or more), Short-term (7-29 days), Multi-Day (2-6 days), Daily.
 - A Daily permit is available only in the Commercial district or to existing Short-Term permit holders in residential districts, who will be "grandfathered" in as long as they meet specified requirements.
 - All new applicants in residential districts will be eligible only for a Multi-Day, Short-Term or Long-Term permit.
 - There would be a cap of 125 total Daily and Multi-Day permits outside the Commercial zone (the Town currently has 112 permits in residential districts).
 - There is a new category of "high occupancy" rentals (those that sleep 14 or more); new applicants outside the Commercial district must receive a conditional use permit (CUP) in order to receive a Multi-Day rental permit.
 - Island homeowners who currently do not have a rental permit can apply for a Multi-Day permit any time in the next 10 years without being subject to the permit cap, as long as they meet specified requirements.
- **Comprehensive Plan Maps.** TPC and staff have reviewed the 13 draft maps. Northwest Regional Planning Commission is making revisions. The goal is to post the revised maps on the Town website and have large-format versions printed ahead of the Jan. 16 workshop.
- **Resolution #2024-0109.** The county intends to apply for a federal grant to install solar panels and electric vehicle charging stations in multiple communities. Projects in La Pointe would include the proposed microgrid at the ESB, and charging stations at various locations in town. The county is asking communities to adopt this resolution in support of their application.
- **Police.** As the police chief mentions in his report, reliability of the county sheriff is deteriorating. We know the sheriff does not patrol in La Pointe; increasingly, he expects us to do his job even when La Pointe officers are not on duty. Since mid-August, sheriff's deputies have had primary law enforcement responsibility several shifts a week. In that time, 911 dispatch has assigned deputies to La Pointe at least 35 times. Deputies have stepped foot on the Island only 3 times. In 5 months, they responded in person 4 times, did not respond at all 6 times, handled 14 calls by phone, and punted responsibility back to the Town 11 times. Deputies have not responded – or handed a case to La Pointe officers to respond hours later – in situations that included a fire, a stolen gun, gunshots, an apparent drunken driver, and an altercation at the state park. It has gotten so bad that deputies referred an alarm at the museum to the Town's Public Works department. They referred a "welfare check" to the Town's EMTs – who, as the chief points out, are not trained for such a situation and could have walked into a crime scene.

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JAN 5 2024

December 2023 Public Works Report

Roads

- The mild weather throughout the entire month resulted in zero snowplowing days for December 2023. However, despite the lack of snow to be removed from the roads, the unseasonably warm conditions enabled the crew to stay very busy with outdoor projects.
- Beginning on Dec. 6th, the crew ditched approximately 1.2 miles of the southwest section of North Shore Road, in separate areas. The project would have continued if not for some mid-month frost, but two of the flatter problematic drainage areas (proven last April), were dealt with accordingly and a few hundred yards of material were hauled away.
- The Xmas holiday weekend presented three days of rainy, windy weather, which resulted in multiple downed trees and debris to be cleaned up. Thankfully no power outages or anything too serious occurred.
- The beaver activity has increased dramatically along Black Shanty Road, and a particular culvert north of Umbrage Road, where poplar trees were dropped into the northbound lane. The county crew is aware, and we are monitoring the activity. Dams that could result in culvert blockage will continue to be removed as temps drop at night, and trapping will take place if the county deems it necessary.

Parks

- Two additional memorial benches were installed in Russell Park, and supplementary topsoil was spread around the new and existing benches, as well as the Gateway sculpture.
- Ray and I met with the Library Director, and together we have a great plan in place for ice rink maintenance at the Rec Center this winter season, temperature dependent of course. On 12/14, 30 yards of coarse sand was hauled to the rink and leveled out with the Town's skid steer. If a rink can be built, the main Rec room ONLY will be available and heated for skaters. On that note, the Rec Center public bathrooms are still open as this report is being written, which must be a record.
- I successfully won a bid through Wisconsin Surplus online auction for a mid-sized used playground put up by the City of Chippewa Falls. The final price was \$2,446.89, which was taken from the Joni's Beach designated fund. What began as a joke resulted in the crew driving down to Irvine Park of Chippewa Falls on 12/12 and trailering back a disassembled playground. The crew spent 12/19 – 12/23 assembling the playground at Joni's, which replaces the plastic playground unit which we estimate to have been at least 35 years old. The old unit will be auctioned next summer. Extra thanks to Ray and Evan Jr. for an early cold morning disassembly. Thanks very much to donors of the past who wanted to see Joni's Beach improvements years ago. Playground edging, bench swing, and new fence to be installed next spring, or as weather allows.

Drive safe in 2024,
Respectfully submitted,
Ben Schram, Public Works Director

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JAN 2 2024

Initial: dg

(5) TB, T.A.H., Clerk, PWD, Public

Letters from MRFY

HAPPY NEW YEAR!!

Well, you've done it again.

Another year around the sun and, as we head into 2024, we are happy that you have chosen the Madeline Island Material Recovery Facility for your trash dumping and recycling needs. According to the GARBOLGY CALENDAR OF ZEN, 2024 has been designated the YEAR OF THE PRESORTER!! (voracious round of applause!) That's right. All good things will come to those who presort in the coming year -- including health, wealth, and a faster and more efficient journey through the MRF line.

Part of our new goal is to provide something we are calling MRF METRICS!! Metrics can be defined as a measure of quantitative assessment commonly used for assessing, comparing, and tracking performance or production. (THANK YOU, INVESTOPEDIA!) This new addition to your Magnificent MRF Monthly Minutes (say that three times fast) is included to give you more numbers to keep track of and remember for the end-of-the-year quiz.

For the month of December, we processed 2 bales of paper totaling 2,390 lbs., 1,020 lbs. of cardboard, and 516 lbs. of aluminum. We brought in \$3,016 at the MRF till including \$681 in charges. This was a \$525 increase over December of 2022 or roughly a 21% increase. In total for 2023, we brought in \$82,219 at the MRF register.

January is shaping up to be productive and exciting. We are in the process of demolishing autos and hauling them over in the coming weeks. Auto scrap prices are up, and we must take advantage of the unseasonably warm weather. I am in the process of trying to find a buyer for our magazines. We have 5 gaylords of magazines that need a home. Trusses for our new storage facility will be ordered in the coming weeks, as well as a thorough cleaning of the office and warehouse in preparation for the upcoming season.

As always, thank you for your support.

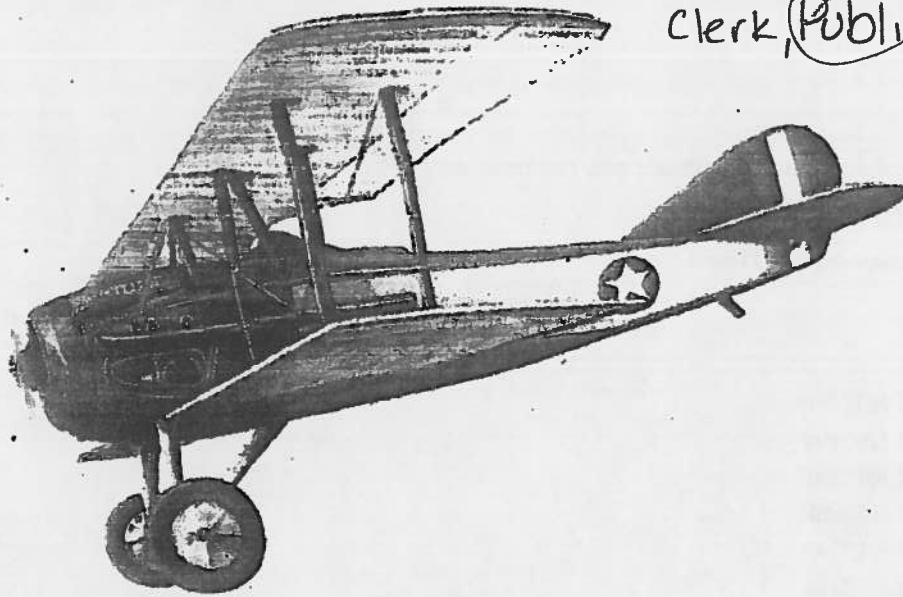
Be MR Ftastic.

Martin A. Curry
Recycling Supervisor

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JAN 4 2024

Initial: dg

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 01/02/24

Re: Monthly report for December 2023

During the month of December our airport was issue free !

Attached are logs / checklists

Thanks !

Paul cover + 3

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JAN 2 2024

Initial: dg

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
2/2			2	Pleasure	FEM	617 3273623
2-7			1	P	KGRB	
2-7			2	P	KOSH	
2-19			1	P	KGRB	
2-19			1	P	KGB	920 809 4024 @thetravator
2-28			2		KASX	@Dirkbagpilot
2-28			1	P	KDVT	

12/23 Sign in (1)

Run 2 total records 1 of 1

Available Reports	Reference...	NOTAM N...	N Designator	Facility...	Contact In...	Organization...	Start Date...	End Date...	Comments
Civil Airport Coordination Report	70532011	12242	L-495	Paul	airport@...		12/01/2023	12/31/2023	
Civil Airport NOTAM Report	70748008	12567	L-495	Paul	airport@...		12/01/2023	01/01/2024	

Filter Name	Filter Value
Location	495
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	12/01/2023
Date Range (End)	12/31/2023

12/23 NOTAM

Zoning Report 12/31/2023
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

ZONING REPORT 12/31/2023

Building/Land Use Permits	2021		2022	
	Value	Number	Value	Number
County	\$7,550.00	34	\$10,185.00	36
Town	<u>\$15,695.50</u>	<u>76</u>	<u>\$23,529.00</u>	<u>78</u>
Total	\$23,245.50	110	\$33,714.00	114

Town Revenue (year to date)		Town Revenue (2022)	
Permits	\$14,445.50	Permits	\$20,529.00
Variance	0	Variance	\$750.00
CSM	\$500.00	CSM	\$750.00
Special exception	\$750.00	CUP	<u>\$1,500.00</u>
CUP	<u>0</u>	Total	\$23,529.00
Total	\$15,695.50		

Short-Term Rental Permits	2023 (year to date)		2022 (year to date)	
	Permits	Revenue	Permits	Revenue
Rentals by owner	77	\$13,825.00	71	\$12,900.00
Madeline Island Vacations	50	\$8,750.00	49	\$7,200.00
The Inn on Madeline Island	<u>29</u>	<u>\$5,075.00</u>	<u>29</u>	<u>\$4,650.00</u>
Total rental properties	156	\$27,650.00	149	\$24,750.00

All Short-Term Rentals are paid and processed.

I received one new application for short-term rental in December. A permit was issued.

Zoning Report 12/31/2023

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
11/28/2023			2023-74	Evan Erickson	286	Voyager	00198-0201	Accessory Building	\$283.00	
12/6/2023	5887		2023-75	Karen&Brad Nicholas	428	Middle Rd.	00191-0107	Dwelling	\$375.00	
12/19/2023		9241	2023-76	Bill Stoddard	3469	Big Bay Rd.	00023-0300	Permit Extension	\$60.00	\$150.00

I continue working with the Ashland County GIS department going over fire numbers. We hope to be completed by the first of the year. I drove the island looking for driveways that had multiple Fire Number signs and determined which ones needed more than one of each sign. I have to go over a few more things with Ashland GIS, after that we should be able to order the signs.

I continue working with members of TPC on rewriting the Zoning Ordinance. We hope to have section 3 and section 4 ready for TPC by the February meeting.

Ed Schaffer

Submitted 12/31/2023

**Internal Accounting Coordinator Report
December 2023**

1/4/2024

1. **Ehlers:**

- a. Angie finished up the Workhorse reconciling and made necessary adjustments. She will show me how to do this in the future so that it can be done internally in 2024.
- b. Angie, Michael Kuchta and I have a meeting scheduled for January 8th, to discuss various topics.
- c. I have asked Angie to help me with the 1099s and W-2s that will need to be done in January.
- d. We continue to have weekly phone calls to discuss topics of concern or questions that arise.

2. **Miscellaneous:**

- a. The final payment has been made on the Northern State Bank loan. That leaves four loans the town has; however, one is set for final payment in 2024.
- b. Audit: The auditors from Baker Tilly have been in contact with Michael Kuchta and I. They have made an online terminal where I can upload requested documents. There is a virtual audit date set for January 11th. In the meantime, there are lots of documents to gather and upload.
- c. I attended a quarterly department heads meeting where I took time to show the DHs how to use Workhorse and how it might be beneficial to them keeping an eye on their budgets.
- d. Dorgene helped me with fuel tracking reimbursement request for off-road fuel usage. The total refund request came to be \$1,044.11.
- e. Workers Comp insurance was paid. It took a lot of time for me to go through and figure out how each department is allocated to a certain portion of the insurance, for accounting purposes. Overall, it was successful, although time-consuming.

Respectfully submitted,

Lauren Burtank

Internal Accounting Coordinator

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JAN 4 2024

Initial: dg



(5) TB, TA, A, Clerk, Police 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: 1/3/2024
Re: Monthly Police Report for January

During the month of December 2023, the La Pointe Police issued the following:

- 0 Parking Citations
- 0 Traffic Citations
- 0 Ordinance Citations
- 0 Arrests transported off island.
- 0 Arrests released to responsible parties.

Welcome to 2024, in this month's report, I want to break down the calls that have come for the island in the month of December, whether it be to our department or the county. Our calls for service are very low, even for a normal year, and what contributes to that is the calls we are not getting as the County has received them, whether they respond is another story.

First for our calls that stand out. There was a burglary that occurred on a night there was no island officer on duty, however it was discovered and reported to the on-duty island officer. This case is still being investigated, if anyone has any information, please contact the La Pointe Police Department.

There were two calls that were held over for island officer to return, one involved a firearm theft that should not have been held over at all. Our officer who got the call was able to retrieve the firearm over in Washburn, there are details in this call I can not disclose, but this is a call that should have been handled immediately by the County, we are lucky with the outcome we had. The Washburn Police Department aided us in retrieving the firearm. The other call was a person who called in that they thought they left their oven on.

Another call the county passed over this month was a welfare check and had the ambulance check on it. This welfare check had a good outcome, but I wonder what would have happened if the ambulance walked into a crime scene as all unwitnessed deaths are considered crime scenes until they are not.

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JAN 3 2024

trial: dg

The county took in 8 calls including one disturbance that they initially started to come over but held in Bayfield as the incident was not what they thought it was as it turned into a theft call where they met the complainant in Bayfield. Calls ranged from burglar alarms, an alarm at the museum and service calls. Not once did a deputy step foot on Madeline Island.

Karl Williams Graduated from the police academy in on December 19th, he was the top of the class academically. You may have already seen him training in with Sgt Rossberger and Myself.

I will be headed to the Chiefs Association Legislative Days on January 17th and 18th. I will have the opportunity to meet with legislators from across the state. I have gotten with Michael to have a handout for me to give legislators regarding our situation with the County and the island law enforcement issues where it comes to funding. The Chief's association has made it possible to meet with the legislators, I feel that this is a great opportunity to gain help in Madison while I have the opportunity.

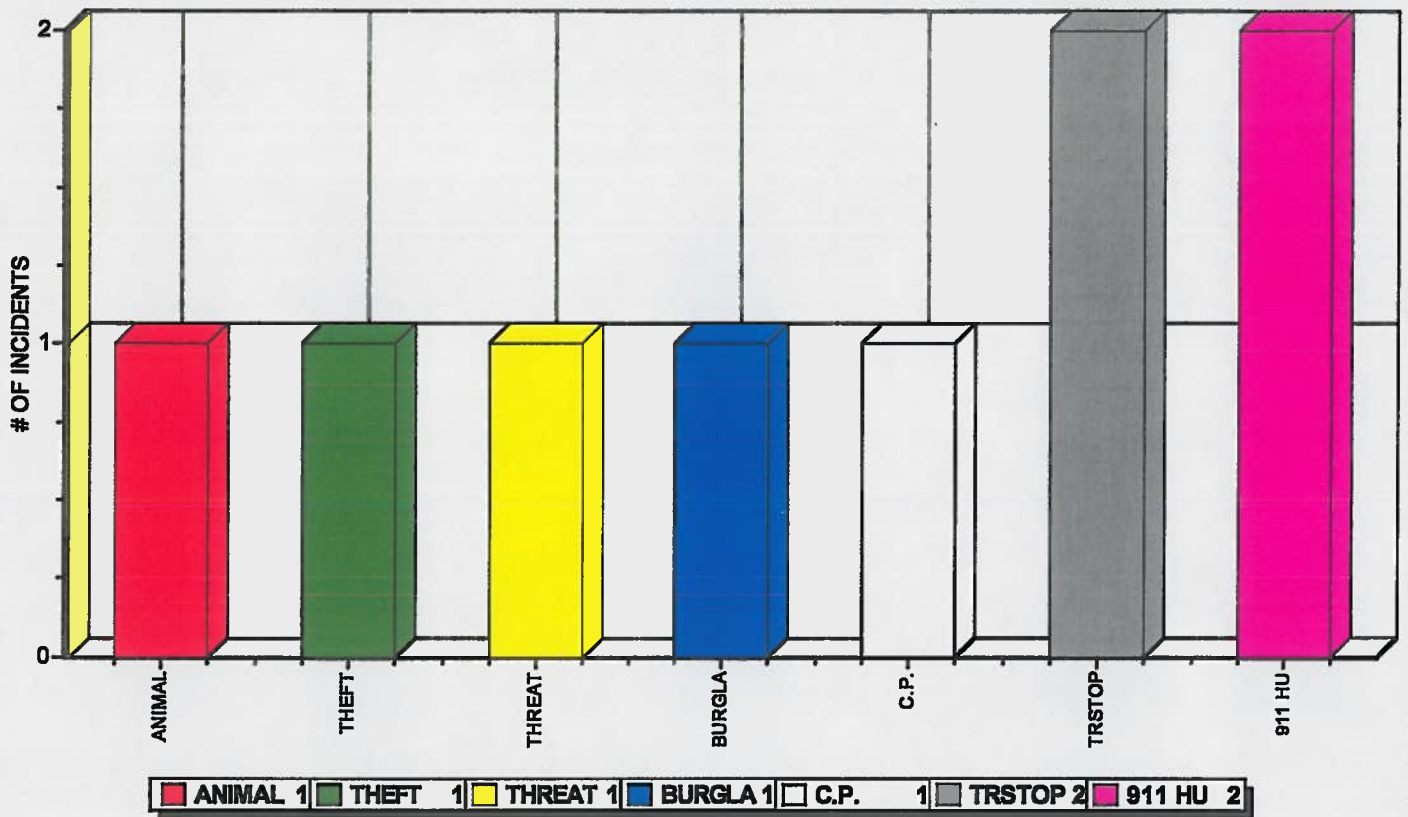
In February, I will be heading to training with the Wisconsin Police Leadership Foundation, which is the annual training I attend.

Speaking of training, the rest of the department that needs training will be heading to training between now and June 30th.

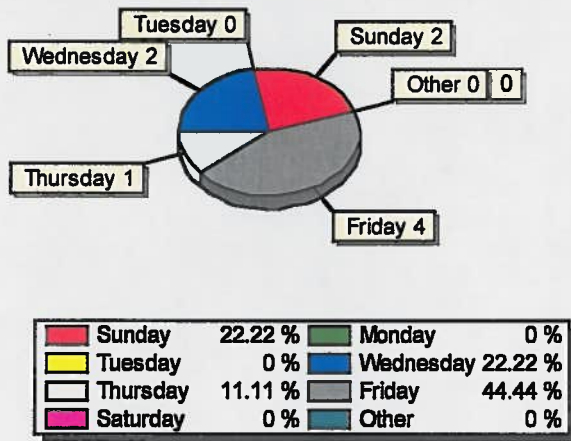
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

**Police Chief
William Defoe**

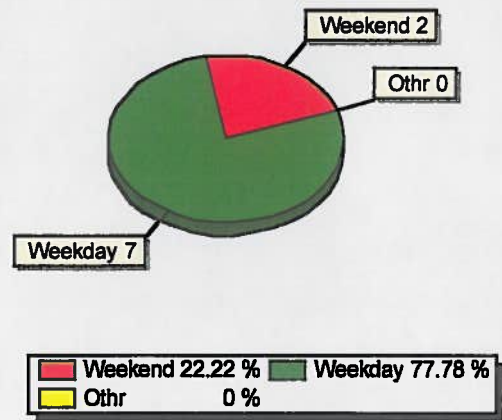
Incident Frequency by TYPE (Top 7 of 7 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-23-00001')
 (LOGNUM <= 'A4-23-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('12/1/2023','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('12/31/2023','MM/DD/YYYY'))

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

AIRCRAFT HANGAR LEASE

MAJOR GILBERT FIELD AIRPORT
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 Langer Gokey, L&F Land Management, 1209 15th Ave. SW, Minot, ND 58701; 701-240-6150, langergokey@gmail.com, 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 the Madeline Island Airport and 4R5, and said Lessor is desirous of leasing to the Lessee a certain parcel of land, hereinafter more fully described and located on said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to for the purpose of aircraft storage: and

WHEREAS, Lessee will utilize the airport facilities of the Town for Lessee's plane and will occupy an Aircraft Hangar, and desires to lease said property and rights 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 described on the annexed Exhibit A as Hangar Lot 1A, which is incorporated herein by reference, which Lessee leases for the term of this Lease.

1. **TERM.** The term of this lease shall be for a period of ten (10) years, commencing on January 1, 2024, and ending on December 31, 2033. Lessee can request an extension of the current lease of up to 120 days from the expiration of this lease if the request is made prior to expiration date.
2. **RATE.** The Lessee agrees to pay the rental charge per square foot of 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. In addition, the Lessor shall pay the annual personal property taxes pertaining thereto as they become due and payable.

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JAN 4 2024

Initial: dg

3. USE OF LEASED PREMISES.

- A. The Lessor will provide the hangar site; the site is leased "as is." Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- B. The Lessee shall have the right to erect an aircraft hangar upon said premises providing said hangar conforms to the Building Code Requirements of the Wisconsin Department of Safety and Professional Services and pertinent provisions or any local ordinance in effect.
1. During hangar construction, the hangar site will be maintained by Lessee for proper drainage of the site, taxiway and adjacent sites and hangars.
 2. Location of buried utilities is the responsibility of the Lessee.
 3. All installation and maintenance of utilities and approach apron going off the taxiway into the hangar is the responsibility of the Lessee.
 4. All metered service charges are the responsibility of the Lessee.
 5. All plans for such building/structures or modifications to building/structures shall be reviewed and approved by the Lessor prior to construction. Lessee will be responsible for obtaining all required land use and building permits from both the La Pointe Zoning Administrator and the Town's Commercial Building Inspector.
 6. Lessee shall own the building during the term of the lease and pay all applicable personal property taxes related to the building and not the land.
 7. Lessee shall maintain sufficient space in the hangar to store aircraft. Hangar use is primarily for aircraft storage.
 8. 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, the Town Public Works Director and, if required, by the Ashland County Zoning department.
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. 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. 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 or 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.
(Effective 7/3/2020)

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. Lessee shall, at Lessee's expense, insure the premises against fire, wind, hail and liability. 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 a permit or lease will create any liability for the Town of La Pointe to either the Lessor or the Lessee 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 cleared. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

- C. The Lessee will maintain the structure occupied by him/her and the surrounding land premises 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. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall promptly either repair or replace the building or remove the damaged building and restore the area leased by the Lessee. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- 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. If the aforesaid development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.

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 the Aircraft Hanger Building and any equipment and attachments hereto, from Lessor's property at the Airport. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building and restoration of the property 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 property upon which Lessee's Aircraft Hangar Building is situated.

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

Legal Description of Lease Property:

A parcel of land located in the SE ¼ of the SE ¼ of Section 20, T. 50 N., R. 3 W., in the Town of La Pointe, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at a 1-1/4" iron pipe at the SE corner of said Section 20 and run N 89°33'19" W, 626.48 feet on the south line of said Section 20. Thence leaving said south line, N 00°26'42" E, 58.66 feet to the SE corner of Lot 1 of Ashland County Certified Survey Map No. 684, recorded in Volume 4 of CSM on Page 276. Thence on the southeasterly line of said Lot 1, N 42°30'00" E, 221.06 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

Leaving said southeasterly line, N 46°41'17" W, 88.00 feet.

Thence N 42°30'00" E, 90.00 feet.

Thence S 46°41'17" E, 88.00 feet to the southeasterly line of said Lot 1.

Thence on said southeasterly line, S 42°30'00" W, 90.00 feet to the Point of Beginning.

Said parcel contains 7,919 square feet.

DRAFT

December 2023 Traffic count and revenue log / checklist
Drop box receipts \$ 0.00

The following filed flight plans :

12/02 N524PU

12/07 N50194

12/09 N192AF

12/13 N659BP

12/14 N192AF

12/28 N23246

For additional traffic see sign in sheet(s)

(5)TB, TA, A Clerk, Public

TOWN OF LA POINTE, WISCONSIN (Ashland County)
Resolution 2024-0109

WHEREAS, the United State Environmental Protection Agency released a Notice of Funding Opportunity on November 21, 2023, titled "Environmental and Climate Justice Community Change Grants Program";

WHEREAS, the grant will provide \$10 million-\$20 million grants to economically disadvantaged regions for climate and pollution mitigation projects such as solar power, microgrids, electric vehicles, and electric vehicle charging stations;

WHEREAS, the grant is limited to local governments, tribes, and not-for-profit corporations with a 501(C)(3) designation;

WHEREAS, Ashland County will be the main applicant for this grant;

WHEREAS, Ashland County would like to include all of cities, towns, and villages in Ashland County as sub-grantees;

WHEREAS, Ashland County will be submitting the grant request on or about February 1, 2024;

WHEREAS, to be included in the grant request, the Town of La Pointe must provide the county with 1 years' worth of utility bills and identify locations and type of project requested,

NOW THEREFORE BE IT RESOLVED, the La Pointe Town Board requests Ashland County include the Town of La Pointe in its grant applications;

BE IT FURTHER RESOLVED, La Pointe will provide Ashland County with any needed information within the required time limits as the grant is being written;

BE IT FINALLY RESOLVED, the Town Board will designate Town Administrator Michael Kuchta as point of contact for La Pointe.

This Resolution was adopted by the Town of La Pointe on the 9th day of January 2024.

Glenn Carlson, Town Board Chair

ATTEST:

Alex Smith, Town Clerk

RECEIVED
JAN 4 2024

Initial: dg

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY December 21st, 2023
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

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

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 Q/A & 12/12/23:**
 - a. Z. Montagne wants to clarify Paul Brummer's public comment on the 11/30 minutes, change is needed to say later in the day, not a later day. Motion by M. Anderson to approve the 11/30 Q/A minutes with correction, seconded by M. Collins, all in favor, Motion Carried.
 - b. Motion by M. Childers to approve the minutes from 12/12 as presented, seconded by P. Ross, all in favor, 3 abstentions (E. Erickson, Z. Montagne, and M. Anderson), no discussion, Motion Carried.
5. **Committees – Updates:**
 - a. **President:** M. Childers and C. Neubauer had a meeting Tuesday, 12/19, with Ehlers, Bremer Bank and Madeline Island Ferry Line (MIFL).
 - b. **Communications:** M. Collins will meet with the working group to discuss a potential RAISE grant application for 2024.
 - c. **Operating Agreement:** None.
 - d. **Purchase Agreement:** None.
 - e. **Other:** None.

Pete Ross left the meeting at 9:22am.

6. **Review Ehlers Narrative:** Nothing specific.
7. **Future Needs and Operations:** C. Neubauer will open a bank account for the Harbor Commission. A job description is needed for a harbor master.
8. **Offers of Assistance:** None.

9. **Approval of Bills: Two bills to approve, one from Ehlers for their financial modeling for \$6,956.25 and Mission Hill Coffee House for \$31.50. Motion by M. Anderson to approve to pay both bills, seconded by M. Collins, no discussion, all in favor, 6 ayes, Motion Carried.**
10. **Future Agenda Items: Authorization to sign three documents: vessel purchase agreement, management contract and real estate/asset purchase agreement.**
11. **Meeting Dates: Wednesday, December 27th, 2023, immediately following special town board meeting.**
12. **Adjourn: Motion to adjourn meeting by E. Erickson, seconded by Z. Montagne, all in favor, meeting adjourned at 9:45am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 4, 2024, L. Burtaux.**

TOWN OF LA POINTE
Board of Harbor Commissioners
WEDNESDAY December 27th, 2023
Immediately following the Special Town Board Meeting
at Town Hall and via Zoom
Approved Minutes

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

Staff Present: Lauren Burtaux, Harbor Commission Secretary, Michael Kuchta, Town Administrator, Glenn Carlson, Town Chair, Sam Dobson, Town Supervisor, Aimee Baxter, Town Supervisor

Public Present: Gary Russell, Robin Russell Trinko, Cal Linehan, Jim Peters

1. **Call to Order:** Meeting called to order at 5:40pm by M. Childers.
2. **Roll Call:** Members, staff, and public present as listed above.
3. **Public Comment:** M. Kuchta expressed his concerns regarding details of the agreements and the insurance clause. G. Carlson thanks the commissioners for the efforts they have made.
4. **Discussion and Approve Signature of Agreements:** Motion by M. Anderson to authorize the president of the Harbor Commission to sign all three agreements, no discussion, roll call vote, 7 ayes, Motion Carries.
5. **Updates:** None.
6. **Approval of Bills:** Motion by M. Anderson to approve a bill from Amundsen Davis for the November lawyer fees in the amount of \$1,593.00, seconded by E. Erickson, confirming payment of previous bill, all in favor, Motion Carries.
7. **Meeting Dates:** Thursday, January 4th, at 9am at Town Hall.
8. **Adjourn:** Motion to adjourn meeting by M. Collins, seconded by E. Erickson, all in favor, meeting adjourned at 5:46pm.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 4, 2024, L. Burtaux.

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

TOWN OF LA POINTE, WISCONSIN (Ashland County)
Resolution 2024-0109

WHEREAS, the United State Environmental Protection Agency released a Notice of Funding Opportunity on November 21, 2023, titled "Environmental and Climate Justice Community Change Grants Program";

WHEREAS, the grant will provide \$10 million-\$20 million grants to economically disadvantaged regions for climate and pollution mitigation projects such as solar power, microgrids, electric vehicles, and electric vehicle charging stations;

WHEREAS, the grant is limited to local governments, tribes, and not-for-profit corporations with a 501(C)(3) designation;

WHEREAS, Ashland County will be the main applicant for this grant;

WHEREAS, Ashland County would like to include all of cities, towns, and villages in Ashland County as sub-grantees;

WHEREAS, Ashland County will be submitting the grant request on or about February 1, 2024;

WHEREAS, to be included in the grant request, the Town of La Pointe must provide the county with 1 years' worth of utility bills and identify locations and type of project requested,

NOW THEREFORE BE IT RESOLVED, the La Pointe Town Board requests Ashland County include the Town of La Pointe in its grant applications;

BE IT FURTHER RESOLVED, La Pointe will provide Ashland County with any needed information within the required time limits as the grant is being written;

BE IT FINALLY RESOLVED, the Town Board will designate Town Administrator Michael Kuchta as point of contact for La Pointe.

This Resolution was adopted by the Town of La Pointe on the 9th day of January 2024.

Glenn Carlson, Town Board Chair

ATTEST:

Alex Smith, Town Clerk

RECEIVED

JAN 4 2024

Initial: dg

TOWN OF LA POINTE
Board of Harbor Commissioners
Question and Answer Session
THURSDAY November 30th, 2023
4:45 p.m. at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross

Staff Present: Lauren Burtaux, Harbor Commission Secretary

Public Present: 22 Townspeople (in person) and about 28 people via Zoom.

1. Call to Order: Meeting called to order by M. Childers at 4:45pm.
2. Roll Call: All members present as listed above.
3. Public Comment: Paul Brummer asked the Harbor Commission meeting times be changed to a later *in the* day to accommodate to those with day jobs and questioned the Madeline Island Ferry Line's Chamber membership moving forward.
4. Question and Answer Session:
 - a. Glenn presented an overview of how the Harbor Commission was established. M. Childers continued by informing the public about the process of the work completed since the first meeting of the Harbor Commission, Thursday October 13th, 2023. C. Neubauer went over the financial details of the transaction. There are documents to support the details of the transaction that were presented to the public.
 - b. Mary Ross: Have the five million subordinate debts been raised yet?
 - i. No, the bond attorney is finalizing the details of the note anticipation notes.
 - c. Penny Gill: How did you predict the revenue that will be used to pay off the bonds?
 - i. In short, the profit & loss (P & Ls) from the ferry line, along with cash flow analysis. There may be a need for a working line of credit.
 - d. Nick Widmar: Will you have left over money after paying the debt off, to keep up with the maintenance, or other payments, as needed?
 - i. The capital improvements and maintenance have been included in the financial modeling. State and federal funding that could help with these types of costs that are not included in the current financial modeling.
 - e. Katie Sanders: Will 100% of the revenue go toward bond pay off? How is the revenue used in light of operating agreement?
 - i. Similar to the question/answer above. Yes, the management fee is included in the cash flow and income projections.

- f. Alex Nelson: What is the town borrowing for the project?
 - i. 17 million (rounded).
- g. Penny Gill: Is this a conservative package?
 - i. Comparatively, yes.
- h. Rob Karwath: If things go better than projected is it possible to pay off bonds and debt early?
 - i. Yes, we would look to retire debt as soon as possible.
- i. Viv Ross: I know that the shipping operation is a revenue source. Do you think that as a public organization that is beholden to its citizens, we would lose bargaining power with UPS, etc. I know that negotiations with them have been issues in the past.
 - i. This question is not entirely possible to answer as there have yet to be conversations about the details of these contracts.

Childers discusses the process of the purchase including asking the town electors to vote on approving the purchase of the real estate within the town of La Pointe. Then the Harbor Commission will request the town board to authorize the Commission to sign the three agreements: vessel purchase, real estate/equipment/supplies agreement, and the operating agreement. The goal is to have all the agreements signed by the end of 2023.

- j. Leon: What is the interest rate on the sub-debt?
 - i. We do not know yet. It will be the same as the general obligation bonds.
- k. Katie Sanders: Is the business operation included? To clarify - So the Ferry Line 2.0 owns the business, and the town owns property?
 - i. The ferry line office is not part of the transaction. However, the management agreement will allow the Harbor Commission to learn the business overtime.
- l. Debbie Knopf: Have you had conversation with the Bayfield School District to become a partner or will that be MIFL 2.0?
 - i. The Harbor Commission will be involved, yes.
- m. Unknown Person Online: Will island property owners receive a discount card with their tax bill?
 - i. No.
- n. Unknown Person: What is the plan for purchasing the Trek and Trail and Dockside real estate?
 - i. These buildings have use for operations, such as the Trek and Trail providing a parking lot. The Dockside building, if owned by someone else, could have a dock built there that could impede ferry service.
 - ii. Where will the office be for future operations, once the operating agreement is complete with MIFL 2.0?
 - 1. Unsure at this time.
- o. Charlie Brummer: What about the property on Old Sand?
 - i. Yes, it is included in this purchase, labeled "Bayfield Shop" on the real estate valuations.

- p. Rob Karwath: Going back to pricing and equity for everyone using the new ferry line, does that mean free passage for current MIFL owners will end with the sale?
 - i. The current owners will not have that benefit. The employees of MIFL will continue to receive their benefits.
- q. Sue Brenna: Will we still have access to the emergency weather docks on the other side of the town dock in Bayfield?
 - i. Yes, those are the underwater parcels included in the real estate purchase.

Childers encourages folks to email any questions that may arise after this meeting. Send via email to the Harbor Commission.

- r. Alex Nelson: What will the mechanism be to change something when the purchase has been made?
 - i. The Harbor Commission first. The town board appoints the members of the Harbor Commission.
 - s. Paul Brummer: If the Harbor Commission is appointed, can the commissioners be elected instead of appointed?
 - i. State statute specifies how this happens.
 - t. Mary Ross: The ferry line has invested heavily in dock improvements, who will take over those payments to the town?
 - i. The Harbor Commission will make the payments. There are three years left. Any access money the commission makes in revenue goes to the town, by law.
 - u. Bill Green states how appreciative he is of the Harbor Commission and the extensive background work it has done. Thank you.
 - v. Penny Gill: What year was the statute written?
 - i. Unsure. Most harbor commissions are created to manage a harbor/marina, not purchase a ferry line, so a lot of the statutes do not apply.
 - w. Vern Blyckert: Since this is so unique, did you have other models to look at when putting this together, such as other villages that also have a ferry as a lifeline?
 - i. Yes, but the focus was on this operation specifically. The other ferry lines are significantly different than this operation. We did look at hiring expertise that would be familiar with maritime laws and operations.
5. Adjourn: Motion by E. Erickson to adjourn, seconded by M. Collins, all in favor, meeting adjourned at 5:39pm.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as corrected, corrections in italics, on December 21st, 2023, L. Burtaux.

TOWN OF LA POINTE
Board of Harbor Commissioners
TUESDAY December 12th, 2023
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

Commissioners Present: Michael Collins, Michael Childers, Carol Neubauer, Pete Ross
Commissioners Absent: Evan Erickson Jr., Zach Montagne, Mike Anderson
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 (Q/A) & 12/7/23: L. Burtaux apologizes as the 11/30 Q/A session minutes are not complete and therefore, not ready for approval. Motion by M. Collins to approve the 12/7 minutes as presented, seconded by P. Ross, all in favor, no discussion, Motion Carried.
5. Committees – Updates:
 - a. President: None.
 - b. Communications: None.
 - c. Operating Agreement: None.
 - d. Purchase Agreement: C. Neubauer is working on completing the narrative from Ehlers for Bremer Bank.
 - e. Other: Town Board meeting tonight: M. Childers will ask the town board if they would like to meet with Ehlers after seeing the financial modeling narrative. Harbor Commission agenda needed for Wednesday, December 27th, to authorize the Harbor Commission president to sign the three contracts to close the sale.
6. Future Needs and Operations: RAISE grant application is being considered for 2024. M. Collins proposes a working group for grant ideas and writing. Consensus to include Rob Karwath, who reached out to the commission, Z. Montagne, Commissioner, and Michael Kuchta, Town Administrator.
7. Offers of Assistance: None.
8. Approval of Bills: None.
9. Future Agenda Items: Review narrative from Ehlers.
10. Meeting Dates: Thursday, December 21st, at 9am and Wednesday, December 27th, directly after the Special Town Board Meeting.

11. **Adjourn: Motion to adjourn meeting by M. Collins, seconded by P. Ross, all in favor, meeting adjourned at 9:32am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on December 21st, 2023, L. Burtaux.**

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY December 21st, 2023
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

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

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 Q/A & 12/12/23:
 - a. Z. Montagne wants to clarify Paul Brummer's public comment on the 11/30 minutes, change is needed to say later in the day, not a later day. Motion by M. Anderson to approve the 11/30 Q/A minutes with correction, seconded by M. Collins, all in favor, Motion Carried.
 - b. Motion by M. Childers to approve the minutes from 12/12 as presented, seconded by P. Ross, all in favor, 3 abstentions (E. Erickson, Z. Montagne, and M. Anderson), no discussion, Motion Carried.
5. Committees – Updates:
 - a. President: M. Childers and C. Neubauer had a meeting Tuesday, 12/19, with Ehlers, Bremer Bank and Madeline Island Ferry Line (MIFL).
 - b. Communications: M. Collins will meet with the working group to discuss a potential RAISE grant application for 2024.
 - c. Operating Agreement: None.
 - d. Purchase Agreement: None.
 - e. Other: None.

Pete Ross left the meeting at 9:22am.

6. Review Ehlers Narrative: Nothing specific.
7. Future Needs and Operations: C. Neubauer will open a bank account for the Harbor Commission. A job description is needed for a harbor master.
8. Offers of Assistance: None.

9. **Approval of Bills: Two bills to approve, one from Ehlers for their financial modeling for \$6,956.25 and Mission Hill Coffee House for \$31.50. Motion by M. Anderson to approve to pay both bills, seconded by M. Collins, no discussion, all in favor, 6 ayes, Motion Carried.**
10. **Future Agenda Items: Authorization to sign three documents: vessel purchase agreement, management contract and real estate/asset purchase agreement.**
11. **Meeting Dates: Wednesday, December 27th, 2023, immediately following special town board meeting.**
12. **Adjourn: Motion to adjourn meeting by E. Erickson, seconded by Z. Montagne, all in favor, meeting adjourned at 9:45am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 4, 2024, L. Burtaux.**

TOWN OF LA POINTE
Board of Harbor Commissioners
WEDNESDAY December 27th, 2023
Immediately following the Special Town Board Meeting
at Town Hall and via Zoom
Approved Minutes

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

Staff Present: Lauren Burtaux, Harbor Commission Secretary, Michael Kuchta, Town Administrator, Glenn Carlson, Town Chair, Sam Dobson, Town Supervisor, Aimee Baxter, Town Supervisor

Public Present: Gary Russell, Robin Russell Trinko, Cal Linehan, Jim Peters

1. Call to Order: Meeting called to order at 5:40pm by M. Childers.
2. Roll Call: Members, staff, and public present as listed above.
3. Public Comment: M. Kuchta expressed his concerns regarding details of the agreements and the insurance clause. G. Carlson thanks the commissioners for the efforts they have made.
4. Discussion and Approve Signature of Agreements: Motion by M. Anderson to authorize the president of the Harbor Commission to sign all three agreements, no discussion, roll call vote, 7 ayes, Motion Carries.
5. Updates: None.
6. Approval of Bills: Motion by M. Anderson to approve a bill from Amundsen Davis for the November lawyer fees in the amount of \$1,593.00, seconded by E. Erickson, confirming payment of previous bill, all in favor, Motion Carries.
7. Meeting Dates: Thursday, January 4th, at 9am at Town Hall.
8. Adjourn: Motion to adjourn meeting by M. Collins, seconded by E. Erickson, all in favor, meeting adjourned at 5:46pm.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 4, 2024, L. Burtaux.

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Wednesday December 27th, 2023
Immediately following the Special Town Meeting at Town Hall**

Revised Draft Minutes

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

Staff Present: Town Administrator Michael Kuchta, Town Clerk Alex Smith, Internal Accounting Coordinator Lauren Burtaux (via zoom), Public Works Evan Erickson, Treasurer Carol Neubauer, Airport Director Paul Wilharm

Public Present: Michael Childers, Michael Collins, Kathleen Erickson, Michael Starck, Evan Erickson Sr, Mimi Smith, Robin Russell, Gary Russell, Jim Peters, Steve Lennick, Leann Schaub, Zach Montagne, Pete Ross (via zoom), Larry Sanders (via zoom) Cal Linehan (via zoom)

I. Call to Order: Meeting called to order by Glenn Carlson at 5:09pm.

Public Comment A: Mike Anderson thanked the public works crew involved in putting up the new playground at Joni's Beach.

II. Airport

- a. Lease renewal for industrial lot: Cedric Teisberg (#6)
Motion to renew the lease contract for industrial lot with Cedric Teisberg, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

III. Roads

- a. Hire CDL temp driver at \$20/hr starting January 1st, 2024
Motion to hire Evan Erickson as CDL temp driver for up to 60 hours, A. Baxter/S. Dobson, 5 Ayes,
Motion Carried.
- b. Hire three non-CDL temp drivers at \$18/hr starting January 1st, 2024
Motion to hire Gary Beeksma, Karen Thomas, and Paul Wilharm as non-CDL temp drivers not to exceed 240 hours total, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.
- c. Resolution #2023-1227: Amendment to Resolution #2023-0725A Private Roads
Motion to approve Resolution #2023-1227 in regards to Cherry Lane becoming a private road, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

IV. Parks

- a. Hire Camp Host #1 at \$18/hr starting January 1st, 2024
Motion to hire Rand Moore as Camp Host #1 not to exceed 1,000 hours, A. Baxter/S. Dobson, 5 Ayes,
Motion Carried.

V. Committees

- a. Planning and Zoning
a. Rental Ordinance

Glenn Carlson presented the provisions to the draft Rental Ordinance after speaking with a broad cross-section of interested parties. This is considered the first reading with the new provisions. The Town Board came to the consensus that the Town Administrator and Zoning Administrator can create ordinance language to appropriately reflect these provisions. No action taken at this time.

VI. Town Hall Administration

a. Contract renewal: YWS Technology

Motion to renew the contract with YWS Technology, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

b. Treasurer Interview Updates

There have been three new applicants since the last update. Two of the three have been interviewed, with the third interview being scheduled for the following day.

c. Budget Summary Report

Motion to accept the reports, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve the vouchers in the amount of \$16,502.87, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

VIII. Alternative Claims: Motion to approve the alternative claims for November in the amount of \$260,614.99, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

IX. Minutes

a. Regular Town Board Meeting: December 12, 2023

Motion to approve the minutes as submitted, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

X. Fire

a. Contract renewal: Big Water Fire Apparatus

Motion to renew the contract between Big Water Fire Apparatus, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

XI. Harbor Commission

a. Authorize the Harbor Commission to sign three agreements: vessel, real estate, and operation

b. Authorize the Harbor Commission to withdraw up to \$400,000 for working capital

Motion to authorize the Harbor Commission to sign three agreements and withdraw up to \$400,000 for working capital, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

No Public Comment

XII. Adjourn: Motion to adjourn, S. Brenna/M. Anderson, 5 Ayes, Motion Carried.
5:37pm.

Submitted by Town Clerk, Alex Smith.

TOWN OF LA POINTE

SPECIAL TOWN MEETING**Wednesday December 27th, 2023****5:00pm at Town Hall****Revised Draft Minutes**

Town Board Present: Chair Glenn Carlson, Supervisor Mike Anderson, Supervisor Aimee Baxter, Supervisor Sue Brenna (via zoom), Supervisor Samantha Dobson (via zoom)

Public Present: 18 Eligible Town Electors including the Town Board Members

***Note:** Town Electors must be present in person at the Town Hall to vote.

I. Call to Order: Meeting called to order by Glenn Carlson at 5:00pm.

II. Public Comment: Steve Lennick shared his gratitude and appreciation to all involved with the purchasing of the ferry.

III. Authorize the Town Board pursuant to WI Statute 60.12(2)(e) & (f) to purchase for Town public purposes real property and to take any and all action, in conjunction with the Harbor Commission, to acquire and operate the Madeline Island Ferry Line, including but not limited to purchasing, constructing, or leasing buildings or other assets, and/or entering into other agreements.

Motion by Mike Starck to authorize Resolution #2023-1227: Purchase of Land, giving the Town Board the authority to purchase and take any and all action, to acquire and operate the Madeline Island Ferry Line, seconded by Michael Collins. 16 Ayes, 2 Abstain (Gary and Robin Russell), Motion Carried.

IV. Adjourn: Motion to adjourn by Leann Schaub, seconded by Zach Montagne, All Ayes, Motion Carried. 5:08pm.

Submitted by Town Clerk, Alex Smith.