

TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: February 13, 2024

Re: Agenda Items

- **Ice road labor, compensation rates.** This was not received in time to include with the previous winter transportation agreements. Rates do not change for the 2024 season (if there is one).
- **Airport hangar documents.** Please authorize submitting BFI documents to the county land deed office. Our assessor says these are needed now that state law treats hangars as real estate, not as personal property. There are a total of 15 BFI documents for hangars on Town land.
- **Lease for industrial lot 4.** Island Septic LLC is seeking a 10-year lease.
- **Recommendation for Middle Road property.** The Town Plan Commission voted unanimously Feb. 7 to join the Affordable Housing Advisory Committee in recommending that the Town Board designate 647 Middle Road as the preferred Town-owned parcel for development of affordable, year-round workforce housing. A more detailed report is in your packet.
- **Dock lease.** The Harbor Commission voted Feb. 8 to request that the dock lease be transferred from the Madeline Island Ferry Line to the Commission upon purchase of the ferry line. The draft lease assignment is in your packet.
- **Special event permit.** The Apostle Islands Inline Marathon is seeking a permit for Friday-Saturday June 14-15. As usual, the event is based at the rec center. Skaters take a clockwise circuit from Rice (which is fully closed), along Big Bay, Black Shanty, and Middle Roads (where one lane closes from about 7:45 a.m. until early afternoon).
- **Town 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 - Replaces outdated language on allocation of tax revenue and payment schedules; these changes bring the ordinance in compliance with state statute, which requires a 70% distribution to the tourism entity and a 30% distribution to the municipality.
 - On advice of our Town attorney, the proposal no longer enshrines in ordinance a specific organization to receive accommodation tax revenue. Instead, the revised ordinance uses the term "tourism entity," which is the language in state statute.
- **Fireworks MOU.** The proposal puts in writing the unofficial practices that have existed for years covering donations, costs, and logistics for the 4th of July event organized by the Chamber.
- **Porta-potty MOU.** The proposal clarifies in writing the existing, but unofficial, practices in which the Chamber reimburses the Town for portable restroom costs during the tourist season.
- **Credit cards.** The police chief asks that you authorize credit cards (\$800 limit each) for use by officers Thom Rossberger and Karl Williams when they travel for training.
- **Cascade cylinders.** The Fire Department is seeking to sell or donate 3 cascade cylinders, which store oxygen. The bottles no longer work with the department's SCBA equipment. The Town's purchasing policy requires Town Board approval to dispose of any Town-owned property.
- **Compensation resolution.** Please amend the Compensation Resolution for 2024 (Resolution #2023-1212D): For the EMT/EMRs Holiday Shifts language, add: "Paid from 6 p.m. the evening before to 6 a.m. the morning after." This will make the resolution consistent with past practice for on-call shifts. It means \$85/shift pay extends for 36 hours, not just 24.

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FEB 9 2024

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**TOWN OF LA POINTE
MADELINE ISLAND**

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

Feb. 8, 2024

To: Town Board

From: Michael Kuchta (Town Administrator), Ed Schaffer (Zoning Administrator)

Re: 647 Middle Road

The Town Plan Commission voted unanimously Feb. 7 that the Town Board support the recommendation by the Affordable Housing Advisory Committee to designate 647 Middle Road as the preferred Town-owned parcel for development of year-round, affordable workforce housing. TPC members said using the Middle Road parcel for housing would be consistent with several land-use goals, including enhancing and revitalizing a dilapidated property, promoting housing that can utilize existing infrastructure, and promoting connections to the sanitary sewer system. They noted the site is next door to the community garden and is accessible to town through walking or biking.

The Middle Road parcel (#014-00195-0400) is 11.5 acres; about half is cleared, the other half wooded. TPC members said it would be more consistent with the Comprehensive Plan to use a partially developed site with existing infrastructure. That makes the Middle Road site a better option in their minds than the Big Bay Road site near the Capser trailhead. The Capser location (which is the site currently designated for workforce housing development) would require cutting down several acres of trees and starting from scratch with infrastructure.

The Middle Road parcel is zoned W-2 Wilderness Preservation District. W-2 zoning requires a minimum parcel size of 5 acres. This is a low-density district that allows one primary dwelling and one accessory dwelling per parcel. If the parcel were split in two, the land would allow four single-household dwellings without any zoning modifications.

W-2 districts also allow planned unit developments under a conditional use permit. This type of conditional use could allow higher density, including multi-household dwellings, if development follows specific site requirements. This approach to development would be consistent with the framework of the 2024 Comprehensive Plan:

- The parcel has mixed-use designation in the Comprehensive Plan's future land use map. TPC members see higher-density housing as consistent with that designation.
- The Affordable Housing section of the Comprehensive Plan encourages the Town to "consider zoning modifications and other tools that can increase the viability of potential projects."
- The recommendations in the Comprehensive Plan that discuss density encourage the Town to "be open to innovative uses of higher-density development" in a half-dozen zoning districts including W-2, "if they are connected (or can be easily connected) to a sanitary sewer system."

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That section goes on to recommend: “The TPC should consider zoning modifications – especially for housing – that incorporate planned-unit principles, cluster concepts, or similar approaches that offset the potential visual and density impact by incorporating design and platting elements, such as significant setbacks and natural landscaping and siting.”

According to a property appraisal conducted for the Harbor Commission, the parcel has a 960-square-foot house, a garage, and a storage building. The site has electricity, propane, and a private well. The appraisal incorrectly states the site is connected to the public sewer system. However, the site is large enough and near enough to other dwellings that it seems feasible to develop a community well and a single, joint sewer lateral to the Sanitary District’s force main along Middle Road.

The housing committee is interested in rehabbing the house for immediate use, though it is unclear how practical that is without further inspection. The appraisal says the house has been vacant for several years and had mold issues in the past. The housing committee sees the site as being a possibility for a mix of single-household and multi-household rentals and ownership, perhaps as part of the newly established CheqBUILT community land trust.

The ferry line uses the site primarily for storage of dock timbers; a new location for those materials would be needed if the site is repurposed. Moving them to the Town shops on Big Bay Road is one possibility, though prep work there would be necessary.

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: Jan. 19-Feb. 8, 2024

1. Accomplished/Completed

- See below

2. Coming Up

- **Medallion hunt.** The Public Arts Committee's winter event is scheduled for Saturday Feb. 17-24. Clues will be posted on the Town website and around town.
- **Snow Snake.** Tribal competition is scheduled to begin at 8 a.m. Saturday Feb. 24 at Joni's Beach.

3. Town Board Agenda – Information/Comments

- See separate memo

4. Follow Up on Previous/Ongoing Projects

- **Airport.** The Bureau of Aeronautics hopes to have a "kickoff meeting" March 14 to discuss a Terminal Area Master Plan for renovation of the pilots' lounge and hangar. BOA wants to create a "stakeholder advisory committee"; ideas on how to select or appoint members are welcome.
- **Big Bay Town Park.** Compiled end-of-year reservations reports. See charts below on trends.
- **Hagen Road.** Cooper Engineering submitted final engineering plans to the state on Feb. 1. For cost reasons, the public works director and I approved 2 inches of asphalt (which is the same as County H), with a 12-inch base. The project is still on schedule to go out for bid on May 14, with construction potentially starting as soon as July 15.
- **Metasys.** After multiple rounds of phone calls and emails, Johnson Controls (the subcontractor) and Wendel (the project manager) finally are on the same page about who should pay for the delayed installation of the ESB building control system. It is not the Town.
- **Fire number signs.** Lange delivered posts and hardware for new fire number signs; they are at the Town shops. Ordered 139 street name signs from Decker for all public and private roads on the island; 3 additional "directional" signs will be ordered for selected T-intersections.
- **Rental ordinance.** The revised ordinance is posted on the website. The zoning administrator mailed updated renewal applications to 105 existing permit holders.
- **RV sanitary disposal site.** Sent a draft MOU that would allow the DNR, sanitary district, and Town to move the site to Town-owned land near the ESB/MRF, connect it to the sanitary sewer system, and begin charging users. We are waiting for a reply from the DNR.

5. Grant Report

- **Energy Committee:**
 - Ashland County filed a grant application with the federal EPA, seeking more than \$19 million to install 22 solar-powered microgrids (including 10 "community resilience hubs"), plus electric vehicle charging stations around the county. Their application includes a microgrid and resilience hub at La Pointe's ESB, plus four EV charging stations on the Island. The county expects to know by April if it is advancing in the competition.

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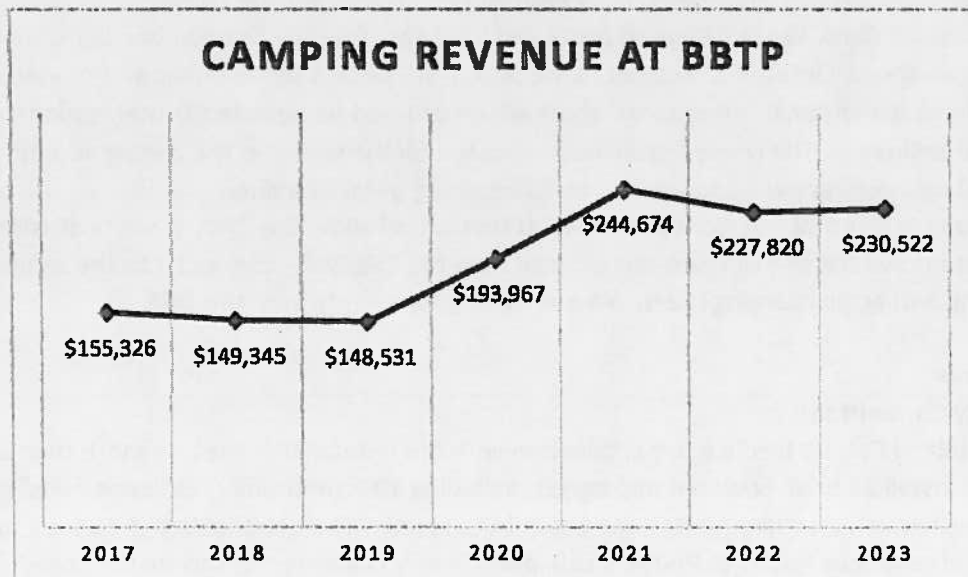
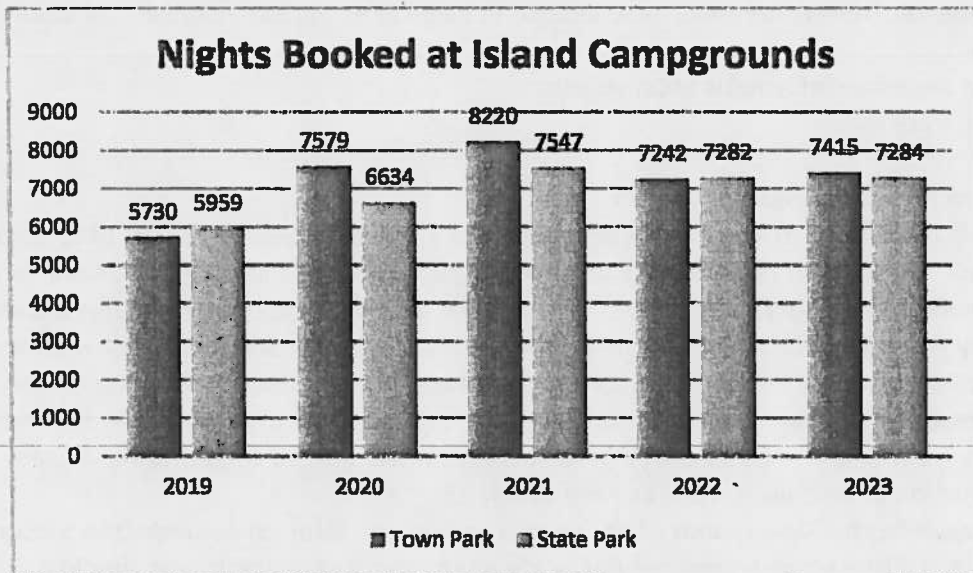
- The committee meets Feb. 16 to decide whether to submit the ESB microgrid proposal independently through the state’s Energy Innovation Grant Program. The Town has set aside \$50,000 for its share of the estimated \$277,000 project.

6. Lawsuits/Legal Issues

- **Ashland County.** Town attorneys filed initial briefs on Jan. 31 to the Wisconsin Tax Appeals Commission, seeking to overturn the Department of Revenue and shift a portion of the county’s law enforcement levy to the Town levy. Reply briefs are due on Feb. 29.

7. Other Information

- **Records requests.** Alex, Jamie and I fulfilled two separate records requests from John Carlson regarding police pay, overtime, and benefits in 2023.



January 2024 Public Works Report

Roads/Equipment/Airport

- The JD 772 grader wing was remounted once again due to snow forecast in the beginning of the month. The wing was dismantled in mid-November so grading could take place, after being put on for the Halloween snowfall.
- Plows were ready to go, and the crew had a medium crusty and icy plowing day on 1/6. The ground seemed to be freezing up well, and the dock, corners, and intersections were thoroughly sanded.
- The week of 1/8 was dry, and the crew spent considerable time on the northeast corner of the airport cleaning up and removing the downed trees from last summer's BOA required right-of-way clearing. This type of work can take place only when ground conditions are favorable, as most of the airport runway right-of-way is always very wet.
- The JD 410 loader backhoe was due for tires and had new road tires installed, as opposed to replacing the dirt tires that have always been on the machine. This makes the most sense, since the Town's JD 444 wheel loader does most of the dirt and gravel work, and the 410 drives all over the island roads for many varying tasks.
- Saturday 1/13 had high winds and blizzard conditions predicted. The entire crew was prepared and out plowing, but it wasn't a real blizzard after all. Thankfully, the winds did not cause any damage or power outages.
- Pete began working on a full brake repair job for the 1998 Ford Louisville dump truck. This will likely evolve into other repairs, as the truck has not been in the shop to have some real maintenance done for many years.

Parks

- The Rec Center bathrooms were finally closed for the season due to the cold temperatures, but the main rec room and utility room remained heated in hopes of a skating rink. Fire Department members flooded the rink area multiple times, the building was prepared to be used as a warming room, and a new LED floodlight was installed. Unfortunately, as this report is being written, it is sunny and 34 degrees, and the entire flooding process will likely have to take place again if there is to be a rink this season.
- Ray and I rehabbed the BBTP office, which has never been done, and was overdue for new paint and some furniture upgrades. This includes a few chairs and tables for the noticeable increase in certain campers working remotely around the office area while using the Park's wi-fi.

Misc./Admin

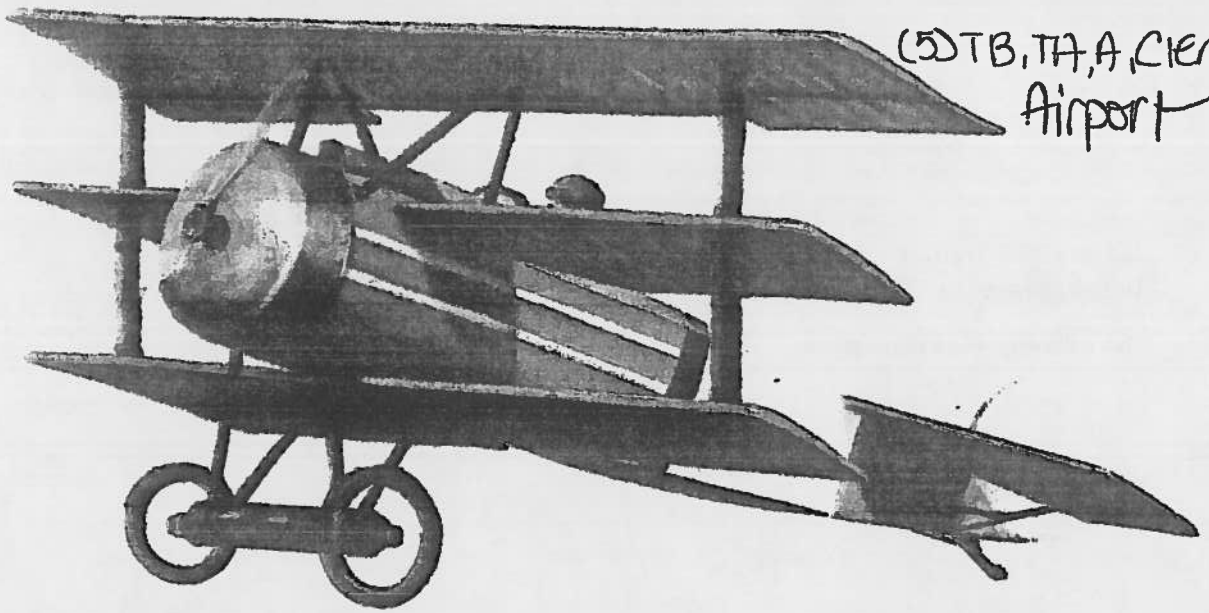
- County road load limits went into effect 1/26, which is unheard of in January.
- The entire crew spent multiple days thoroughly cleaning the Roads shop and SRE building.

Respectfully submitted,
Ben Schram,
Public Works Director

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FEB 7 2024

trial: dg



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

Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 02/01/2024

Re: Monthly report for January 2024

The weather computer crashed. DTN the firm that has the WI BOA contract shipped new and I set up. The following summary is now added to this cover sheet:

Drop box receipts:	\$0.00
Traffic, flight plan:	1
Traffic, sign in	2
NOTAMS	9

Traffic counts do not include touch and go and those who do not file and/or sign in which historically is many.

Attached are logs / checklists

Thanks !

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FEB 7 2024

Initial: cg

January 2025 Traffic count and revenue log / checklist
Drop box receipts \$ 0.00

The following filed flight plans :

01/10 N192AF

For additional traffic see sign in sheet(s)

01-12	Mack	VN 192 AF	Z/S	range	KSO
1-24	R. Bredt	N 3009M	1	P	KDYT

1/24 hz/1
 Sign in
 (1)

Internal Accounting Coordinator Report January 2024

2/2/2024

1. **Ehlers:**

- a. 1099s were processed and sent out via mail. Thankfully, Angie had online access to upload the files electronically to the IRS. The rules have changed, and we were unable to send them via post if we had more than 10. Around 30 1099s were mailed out.
- b. I am waiting to receive the bank statements so I can have Angie show me how to use Workhorse to reconcile and make any month-end adjustments. Moving forward, this is something that I will do instead of Angie, which will reduce costs to the Town.

2. **Audit – Baker Tilly:**

- a. The virtual audit started in early January. It was a long process to gather the requested documents, along with follow-up questions.
- b. Michael and I had a meeting with Vanessa to discuss Workhorse software and the possibility of moving to QuickBooks or a different accounting software. This prompted a second virtual meeting between Vanessa and I to work through known errors within Workhorse accounts.
- c. Vanessa and I had a three-and-a-half-hour virtual meeting (as stated above) to go over the accounts. This was to help alleviate the in-person audit and get known errors cleaned up before then. It was also helpful for me to have one-on-one time with her to better understand the flow of funds and why to use (or not use) certain accounts. It was a great training session and very valuable, although it gave me lots of to-dos.

3. **Airport Grants:**

- a. I sent in a reimbursement request for the airport CARES grant that the Town was awarded during COVID. The CARES grant award was \$20,000. I am waiting to hear back if the documentation I submitted is enough.

4. **Miscellaneous:**

- a. Airport hangar and industrial lot lease billings were sent out, totaling \$39,955.78.
- b. The 2023 Quarter 4 County H bill for labor and materials was sent to Ashland County Highway Dept. for \$3,214.35.
- c. I am looking forward to a new year, becoming more familiar with the monthly to-dos, and all of the transactions in Workhorse being familiar to me in 2024!

Respectfully submitted,

Lauren Burtaux

Internal Accounting Coordinator

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FEB 7 2024

Initial: cb



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

MADELINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

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

To: Town Board
From: William Defoe
Date: 1/30/2024
Re: Monthly Police Report for February

During the month of ~~December 2023~~ ^{January 2024}, the La Pointe Police issued the following:

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

I Cannot say that we are not enjoying the warmer temperatures this year, but will again miss an ice road. This has been a typical month for call volume, Ashland County (at least in the system) received no calls for the island this month and did not hold any over. Calls included an open door that was found on a cabin, an intoxicated driver, a one vehicle crash with damage, a vehicle in the ditch and several traffic stops.

I partook in a combination Wisconsin Police Chiefs and Badger Sheriff association Legislative Advocacy Day at the State Capital. We spoke wo legislators about increasing training reimbursements, establishing a regional crisis center for chapter 51 commitments, to allow recoupment of redaction costs when it comes to videos, allowing WRS annuitants more hours per month.

In conjunction with the legislative advocacy, I was able to hand out a flier made by our Town Admin to Legislators as well that outlines our issues with providing affordable law enforcement on the island and lack of service from the Sheriff's Office/County. Our local Legislators seemed interested in trying to find ways to try to remedy the situation.

By the time you receive this, I will have attended training with the Wisconsin Police Leadership Foundation, which is the annual training I attend.

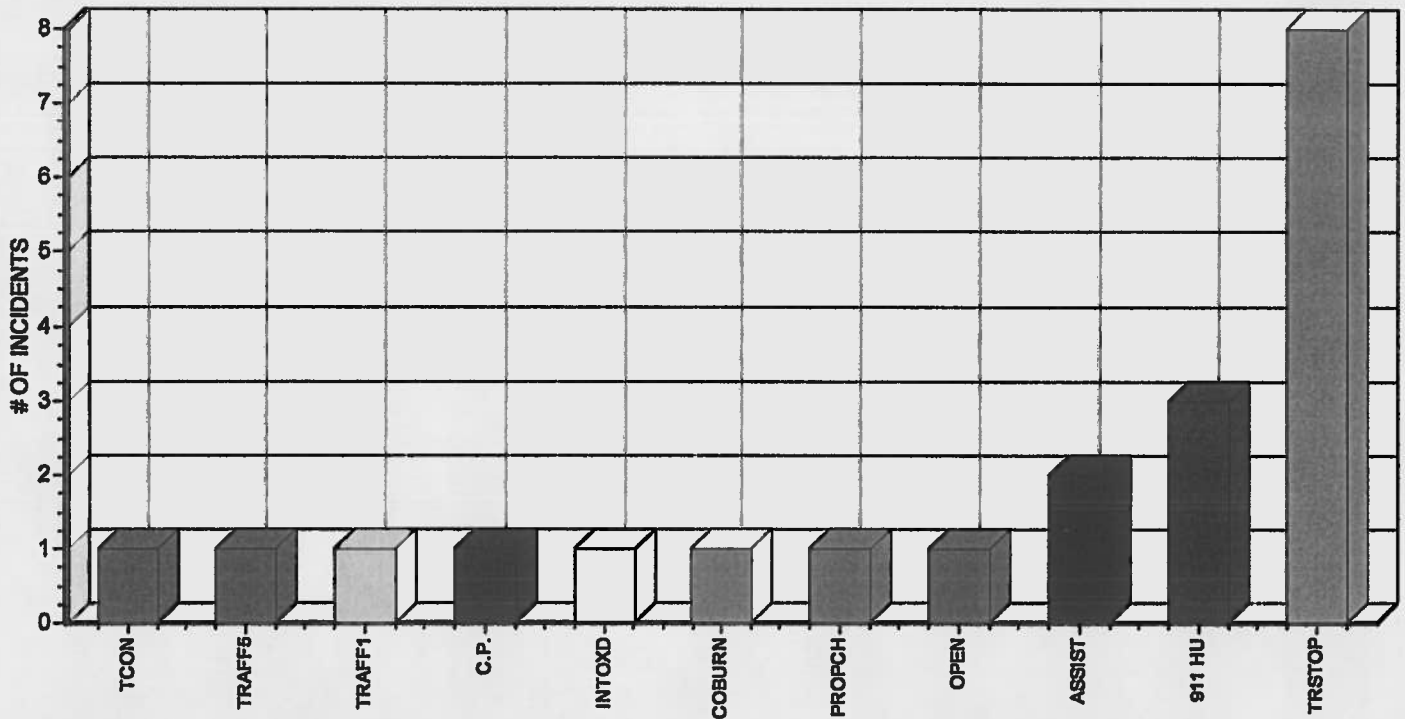
We are working with all the officers in training opportunities that are coming up.

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

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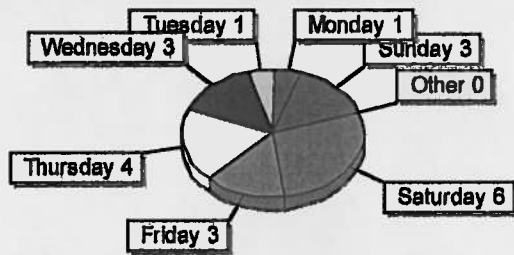
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Incident Frequency by TYPE (Top 11 of 11 Shown) (Using DATE RECD)



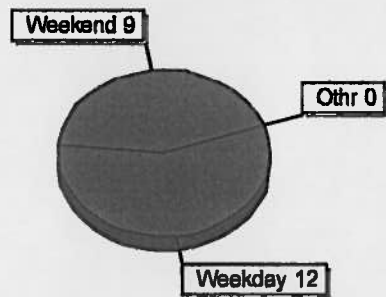
TCON	1	TRAFF6	1	TRAFF1	1	C.P.	1	INTOXD	1	COBURN	1	PROPCH	1	OPEN	1
ASSIST	2	911 HU	3	TRSTOP	8										

By Day of Week



Sunday	14.29 %	Monday	4.76 %
Tuesday	4.76 %	Wednesday	14.29 %
Thursday	19.05 %	Friday	14.29 %
Saturday	28.57 %	Other	0 %

Weekday vs Weekend



Weekend	42.86 %	Weekday	57.14 %
Oth	0 %		

Search Criteria: (LOGNUM >= 'A4-24-00001')
 (LOGNUM <= 'A4-24-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('1/1/2024','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('1/31/2024','MM/DD/YYYY'))

**Fire Department
January 2024**

Calls

- Smoke in house, 1/16 (25 fire fighters responded)
- Car accident, 1/20 (8 fire fighters responded)

Training meeting

- Size-up, 1/3 (on-the-scene reporting standards, familiarity with Island roads and building conditions) Attendance: 19 members (3 excused absences, 7 non-excused)

Other meetings

- Planning, 1/17 (non-mandatory): 8 members present
- Apparatus, 1/25 (non-mandatory): 1 member present

Special task/training

- 1/14 (6 members)
- 1/16 (2 members)
- 1/17 (2 members)
- 1/18 (2 members)

Be safe.
Chief Reichkitzer

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FEB 12 2024

dg

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

Letters from MRFY - It's NOT REAL CHOCOLATE!!!

There are mornings at the MRF, where the thin line of the morning light illuminates our little facility in a nightmarish blue. It's beautiful. My little junk yard dog, Annie, hops out of my car and makes haste toward the birdfeeder in hopes of catching some wayward mouse nibbling on fallen seeds while I make haste toward the office for coffee and donuts.



I remember this past summer, during one of the many raids on our office candy dish, I told one of the teenagers that we were trying something new. The candy they were shoving in their mouth was 85% post-consumer cardboard finely ground and mixed with cacao and sugar, and only 15% of it was actual chocolate. There was a long standoff; eyes fixed into each other, peering into the deepest parts of my soul to see if I was telling the truth. The initial response was to spit the chocolate into their hand, which prompted a huge smile from me. The jig was up. I laughed a hearty laugh and handed them another saying: "I was kidding." They laughed uncomfortably and reached for the chocolate, which I promptly followed up with a "...or was I?" We laughed uncomfortably again. I'm not sure they ever ate the

chocolate.

Spring is here ... in January. Scary. The deer love it but the Earth needs some time to sleep under its winter blanket of snow. Plus, there are other considerations: namely Snowsnake or shoshimon in the Ojibway vernacular or "Slipping sticks". How will we throw snowsnakes without snow? During the early part of this winter, it looked great. In fact, we had a snowsnake track built and had some throwing going



on. We even had a documentary crew here learning about all things MRF and Snowsnakes. Fingers crossed for just the right amount of snow at just the right time.

For the month of January, we baled 2,300 lbs of paper, 1,076 lbs of cardboard, 830 lbs of tin. Michael hauled 9.67 tons of dem-con and 11.5 tons of solid waste, as well as 6,620 lbs of

tires and 12,000 lbs of scrap metal. Michael and I prepped cars and truck to haul and, once Evan smashed them down, he ended up hauling over 19.06 tons of scrap autos and brought home a check for \$2,860.50. I also ended up bringing over \$200 worth of catalytic converters as well as a load of microwaves and appliances.

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JAN 31 2024

Initial: dg

We have also started processing the reminder of the cars and trucks to be hauled over by the end of February. Prices seem to be holding steady. Our glass crusher is on the fritz and will work on repairs for this as well as ordering the trusses for the new storage facility. All in all, we are charging ahead with the priorities in order to hit the summer in full stride.



As always, thank you for your continued support.

BE MRF-TASTIC.

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

Zoning Report 1/31/2024

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

ZONING REPORT 1/31/2024

Building/Land Use Permits

	2024		2023	
	Value	Number	Value	Number
County	\$500.00	1	\$400.00	2
Town	<u>\$438.30</u>	<u>2</u>	<u>\$520.00</u>	<u>3</u>
Total	\$938.30	1	\$920.00	5

Town Revenue (2024 to date) Town Revenue (through 1/31/2023)

	2024 to date		through 1/31/2023
Permits	\$438.30	Permits	\$520.00
Variance	0	Variance	0
CSM	0	CSM	0
Special exception	0		
CUP	<u>0</u>	CUP	<u>0</u>
Total	\$438.30	Total	\$520.00

Short-Term Rental Permits

Source	2023 (total)		2022 (total)	
	Permits	Revenue	Permits	Revenue
Rentals by owner	77	\$13,825.00	71	\$12,900.00
Madeline Island Vacations	51	\$8,925.00	49	\$7,200.00
The Inn on Madeline Island	<u>29</u>	<u>\$5,075.00</u>	<u>29</u>	<u>\$4,650.00</u>
Total rental properties	157	\$27,825.00	149	\$24,750.00

I have not started processing Permits for 2024, pending approval of the Rental Ordinance.

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

I also had a discussion with a homeowner in late December about getting a rental permit. He wanted a 2023 permit so he could rent this winter. The permit was mailed out before the new schedule of fees took effect, so applicant was charged last year's rates. A permit was issued.

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Initial: df

Zoning Report 1/31/2024

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

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	Parcel number 014	PROJECT TYPE	TOWN FEE	COUNTY FEE
1/16/2024			2024-01	Greg Nelson		Miller Farm Rd	00205-0100	Driveway	\$ 75.00	
1/31/2024		9242	2024-02	Marsha Harbin	2605	Schoolhouse Rd.	00020-0200	Dwelling	\$ 363.30	\$ 500.00

The first phase of fire numbers has been ordered and will start being installed this spring. The numbering of individual units will be the second phase.

I continue working with the TA on the revisions to the Ordinance to Regulate Rental Properties. Also have weekly meetings working on the Zoning Ordinance.

Have had correspondence with James Price regarding unresolved UDC permit issues.

Worked with TA and PW on ordering Road Name Signs.

Evan Erickson inquired about the possibility of building long-term rental units on his property.

Ed Schaffer

Submitted 2/6/24

(5) TB, TA, H, Clerk, Podlic

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the "Assignment") is made this _____ day of _____, 2024, by and between Madeline Island Ferry Line, Inc, a closely held for-profit Wisconsin corporation, P.O. Box 66, La Pointe, WI 54850 (hereinafter "Assignor"), and the Board of Harbor Commissioners for the Town of La Pointe, P.O. Box 270, La Pointe, WI 54850 (hereinafter "Assignee"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor, as "Lessee" is a party to a "Dock Lease Between Town of La Pointe and Madeline Island Ferry Line, Inc.," dated December 16, 2013, between the Town of La Pointe (hereinafter the "Town") and Assignor, which is hereinafter referred to as the "Lease," is attached hereto as Exhibit A, and incorporated herein as though fully set forth;

WHEREAS, the Town has created the Board of Harbor Commissioners for the Town of La Pointe, which entity is in the process of acquiring all of the assets of the Assignor;

WHEREAS, Assignor wishes to assign all of its rights, title, and interest in the Lease to Assignee;

WHEREAS, Assignee wishes to accept all of Assignor's rights, titles, and interests in the Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which both Parties acknowledge, the Parties hereby agree as follows:

1. **Effective Date.** For all purposes under this Assignment, the term "Effective Date" shall mean the date set forth above.
2. **Assignment.** Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's rights, title, and interest under and to the Lease.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Lease to be performed on the part of the Assignor and assumes all of the liabilities and obligations under the Lease arising or accruing on or after the Effective Date, including, without limitation, the due performance of all terms, covenants, and conditions of the Lessee pursuant to the Lease.
4. **Indemnification.** Assignee agrees to indemnify and save harmless Assignor from and against all claims of whatever nature arising from any act

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FEB 8 2024

Initial: dg

omission, or negligence of Assignee, or Assignee's officers, employees, agents, servant, licensee, invitee or contractors, arising from any accident, injury or damage whatsoever caused to any person or to the property of any person during the term or any extension hereof in the leased premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.
6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and sealed by their duly authorized representative on this _____ day of _____, 2024.

MADELINE ISLAND FERRY LINE, INC., ASSIGNOR

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

BOARD OF HARBOR COMMISSIONERS FOR THE TOWN OF LA POINTE, ASSIGNEE

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

LANDLORD ACKNOWLEDGMENT AND CONSENT

The Town of La Pointe, P.O. Box 270, La Pointe, WI 54850, does hereby acknowledge and consent to the assignment and transfer set forth above, effective as of the date first written above.

(Signatures on following page)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

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

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 1st day of February, 2024 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

Island Septic LLC; 461 Mondamin Trail, La Pointe, WI 54850; 715-747-8085/715-209-6399; islandseptic@hotmail.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 #4. The term of this lease shall be for a maximum period of ten (10) years, commencing on Feb. 1, 2024 and ending on December 31, 2033. If not renewing the lease, Lessee can request an extension of the current lease of up to 120 days from the end of lease if the request is made prior to the termination date. If Lessee requests an extension, Lessee shall pay fifty percent (50%) of the rental charge stated in Section 2.
2. **RATE.** The Lessee agrees to pay the rental charge per lot for the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.
3. **USE OF LEASED PREMISES.**
 - A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial District. Despite the lack of any such obligation, the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.

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

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

- D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
 - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.
6. **HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.
7. **CERTIFICATE OF INSURANCE**
- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
 - B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
 - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. MAINTENANCE AND PROTECTION

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

10. DEFAULT.

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

- B. If the Lessee shall leave any property on the premises for more than thirty (30) days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary. This is in addition to any other remedy Lessor has available under Wisconsin law.
- D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.

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

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

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

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

Lessee

TOWN OF LA POINTE, Lessor

By: _____

By: _____

Town Chairperson

Date: _____

Date: _____

Attest: _____

Town Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF LA POINTE
AND MADELINE ISLAND CHAMBER OF COMMERCE
PORTABLE TOILETS**

WHEREAS, the Madeline Island Chamber of Commerce ("Chamber") serves as the designated tourism entity in La Pointe and, as such, receives disbursements from the room accommodation tax collected by the Town of La Pointe ("Town"),

AND WHEREAS, the Town provides a number of portable toilets for the benefit of residents and visitors,

AND WHEREAS, the Chamber recognizes the value these facilities provide tourists and businesses in La Pointe,

NOW, THEREFORE,

The Chamber will:

- Reimburse the Town on a timely basis for documented cleanout, recharge and cleaning fees that the Town's contracted septic vendor charges for maintenance of portable toilet units installed by the Town
- Reimburse the Town on a timely basis for documented sanitary district disposal fees that the contracted septic vendor incurs in servicing the Town's portable toilet units

The Town will:

- Send the Chamber at least quarterly any invoices and/or other documentation of fees for which the Town seeks reimbursement
- Supply the Chamber the Contract for Services that the Town signs with its septic vendor,

This agreement will remain in place until June 30, 2026, which is the expiration date of the Town's Contract for Services with its septic vendor. This agreement may be modified during that time only if both parties agree to changes in writing.

Town Board Chair

Chamber of Commerce Executive Director

Date

Date

Attest:

Town Clerk

Date

RECEIVED

FEB 7 2024

Initial: dg

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

**MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF LA POINTE
AND MADELINE ISLAND CHAMBER OF COMMERCE
FOURTH OF JULY FIREWORKS**

WHEREAS, Madeline Island has a long history of celebrating the Fourth of July with a fireworks display,

AND WHEREAS, The Town of La Pointe ("Town") and Madeline Island Chamber of Commerce ("Chamber") are partnering to provide a fireworks display at the Madeline Island Fourth of July celebration each year,

AND WHEREAS, Funding for this celebration comes exclusively from private donations,

AND WHEREAS, Donors are more likely to donate if their contribution is tax deductible;

NOW, THEREFORE,

The Town will:

- Maintain a designated account for the purposes of collecting donations to cover the cost of a fireworks display and the work associated with it
- Promptly deposit donated funds into the account designated for fireworks purposes
- Disburse funds in a timely fashion when requested by the Chamber's Executive Director
- Carry over any funds remaining from the current year's celebrations

The Chamber will:

- Obtain a Special Events Permit for the display (fee waived), and publicize the celebration
- Contract with the fireworks operator and other vendors, submit contracts in advance for Town Board approval and signatures, and inform Town departments of key logistics
- Manage the fireworks operator and other vendors
- Accept donations; submit collected funds and invoices to the Town in a timely fashion
- Track donors and amounts donated; thank donors as needed

This agreement will remain in place until such time as one party submits in writing a request to terminate the arrangement as described above, or both parties agree in writing to modify the arrangements.

Town Board Chair

Chamber of Commerce Executive Director

Date

Date

Attest:

Town Clerk

Date

RECEIVED

FEB 7 2024

Initial: clg

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.

RECEIVED

FEB 7 2024

da

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

**BUILDING(S), FIXTURE(S),
AND/OR IMPROVEMENT(S)
DOCUMENT**
(Wis. Stat. § 70.17(3))

THIS DOCUMENT, made between TOWN OF LA POINTE, ASHLAND COUNTY,
WISCONSIN
("Grantor" whether one or more), and L & F LAND MANAGEMENT

("Grantee" whether one or more). Grantor, for valuable consideration, hereby conveys to Grantee the following building(s), fixture(s), and/or improvement(s) on leased lands, exempt lands, forest croplands or managed forest lands, as identified under Wis. Stat. §70.17(3):

SEE APPENDIX A

Name and Return Address
TOWN OF LA POINTE
PQ BOX 270
LA POINTE, WI 54850

It is the intention of the Grantor/Grantee that the Land underlying the Building(s), Fixture(s), and/or Improvement(s) IS NOT Included on this Document.

Parcel Identification Number(s) (PIN) for Real Property on which the Building(s), Fixture(s), and/or Improvement(s) are located:
01-00110-2201

This document is being recorded to:

Parcel Identification Number(s) (PIN) for Building(s), Fixture(s), and/or Improvement(s) (if already created):

- Create a new PIN for the above described Building(s), Fixture(s), and/or Improvement(s)
- Transfer the above described Building(s), Fixture(s), and/or Improvement(s)
- Other _____

This IS NOT homestead property (is) (is not)

Dated _____

Grantor(s):

* _____ (SEAL)
* MICHAEL KUCHTA, LA POINTE TOWN ADMINISTRATOR

* _____ (SEAL)

* _____ (SEAL)

* _____ (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN)

Authenticated on _____

) SS.

ASHLAND COUNTY)

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
Authorized by Wis. Stat. 706.06)

Personally came before me on _____
the above-named MICHAEL KUCHTA

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
MICHAEL KUCHTA

* DORGENE GOETSCH
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 1/12/28)
(Signatures may be authenticated or acknowledged. Both are not necessary.)

RECEIVED
FEB 7 2024
dg

APPENDIX A

HANGAR 1A

A Building including all Taxable Fixtures and/or Improvements also known as Airplane Hanger 1A, which is located in the SE ¼ of the SE ¼ of Section 20, T. 50 N., R. 3 W., in the Town of La Pointe, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at a 1-1/4" iron pipe at the SE corner of said Section 20 and run N 89°33'19" W, 626.48 feet on the south line of said Section 20. Thence leaving said south line,

N 00°26'42" E, 58.66 feet to the SE corner of Lot 1 of Ashland County Certified Survey Map No. 684, recorded in Volume 4 of CSM on Page 276. Thence on the southeasterly line of said Lot 1, N 42°30'00" E, 221.06 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

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

Thence N 42°30'00" E, 90.00 feet.

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

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

Said parcel contains 7,919 square feet.

SAMPLE

Piledriving – Marine Construction – Sand & Gravel
Sewer & Water – Concrete Ready-Mix

(5) TB, TA, A, Clerk, P.O.
PWO

NELSON

Construction Company of La Pointe, Inc.

PO Box 5, La Pointe, WI 54850

Phone: 715-747-3300

Fax: 715-747-5000

Email: nelsonco@cheqnet.net

January 12, 2024

Glenn Carlson, Town Chairperson
Town of La Pointe
P.O. Box 270
La Pointe, WI 54850

Re: ICE ROAD 2023-24 SEASON

Dear Chairman Glenn Carlson,

Below are our rates for the 2023-24 season, if needed, for plowing the ice road and maintaining the approaches:

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Man and snowmobile (checking the ice)	\$ 65.00 per hour	\$ 97.50 per hour
Man and Vehicle (checking ice/or placing signs)	\$ 75.00 per hour	\$112.50 per hour
Pick-up, snowplow, and operator	\$ 80.00 per hour	\$120.00 per hour
Pick-up, V-snowplow, and operator	\$ 90.00 per hour	\$135.00 per hour
Kubota Snow Blower and operator	\$110.00 per hour*	\$165.00 per hour
650 John Deere Dozer and operator	\$135.00 per hour	\$202.50 per hour
624 H John Deere Loader and operator	\$135.00 per hour	\$202.50 per hour
Pick-up, man & auger – flooding	\$ 65.00 per hour	\$ 97.50 per hour
135 John Deere Backhoe and operator	\$150.00 per hour	\$225.00 per hour
Labor only	\$ 60.00 per hour*	\$ 90.00 per hour

Note: There are no price increases for 2023-24.

No heavy equipment will go on the ice unless it is authorized by the Town of La Pointe, and the Town has insurance on that piece of equipment for damage and/or loss.

Please send a letter from the Town Board authorizing Nelson Construction Co. of La Pointe, Inc. to plow the ice road and maintain the winter approaches as in the past, at the above hourly rates.

If you have any questions, please feel free to call or write.

Sincerely,

Arnie Nelson

CC: Aimee Baxter, Supervisor
Sue Brenna, Supervisor
Alex Smith, Town Clerk

Mike Anderson, Supervisor
Samantha Dobson, Supervisor
Ben Schram, Town Foreman

RECEIVED

FEB 7 2024

Initial: dg

(5) TB, TA, A, Clerk, PD, PWD, PUBLIC
(original in purple folder)

Revised

SPECIAL EVENT PERMIT

FILE NUMBER _____

Organization/Sponsor(s) of Event: Ashland Area Chamber of Commerce

Contact: Mary McPhetridge
(First Name) (Last Name)

Address: PO BOX 742 1716 W. Lakeshore Dr

Ashland WI 54806 Phone: 715.682.2500
(City) (State) (Zip Code)

E-mail address: info@visitasland.com

Date(s) Requested: June 15th 2024 June 15th, 2024

Mapped route (if any): INCLUDED

Description of event: 16th Annual Apostle Islands Online Marathon

I/We have read the attached §347-12 Special Event Ordinance and agree to abide by said ordinance. I/We agree to pay for the cost incurred by the Town for the event (50% of anticipated costs due with permit application, remainder due after event once costs are totaled):

Mary McPhetridge Signature Date: January 25, 2024

pd. \$1,000⁰⁰ ch# 25588 Received by: D. Goetsch Date: 1-31-24
Amount Paid: \$ _____ Received by: _____ Date: _____
Amount Refunded: _____ Date: _____

THIS PERMIT WILL BE VALID ONLY FOR: _____ TO _____
(Start Date & Time) (End Date & Time)
Approved by Town Clerk: _____ (Date)
(Signature of Town Clerk/Deputy Clerk)

Permit: \$150.00 Deposit: \$100.00 Fees approved by Town Board December 12, 2023 for 2024
(Please pay with 2 separate checks.)

RECEIVED
JAN 31 2024
Initial: ck-mail
w/ ch # 25588
\$ 1,000 - Special Event Permit

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
January 16th, 2024
5:00 PM AT TOWN HALL**

Revised Draft Minutes

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

Staff Present: Town Administrator Michael Kuchta, Zoning Administrator Ed Schaffer, Town Clerk Alex Smith, Airport Director Paul Wilharm

Public Present: Michael Collins, Paul Brummer, Charley Brummer, Jim Peters, Lauren Schuppe, Clayton Douglas, Mike Caswell (via zoom), Sandy Caswell (via zoom), Molly O'Brien (via zoom), Dale Whittaker (via zoom), Dan Bartholomay (via zoom), Pete Ross (via zoom), Kyra Bingham (via zoom), Alex Nelson (via zoom)

I. Call to Order: at 5:00pm, all town board members present.

Glenn Carlson asked the public if there were any public comments.

Paul Brummer stated his opposition to any sort of expansion to a mixed-use zone or C1 zone on the Middle Road, to keep it low density.

II. Discussion among supervisors of Rental Ordinance

Aimée Baxter mentioned agreeing with Jim Peters' recommendation of eliminating multiday rentals.

Sue Brenna asked for clarification on page 10 item I: "All premises shall be supervised by the owner, manager, or authorized agent while occupied", which means every single premise must be checked while occupied. This could result in people needing to be hired. Sue stated this item should be removed.

Ed Schaffer clarified that the rental owner needs to be available if an issue were to arise. Sue stated that the statement was already in the Ordinance, thus this sentence should be removed to avoid confusion.

Sue Brenna asked for clarification on the definition of tiny houses, if a tiny house has to be on a permanent foundation and should that be a requirement. Once it goes on a foundation, does it go on the tax roll?

Ed Schaffer clarified that the tiny house definition is in the Rental Ordinance to encourage people to build tiny houses. A moveable home is not considered a tiny house, but rather a mobile home.

Sue stated that tiny houses should not be required to have a permanent foundation, but they can be based on her research.

Samantha Dobson brought up the passing to future generations and asked if there is a way to word it where it's not limiting to one generation versus multiple generations without being something in perpetuity.

Glenn clarified that the current language allows multiple generations. "The property does not change hands except for a one-time transfer to a child, children, or a transfer that is not subject to a transfer tax." To keep the grandfathering in, they would have a one-shot sale opportunity to sell to a child, but their descendants would have multiple opportunities to pass it on without selling, essentially passing it down to a child without selling. The intent is to not have a barrier to family legacy property continuing to be passed on if there's not a bona fide sale.

Mike Anderson agreed with Aimée, eliminating 3.4 multiday rental and, if we did that, we would also eliminate #11 on the next page. If we don't eliminate 3.4, then we should definitely eliminate #11. Property owners could get a permit not subject to the cap, if they are grandfathered in.

Glenn clarified that #11 deals with property owners who don't have a permit yet, they essentially just have a dwelling that they have not rented out. This gives them 10 years to get a permit, if they want to at some point in the future rent out their property.

Mike Anderson mentioned 3.5 making the minimum rental a 2-day requirement. People wanting to rent anything for less than 2 days would have the option to stay in the motel/inn.

Glenn suggested changing all rentals except the commercial district to a 2-day minimum to make everything consistent.

Mike Anderson suggested on page 18 under section 4 of Events eliminating #2, "Events are allowed without an event permit at all rental dwellings holding a long-term rental permit."

Sue Brenna asked on page 22 section 5.4 under violation B, "Three (3) or more legitimate calls initiated by non-renters for zoning, police, fire, or health department services for nuisance activities or other incidents within a twelve (12) month period", how is this enforced and is there calls enough?

The town board clarified that this should be specified to daily and short-term rentals.

The property owner needs to be contacted every single time a legitimate call is made for nuisance activities or incidents on their property.

Aimée Baxter wanted to confirm that holding tank notice could be added on page 13.

Samantha Dobson raised a concern about displaying permit number on rental sites and if wording could be changed that moving forward to providing the rental permit number, but if documents for rental properties have already been printed to have some leeway to avoid getting reported for withholding information. However, anything online should have a rental permit number.

Mike Anderson commented that rental owners should have a landline if the property does not have great phone service, but not a necessity for all rental properties. This could be a hard thing to enforce.

Glenn Carlson suggested on page 20 item 4 to remove everything between violates and of, making the sentence state "Any person who violates any provision of this section may be found in violation of this ordinance."

Glenn agreed with Clayton Douglas that requiring rental properties to have the Town of La Pointed listed as an additional insured could be an overreach and ultimately take time and more effort dealing with the paperwork.

Michael Kuchta repeated to the town board that it is your decision, but the town's insurance carrier recommends the town require rental properties adding the town as an additional insured. It would be a 5-minute phone call to the insurance agency to issue a standard Certificate of Insurance with no cost.

The Town Board came to a consensus for the Town Administrator to ask the lawyers if it is important to keep the addition of adding the town as an additional insurance to rental properties.

Glenn stated that if it is already a high occupancy rental and an addition is made, this should not affect their grandfathered status.

This Rental Ordinance will be reviewed each year in November for the rental cap.

III. Discussion among supervisors of expanding Town Plan Commission

a. Potential scheduling of public hearing

In order to expand the Town Plan Commission, the TPC has to be the group that calls a public hearing. Glenn stated his reasoning behind the expansion, he states that the TPC was under the impression that in order to be a member of the TPC a person was required to be a year-round resident. Glenn says that legally this is not the case, you have to be an elector not a year-round resident. We have been systematically keeping people off the TPC who were seasonal residents. The TPC could broaden the scope to town electors and interested candidates. The town board suggested the TPC considers holding a public hearing regarding expanding the TPC from 5 to 7 members or appointing members when a seasonal town elector shows interest in being part of the TPC.

IV. Discussion with townspeople of Comprehensive Plan and maps

Glenn thanked the Comprehensive Plan Steering Committee, the Town Plan Commission, and Town Administrator for their work on the Comprehensive Plan.

Paul Brummer reiterated his opposition to the expansion of C1 zone or creation of a mixed-use zone along Middle Road, the vast majority of respondents in the survey did not want to expand commercial activity outside the existing C1 zone.

Any sizable business activity is supposed to take place in the commercial core, which is Zone C1. The Comp Plan should reflect the communities' priorities, page 61. As your constituent I ask that you keep Middle Road zoned W2 low density. Furthermore, the

new Comp Plan should also state that zoning conflicts should be avoided, as was stated in the previous plan.

Glenn stated the future proposed land use map has greatly shrunk. He asked Paul Brummer if this was not far enough.

Paul Brummer answered that the land use map goes too far. He states there should not be any mixed-use, that there is a difference between C1 and mixed-use.

Lauren Schuppe wanted to give awareness that the library received a \$8,000 donation last spring in grant money to further explore the idea of a community center. She states that this money has not been used and is still available until April 2024. When looking at the Comp Plan topics, the library has monetary support to contribute. She suggested once this plan is approved, to consider creating another committee to carry that concept using these donated funds.

The town board will consider adopting the Comp Plan and maps and the next meeting.

V. Public Comment

Paul Brummer made a few public comments regarding the TPC members, Zoning Ordinance, and "Events" in the Rental Ordinance. Please see attached.

Jim Peters mentioned the change of rental permit date being a good thing, no limit on long-term and short-term rental permits, and grandfathering high-occupancy short-term rental holders is a good thing. He agrees with Aimée's suggestion to include info the holding tanks. He stated the two changes that will help the Rental Ordinance are removing multiday and require all daily rentals to be for a minimum of 2 days.

VI. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:52pm

Submitted by Town Clerk, Alex Smith.

· Increase TPC from 5 to 7 members

- 1) What is the impetus for this? Who wants to be on the TPC? Those questions were never answered last week - I guess I will have to see who gets appointed to find out
- 2) Has anyone ever read the zoning ordinance? You do realize you can't change the ordinance w/o a public hearing? More amazing - the chair entertained a motion to change the zoning on a voice vote, that evening, wasn't the chair on the Board of Appeals? Shouldn't he have read the zoning ordinance? I will offer to read to the Town Board the entire zoning ordinance (and they can follow along) so then you can say that you read the ordinance - bring coffee, carbonated soda, or get an Rx for Ritalin/Adderall.
- 3) Get "Events" out of the Rental ordinance - they should only be allowed in the C-1 zone.
- 4) Is Clayton Douglas the 6th Town Board member? Does anyone else have a say? Would you even listen to them?
Paul Brunner
Read at 1-16-24 special
Town Board meeting

1) Still opposed to expansion of the C-1 zone or creation of a "mixed-use" zone along Middle Road - the vast majority of the respondents don't want to expand commercial activity outside the existing C-1 zone (page 48 of Comp. plan), any sizeable business activity is supposed to take place in the Commercial Core (C-1 zone) (page 47), and a majority of respondents oppose commercial activities outside the existing commercial zone (page 61). The comp. plan should reflect the community's priorities (page 11) - not an investor's or developer's monetary gain. As your CONSTITUENT I request that you keep Middle Road zoned W-2 (low density).

2) The new comp plan should also state that zoning conflicts should be avoided just as it was stated in previous plans.

Read at
1-16-24 T.B. special meeting
Paul Brummer

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
TUESDAY FEBRUARY 6TH, 2024
5:00 PM AT TOWN HALL
Revised Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Mike Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Samantha Dobson

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

Public Present: Paul Brummer, Charley Brummer, Clair Douglas, Clayton Douglas, Michael Collins, Michael Childers, Jim Peters

I. Call to Order: at 5:00pm.

II. Public Comment A*

Paul Brummer commented on the Rental Ordinance in regard to the opposition of the event section and dormitory section. Please see attached document.

Clayton Douglas agreed with Paul Brummer that the Rental Ordinance needs some work. He commented that after it went to the town's attorney, that there are still some problems with the current Rental draft. He stated that the high occupancy directly affects their rental properties.

Clayton Douglas also mentioned the winter surcharge on the ferry being an excessive tax.

Charley Brummer stated that with any new draft of the Rental Ordinance there is less and less accountability. He mentioned his concerns with the event section and the dormitory section. He encourages the Town Board to hold another public hearing.

Ed Schaffer commented that the Rental Ordinance has come a long way, and a great job was done on the current draft. He stated the event section in the draft will give the ability to enforce current event venues to be in legal compliance.

III. Rental Ordinance:

Mike Anderson asked for clarification on why there is a deadline to approve the Rental Ordinance.

Glenn Carlson clarified that the Zoning Administrator will soon need to send out permit notices to all of the rental permit holders, including new guidelines and an application for renewal.

Mike Anderson: Is there are way to approve the sections needed for the Zoning Administrator to send out the permit notices to rental owners without approving the whole Ordinance?

Glenn Carlson clarified that there is not a lot you can pull without removing the whole Ordinance, possibly defer high occupancy and event sections.

Aimee Baxter states that dormitories are defined in the beginning of the Ordinance, stating dormitories are for staff and students.

Sue Brenna: Are the current dormitories adding it to the tuition?

Glenn Carlson clarified that dormitory charges currently are itemized separately or included in tuition.

Michael Kuchta clarified section 3.6 A states what is defined as renting for dormitories. It clarifies that whether the dormitory does a separate fee or includes it with tuition it is considered renting. This section was added by the town's attorney.

Aimee Baxter: What if we approve everything but section 4 "Events"?

Ed Schaffer stated that if the events section is not approved, rental owners will not be required to comply with event laws, therefore as the Zoning Administrator he would have to enforce the previous ordinance.

Michael Kuchta stated that the discussion of the Rental Ordinance has been going on for a year, the TPC's work on the Rental Ordinance has been going on much longer.

There have been at least 4 public opportunities for the members of the public to speak. There have been an immense number of changes made to the Rental Ordinance. In order to have rentals on the island applications need to be mailed and rental owners need to be notified what the conditions are.

Aimee Baxter clarified that state statues will override section 4.1 "Events" in 2 years.

Motion to approve the proposed Rental Ordinance, A. Baxter/M. Anderson

Discussion: Mike Anderson states that if it is approved as is, he does not want to see any attorney fees from either side. He suggests passing the ordinance now but give the option to return and make revisions as necessary.

Roll Call Vote: Mike Anderson Yes, Aimee Baxter Yes, Sue Brenna Yes, Samantha Dobson Yes, Glenn Carlson Yes, all in favor, Motion Carried.

IV. Minutes

1. Regular Town Board Meeting January 23rd, 2024

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

V. Harbor Commission

1. Schedule a Special Town Meeting for February 29th, 2024

Motion to schedule a Special Town Meeting in the Town Hall (Resolution #2024-0206 A) on February 29th at 5pm, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

Glenn Carlson stated that the town attorney has suggested he recuse himself from Item V. Section 2 & 3 of the Harbor Commission. Motion to recuse Glenn and appoint A. Baxter as interim chair, M. Anderson/S. Dobson, all in favor, Motion Carried.

2. Bremer loan terms for Revenue bonds, General Obligation bonds, and Revolving Line of Credit for ferry line purchase

Motion to defer to a Special Town Board Meeting on 2/8, S. Brenna/S. Dobson, 4 Ayes, 1 abstain (Glenn Carlson), Motion Carried.

3. Short-term loan from Town to Harbor Commission

Motion to approve a short-term loan from the Town to Harbor Commission in the amount of \$450,000 for 90 days, M. Anderson/S. Brenna, 4 Ayes, 1 abstain (Glenn Carlson), Motion Carried.

VI. Schedule Future Town Board Meeting Times

Motion to change future Town Board Meetings to starting at 5 pm, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VII. Treasurer Appointment

Motion to defer the treasurer appointment of Michael Childers until after the ferry purchase closes, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VIII. Public Comment B

Paul Brummer stated that not enforcing the current "non-compliant" event spaces is laziness on the part of the zoning department. What is the rush to start enforcement now if the new Rental Ordinance is not approved? He suggested that instead of rushing to approve a poor ordinance, continue using the old ordinance until a new one is approved.

Charley Brummer followed up with what Paul said. He stated when you have such a contentious and lengthy ordinance, things could have been done a bit better by having more public participation.

IX. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:29pm

Submitted by Town Clerk, Alex Smith.

TO: Town of La Pointe

Re: Draft #4B of the La Pointe Rental Ordinance
dated 23 January 2024

1) I am opposed to allowing an unlimited number of attendees to an event or gathering as long as the owner is present. This is a loophole big enough to drive a truck through and would be unenforceable. What if the future owner of Woods Manor has a 300-person "gathering" every weekend in July and August (such as wedding receptions) and claims they are present every weekend? There will be nothing the Town or neighbors could do about it.

2) I am also opposed to allowing dormitories being rented out as anything other than housing for enrolled students at an educational facility. Allowing dormitories to be rented out to non-students smacks of special treatment for a chosen few. Whoever is writing these draft rental ordinances should stop watching FOX News and instead listen to the comments from the 30 August 2023 public hearing. It's greed instead of need.

As your CONSTITUENT I request that you start over on the rental ordinance. This still isn't cutting it.

2-6-2024 Paul Brummer

PUBLIC

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
THURSDAY FEBRUARY 8TH, 2024
5:00 PM AT TOWN HALL
*Revised Draft Minutes***

Town Board Members Present: Chair Glenn Carlson, Supervisor Mike Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Samantha Dobson

Staff Present: Town Administrator Michael Kuchta, Town Treasurer Carol Neubauer, Town Clerk Alex Smith

Public Present: Michael Childers, Michael Collins

I. Call to Order: at 5:00pm.

II. Public Comment A*: None.

III. Harbor Commission

1. Bremer loan terms for Revenue bonds, General Obligation bonds, and Revolving Line of Credit for ferry line purchase (Resolution #2024-0208): Chair Glenn Carlson gave a brief introduction. Motion to approve the Bremer loan terms to authorize the financing plan (Resolution #2024-0208), S. Brenna/A. Baxter, Roll Call Vote, Mike Anderson Yes, Aimée Baxter Yes, Sue Brenna Yes, Samantha Dobson Yes, Glenn Carlson Yes, all in favor, Motion Carried.

2. Clarify Short-term loan from Town to Harbor Commission: Glenn Carlson requested removal of the sentence: "The Town shall further execute any and all documentation necessary to effectuate this Resolution," stating the resolution should serve as a self-executing document. Motion to approve a temporary loan to the Harbor Commission in the amount of \$450,000.00 for 90 days at 5% interest (Resolution #2024-0208 B, as amended), M. Anderson, A. Baxter, 5 Ayes, Motion Carried.

IV. Public Comment B:

Mike Anderson requested Town Administrator Michael Kuchta speak with Ben about possibly blocking off near the ballpark to prevent the croquet club from creating a muddy mess.

Glenn Carlson thanked everyone involved for the hard work that has been done so far towards the purchase of the ferry line.

V. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:08pm

Submitted by Town Clerk, Alex Smith.

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY February 1st, 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, Michael Kuchta, Town Administrator

Public Present: Paul Brummer, Jim Peters

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.
3. Public Comment: Paul Brummer made a public comment on behalf of himself and Charles Brummer; see attached. P. Brummer stated that he would like to see the ferry line no longer a member of the Madeline Island Chamber of Commerce.
4. Minutes – 1/25/2024: Motion by M. Anderson to approve the minutes as presented, seconded by M. Collins, all in favor, motion carried.
5. Committees – Updates
 - a. President: The town dock lease agreement, moving from Madeline Island Ferry Line (MIFL) to the Harbor Commission, will be discussed at the next meeting.
 - b. Communications: M. Collins has been working with Rob Karwath on grant research and writing.
 - c. Other: The appointment of the managing director position is postponed for the next few weeks.
6. Madeline Island Ferry Line/Harbor Commission Policy on Marketing & Special Event Discount Fares: Discussion on what type of discounts are currently provided for events. Consensus that a briefing from MIFL of the current discount event rates would be helpful to make more informed decisions.
7. Middle Rd. Property: Discussion of the property and pros/cons to selling it versus keeping it. Conclusion that it is premature to make any decision.
8. Update on Financing: C. Neubauer has been working with Ehlers to complete the financial model, which has been altered due to the application for the Board of Commissioners of Public Land Loan for \$4.9 million.
9. Offers of Assistance – Updates: None.
10. Approval of Bills: None.

11. **Future Agenda Items: Lease of town dock.**
12. **Meeting Dates: Thursday, February 8th, 2024, at 9am.**
13. **Adjourn: Motion by M. Collins to adjourn the meeting, seconded by M. Anderson, all in favor, motion carried. The meeting is adjourned at 9:40am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on February 8th, 2024, L. Burtaux.**

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 25th, 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.
3. Public Comment: None.
4. Minutes – 1/18/24: Motion by M. Anderson to approve the 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. ~~Update on Financing: The commission is applying for a Board of Commissioners of Public Land loan for \$4.9 million for 20 years at 6%. This loan will help to reduce the amount of revenue bonds, note anticipation notes, and general obligation bonds needed from the bank.~~
7. Recommendation to Hire Managing Director: Motion by E. Erickson to go into closed session to discuss recommendation to hire a managing director, seconded by Z. Montagne, roll call vote, 7 ayes, motion carried and in closed session at 9:08am.

Motion by M. Collins to return to open session, seconded by E. Erickson, all in favor, back in open session at 9:17am.
8. Approval to Hire Managing Director: Motion by M. Anderson to postpone hiring a managing director, seconded by M. Collins, no discussion, all in favor, motion carried.
9. Offers of Assistance – Updates: Conversation of insurance policies.

Discussion of John Neilsen's emails regarding a passenger only vessel. Currently this is not feasible, but the Harbor Commission appreciates the idea.

10. **Approval of Bills: Motion by P. Ross to approve three bills in the amount of \$19,643.28, seconded by M. Anderson, discussion regarding the bill from Deluxe for deposit slips which overdrew the account by \$69. C. Neubauer suggests putting \$1,000 into the new utility bank account so it does not get overdrawn again.**

M. Anderson makes a motion to transfer \$1,000 from the \$200,000 from the DOA to the utility bank account, seconded by M. Collins. Discussion of the difference between the Harbor Commission designated funds and the new utility bank account, all in favor, motion carried.

11. **Future Agenda Items: Discussion on Middle Road property.**

12. **Meeting Dates: Thursday, February 1st, 2024, at 9am.**

13. **Adjourn: Motion by Z. Montagne to adjourn the meeting, seconded M. Collins, all in favor, Motion Carried. The meeting adjourned at 9:37am.**

**Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, February 1st, L. Burtaux.**

**Town of La Pointe
Public Arts Committee
Wednesday January 10, 2024
4:00 pm at Town Hall/Zoom
Minutes**

Members present: Mary Atmore (Chair), Peg Bertel, Maddie Rupp, Robin Trinko
Russell and Sally Brown (*arrived at 5pm*)
Members absent: Susan Sabre
Staff present: Michael Kuchta, Town Administrator
Public present: John Erste

1. Call to Order/Roll Call

The Public Arts Committee meeting was called to order by Mary Atmore at 4:01pm.

2. Public Comment - None

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

A. December 13, 2023

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

4. Committee Projects Discussion – identify and prioritize

A. Porta potty beautification

- John spoke of his experience and concerns regarding painting on plastic, including passing around pictures of a plastic shed he painted (using high quality primer and paint) where the paint didn't last 1 year.
- Consensus to send a letter to the artists who submitted designs to thank them and let them know the paint application is being looked into and may change. Maddie will draft a response letter and e-mail to the committee for review before sending it to artists.
- Alternatives to painting the actual porta potty were discussed including building a frame to hang a painted panel. Michael will check with Ben Schram, Public Works Director and Ray Hakola, Facilities Manager on ideas and obstacles.
 1. **Procedure for selecting and recommending to the Town Board**
Tabled
 2. **Filmmaker letter discussion**
Mary forwarded an e-mail to committee members regarding a filmmaker looking to be connected with artists. Mary will respond that no artist names, connected with the porta potty project, will be given until selection has been made and is public record.

B. Winter Festival – update

Maddie gave an overview of the status of the medallion hunt including

- Poster design – Maddie created a draft, committee to review, Maddie will print at Town Hall
- Rules need to be reviewed and edited before posting. Michael will ok with insurance company.

- Places where not to place medallion – Michael spoke with Public Works director and e-mailed locations to committee.
- Start and end dates will be 2/10 – 2/17.
- Clues will be posted online (Town’s website, Instagram & Facebook) daily at 8am by Maddie and at physical locations (laundry mat, Post Office, Darlings, Town Hall bulletin board, Library bulletin board and Mission Coffee House) by 9am by Peg.
- Event conclusion needs to be finalized.

C. Sidewalk Art – table until February or March meeting

Tabled until March meeting.

D. Russell Park propeller sculpture proposal

Robin reported that the propellers have been moved to Greg Nelson’s property on Miller Farm Rd. She will try to coordinate a time for committee members to look at and start thinking about ideas for a sculpture including placement at Russell Park.

E. Social media accounts – Maddie

Maddie will have Instagram set up before the next meeting. Consensus to only post on other Facebook pages (Madeline Island community page, La Pointe Center & Chamber) instead of creating our own account for now. Still need to discuss whether to pay for a domain name for an actual website.

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

6. **Member recruiting efforts – Maddie has a person in mind, she will invite them to a meeting.**

7. **Recommendations to Town Board – none**

8. **Public Comment - none**

9. **Set next Meeting Agenda and Date.**

Next regular meeting date scheduled for Wed. 1/31/24 at 4pm

Sally noted she has the medallion made and is in need of a high resolution SVG file of the Town’s logo. She will reach out to Michael.

10. **Adjourn**

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

Meeting adjourned at 5:04pm

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant
 Minutes approved as presented 1/31/24. D. Goetsch, Clerical Assistant

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 18th, 2024
9:00 am at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Carol Neubauer

Staff Present: Lauren Burtaux, Harbor Commission Secretary, Michael Kuchta, Town Administrator

1. **Call to Order:** Meeting called to order at 9:00am by M. Childers.
2. **Roll Call:** Members and staff present as listed above.
3. **Public Comment:** M. Kuchta stated that the Affordable Housing Advisory Committee would like to consider using the Middle Rd. property acquired from the Madeline Island Ferry Line purchase as the primary location of affordable housing development. Discussion that the property is not connected to the sanitary district.
4. **Minutes – 1/11/24:** Motion by M. Anderson to approve the minutes as presented, seconded by M. Collins, no discussion, all in favor, motion carried.
5. **Committees – Updates**
 - a. **President:** Closed session to give updates on financial package at end of meeting.
 - b. **Communications:** There are three interviews scheduled for Tuesday, January 23rd. The job posting will stay up until Monday, 1/22.
 - c. **Other:** None.
6. **Cooperative Agreement between the Town and Harbor Commission:** Motion by P. Ross to authorize the Harbor Commission President to sign agreement, seconded by Z. Montagne, no discussion, Motion Carries.
7. **Dockside Lease:** Consensus to discuss this topic when the title is in the town/Harbor Commission's name.
8. **Middle Road Property:** Discussion of condition of building and sanitary available on property.
9. **Madeline Island Ferry Line Retirement Benefit Policy:** Agreement to keep as is.
10. **Offers of Assistance – Updates:** E. Erickson will make a sketch of the cooperage (Trek and Trail) and Dockside to show what percentage of space is being used as rental, to show that less than 10 percent being used privately, versus publicly.

11. **Approval of Bills:** There is a bill from Ehlers. Due to C. Neubauer's absence, the bill is tabled for the next meeting.

5.a. **President:** Closed session to give updates on financial package: Motion by E. Erickson to go into closed session, seconded by M. Collins, roll call vote, 6 ayes, motion carries and in closed session at 9:11am.

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.

Motion by M. Collins to come out of closed session, seconded by E. Erickson, all in favor, back in open session at 9:23am.

12. **Future Agenda Items:** Hiring recommendation, financial packaging updates.

13. **Meeting Dates:** Thursday, January 23rd, 2024, at 9am.

14. **Adjourn:** Motion by M. Anderson to adjourn the meeting, seconded E. Erickson, all in favor, Motion Carried. Meeting adjourned at 9:25am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on January 25th, 2024, L. Burtaux.