

(5) TB, TA, A Clerk, Public

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: Jan. 5-19, 2024

1. Accomplished/Completed

- **Comprehensive Plan maps.** Completed review and submitted corrections for the 13 maps prepared by Northwest Regional Planning Commission.
- **SAM.gov.** Received approval of Town's "entity validation" for federal funding.

2. Coming Up

- **WTA Unit Meeting.** Monday Jan. 22, 7 p.m., Pilsen Town Hall, Moquah.

3. Town Board Agenda – Information/Comments

- See separate memo

4. Follow Up on Previous/Ongoing Projects

- **Accounting.** Lauren Burtaux and I met separately with CPA Angela Truchon of Ehlers & Pierce, and auditor Vanessa Kane of Baker Tilly. We continue trying to understand and resolve issues with the Workhorse software on how transactions flow and show up in budget reports. We also provided Baker Tilly with the first round of forms for the 2023 audit.
- **Ambulance.** Lauren and I met with Brittany Mattison of Cvikota to continue working through billing glitches.
- **Bayfield School District.** The district continues to discuss potential capital projects to include in a bonding referendum. For La Pointe, the list includes a renovated kitchen, new classroom space, ADA renovations, a new gym, and/or a new building.
- **Fire numbers.** Zoning Administrator Ed Schaffer and I sent more than 930 addresses to Lange Enterprises, which is manufacture new signs to install across the island. Still to come: additional signs for multi-unit buildings, and new road signs for all public and private roads.
- **Madellne Island Museum.** The Wisconsin Historical Society hired former Bad River Tribal Chair Mike Wiggins Jr. as interim director of the museum; he succeeds Keldi Merton.
- **RV Sanitary Disposal site.** Ben Schram and I met Jan. 19 with Zach Montagne of the sanitary district, and David Lindsley and Bob Skalitzky of the DNR. We will move forward on drafting language on a new MOU to relocate the site, determine the best location to tie into the sanitary sewer system, determine upfront financing, and determine how to collect user fees.
- **Xcel Energy.** I met Jan. 11 with Xcel representatives Ken Disher, Zach Hughes and Aaron Orenstein to learn about plans to install a new power cable between Bayfield and La Pointe. The work possibly could take place this fall, though more likely in 2025. The plan is to bore an 8-inch pipe into the lakebed, rather than simply laying a cable on the ground. Xcel would bring the cable up near the current location at the Griggs Approach, then splice it into the island grid.

5. Grant Report

- No updates.

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6. Lawsuits/Legal Issues

- **Appeal of DOR Declaratory Ruling.** Initial briefs are due to the Wisconsin Tax Appeals Commission by Jan. 31. Bill Defoe and I prepared the flier in your packet as a way to update interested parties on Ashland County's level of patrol and response services. Finally, your packet includes a copy of a letter the Town Chair and I sent to various county officials.

7. Other Information

- **Chamber of Commerce MOUs.** Drafted language for agreements on fireworks and porta-potty payments; sent to chamber for review and eventual board action.
- **Managed Forest Law.** The Town received a check for \$87,306.60 in withdrawal tax on land taken out of the state's managed forest program.
- **Small bridge inventory.** Attended WTA webinar on towns' role in upcoming statewide program.

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

TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: Jan. 23, 2024

Re: Agenda

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- **Industrial Lot 5 lease.** Cedric Teisberg is seeking to lease one of the lots previously occupied by Scott Grabarek.
 - **Rental ordinance.** Language is revised to reflect Jan. 16 discussion. An updated version will be provided once it is approved by the Town attorney.
 - **Comprehensive Plan.** See separate memo.
 - **Affordable Housing Advisory Committee.** The committee recommended Jan. 9 that the Town Board designate 687 Middle Road as the preferred Town-owned parcel for development of affordable workforce housing. The 11-acre parcel already is partially cleared; it has some utilities and infrastructure. On paper, those facts make Middle Road more viable and less expensive than the Big Bay Road property. In addition, Middle Road has an existing house that could be rehabbed to provide immediate housing.
 - **Winter Transportation Agreement.** As the cover letter from Windsleds Transportation Inc. indicates, three changes of substance are proposed:
 - Adjusting the fuel surcharge (the surcharge has existed in previous agreements)
 - Adding standby fees
 - Establishing rates for use by the Ashland County Sheriff's DepartmentIn addition, the agreement adds the Harbor Commission as a partner in the winter transportation system, rather than Madeline Island Ferry Line.
 - **Ice Rescue MOU.** Renews the annual agreement for wind sled use and training by Town emergency personnel.
 - **Ordinance Chapter 40-10.** The proposed amendment updates three topics:
 - Increases the Town's room accommodations tax from 6.5% to 8%, as approved in the 2024 Town budget and Schedule of Fees.
 - Replaces outdated language on allocation of tax revenue and payment schedules; current language no longer complies with state statute.
 - On advice of the Town attorney, the proposal no longer names a specific organization to receive accommodation tax revenue. Instead, the proposal uses the term "tourism entity," which is the language in state statute.

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(5) TB, TA, A, Clerk, PWD (Pub)

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 #5.** The term of this lease shall be for a maximum period of ten (10) years, commencing on Jan. 15, 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

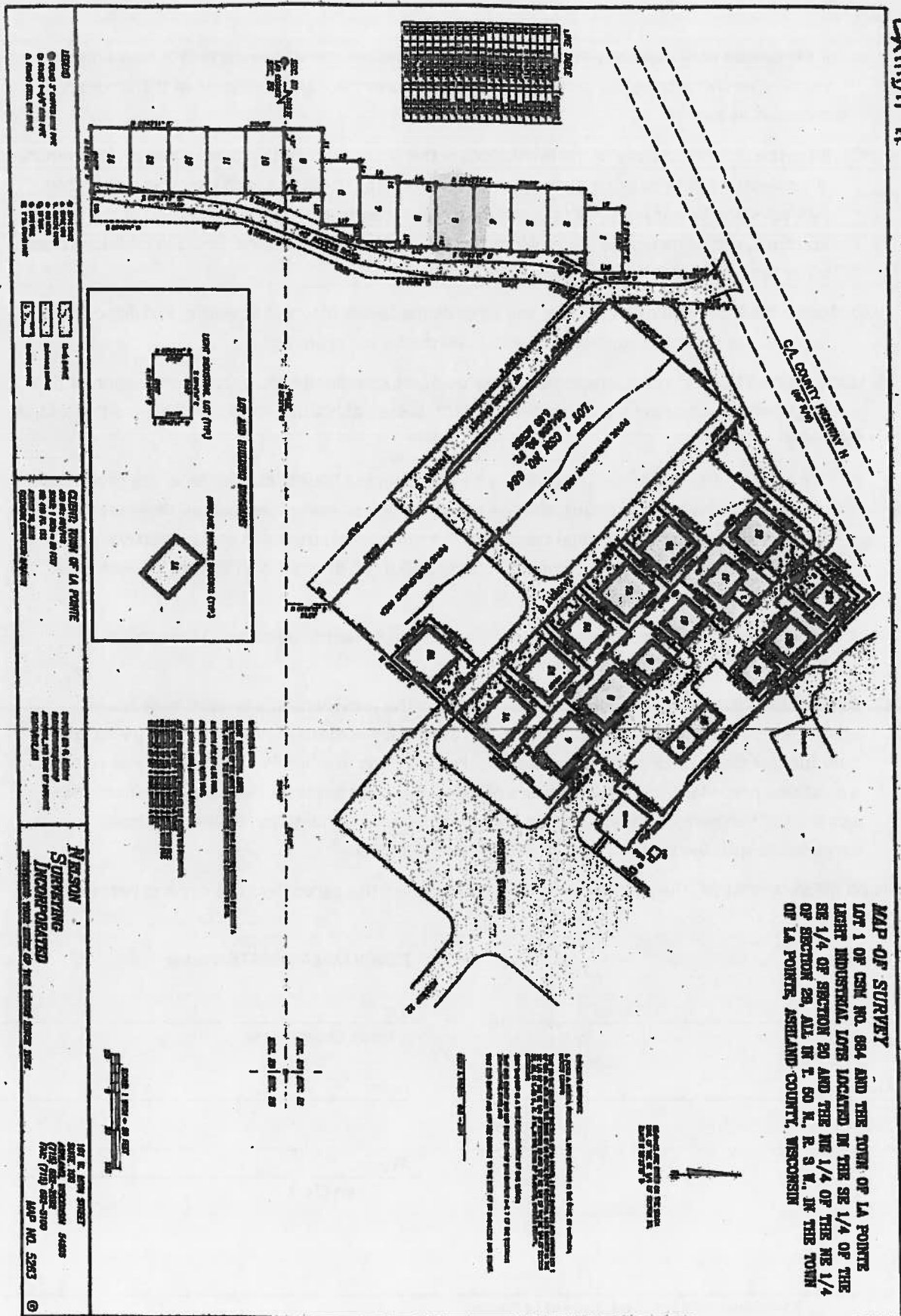
Date:

Date:

Attest:

Town Clerk

EXHIBIT A



MAP OF SURVEY
LOT 1 OF CSM NO. 684 AND THE TOWN OF LA POINTE
LIGHT INDUSTRIAL LOTS LOCATED IN THE SE 1/4 OF THE
SE 1/4 OF SECTION 20 AND THE NE 1/4 OF THE NE 1/4
OF SECTION 20, ALL IN T. 50 N., R. 3 W., IN THE TOWN
OF LA POINTE, ASHLAND COUNTY, WISCONSIN

LEGEND
 1. LOT NO. 1-10
 2. LOT NO. 11-20
 3. LOT NO. 21-30
 4. LOT NO. 31-40
 5. LOT NO. 41-50
 6. LOT NO. 51-60
 7. LOT NO. 61-70
 8. LOT NO. 71-80
 9. LOT NO. 81-90
 10. LOT NO. 91-100

LOT AND EASEMENT BOUNDARIES
 1. LOT BOUNDARY
 2. EASEMENT BOUNDARY
 3. EASEMENT BOUNDARY
 4. EASEMENT BOUNDARY
 5. EASEMENT BOUNDARY
 6. EASEMENT BOUNDARY
 7. EASEMENT BOUNDARY
 8. EASEMENT BOUNDARY
 9. EASEMENT BOUNDARY
 10. EASEMENT BOUNDARY

CLEARING TOWN OF LA POINTE
 1. CLEARING TOWN OF LA POINTE
 2. CLEARING TOWN OF LA POINTE
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 9. CLEARING TOWN OF LA POINTE
 10. CLEARING TOWN OF LA POINTE

STREETS AND ALLEYS
 1. STREET
 2. ALLEY
 3. STREET
 4. ALLEY
 5. STREET
 6. ALLEY
 7. STREET
 8. ALLEY
 9. STREET
 10. ALLEY

NEVISON SURVEYING INCORPORATED
 1000 W. MAIN STREET
 SUITE 100
 MILWAUKEE, WISCONSIN 53233
 TEL: (414) 525-5100
 FAX: (414) 525-5100
 MAP NO. 5263

1000 W. MAIN STREET
SUITE 100
MILWAUKEE, WISCONSIN 53233
TEL: (414) 525-5100
FAX: (414) 525-5100
MAP NO. 5263

TOWN BOARD MEETING MEMO

From: Michael Kuchta
Date: Jan. 23, 2024
Re: Comprehensive Plan

Comprehensive Plan. The current draft of the plan was completed by the Comprehensive Plan Steering Committee in September 2023. The draft was reviewed by the TPC and recommended for approval on Oct. 4, 2023. Because of the time that has gone by, the plan could use technical and data updates in areas such as:

- Property taxes, p. 17-18, 76, 89
- Harbor Commission and ferry line, including p. 44, 80
- Ice road, p. 58 (depending on timing of the approval of the plan)
- Accommodations tax payments, p. 60 (depending on timing of the approval of the plan)
- Population estimates, p. 71 (depending on timing of the approval of the plan)
- Real estate data, p. 75
- Private roads, p. 79, 81
- Campsite reservations, p. 84
- School attendance, p. 89
- Include references in the text that refer to relevant maps in the Appendix

Maps were drafted by the Northwest Regional Planning Commission; the TPC reviewed those maps on Jan. 3, 2024, and recommended approval, pending corrections. The current maps incorporate those requests and additional corrections discovered by staff. The maps will be placed in a different order from which they are currently numbered, in order to cluster similar topics. Maps that potentially involve policy decisions:

- Map 10: The steering committee's recommendations to update the future land uses identified in the original 2006 comprehensive plan map. Key changes:
 - Areas that the Wilderness Preserve acquired since 2006 are added to the Conservancy designation.
 - The 2006 map identified a "mixed use" district all along Middle Road from the lake to Russell Bay. The new map scales back this "mixed use" area so it runs from the lake only to Miller Farm Road. It also extends the "mixed use" designation roughly along Penny Lane to Mondamin, in order to concentrate mixed use in areas that are closer to the commercial district. Note: "Mixed use" is undefined in the current zoning ordinance.
- Map 12: Illustrates the off-road bicycle trail described on Page 51 of the plan. There are no other transportation improvements proposed.

A quick summary of other maps which, in many cases, visually display GIS data available to the county and regional planning commission:

- Map 1: The basic map of roads and parcels. The names of some very short roads are not included for space reasons (Cadotte, Old Village Lane, and some of the new roads in Raspberry Fields).
- Map 2: Road classifications and traffic counts.
- Map 3: Delineated wetlands.
- Map 4: Clay, sand, and other soil.
- Map 5: Forest and other land cover.
- Map 6: The island's ups and downs.
- Map 7: The planning commission's classification of existing land uses.

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- **Map 8: A visual depiction of areas that are wetlands, parks, conservancy, or otherwise limited in the development potential.**
- **Map 9: The map of current zoning, based on what the Town approved in 2012.**
- **Map 11: Public facilities.**
- **Map 13: Properties that currently hold short-term rental ordinances.**

The Steering Committee's desire is to include photographs, and add color to charts and other contents once the Town Board approves the text.

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 4th, 2024
9:00 am 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, staff, and public present as listed above.

Moved #7 to first topic due to Sean Lentz from Ehlers availability.

7. Bremer Bank Draft Proposal Review: Motion by M. Collins to go into closed session to discuss the Bremer Bank proposal, seconded by E. Erickson, roll call vote, 7 ayes, all in favor and in closed session at 9:01am.

*E. Erickson left the meeting at 9:46am.

Motion by P. Ross to come out of closed session, seconded by M. Anderson, all in favor and out of closed session at 10:09am.

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. If the Commission goes into closed session; it will reconvene in open session before adjourning.

3. Public Comment: None.
4. Minutes – 12/21/23 & 12/27/23: Motion by M. Anderson to approve both minutes as presented, seconded by M. Collins, all in favor, motion carried.
5. Committees – Updates
 - a. President: None.
 - b. Communications: None.
 - c. Other: None.
6. Discussion Draft Job Description for Harbor Master: Topic tabled until next meeting.
8. Offers of Assistance – Updates: None.
9. Approval of Bills: None.

10. **Future Agenda Items: Job description.**
11. **Meeting Dates: Thursday, January 11th, 2024, at 9am.**
12. **Adjourn: Motion by M. Collins to adjourn the meeting, seconded Z. Montagne, all in favor, Motion Carried. The meeting adjourned at 10:12am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 11th, 2024, L. Burtaux**

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 11th, 2024
9:00 am 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, Glenn Carlson, Town Board Chair

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:** E. Erickson stated that a person in the public inquired about booking a special ferry boat for an event that is outside of operating hours.
4. **Minutes – 1/4/2024:** Motion by M. Collins to approve minutes as presented, seconded by M. Anderson, no discussion, all in favor, Motion Carried.

Motion by M. Anderson to move #5.c. "Other" to end of meeting to follow state statute to go into closed session, seconded by E. Erickson, all in favor, motion carried.

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5. **Committees – Updates**
 - a. **President:** None.
 - b. **Communications:** M. Collins submitted a Gazette article and sent it off to officials as well.
 6. **Discussion Draft Job Description for Harbor Master:** Discussion to change title of the job to "Managing Director," conversation regarding pay rate/hours, and job description details.

Motion by P. Ross to approve job description as presented with few changes, set pay rate at \$40/hour, and to post job description for 10 days, seconded by M. Anderson, all in favor, Motion Carries.
 7. **Recommendation to Hire Interim Harbor Master/COO:** None.
 8. **Offers of Assistance:** None.
 9. **Approval of Bills:** None.
 10. **Future Agenda Items:** Cooperative agreement between Town and Harbor Commission for 2024, discussion of Dockside Lease, and Middle Rd Property.

11. Meeting Dates: Thursday, January 18th, 2024, at 9am.

5.c. Other: Motion by E. Erickson to go into closed session to discuss Bremer Banking/Financing, seconded by Z. Montagne, roll call vote, 7 ayes, Motion Carried and in closed session at 9:32am. Motion by E. Erickson to adjourn, seconded by M. Collins, all in favor, meeting adjourned in closed session at 10:10am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 18, 2024, L. Burtaux.

REGULAR LIBRARY BOARD MEETING
Thursday December 19, 2023
5:00 PM LIBRARY 2nd Floor/Zoom
Minutes

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

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

I. Public Comment

Katie said that she was asked by Tori Moore to consider widening the path for the sound garden to accommodate wheelchairs.

II. Minutes

A. Regular Library Board Meeting November 21, 2023

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

IV. Financials

A. Sign Directors Timesheet

Timesheets submitted for weeks ending 11/25/23 and 12/9/23.

Motion by Kerrey to approve signing director's timesheets, seconded by Marilyn, all ayes. Motion Carried.

B. Approve Bills

Advantage Systems Group	\$ 168.00
Elan Financial Services	1,372.52
Elan Financial Services	210.00
New York Times	48.00
Norvado	187.71
Stage North/Groundlings	200.00
Sterling Computer	569.47

Katie asked about the interest/late fees on the credit card bill, Lauren stated there was some confusion/delay on getting the vouchers signed last month.

Motion by Marilyn to approve paying bills as presented in the report, seconded by Mary, all ayes. Motion Carried.

V. Ongoing Projects

A. Friends of the Library

1. Report from Board Liaison Kerrey Andreas

Kerrey reported the group's plan is;

Dec – introduction in Library annual letter

Jan – prep for Jan. Library Board meeting; priority list (sound garden, books for school children, Native American author collection, etc.) Gazette article and first mailing.

They will also start to collect library history.

Lauren stated that she has purchased Little Green Light (donor management) software and has been working with Lauren B (Accounting) on getting previous donor information imported.

Lauren is also working on keeping the groups correspondence in line with the Library's overall design/aesthetic.

Katie asked that the Red Cliff Library be used as a resource/partner for the Native American author initiative.

B. Library Community Center RFP

Lauren is planning to meet with Glenn Carlson, Town Board Chair to ask for direction in this matter. The deadline for the grant that was received to research the idea is April, which we can ask for an extension.

C. Island Makerspace: create, innovate, elevate – no discussion

D. Strategic Plan

Lauren is waiting to hear back from Sarah Caruso to see if she is available to help facilitate.

VI. Directors Report

A. Review/Approve Duluth Superior Community Foundation Community Opportunity Grant Concept

Lauren presented an idea for programming for 10-17 yr. olds who are not currently served by the summer rec program. The program is called Adventure by Design and will include 2 – 9 weeks sessions (summer and winter) meeting twice a week with programming partners where the students decide what they want to experience. Lauren gave multiple project and programming partner ideas. She plans to ask for \$50,000 with approx. \$18k to staff and \$32k to supplies and programming.

Motion by Katie to approve Lauren to submit a grant application for the Duluth Superior Community Foundation Community Opportunity Grant, seconded by Marilyn, all ayes. Motion Carried.

Lauren noted that the Library was under budget \$18,000 in wages mostly due to the amount of vacation Seri took which were covered with lower wage employees.

VII. Personnel

A. Hire Marie Iannazzo for Winter Rec Director

Lauren suggests hiring Marie with a start date of 1/1/24 and end date of 5/31/24 @ \$20/hr. no more than 5 hrs. per week.

Motion by Mary to hire Marie as stated above, seconded by Kerrey, all ayes.
Motion Carried.

VIII. Future Agenda Items – 2024 Sound Garden, Summer Rec job postings, designated fund transfers, adult programming ideas.

Adjourn:

Motion by Marilyn to adjourn, seconded by Katie, all ayes. Motion Carried.
Meeting adjourned at 5:44 pm

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.
Minutes approved as presented 1/18/24. D. Goetsch, Clerical Assistant

**Town of La Pointe
Public Arts Committee
Wednesday December 13, 2023
4:00 pm at Town Hall/Zoom
Minutes**

Members present: Mary Atmore (Chair), Peg Bertel, Sally Brown, Maddie Rupp and Robin Trinko Russell
Members absent: Susan Sabre
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

Motion by Sally to approve the minutes as presented, seconded by Mary, all ayes.
Motion Carried.

B. November 8, 2023

Motion by Peg to approve the minutes as presented, seconded by Mary, all ayes.
Motion Carried.

4. Decision re renewal of Create Wisconsin membership

Mary noted that this committee has paid membership in previous years. The fee is \$75/year.

Motion by Peg to renew the Create Wisconsin membership, seconded by Robin, all ayes. Motion Carried.

5. Committee Projects – identify and prioritize

A. Porta potty beautification – 4 solicitations so far; procedure for selecting and recommending to the Town Board.

- Mary will confirm that there are 3 solicitations so far, some with multiple designs. Maddie will combine all submissions into 1 document for committee to review after the deadline date of 12/31/23.
- Discussion on next steps including items that need to be researched
 - type of paint and process to apply – Peg
 - a heated space for artists to work
 - how will materials be purchased

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

- Snowsnake festival will be held 2/24/24. Peg and Mary noted they will not be on the island that day.

- Maddie made a to do list for this project-
 - Medallion – Sally will create out of clay and ship to island.
 - Locations/Clues – Mattie, Mary & Peg will meet to choose a location and write clues after Jan. 1. Discussion on how and where to release clues.
 - Promotion - Sally suggested creating rules (no digging, etc) to be put on event poster/promotions.
- Michael will check with Madeline Island Trails to see if they could coordinate an event (lighted Capser Trail walk) for the same day.
- Discussion on a prize for finding the medallion. Consensus to use \$100 from budget and maybe ask for sponsors. Michael will check with Sharon at the Chamber to see if they have Chamber bucks.
- Consensus to name this the Madeline Island Medallion Hunt 😊

C. Sidewalk Art – table until Feb./Mar.

D. Russell Park propeller sculpture proposal

The Town Board asked for a better definition of this project including; specific design, cost proposal and other funding sources (possible historic preservation grant). Robin will work on when she has time.

E. Social media accounts – Maddie

Maddie will prep sites for the next meeting, starting with the medallion hunt and porta potty project, and go live if all looks good.

6. Old Business (on hold) - tribal collaboration – none

7. Member recruiting efforts
Sally has someone interested.

8. Recommendations to Town Board - none

9. Public Comment – none

10. Set next Meeting Agenda and Date.
Next regular meeting date scheduled for Wed. 1/10/24 at 4pm

11. Adjourn
Motion by Peg to adjourn, seconded by Robin, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant
Minutes approved as presented 1/11/24. D. Goetsch, Clerical Assistant

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

**2023-2024 Cooperative Agreement between
Town of La Pointe and Town of La Pointe Harbor Commission**

This Cooperative Agreement ("Agreement") is entered into by and between the Town of La Pointe Harbor Commission ("Harbor Commission") and the Town of LaPointe, Wisconsin ("Town").

WHEREAS, the Harbor Commission is entering into this agreement, including payments to the Town, in order to facilitate the transportation of its employees, mail, UPS, Fed Ex, and other freight during the time of the year when the ferries are not operating.

WHEREAS, parties hereto have, for some years, maintained a cooperative relationship to ensure year-round transportation services between Bayfield, Wisconsin, and the Town of La Pointe, Wisconsin ("transportation services");

WHEREAS, the parties hereto believe such relationship is mutually beneficial and wish to maintain said relationship;

WHEREAS, the Harbor Commission and Town each has a separate agreement with Windsleds Transportation, Inc. and Madeline Island Transportation, LLC ("Service Providers") to provide transportation services for the respective parties;

WHEREAS, the Service Providers will obtain insurance and be reimbursed by the Town for the insurance and for expenses associated with the maintenance and upkeep of the equipment used by the Service Providers to render the transportation services;

WHEREAS, the Harbor Commission believes it should share in the above-referenced insurance and maintenance/upkeep expenses incurred by the Town, the Harbor Commission has agreed to pay amounts approximating one-third (1/3) of the insurance and maintenance expenses of the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement shall begin upon the date this Agreement is signed by all parties hereto and shall expire on June 30, 2024.

2. The Harbor Commission shall pay the following the sum of \$10,000 to the Town upon execution of this Agreement:

a. The sum of \$10,000 to be applied toward one-third (1/3) of the cost of insurance reimbursement, maintenance and upkeep, and the start-up and shut-down of the windsled equipment.

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JAN 18 2024

Initial: dg

b. Any balance of such amounts, exceeding one-third (1/3) of the total cost of insurance and the total cost of maintenance/upkeep, remaining at the end of the term of this Agreement will remain in the designated Winter Transportation account and carry over to the following (2024-2025) winter transportation season.

c. If during the windsled season, catastrophic equipment failure occurs, the School District of Bayfield, the Town and the Harbor Commission will be responsible for one-third (1/3) each of such expenses up to \$3,000 each annually. If the cost exceeds \$3,000, all parties shall come together to discuss and/or approve any additional expenses, with each party having the right of refusal.

d. The Town shall maintain comprehensive records of all maintenance expenses (including, but not limited to, receipts, purchase orders, etc.) and such records shall be subject to audit by the Harbor Commission.

3. This Agreement contains all of the agreements and understandings of the parties with respect to the issues addressed herein. There shall be no modification of this Agreement except in writing executed with the same formalities as this Agreement and mutually agreed upon by the parties hereto.

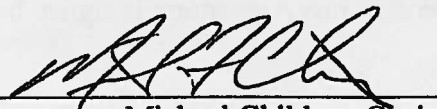
4. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Dated this 18 Day of January, ²⁰²⁴~~2023~~.

TOWN OF LA POINTE

By _____
Glenn Carlson, Town Chair

Town of La Pointe Harbor Commission

By 
Michael Childers, Chair

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

Providing Windsled Transportation From Madeline Island & Bayfield For Generations! **RECEIVED**

JAN 16 2024

Windsleds Transportation, Inc.

PO Box 5
La Pointe, WI 54850

Initial: Alex Mall
(715) 747-5400 24 Hr.
(715) 747-5000 Fax

January 12, 2024

Glenn Carlson, Town Chairman
Town of La Pointe
PO Box 270
La Pointe, WI 54850

RE: Winter Transportation Agreement – RENEWAL

Dear Glenn,

Attached please find the 2023-24 Winter Transportation Agreement. We have signed the agreement and are presenting to you for review and signature. Please return and executed copy to our offices as soon as possible. The term of the current agreement will extend until June 30, 2024.

Upon signing of this agreement, all parties agree to extend the contract with the following changes as noted below – all other policies, schedules & rules remain the same. The new winter season will be from 2023-24 with contract dates of January 12th, 2024 thru June 30th, 2024.

Changes to Winter Transportation Agreement for the 2023-24 Season:

- 1) There will be no rate changes this year (prices remain the same as the last 2 years), however, due to the fluctuating fuel costs, there will be a fuel surcharge again this year, as follows:
 - a) Average fuel costs for the windsleds is \$3.77/gal – current cost for fuel is \$5.46/gal – this is a per gal increase of \$1.69/gal – Average daily fuel usage is 79.41 gal/day – therefore fuel surcharge for the windsleds will be \$134.20/day (79.41 gal/day x \$1.69/gal increase). This will be divided between all 3 entities and a rate of \$44.73/day will be assessed to each entity.
 - b) Average fuel costs for the vans is \$2.75/gal – current cost for fuel is \$3.65/gal – this is a per gal increase of \$.90/gal – Average daily fuel usage is 8.55 gal/day – therefore fuel surcharge for the vans will be \$7.70/day (8.55 gal/day x \$.90/gal increase). This will be divided between all 3 entities and a rate of \$2.57/day will be assessed to each entity.

NOTE: In the future, fuel costs will be reviewed at the beginning of every season and surcharges will be determined at that time.

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JAN 19 2024

dg

*Providing Windsled Transportation From Madeline Island
& Bayfield For Generations!*

- 2) **Standby Fees:** These fees may apply as needed for days that we do not run/we are not needed, but we are still required to keep the machines/vans plowed out, cleaned off and ready at a moment's notice to run in the event of an emergency. If we are not fully in operation, but ready & available and on standby, we have the option to charge the Town a rate of \$50.00/day for standby.
- 3) **Ashland County Sheriff's Department "special trips":**
- **Special Trip during the day** \$150.00 for the trip PLUS the cost of the passengers – currently \$10 each way per person
 - **Special Trip 6:00 pm to 6:00 am** \$300.00 for the trip PLUS the cost of the passengers – currently \$10 each way per person

NOTE: This trip cost is for running over and coming right back, not sitting and waiting for a return officer, if another trip has to be made, same fees apply.

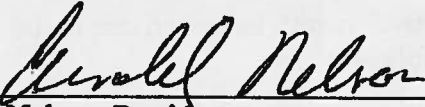
As requested by the Town's Insurance Agent's review of our certificates of insurance and associated documents in relation to our Winter Transportation Agreement, there were a few minor adjustments in terminology that were made and accepted to both our insurance agent and the Town's agent, but nothing that changes or affects rates or terms of this or any agreement. Another change made was the title of Exhibit A (attached to the agreements) which reflects that the equipment is owned by the Town and leased to Windsled Transportation, Inc.

By signing of this document all parties agree to, understand and accept the renewal changes as set forth above for the 2023-24 Winter Transportation Agreement (attached for signature):

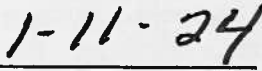
Agreed to by:

Glenn Carlson, Town Chairman
Town of La Pointe

Date



Arnold Nelson, President
Windsleds Transportation, Inc. & Madeline Island Transportation, LLC



Date

**WINTER TRANSPORTATION AGREEMENT BETWEEN THE TOWN OF
LAPOINTE, WINDSLED TRANSPORTATION INC. AND MADELINE ISLAND
TRANSPORTATION LLC**

1. This lease is between the Town of LaPointe, a Wisconsin municipal body politic and two corporations connected with Arnold Nelson known as Windsled Transportation, Inc. and Madeline Island Transportation, LLC. These two corporations will be referred to in the rest of this agreement as the "service providers".
2. The purpose of this lease is to allow the service providers to use certain Town of LaPointe equipment related to winter transportation, to assign responsibility for various types of insurance coverage, to split various insurance and operating expenses and to ensure the safe operation of equipment for the benefit of the children and other residents of the Town of LaPointe.
3. The term of this agreement shall be from the date it is signed by all parties to June 30, 2024.
4. The parties agree that performance of the commitments required under this agreement shall constitute adequate consideration.
5. Both the Bayfield School District and Madeline Island Ferry Lines will be entering into separate agreements with the service providers. The Bayfield School District and the La Pointe Harbor Commission each will make certain financial contributions to this winter transportation system. Payment of those financial contributions referred to in paragraph 11 below by both the Bayfield School District and La Pointe Harbor Commission are a ~~condition precedent to the performance of this contract.~~ In the event that the La Pointe Harbor Commission or the Bayfield School District defaults in the making of the payments that are referenced in this agreement, the parties to this agreement shall not be required to perform their responsibilities under the agreement.
6. The service providers will be entitled to operate that equipment for purposes of winter transportation between the Town of LaPointe and Bayfield during the 2023-2024 winter transportation season. The equipment at all times will be operated in a safe and responsible manner by trained and experienced employees of the service providers. The following conditions shall also apply:
 - a. The service providers will not sublet, mortgage or in any manner dispose of the property to any person.
 - b. The service providers will not allow the four windsleds or the vans to come into the custody and control of any person other than Arnold Nelson and the employees of the service providers without the express written consent or direction of the town. Van drivers must be authorized representatives of Madeline Island Transportation, Inc., and must be licensed drivers in the State of Wisconsin. A list of the van drivers will be provided to the Town of LaPointe.
 - c. The service providers will allow the Town of LaPointe to inspect and access the property at all reasonable times and places.

- d. At the conclusion of the ice season, the service providers shall deliver all leased equipment to Town of LaPointe property, the location of which shall be designated by the Town of LaPointe.
 - e. The service providers will provide a list of all operators of the four windsleds and the vans. The service providers will obtain copies of the motor vehicle driving records of each of the equipment operators. The list of both the operators and their driver's license numbers will be provided to the Town Board or its representative not later than January 15th. The Town Board or its designee will review the list of operators and/or obtain the motor vehicle driving records and the Town Board will have the right to make a final decision as to whether any of the proposed operators should be disqualified from operating either the windsleds or the vans.
7. The equipment to be used by the service providers that is owned by the Town of LaPointe is listed and attached to this agreement as Exhibit A and shall include use of the Winter Terminal Building. The service providers shall be in charge of the operation of the winter transportation system, including the operation and maintenance of the four windsleds, the passenger vans and the Winter Terminal Building. The operation of the system shall be managed by the service providers, and particularly Arnold Nelson, President of Windsled Transportation, Inc., and of Madeline Island Transportation, LLC, in the same manner that such winter transportation was managed by Arnold Nelson in prior years, except as specifically otherwise provided in this agreement or as set forth in the agreement between the service providers and the Bayfield School District.
- ~~8. The equipment shall be used to provide winter transportation between Madeline Island and Bayfield. The passenger vans may also be used to provide winter transportation from the lakeshore at Bayfield to the Bayfield School and the Bayfield post office and from the lakeshore on Madeline Island to designated terminal points on the island, including but not limited to the Madeline Island post office and the terminal for Madeline Island Ferry Lines. The equipment may also be used for emergency use outside the immediate service area.~~
9. The control and management of the winter transportation system shall include the right of the service providers to charge reasonable fares for use of the windsleds and vans.
10. The service providers agree to:
- a. Pay all other expenses of the operation of the windsleds and vans not specified in paragraphs 12 and 13. This shall include all other labor costs, payroll taxes, employee benefits, office expense, telephone, fuel and oil and minor repairs and maintenance costing \$200 or less.
 - b. Provide the Town of LaPointe an accounting of the following season totals: number of trips, ridership, revenues and expenses. This statement shall be delivered prior to June 18, 2024.
11. A fund has been agreed to be established with the Town of LaPointe by itself, the Bayfield School District, and La Pointe Harbor Commission, for the payment of certain fixed costs

including maintenance and insurance and the total amount of that fund would be \$30,000. The \$30,000 would be contributed by those parties as follows:

- a. \$6,000 each for maintenance expenses related to the equipment would be paid by the Town of LaPointe, La Pointe Harbor Commission, and the Bayfield School District.
- b. \$4,000 each would be paid into the fund for liability insurance expenses by the Town of LaPointe, La Pointe Harbor Commission, and the Bayfield School District.
- c. If at the conclusion of the 2023-2024 winter transportation season, there is any money left in the fund, it will be retained in the account to build up a reserve in the event that major repairs may be needed in the future.

The Town of LaPointe will use these monies to pay/reimburse the service providers for liability and property insurance premiums, start up and shut down expenses, testing and checking out of windsleds, and windsled and van repairs and maintenance in excess of \$200, and also its obligations under paragraph 16 herein to reimburse the service providers for labor and fuel costs for instruction of designated Fire Department and Emergency Services personnel.

12. In addition to the above payments, the Town of LaPointe will pay \$452.00 per day for the windsled season and \$200.00 per day for the van season both seasons to be determined by the service providers. This is based on a five day per week schedule, Monday through Friday (see copy of schedule attached – this is subject to change at anytime without notice). The service providers will provide service on Saturdays and optionally on Sundays without charge to the town, but they will charge passengers. The daily rate for passengers who are neither school children nor school employees will be set by the service providers. The rate for the current season is \$10.00 per passenger one way. Additional per day fuel surcharges may apply with advance written notice to the town (See Renewal letter dated 1/12/2024). Also included in renewal letter our option to charge a daily standby fee, if we are set, ready and available but not needed to run, but on standby in event of emergency. Additionally, if emergency trips are required to be run for the Ashland County Sheriff's Department at any time additional costs will be billed, see detail of charges in our renewal letter.
13. The service providers shall each separately maintain liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate and shall see to it that the Town of LaPointe is listed as an additional insured on both the policies of Windsled Transportation, Inc., and Madeline Island Transportation, LLC. The service providers will also be responsible for all workers compensation costs and workers compensation insurance for all winter transportation workers.
14. The Town of LaPointe is signatory to this agreement only for purposes of guaranteeing payments for their share of the expense of the winter transportation system and allowing lease of their equipment. The Town of LaPointe shall have no other responsibility or involvement in any way for maintenance, operation or administration of the windsled system.
15. It is understood by the parties that the operation, performance of day-to-day maintenance and administration of the windsled system is the sole responsibility of the service providers

except for any use by Town of La Pointe Emergency Services Personnel. The service providers agree to protect and save the Town of LaPointe harmless against any losses or damage to the equipment by fire, flood, explosion, tornado, theft or any other cause and the service providers shall and do hereby assume all liability to any person whomsoever arising from the location, condition or use of the equipment and shall indemnify and do indemnify the Town of LaPointe, of and from all liability, claim and demand whatsoever arising from the location, condition, or use of the equipment whether in operation or not, and growing out of any cause, including alleged imperfect or defective equipment, and from every other liability, claim and demand whatsoever during the term of this lease or arising while the equipment is in the possession of the service providers. Nothing in this agreement should be construed as a waiver by the Town of LaPointe of any of their rights under §893.80, including but not limited to the \$50,000 damage cap of §893.80 (3).

16. The operation of the winter transportation equipment by Town of La Pointe's Emergency Services Personnel during periods of emergency training and emergency rescue will be covered by the Town of LaPointe's liability and worker's compensation insurance policy. The service providers agree to provide instruction to new windsled operators consisting of personnel from an approved list from the Town Volunteer Fire Department and Ambulance Service. (See Exhibit B – Ice Rescue Memorandum of Understanding). The Town of La Pointe shall separately reimburse the service providers for this instruction. Said reimbursement shall be limited to labor @ \$40.00/hr per man and fuel costs per gal used @ current fuel rates (TBD) – all billed on a time and material basis.
17. The service providers shall surrender the property to the Town of LaPointe at the expiration of the term of this agreement in as good condition as when it was received, reasonable wear and tear ~~excepted~~.
18. If any member of the service providers default on any of the provisions under this agreement the Town of LaPointe may immediately or at anytime thereafter take possession of the property and may at that time terminate the agreement, but without prejudice to any remedies that the Town of LaPointe might otherwise have for breach of any portion of this agreement. The Town of LaPointe shall specifically have the right to terminate the agreement and take possession of the windsleds, van and contents of the Winter Terminal Building, if the Town of LaPointe can establish they are being operated or used in an unsafe manner.
19. If the service providers become bankrupt or have a receiving order made against them or makes any bill of sale, deed of trust or assignment for the benefit of creditors, this agreement shall cease unless the Town of LaPointe, upon notice, elects otherwise.
20. Upon termination in any manner of this agreement the Town of LaPointe, by its agents, is hereby authorized to enter upon any premises where such equipment is stored and to take possession of and remove such equipment.
21. Neither this agreement nor any right or interest hereunder shall be assigned or transferred by any party hereto in any respect, whatsoever.

22. This agreement shall be executed in the State of Wisconsin and shall be construed, enforced and performed in accordance with the laws of the State of Wisconsin.
23. This agreement contains all of the agreements of the parties. No oral or other statements, proposals or agreements shall be binding on any of the parties involved with the exception of the Vehicle Lease Agreement (s) on file for the operation of the vehicles in service.

If the winter transportation agreement between the Town of La Pointe, Windsled Transportation, Inc. and Madeline Island Transportation, LLC that expires June 30, 2024, differs in any way from the "vehicle lease agreement" that was signed by the Town of La Pointe Town Chairman, James Patterson, on the 27th day of December, 2016, then the provision or interpretation that favors or provides a better result for the Town of La Pointe shall be the controlling provision or interpretation. See copy of the Vehicle Lease Agreement, attached as Exhibit C.

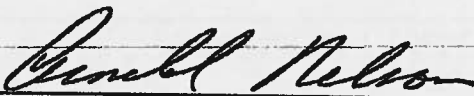
Dated: _____

Glenn Carlson - Chair, Town of LaPointe

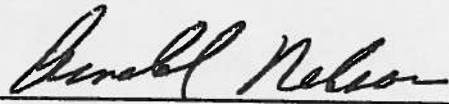
Dated: _____

Alex Smith - Clerk, Town of LaPointe

Dated: 1-11-24


Arnold Nelson - President of Windsled Transportation, Inc.

Dated: 1-11-24


Arnold Nelson - President of
Madeline Island Transportation LLC

OPERATIONS SCHEDULE

Monday – Friday

****Schedule Subject to Change Without Notice****

Van/Windsled Departs Madeline Island

7:30 a.m.

8:00 a.m. – KIDS ONLY, IF IN SESSION!!

9:00 a.m.

11:30 a.m.

3:45 p.m. – KIDS ONLY, IF IN SESSION!!

3:45 p.m.

4:30 p.m.

Van/Windsled Departs Bayfield

7:45 a.m.

8:15 a.m. – KIDS ONLY, IF IN SESSION!!

9:30 a.m.

12:30 p.m.

4:00 p.m. – KIDS ONLY, IF IN SESSION!!

4:00 p.m.

5:30 p.m.

**TOWN OF LA POINTE EQUIPMENT
LEASED TO
WINDSLED TRANSPORTATION, INC.**

**EQUIPMENT SCHEDULE
2023-2024**

MODEL	MANUF.	TYPE	VALUE / INSURANCE
2002		Windmark Windsled	\$105,000
1990		Husky Airboat/Windsled	\$ 36,000
2002		Ford Van	\$ 4,500
2019	Lake Assault	Windsled	\$194,466
2019	Lake Assault	Windsled	\$194,466
		2 Flood Pumps & All tools in shop	\$ 5,000

EXHIBIT "C"

VEHICLE LEASE AGREEMENT

vehicle lease agreement is being drawn up between, the Town of La Pointe and Madeline Island Transportation, LLC. The following vehicle is owned by the Town of La Pointe: 2002 Ford Van - Red - Vin #1FMNE31L62HA90336

Under the terms of this agreement, detailed below, the Town of La Pointe will be leasing the above noted vehicle to Madeline Island Transportation, LLC. The contract shall be a year to year lease with the expiration date of June 30th.

Part of this agreement the following conditions apply:

- 1) In lieu of a rental fee, Madeline Island Transportation, LLC will obtain and provide all necessary vehicle liability and commercial general liability insurance coverage for the vehicle. Business Auto Liability limits shall be at least \$1,000,000 & the General Liability limits shall be at least \$1,000,000 occurrence/\$2,000,000 aggregate.
- 2) The term of this lease shall be year to year (and will renew automatically each year unless a written termination letter is received), current lease period runs from July 1, 2016 to June 30th, 2017.
- 3) Madeline Island Transportation, LLC will name the Town of La Pointe as an additional insured and provide them with a copy of the certification of insurance.
- 4) Due to the vehicle purchase agreement between the Town of La Pointe and Ashland County, for the sake of obtaining funding for this vehicle, Madeline Island Transportation, LLC also agrees to list Ashland County (County of Ashland, 201 West Main Street, Ashland, WI 54806) as an additional insured on the policy and will provide a copy of the certificate of insurance, if requested.

Termination: This vehicle lease shall remain in place as long as the Winter Transportation Agreement remains between the parties in question. Either party may terminate this lease in accordance with the terms and conditions detailed in the current Winter Transportation Agreement on file for the season in question. Specifically paragraphs 17 & 18 of said agreement.

Indemnification: Madeline Island Transportation, LLC hereby agrees to indemnify, hold harmless and defend the Town of La Pointe and Ashland County from and against any and all losses, damages, theft, claims, suits or actions, judgments, costs and expenses (including reasonable attorney's fees) arising from or any manner connected with the negligence or fault of Madeline Island Transportation, LLC, its agents or employees and or/in any way connected with an accident involving the use or operation of this vehicle during the lease term.

At the signing of this document, both parties agree that they have read, understand and will abide by the terms of this agreement.

Witnessed by:

Town of La Pointe

Chris Patterson
Chris Patterson, Town Chairman

12/27/16
Date

MADIELINE ISLAND TRANSPORTATION, LLC

Richard Nelson
Richard Nelson, President

12-21-16
Date

Exhibit "B"

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

Ice Rescue Memorandum of Understanding

Between

**Town of La Pointe
La Pointe Volunteer Fire Department
Ice Rescue Squad
Madeline Island Transportation LLC**

Windsled Transportation, Inc.

THIS AGREEMENT is entered into this 12th day of January, 2024, by and between the Town of La Pointe, La Pointe Volunteer Fire Department Ice Rescue Squad and Windsled Transportation, Inc.

1. **Purpose of Agreement.** This agreement is made in recognition that the above named parties each have resources and expertise which can be mutually shared in providing ice rescue.
2. **Authority.** This agreement is authorized under terms of the Equipment Lease and Operating Agreement between the Town of La Pointe and Windsled Transportation, Inc.
3. **Authorized personnel.** Authorized personnel only are allowed in the windsled during rescue and training runs. Authorized personnel are defined as:
 - a. Employees of the Winter Transportation operating company which is under contract to the Town of La Pointe, subject to the terms of that lease and operating agreement.
 - b. Ice Rescue Squad personnel authorized and assigned by the La Pointe Volunteer Fire Department and Madeline Island Ambulance
 - c. Qualified personnel from other rescue squads and jurisdictions operating under mutual aid agreements who shall work at the direction of the Ice Rescue Squad
4. **Chain of Command.** Command of rescue operations shall be by the senior officer of the Ice Rescue Squad aboard during operations, or his or her designee. The ultimate decision to respond with the windsled is entrusted to the most senior windsled operator at the rescue operation.
5. **Expenses.** Specialized equipment, operating expenses, training costs, and other associated costs occurred during any operation shall be the responsibility of the Town of La Pointe through the Fire Department budget.

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JAN 19 2024

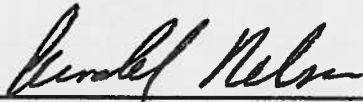
dg

- 6. Availability for Rescue.** The Husky windsled shall be available at all times for response to rescue emergencies. During times of operation of the Winter Transportation system which requires the use of the Husky windsled the contract operators shall keep in direct contact with members of the Ice Rescue Squad. The Ice Rescue Squad shall be kept informed of the readiness of the Husky windsled at all times.
- 7. Availability for Training.** During times that the Husky windsled is not being used by the winter transportation operating company it shall be available for training use by qualified operators of the Ice Rescue Squad. The Ice Rescue Squad shall coordinate all training use with the contract operators.
- 8. Equipment.** The contract operators of the Winter Transportation System shall keep safe from unauthorized use any dedicated rescue equipment in their possession, and shall not move, alter, or dispose of any such equipment from the dedicated storage positions in any of the windsleds or vans without prior approval of the Fire Chief.
- 9. Compensation.** The contract operators of the winter transportation system who are not members of the Ice Rescue Squad shall be compensated for time spent at rescues and training conducted under the direction of the Ice Rescue Squad per the terms of the Equipment Lease and Operating Agreement.
- 10. Ice Rescue Squad Membership.** Winter transportation contract operators shall be considered members of the La Pointe Volunteer Fire Department when participating in rescue and training operations outside of the term of the Equipment Lease and Operating Agreement.
- 11. Insurance.** Insurance coverage for Town of La Pointe emergency services personnel and equipment will be provided per the terms of the Equipment Lease and Operating Agreement paragraph #6.
- 12. Hold Harmless.** During emergency rescue and training operations the Town of La Pointe agrees to protect and save Windsled Transportation, Inc. harmless against any losses or damage to the equipment by any cause and, during emergency rescue and training operations the Town of La Pointe shall and hereby does assume all liability to any person whomsoever arising from the location, condition, or use of the equipment and shall indemnify and does indemnify Windsled Transportation, Inc. of and from all liability, claim, and demand.
- 13. Terms of Agreement.** This agreement shall remain in effect and run concurrent with the term of Equipment Lease and Operating Agreement. The agreement shall be reviewed for re-affirmation or modification prior to a new Equipment Lease and Operating Agreement.

The parties herein affix their signatures the day indicated and this agreement shall take effect upon the date of its last execution.

_____ Dated: _____
Glenn Carlson
Chairman, Town of La Pointe

_____ Dated: _____
Alex Smith
Clerk, Town of La Pointe

 _____ Dated: 1-16-24
Arnold Nelson, President
Windsled Transportation, Inc. & Madeline Island Transportation, LLC

_____ Dated: _____
Rick Reichkitzer
Fire Chief, Town of LaPointe

Accommodations Tax Ordinance

PROPOSED AMENDMENT (changes in bold)

§ 40-10. Tax imposed; distribution. [Amended [DATE] by Resolution No. 2024-XX]

Pursuant to § 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing at retail rooms, lodging or sites to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of **8.0%** of the gross receipts from such retail furnishing of rooms, lodging or sites. Such tax shall not be subject to the selective sales tax imposed by § 77.52(2)(a)1, Wis. Stats. **Persons furnishing accommodations (or their agents) shall remit tax receipts to the Town Treasurer within 30 days of the end of each calendar quarter.**

The proceeds of such tax collected shall be apportioned **30%** to the Town of La Pointe and the remaining **70%** to the designated tourism entity selected by and under contract to the Town. The tourism entity shall meet the requirements identified by § 66.0615, Wis. Stats., including dedicating proceeds for tourism promotion, tourism development, marketing projects, tourist informational services, and tangible municipal development.

Within 60 days of the end of each calendar quarter, the Town shall remit to the designated tourism entity the apportioned share of taxes collected.

CURRENT LANGUAGE

§ 40-10. Tax imposed; distribution. [Amended 8-26-2014 by Ord. No. 2014-05]

Pursuant to § 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing at retail rooms, lodging or sites to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of **6.5%** of the gross receipts from such retail furnishing of rooms, lodging or sites. Such tax shall not be subject to the selective sales tax imposed by § 77.52(2)(a)1, Wis. Stats. The proceeds of the first **5%** of such tax collected shall be apportioned **40%** to the Town of La Pointe and the remaining **60%** to the Madeline Island Chamber of Commerce, an organization in the community for advertising and promotion of hospitality and tourist business, provided that such sum paid to such organization shall not exceed the maximum allowed by statute. The proceeds of the additional **1.5%** shall be apportioned **30%** to the Town of La Pointe and the remaining **70%** goes directly to a designated fund in the Town of La Pointe for tourism promotion and development. If the Town doesn't expend the funds, any funds remaining will go to the Madeline Island Chamber of Commerce. The **60%** of the **5%** apportioned to the Madeline Island Chamber of Commerce shall be due and payable to it by the Town of La Pointe within 60 days of the end of each calendar quarter. The remainder of the **70%** of the additional **1.5%** apportioned to the Madeline Island Chamber of Commerce shall be due and payable to it by the Town of La Pointe within 60 days of the end of each calendar year.

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

December 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$119,522.34</u>
<u>Harbor Commission</u>	<u>\$9,467.75</u>
<u>Library Board Approved Claims</u>	<u>\$4,697.47</u>
Total of All Alternative Claims:	\$133,687.56

RECEIVED
JAN 19 2024

Initial: _____

ALTERNATIVE CLAIMS 2023

December 2023

Date	Payable to Who	Check #	Amount	Description
12/1/2023	Berkshire Hathaway (BBHC)	82766	200.00	WTC Gen Ins. Add town
12/1/2023	Society Insurance	82767	50.00	WTC Workers Comp
12/1/2023	Young and Associates, Inc.	82768	11,700.80	WTC Insurance 23/24
12/18/2023	Department of Employee Health	#10932100	17,329.50	January 2024 Health Insurance
12/14/2023	Dept of Treasury	#1249440	12,628.57	PR#25 FIT 2023
12/14/2023	Empower/Deferred Comp	#1146875029	100.00	PR #25 Deferred Comp
12/14/2023	Dept of Revenue	#1410554464	2,061.94	PR# 25 SIT 2023
12/19/2023	WI Dept. of Revenue	#1000127072	10.00	2024-2026 Business Registration
12/21/2023	Elan Financial Services (BTS)	82832	885.38	November Statement 2023
12/21/2023	Elan Financial Services (MGK)	82833	2,762.47	November Statement 2023
12/21/2023	Elan Financial Services (PAW)	82834	641.90	November Statement 2023
12/21/2023	Elan Financial Services (WJD)	82835	532.51	November Statement 2023
12/22/2023	Elan Financial Services (TWE)	82838	4,067.76	November Statement 2023
12/22/2023	Xcel - Greenwood	#9EA73	15.45	November Greenwood Electric
12/28/2023	Dept of Treasury	#30213381	8,148.18	PR#26 FIT 2023
12/28/2023	Dept of Revenue	#552958560	1,585.57	PR#26 SIT 2023
12/28/2023	Empower/Deferred Comp	#1150757633	100.00	PR #26 Deferred Comp

12/14/2023	Payroll Batch ACH Direct Deposit	ETF#2490399857	42,889.50	PR#25 Ending 12/9/23
12/14/2023	Andreas, Tyler	82805	1,357.08	PR#25 2023
12/14/2023	Boone, David	82806	718.96	PR#25 2023
12/14/2023	Brummer, Charles	82807	117.02	PR#25 2023
12/14/2023	Brummer, Paul	82808	117.02	PR#25 2023
12/14/2023	Crawford, Kevin	82809	570.34	PR#25 2023
12/14/2023	Eldred, Andrew	82810	961.78	PR#25 2023
12/14/2023	Eldred, Timothy	82811	668.96	PR#25 2023
12/14/2023	Guertin, Dellah	82812	546.34	PR#25 2023
12/14/2023	Hagen, William	82813	648.71	PR#25 2023
12/14/2023	Kruchten, Kyle	82814	1,333.67	PR#25 2023
12/14/2023	Montagne, Lucas	82815	859.80	PR#25 2023
12/14/2023	Nelson, Brian	82816	1,492.62	PR#25 2023
12/14/2023	Noha, Joseph	82817	495.91	PR#25 2023
12/14/2023	Pearson, Tavis	82818	836.13	PR#25 2023
12/14/2023	Smith, Alexandra	82819	1,556.55	PR#25 2023
12/14/2023	Theune, Jeff	82820	369.18	PR#25 2023
12/14/2023	Whittaker, Alan	82821	46.17	PR#25 2023
12/14/2023	Whiltz, Joseph	82822	1,116.57	PR#25 2023

TOTAL PAYROLL #25 **\$56,702.31**

12/29/2023	Payroll Batch ACH Direct Deposit	ETF#	30,175.22	PR#26 Ending 12/23/23
12/29/2023	Ralph, Evan	82839	909.46	PR#26 Ending 12/23/23
12/29/2023	Wiltz, Joseph	82840	886.82	PR#26 Ending 12/23/23

TOTAL PAYROLL #26 **\$31,971.50**

DECEMBER 2023 TOTAL:	\$119,522.34
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ALTERNATIVE CLAIMS 2023

Harbor Commission

December 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Harbor Commission approved			
12/7/23	Amundsen Davis	82769	2,478.00	October Lawyer Fees
12/22/2023	Ehlers Financial Advisors	82836	6,956.25	November Services 2023
12/22/2023	Mission Hill Coffee Shop	82837	33.50	Coffee for meeting

DECEMBER 2023 TOTAL:	9,467.75
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ALTERNATIVE CLAIMS 2023**MI Library****December 2023**

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Library Board approved vouchers		4,755.70	12/19/2023 Meeting
12/20/2023	Advantage Systems Group	82823	168.00	Library Elevator Monitoring
12/20/2023	Elan Financial Services (LS)	82824	1,314.29	November CC Statement
12/20/2023	Elan Financial Services (MGK)	82825	210.00	Email Services
12/20/2023	Madeline Ferry Lines SWIPE	82826	2,000.00	Library Card Reload Rec & LS
12/20/2023	New York Times	82827	48.00	Sunday Paper Delivery
12/20/2023	Norvado, Inc	82828	187.71	December Services 2023
12/20/2023	Stage North/The Groundlings	82829	200.00	Steel Magnolias tickets
12/20/2023	Sterling Computer Products	82830	569.47	Toner for HP & Xerox Machines

DECEMBER 2023 TOTAL:**4,697.47****-58.23****MI Public Library Board approved**

this was the finance and interest charges that have been wai

Treasurer's Cash Summary as of December 31, 2023

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

	Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
General Checking	\$ 1,773,521.08	\$ 35,447.65	\$ (213,354.27)	\$ 2,176.47			\$ 1,597,790.93
Sect. 125 Flex Account	\$ 10,572.35						\$ 10,572.35
Tax Collection Account	\$ 12,840.14	\$ 1,377,907.00		\$ 94.10			\$ 1,390,841.24
Library Savings	\$301.04			\$ 0.05			\$ 301.09
Airport Savings	\$556.05			\$ 0.10			\$556.15
Totals	\$ 1,797,790.66	\$ 1,413,354.65	\$ (213,354.27)	\$ 2,270.72	\$ -	\$ -	\$ 3,000,061.76

Bank Reconciliation			
Reported Bank Balance	\$ 2,055,277.21	Checking Account	\$ 1,597,790.93
Deposits in Transit	\$ 978,243.36	Tax Transfer	\$ -
Subtotal		Deposits	
Less Outstanding Checks	\$ (36,639.95)	Checks	
Checkbook Balance	\$ 2,996,880.62	Vouchers	??
		Total Avail. Cking Account	\$ 1,597,790.93

Accounting Program Totals:	
General Funds	n/a
Tax Account	n/a
Section 125	n/a
Library Savings	n/a
Airport Savings	n/a
TOTAL	

Treasurer's Report \$ 3,000,061.76
 Variance \$ 3,181.14

Treasurer's Report \$ 3,000,061.76
 Variance (3,000,061.76)
 Balanced

Unbalanced

Submitted by CLN
 12/24/2023

RECEIVED

JAN 22 2024

Initial: dg

TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
January 9th, 2024
4:45 PM AT TOWN HALL

Draft Minutes

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

Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Town Clerk Alex Smith

Public Present: Paul Brummer, Michael Childers, Michael Collins, Will Bruncker, Justin Giegerich, Bill Bailey (via zoom) Jim Peters (via zoom)

Call to Order: at 4:45pm.

I. Public Comment A*

Paul Brummer stated regarding the Rental Ordinance, with the numerous text changes, the Town Board should hold a Public Hearing to comply with state statues.

Paul Brummer suggested the Town should look into giving the "Rieman Park" back to the Rieman family if the Town is not going to develop it.

Paul Brummer stated though we did get some snow, the forecast is looking dry. He suggested laying off snowplow drivers in staggering terms to save the taxpayers some money.

II. Open Proposals

A. Building Inspectors: 2 bids were opened, Alder and Willdan. No action was taken.

B. Solar Installation: 2 bids were opened, Jolma Electric and Wescom. No action was taken.

III. Administrative Reports

A. Town Administrator's Report: Prepared and presented by Michael Kutcha.

B. Public Works Director's Report: Prepared and presented 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.

Placed on file by unanimous consent.

IV. Public Works

A. Roads, Dock and Harbor: Nothing to report at this time.

B. Parks: Nothing to report at this time.

C. Airport

a. Lease for Hanger 1A: Motion to sign the lease for Hanger 1A, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

V. Committees

A. Planning and Zoning

a. Rental Ordinance review: Town Board members reviewed the new language. No action was taken at this time. The Rental Ordinance Workshop is set to be held on 1/11/24.

b. Comprehensive Plan Maps: Maps are in the midst of being corrected. There will be 13 maps, including large scale maps to physically look at.

B. Committee Minutes: Placed on file by unanimous consent.

VI. Town Hall Administration

A. Resolution #2024-0109 for countywide solar/EV grant application: Motion to approve Resolution #2024-0109, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

B. Recommendation to appoint Treasurer: Sue Brenna discussed the interview process leading to their recommendation. Motion to appoint Michael Childers as Treasurer starting 2/16/24, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve the vouchers in the amount of \$1,067,579.47, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

VIII. Minutes

A. Special Town Board Meeting December 27th, 2023: Motion to approve the minutes as submitted, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

IX. Emergency Services

A. Police Department

a. Ashland County response: Town Administrator Michael Kutcha and Police Chief William Defoe wanted to make the Town Board and public aware of the deteriorating and incorrect responses from Ashland County. For example, sending the ambulance department to perform a welfare check. The Town Board discussed advising the Ashland County Sheriff what has been happening in terms of these responses or lack thereof.

X. Public Comment B**

John Carlson sent a letter via email regarding his concerns. Please see the attached document. Samatha Dobson mentioned the After School Program's status with the program being cut significantly. She has already cut one day a week and is looking at future cuts. This will have a significant impact on the island.

Ben Schram thanked Evan Erickson Jr. for making two back-to-back trips for the MRF Facility. There are 18 more loads to go, and he stated we are at a good start to the new year.

XI. Liquor & Operators' Licenses: Nothing to report at this time.

XII. Lawsuits & Legal Issues

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

XIII. New Agenda Items for Future Meetings

Cooperative Agreement between Harbor Commission and Town

Affordable Housing Advisory Committee: Recommendation to designate 687 Middle Road as preferred Town parcel

XIV. Adjourn: Motion to adjourn, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 5:20pm

Submitted by Town Clerk, Alex Smith.

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING**

January 11th, 2024

4:45 PM AT TOWN HALL

Amended 1/10/24 at 9am

Revised Draft Minutes

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

Staff Present: Town Administrator Michael Kuchta, Zoning Administrator Ed Schaffer, Town Clerk Alex Smith

Public Present: Charles Brummer, Clayton Douglas, Clair Douglas, Mike Starck, Ken Myhre, Paul Brummer, Melissa Pusateri, Regina Milarocue, Paul Wilharm, Charlie Meech, Josh Clark, Evan Erickson, Marnie Myhre, Suellen Soucek (via zoom), Mary McPhetridge (via zoom), Jim Peters (via zoom), Jon Rokat (via zoom), Janice McClelland (via zoom)

I. Call to Order: Meeting called to order by Glenn Carlson at 4:45pm.

II. Discussion of proposed Rental Ordinance with townspeople:

Glenn Carlson introduced and summarized the new proposed draft of the Rental Ordinance.

Mike Starck stated that James Price would be willing to help with state law statutes regarding the Rental Ordinance. He also suggested that every rental should have an accessible landline with the lack of phone service in some areas. Melissa Pusateri: If someone wanted to use a rental before July this year, would one have to get a permit beforehand and apply for another permit after that?

Glenn clarified that it is correct, although the second permit would last until next July and stated it would be one time overlap.

Clayton Douglas: Has this Rental Ordinance been looked over by the town's attorney?

Glenn stated that the attorneys have not yet looked at the new draft. Clayton discussed the regulations on high occupancy dwellings and how it would personally affect his wife's business and possible loss of wages. He states they own 40% of the high occupancy dwellings on the island. Clayton stated that in section 5.1.4 Enforcement on page 20 "Any person who violates, disobeys, omits, neglects, or refuses to comply with or resists enforcement of any provision of the Section may be found in violation of this Ordinance" thus resulting in loss of permit, is a violation of rights.

Clayton Douglas: Who came up with the high occupancy number of 14?

Glenn stated that he set this number.

Clayton stated that if you are going to put rules on housing, it cannot just be on rentals, but it needs to be on all residences.

Glenn clarified that the Town does not have authority to instill rules on residences that are not rentals.

Clayton discussed the issue with losing a permit due to adding additional spaces on rental properties, losing the ability to be grandfathered in. He stated the grandfather statement on the one time passing to children, makes him unable to guarantee his children and children's children the ability to keep prospering and surviving on this island. He stated just because the Town can do something or have the right to doesn't mean it always should be done.

Glenn thanked Clair and Clayton for the fine way they run their business and how much it is appreciated.

Josh Clark mentioned some of the earlier language in the past Rental Ordinance that he appreciated. He states the town recognizes that a single owned cabin may need to be rented out for a period of time to keep up with costs. Limiting the number of permits seems short sighted, he encouraged a little bit of grace for single owned family cabins.

Glenn responded with anyone who has a current rental permit is grandfathered. Additionally, anyone who has a dwelling when this is adopted, have 10 years before the need to worry about the rental cap.

Charley Brummer: Could Daily Rental and Multiday Rental be combined into one?

Glenn stated the Daily Rental should probably say as little as one day rental and that is only available on the commercial zone or grandfathered properties. The Daily Rental permit is a very limited application. Generally speaking, all permits except for high occupancy would have a 2-day minimum.

Charley Brummer stated there may be a possible loophole with events for long term rentals, by allowing unlimited events.

Glenn mentioned a legislation that is looking to take effect in 2026 that limits property events serving alcohol without a no sale license. No sale license allows you to only serve beer and wine on your premises.

Jon Rocket: What will be the nature of the administration once this is in place? Who do they go to?

Glenn stated the Zoning Administrator has already been working with the existing rental permit operation and that would continue under this new

regime.

Ed Schaffer stated that section 3.4 is completely unenforceable, it is a lot more paperwork for these extra permits. Essentially eliminating Multiday Rental and putting a 2-day minimum on Daily Rentals would make this less complicated. Jim Peters submitting a letter via email with proposed changes to the Rental Ordinance specifically related to Multiday Rental and Daily Rental. Please see the attached document.

Paul Brummer made several comments regarding the Rental Ordinance relating to high occupancy, events, and CPU. Please see attached document.

Charley Brummer stated he is unsure how the part-time Zoning Administrator is going to be able to enforce all of these regulations.

Melissa Pusateri: What does Section 3.1 6I "All premises shall be supervised by the owner, manager, or authorized agent while occupied" mean?

Glenn clarified it means that the owner/manager must be present on the island when a rental is being occupied in case of an emergency.

Glenn thanked the members of the TPC for their enormous amount of time and work putting together the Rental Ordinance.

III. Expansion of Town Planning Commission

This item has been deferred until further notice and a public hearing will need to be scheduled in order to pass this motion and amend the current ordinance.

IV. Public Comment: None.

V. Adjourn: Motion to adjourn, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 5:37pm.

Submitted by Town Clerk, Alex Smith.

TBS, clerk, TA

Alex Smith

From: James Peters <madeline1186605@yahoo.com>
Sent: Thursday, January 11, 2024 3:19 PM
To: Alex Smith
Cc: Michael Kuchta; Ed Schaffer
Subject: Letter for tonight's meeting

Please read this letter at tonight's meeting. Thank you, Jim Peters

To the Town Board: 1-11-24

The revision of the current Rental Ordinance was undertaken, in part, to address the concern of Short Term Rentals. In order to maintain the quality of life and the natural character of the Island, it was suggested that the Ordinance reflect the need to maintain Short Term Rentals for those who hold current permits while limiting the number of new permits. This can be accomplished in the following manner:

First, delete Section 3.4 MULTI-DAY RENTAL, as this Section would be difficult to enforce and most points can be covered in Section 3.5 DAILY RENTAL.

Second, adapt Section 3.5 DAILY RENTAL with the following corrections:

1. Change first sentence in #1. to: Daily rentals are qualifying properties that are offered for rent for a fee for a minimum of two (2) consecutive days.
2. Change first sentence in #2. to: Daily rentals are an Allowed Use, Grandfathered Use or Permitted Use in designated Zoning Districts.
3. Delete second sentence in #4. "These 'grandfathered' properties shall not be subject to minimal rental periods."

Other changes are:

3.1 GENERAL CONDITIONS

Delete in the first sentence of 4#. "Multi-Day" and "unless the Dwelling qualifies under Section 3.4 11."

3.5. DAILY RENTAL

Delete in #10. "and for multiple days at a time".

3.6. HIGH OCCUPANCY

Delete #3.

With these revisions, including the APPENDIX: ZONING DISTRICT USE MATRIX: RENTALS realignment, I believe our Community will be better served and this Ordinance will be clearer and easier to enforce.

One last point: To quote the:

TOWN OF LAPOINTE COMPREHENSIVE PLAN AMENDMENT 2023

Page 63 #8. Uniform, comprehensive enforcement of Zoning and related ordinances

#1 Second sentence: "If a requirement cannot or will not be enforced - either because of lack of capacity or lack of political will - it should not be adopted."

Respectfully submitted,
Jim Peters
1186 Sunny Slope Road
LaPointe, WI 54850

To: Town of La Pointe

Re: Draft #4 of the La Pointe Rental Ordinance dated
5 January 2024

A few thoughts regarding the latest edition of the
Town of La Pointe's Rental Ordinance:

1) There is too much terminology - "short-term", "multi-day" and "daily" rentals makes things convoluted. Usually this is done to confuse an issue instead of addressing it OR to permit uses that otherwise wouldn't be allowed, thereby telling me the author(s) are bowing to special interests

2) Does the author(s) of this latest version of the Rental ordinance know the difference between "high density" and "low density"? Why would they put "high density rentals" (defined as having a sleeping capacity of over 14 persons) as a use (permitted or conditional) in a low density zone such as W-1 or W-2? Even Conditional uses are now permitted uses since it's virtually impossible to deny a CUP application. You are only encouraging more larger scale rentals, not discouraging them as per the results of the comprehensive plan's

Community Survey.

3) The number of "events" is still too high at 5 times a year and allowing up to 3x the sleeping capacity for the number of attendees. Who is going to take the time to enforce these limits? A part time zoning administrator? The author(s) of these Rental Ordinances have no realistic expectations of enforcement, they only insert an enforcement mechanism in a half-hearted attempt to placate those concerned about the future of Modeline Island. It's greed instead of need.

4) For high occupancy rentals the application fee includes the fee for a CUP. I hope the application fee is at least as much as the fee for a CUP. If Rental permits are good for one year is the CUP valid for only one year?

As your CONSTITUENT I request that you start over on the Rental Ordinance. This just isn't cutting it.

Paul Brummer

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

GOT ANY IDEAS?

The background. La Pointe is on Madeline Island, which is in Lake Superior, about as far north as you can get in Wisconsin. We have our own 24/7 police department because, at times, you simply can't get here.

For more than 30 years, Ashland County recognized this geographic and logistical reality. So the county paid the Town to provide law enforcement, meaning the county would not have to. But in 2023, the county board unilaterally yanked this payment. (That is despite new state legislation that prioritizes maintaining local spending on public safety.)

The result. Our Town of 430 now foots the entire bill to keep our residents, businesses, school children,

and tens of thousands of tourists safe. We pay \$422,000 for our own department of three full-time officers; in fact, residents actually voted to raise their taxes in 2024 to plug the hole the county left in our budget.

The problem is, we also pay \$442,000 more to the sheriff - for which we now get essentially nothing in return.

Seeking a solution. We've talked with the county to try to find middle ground. County supervisors overwhelmingly rejected that idea.

The Town also petitioned the state Department of Revenue. We pointed to a statute that says when one municipality transfers responsibility for providing a service to another

municipality, the levy that supports that service should go with it. The DOR rejected our petitions; it says a municipality that *pays* for a service is not *providing* a service. Hmmm.

What can we do? We live with evidence proving that the Town cannot trust the county to provide reliable patrol or responses, even in potentially life-threatening situations (*see the box below*). We also live with the reality that we can't afford to keep paying twice for law enforcement.

- If you have suggestions (or want to know more), please give us a call.
- Police Chief William Defoe: 715-747-3095
 - Town Administrator Michael Kuchta: 715-747-6914



\$422,426
Town of La Pointe's law enforcement budget for 2024

\$442,036
Additional taxes that La Pointe property owners will pay in 2024 to the Ashland County sheriff for law enforcement

2.7%
La Pointe's share of Ashland County's population

22.1%
La Pointe's share of Ashland County's property tax levy

THE SITUATION ON THE GROUND

When La Pointe police officers are off duty, Ashland County is legally responsible for primary law enforcement. But what the county is required to do, says it does, or promises to do is far different from what it *actually* does.

- The county never patrols Madeline Island.
- In 2023, the county backed up

- La Pointe officers only once.
- In the last 5 months of 2023, deputies came to the island only 3 times in response to 911 calls.
 - In those 5 months, the county did not respond to calls about a residential fire, an altercation at the State Park, or reports about drunken driving, gunshots, or a stolen weapon. Instead, the county ignored the calls or kicked them to Town officers, who were

- off duty and would not return to the island for hours.
- The county called our public works director to investigate an alarm at the state museum.
 - Rather than send a deputy, the county assigned our EMS to conduct a "welfare check" - exposing volunteers to a potential crime scene for which they are not trained and could have faced substantial personal risk.

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



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

Jan. 11, 2024

Ashland County Sheriff Brian Zupke
220 6th St. E
Ashland, WI 54806

Dear Sheriff Zupke:

The reliability of your department's response to 911 calls from La Pointe residents is unacceptable and deteriorating.

You already have acknowledged publicly that your department does not patrol La Pointe; that in and of itself is inferior service to what you provide other communities in Ashland County.

You already have publicly accused Town residents of playing games and intentionally calling 911 "for unnecessary reasons." This, too, is a double standard; to our knowledge, you have not issued similar public statements about residents of other communities who make calls that do not rise to the level of an "emergency."

Yet even when La Pointe residents call 911 to report potentially life-threatening situations, there is little evidence that your department responds with any urgency, if it responds at all:

- Your department did not respond to calls in La Pointe that included a residential fire, an altercation at the State Park, an apparent drunken driver, gunshots, and a gun reportedly stolen by an individual already charged in a different case. Instead, you passed responsibility along to La Pointe officers – even though Town officers would not be on duty until hours later.
- You passed along responsibility for responding to a building alarm at the state-owned Madeline Island Museum and instead called La Pointe's Public Works Department.
- The most inappropriate case is when you passed along responsibility for a "welfare check" and instead called our ambulance service – exposing our volunteers to a potential crime scene for which they are not trained and could have been at substantial risk.

As you know, since mid-August, sheriff's deputies have had primary law enforcement responsibility in La Pointe several shifts a week. These are shifts, which you know about in advance, when La Pointe officers are not on duty. It is similar to what occurs when City of Mellen officers are off duty. Based on dispatch logs, during these off-duty shifts, La Pointe residents have called 911 at least 35 times. Your deputies have stepped foot in La Pointe only 3 of those times.

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Initial: OSF

This level of "service" is a direct contradiction to the public assurances from you, county board members, the county administrator, and county lawyers that La Pointe residents will receive the same type of coverage from the Sheriff's Department that other communities receive. Evidence shows those assurances are hollow.

We would welcome the opportunity to discuss the reality we are dealing with and how we can take mutual steps toward reversing these distressing trends.

Sincerely,

**Glenn Carlson
La Point Town Chair**

**Michael Kuchta
Town Administrator**

cc:

County Administrator Dan Grady

Supervisor Richard Pufall, County Board Chair

Supervisor Laura L. Nagro, chair, Public Property and Law Enforcement Committee

Supervisor Mike Berlin, chair, Finance and Economic Development Committee