

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: Feb. 9-22, 2024

1. Accomplished/Completed

- **Energy Innovation Grant Program application.** With help from Bill Bailey and members of the Energy Committee, the application is ready to submit upon your authorization. The deadline is this Friday, March 1.

2. Coming Up

- **Special Town Meeting. Thursday, Feb. 29, 5 p.m.** Electors will vote on the portions of the Harbor Commission's financing package that could be subject to the property tax levy.
- **Gazette deadline.** Saturday March 2. The issue will be on streets from March 23-May 18.

3. Town Board Agenda – Information/Comments

- See separate memo.

4. Follow Up on Previous/Ongoing Projects

- **Airport.** The Town crew has used the weather to its advantage and cleared additional vegetation and stumps near the weather station and runway, to meet BOA guidelines.
- **Fire Department cascade bottles.** These will be donated to Cornucopia's fire department.
- **MRF solar panels.** The panels are back online and producing power.
- **Road name signs.** Decker Supply is manufacturing 138 signs for intersections; they expect delivery within the next week or so.
- **Room accommodations tax.** With substantial help from Paul Wilharm, we sent official notice to Airbnb and Vrbo requesting that they post the increase in the Town's tax rate from 6.5% to 8%.

5. Grant Report

- **Duluth Superior Area Community Foundation.** The Town is not submitting any applications to this family of funds so that we are not in competition with the Harbor Commission.
- **The Energy Committee is recommending that you approve their application for the ESB microgrid.** The request is in Resolution 2024-0227B.

6. Lawsuits/Legal Issues

- **Ashland County.** Reply briefs are due by this Thursday, Feb. 29, in the Town's appeal to the Wisconsin Tax Appeals Commission.

7. Other Information

- **WCMA.** I will attend the Wisconsin City/County Management Association winter conference from Feb. 28-March 1.

RECEIVED

FEB 22 2024

Initial: dg

TB(S), CLERK, TA, OFFICE, ACCT, PUBLIC

TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: Feb. 27, 2024

Re: Agenda Items

-
- **Dust abatement.** This is the annual request for bids for chemicals to treat gravel roads.
 - **Ice road rates.** As requested on Feb. 13, the revised letter clarifies when overtime rates are charged.
 - **PO for 1998 dump truck repairs.** These repairs have been completed.
 - **PO for compactor box.** Compactor boxes are used for hauling trash from the MRF. This would replenish the inventory after the No. 3 box failed last year. The bulk of the money (\$9,513) would be re-allocated from the capital outlay approved for MRF trusses; the balance (\$4,262) would be re-allocated from money budgeted for the ice road. Public Works has requested additional bids but not received any responses to date.
 - **PO for "Woodstock" towing.** The truck broke down on a hauling run and was towed in for service.
 - **PO for "Woodstock" repairs.** These repairs have been completed.
 - **Planning and Zoning:**
 - **Fee schedule for long-term rental permits.** The amended schedule should read: *"Initial application, \$10 per unit; application when property changes ownership, \$10 per unit."* There is no annual renewal fee. The resolution brings the fee in line with state statute.
 - **Harbor Commission.** The ferry line is working with Bayfield Wireless to install an upgraded wireless network at the La Pointe and Bayfield docks for use by boats in transit and for other outdoor ferry operations. A Bayfield Wireless representative, Michael Cariveau, will outline the project. The Town would need to issue a lease for the company to mount equipment on Town property; the ferry line has provided a draft to begin the discussion. (Initial note: The Town will not own the current ferry line office at 825 Fort Road – officially known as Main St.)
 - **Energy Committee.** Resolution 2024-0227B provides approval to submit the grant application for an ESB microgrid, and to select Jolma Electric LLC as the contractor (contingent upon the grant being awarded). The application commits the Town to allocating the \$50,000 that is budgeted for the project, plus fronting \$81,007, which would be refunded through a federal tax credit. In addition, the application includes replacing the existing inverter at Town Hall with an inverter that is certified not to emit radiofrequencies that interfere with Town police communications.
We are still finalizing budget calculations: Total cost of the project is roughly \$288,000; the grant request is for roughly \$144,000.

- **Budget summary report.** The December 2023 report was deferred from Feb. 13. The new January 2024 report also is in your packet.
- **Policy for selling Town equipment.** The draft in your packet updates Section 5 of the current Purchasing and Contracting Manual. Among other updates, the draft clarifies the preferred method of selling equipment, as was requested on Feb. 13.
- **Treasurer.** On Jan. 9, the Board appointed Michael Childers to fill the Treasurer vacancy. On Feb. 19, Mr. Childers submitted a letter withdrawing his name. Town Board members must decide whether to repost the position (or engage a previous applicant), decide whether to modify the posting used in December, set deadlines for applications, and form a selection committee (if needed).
- **Approval of purchase orders.** Town attorney Bryce Schoenborn recommends that, to avoid the risk of violating open meetings law, the Town Board should make it standard practice to approve all purchase orders in open session at a properly noticed Board meeting. This practice then can be incorporated formally into the Contracting and Purchasing Manual when that manual is rewritten in the future.
- **Fire number signs.** Lange Enterprises has delivered 969 signs to the island. Public Works is exploring an installation timeline.
 State statute allows the Town Board to authorize a special assessment or special charge to recoup costs from property owners who will receive new signs. There are two main differences between a special assessment and special charge:
 - Assessments can be divided over multiple years; charges cannot.
 - Approving an assessment requires following specific steps spelled out in statute; charges can follow those same steps but are not required to. For an assessment, the general steps are: pass a preliminary resolution, calculate the overall costs, calculate the individual cost to each property owner, publish a report with the detailed cost information, schedule a public hearing, directly notify affected property owners of the hearing, act on the proposal after the public hearing, pass a final resolution.
 Total cost to date of fire number signs, posts, hardware, and related expenses is \$30,373.55; installation costs are yet to be determined. The total cost would be divided proportionally among all property owners who receive the direct benefit of the service. (Our preliminary estimate is that the signs and installation will cost between \$45-\$50 per sign.)
- **PO for police squad laptops.** This purchase was allocated in the department's capital budget.
- **Permission to dispose of 1994 Ford ¾-ton crew cab pickup.** The Fire Department no longer needs this truck. Public Works has declined. The Harbor Commission will consider adding this to the freight vehicle fleet. Otherwise, the Fire Department would put the truck up for auction.
- **Ambulance monthly report.** The report was deferred from Feb. 13.



**TOWN OF LA POINTE
MADELINE ISLAND**

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

Bid Notice for Dust Abatement

The Town of La Pointe, Wisconsin, is requesting bids for dust abatement on gravel roads in the Town in 2024. Bidder shall supply:

- Pricing to treat 14 miles of gravel road (typical width: 18 feet) with magnesium chloride flakes
- Description of product and quantity proposed
- Details of what is included in pricing
 - If pricing does not include ferry fees, an estimate of how many trips are required to deliver product on ferry
- Application (including whether by vendor crew or Town crew)

Please mail or deliver bids in an envelope marked "Dust Abatement" to: Alex Smith, Town Clerk, 240 Big Bay Road, La Pointe, WI 54850 (or send an email with "Dust Abatement" in the subject line, and a PDF attached with your bid, to clerk@townoflaointewi.gov).

Bids must be received by 4:00 p.m. on Tuesday March 26, 2024. Bids will be opened at 5:00 p.m. on Tuesday March 26, 2024, at the La Pointe Town Hall.

For more information, please call 715-747-6855.

The Town of La Pointe reserves the right to refuse any or all bids.

RECEIVED
FEB 20 2024

Initial: *dg*

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

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

NELSON

Construction Company of La Pointe, Inc.

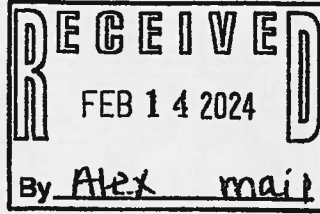
PO Box 5, La Pointe, WI 54850

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. Overtime rates charged after employees work more than 40 hours in a Sunday-Saturday work week.

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

Sincerely,

Arnie Nelson
Arnie Nelson

RECEIVED
FEB 20 2024

Initial: *dg*

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

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

TB(s), CLERK, TA, ACCT, OFFICE, PUBLIC



TOWN OF LA POINTE
PO Box 270
LA POINTE, WISCONSIN 54850
715-747-6913

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 2/23/2024 **Is this Expenditure Currently in the Budget?** Y N

Person's Name Ben Schram **If not, where will funds come from?** _____

Budget Line Item # 53312-236 Currently in budget line item \$ 19,003.15

Project Name 1998 Dump truck repairs Date Needed 2/27/2024

Purpose Steering gear repair

Amount Estimate \$ 2,641.46 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost \$ 2,641.26 Actual Purchase Date 2/16/2024

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 I-State Truck Center Amount \$ 2,641.46

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Town has an account, this is the supplier for the region

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration YES NO

\$5,001 - Signed by Town Board YES NO Date Contract to TB _____

Publishing/posting Needed? YES NO If yes, date(s) _____



1505 SOUTH CENTRAL AVENUE
 MARSHFIELD, WI 54449-4904
 PHONE: (715) 486-8800
 (800) 826-2308
 FAX: (715) 387-6706
 www.istatetruck.com

ACCOUNT NUMBER: 844788
 INVOICE NUMBER: C271139963:02
 INVOICE DATE: 02/16/2024
 INVOICE TERMS: NET30
 SALESPERSON: AARON T
 PURCHASE ORDER: 298
 ORIG DOCUMENT: Q271050689

PARTS INVOICE

BILL-TO
TOWN - LAPOINTE
 320 BIG BAY ROAD
 LA POINTE WI 54850

SHIP-TO: 844788
TOWN - LAPOINTE
 320 BIG BAY ROAD
 LA POINTE WI 54850

Ship Method: SPEEDEE

SHIP	B/O	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	0	271Z/TAS65105WEL	REMAN TAS STEAR GEAR	581.18	581.18
1	0	271Z/TAS65105WEL-CORE	CORE-REMAN TAS STEAR GEAR CORE	571.65	571.65
1	0	271Z/TAS55/RCS55001	REMAN RH STEARGEAR	794.13	794.13
1	0	271Z/TAS55/RCS55001-CORE	REMAN RH STEARGEAR CORE	533.35	533.35
1	0	P-FRT	SP006256030472482925	75.06	75.06
1	0	P-FRT	SP006256030472443035	86.09	86.09

Parts 2,641.46
 Tax 0.00
 Total 2,641.46

This document is subject to the General Terms and Conditions, the Mechanic's Lien Rider, the Abandoned Vehicle Rider, the Storage Fee & Lien Rider, Tampered Emissions Systems Policy, and Code of Conduct, which are expressly incorporated herein by reference, and are available at: <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.
 All claims must be accompanied by this invoice. Diagnostic and Technical service charge may apply.

Customer Name	Acct Num	Invoice Number	Amt Due	Date Due	Remittance Enclosed
TOWN - LAPOINTE	844788	C271139963:02	2,641.46	3/17/24	

Corporate Office - Accounts Receivable
 (952) 854-2044 - Phone
 (952) 854-1127 - Fax
 ARTeam@istate.com
 Federal ID: 32-0036160
 www.istatetruck.com

PLEASE REMIT PAYMENT TO:
 I-STATE TRUCK CENTERS
 NW 7246
 P.O. Box 1450
 MINNEAPOLIS, MN 55485-7246

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



TOWN OF LA POINTE
PO Box 270
LA POINTE, WISCONSIN 54850
715-747-8913

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 2/16/2024 **Is this Expenditure Currently in the Budget?** Y N

Person's Name Ben Schram **If not, where will funds come from?** 53210-371

Budget Line Item # 57436-000 Currently in budget line item \$ 9,513.00

Project Name MRF Compactor Box Date Needed 2/28/2024

Purpose Replace failed compactor box

Amount Estimate \$ 13,775.00 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? _____

Actual Cost _____ Actual Purchase Date _____

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 Nedland Industries Amount \$ 13,775.00

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Special-order, custom item - Town has used Nedland in the past

Chairperson _____	Date _____
Supervisor #2 _____	Date _____
Supervisor #3 _____	Date _____
Supervisor #4 _____	Date _____
Supervisor #5 _____	Date _____
Town Administrator _____	Date _____

RECEIVED
FEB 20 2024

initial: dg

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration YES NO

\$5,001 - Signed by Town Board YES NO Date Contract to TB _____

Publishing/posting Needed? YES NO If yes, date(s) _____



QUALITY PRODUCTS SINCE 1945

Roll Offs • Compactors • Front and Rear Loads • Poly Dura Kans



Quotation

For: Town of La Pointe
240 Big Bay Road
La Pointe, WI 54850

Inquiry # 7157476855

Date: 2/6/2024

Attn: Ben Schram
foreman@townoflaointewi.gov

Terms Net 30 days

Quote is delivered to
La Pointe, WI

We are pleased to quote your inquiry as follows

<u>Qty</u>	<u>Description</u>	<u>Price</u>	<u>Amount</u>
1	NROR-40-20; 40 yard receiver roll-offs on 20' skid to fit hook lift with 62" hook and 2.5" pin roll-off system Octagon style. Any standard color.		\$12,975.00

Container specs
 Floor 3/16" plate steel.
 Sides, roof and door 7ga plate steel.
 Floor cross channels 3"x 4.1 channel on 16" centers.
 Main rail 6" x 2" x 1/4" tube with full length 1/2" x 2" wear bar.
 Four 8" x 10" ground rollers with 1 3/4" axles all with grease fittings.
 Nose rollers 4" x 4" steel with 1 1/2" axles all with grease fittings.
 Three door hinges 1 1/4"x 12" with grease fittings.
 Door latch ratchet style three point locking.
 Rear up rights 5" x 3" x 3/16" tube.
 Door frame 3" x 2" x 3/16" tube.
 Pull plate 3/4" high strength plate with 1 1/4" high strength plate weld throw hook and 1/2" x 2" sag bar.
 Painting, all units to be phosphatized and primed to 2 mil and painted to 2 mil on all interior and all exterior surfaces.

Ben: To get an order started please sign and email back to dave@nedland.com

App lead time 4-8 weeks, approx freight. \$800.00

Plus any applicable taxes

Total **\$13,775.00**

Quoted by: David A. Nedland

Web links below,
<http://www.nedland.com/products/rolloff-containers/rolloff-receivers/>
<http://www.nedland.com/media/docs/new-steel-warranty.pdf>

Mailing address:
P.O. Box 217
Ridgeland, Wisconsin 54763

Delivery address:
315 Railroad Street
Ridgeland, Wisconsin 54763

E-mail: dave@nedland.com
(715) 949-1982

www: nedland.com
(800) 447-4925

www: ezrolloff.com

TB(9), CLERK, TA, ACCT, OFFICE, PUBLIC



TOWN OF LA POINTE
PO Box 270
LA POINTE, WISCONSIN 54850
715-747-6913

GOVERNMENT AGENCY TAX EXEMPT

- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 2/23/2024 **Is this Expenditure Currently in the Budget?** Y N

Person's Name Ben Schram **If not, where will funds come from?** _____

Budget Line Item # 53630-299 Currently in budget line item \$ 14,714.46

Project Name Woodstock Towing Date Needed 2/27/2024

Purpose Emergency towing bill

Amount Estimate \$ 1,500.00 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost \$ 1,500.00 Actual Purchase Date 2/15/2024

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 Martin's Heavy Duty Towing Amount \$ 1,500.00

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor We are lucky they were nearby

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration YES NO

\$5,001 - Signed by Town Board YES NO Date Contract to TB _____

Publishing/posting Needed? YES NO If yes, date(s) _____

TB(9), CLERK, TA, ACCT, OFFICE, PUBLIC



TOWN OF LA POINTE
PO Box 270
LA POINTE, WISCONSIN 54850
715-747-6913

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 2/23/2024 **Is this Expenditure Currently in the Budget?** Y N

Person's Name Ben Schram **If not, where will funds come from?** _____

Budget Line Item # 53630-299 Currently in budget line item \$ 13,048.83

Project Name Woodstock repairs Date Needed 2/27/2024

Purpose Emergency injector repairs on 2004 International Haul truck

Amount Estimate \$ 1,665.63 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost \$ 1,665.63 Actual Purchase Date 2/21/2024

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 Meyer Trucks of Cameron Amount \$ 1,665.63

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Town has account, closest dealer to breakdown location

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration YES NO

\$5,001 - Signed by Town Board YES NO Date Contract to TB _____

Publishing/posting Needed? YES NO If yes, date(s) _____



600 North First Street
Cameron, WI 54822
715-458-2838
service@meyertrucks.com

Invoice: 01R124374
Date / Hour: 2/21/2024 8:00:10AM
Repair Order: 124374
Customer: 4433
Branch: CAMERON
Total Invoice: \$1,665.63
Charge

Page 1 of 2

Bill To: LA POINTE, TOWN OF *
PO BOX 270
240 BIG BAY ROAD
LA POINTE, WI 54850

Ship To: LA POINTE, TOWN OF *
PO BOX 270
240 BIG BAY ROAD
LA POINTE, WI 54850
Office Phone: 715-747-2156
LAUREN
Shop Phone: 218-989-3681 MIKE
HABEN

Work: 715-747-2156 LAUREN

Customer P/O: Add User: jormson Open Date: 02/16/2024 Completion Date: 02/20/2024 Salesperson:

Unit Number: 04-INTL Model Year: 2004 Make/Model: INTERNATIONAL 7400
Type: TRUCK VIN: 1HTWHADT54J020342 Meter: 1 Miles

Task: 1 GENERAL GENERAL ENGINE ISSUE, ADD DETAILS Department: SERVICE

Complaint: knocking and blowing smoke, possible injector tip
Correction: 31 hung drive shaft. injector #8 failed test

31 when pulling the valve cover, there were 3 bolts were loose on the intake side. replaced injector #8, changed oil, and filter. washed motor off and took on a test drive. ran good

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
CHA	17184	OIL, 15W-40 PURUS, BULK	QUART	32.0	\$4.01	\$128.32
NAV	1818693C1	BOLT,M8X1.25X110MM	EACH	2.0	\$1.98	\$3.96
NAV	1822135C1	RING,O/BREATHER TUBE	EACH	1.0	\$1.44	\$1.44
NAV	1824908C1	ORING,VLV CVR PASS THRU CON/HUEI	EACH	1.0	\$3.45	\$3.45
NAV	2593597C92 -C	CORE, INJECTOR	EACH	1.0	\$227.50	\$227.50
NAV	2593597C92	INJECTOR	EACH	1.0	\$679.20	\$679.20
NAV	40050R1	NUT,M8X1.25 HEX FLG	EACH	1.0	\$1.72	\$1.72
NAV	2593597C92 -C	CORE, INJECTOR	EACH	-1.0	\$227.50	\$(227.50)
BAL	BALB7030	LUBE SPIN-ON	EACH	1.0	\$32.83	\$32.83
BDT	BDT11021	CONNECTOR,1/4"TUBEX 1/8"MPT	EACH	1.0	\$1.48	\$1.48
BDT	BDT11025	ELBOW, 1/4X1/8 MALE	EACH	1.0	\$3.78	\$3.78
BDT	BDT11101	ELBOW,1/8"NPT STREET 90DEG	EACH	1.0	\$2.56	\$2.56
BDT	BDTMP43983	WASHER, M8 FLAT	EACH	1.0	\$0.11	\$0.11
	ENVIRO	ENVIROMENTAL CHARGE		1.0	\$52.78	\$52.78

Detail Tax Info:

Sales Tax \$0.00
\$0.00

Total Parts:	\$858.85
Total Core Charge:	\$227.50
Total Core Ret:	\$(227.50)
Total Labor:	\$754.00
Total Miscellaneous:	\$52.78
Invoice Subtotal:	\$1,665.63
Total Tax:	\$0.00
Total Invoice:	\$1,665.63

Payment Method Terms Due Date
Charge 10th 3/10/2024

**TOWN OF LAPOINTE
RESOLUTION #2024-0227 A
Amending Resolution #2023-1212 (C)
A RESOLUTION ADOPTING THE 2024 FEE SCHEDULE**

THE TOWN OF LA POINTE RESOLVES AS FOLLOWS:

Whereas: The 2024 Fee Schedule was adopted on December 12th, 2023.

The 2024 Fee Schedule became effective on January 1, 2024.

The 2024 Fee Schedule was prepared in accordance with Wisconsin § 66.0627 and § 66.0628.

Therefore: be it resolved that the 2024 Fee Schedule be amended as follows:

Under Zoning Permit Fees: Rental Permits – Long Term

“The initial application, \$10 per unit; application when property changes ownership, \$10 per unit.” There is no annual renewal fee.

All other fees in the 2024 Fee Schedule remain in place.

This resolution was duly passed and adopted this 27th day of Feb 2024.

Glenn Carlson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Passed

Aimée Baxter, Supervisor

Date Posted

Sue Brenna, Supervisor

Samantha Dobson, Supervisor

**HARBOR WIRELESS NETWORK
COLOCATION LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), made this 1st day of March 2024, by and between **The Town of LaPointe**, Ashland County, Wisconsin with its principal office at 240 Big Bay Road, LaPointe, Wisconsin, with mailing address of PO Box 270, LaPointe, WI 54850, hereinafter referred to as "Town", and **Waypoint Experts, LLC dba Bayfield Wireless**, a Wisconsin Limited Liability Company, with its principal office and place of business at 84555 State Highway 13, Bayfield, Wisconsin, with mailing address of PO Box 586, Bayfield, WI 54814, hereinafter referred to as "Tenant" or as "Bayfield Wireless." Town and Tenant may, from time to time throughout this Lease, be referred to individually as "Party" or collectively as "Parties."

WHEREAS, Town owns certain real property located in Section 13, T50N, R4W, in the City of Bayfield, Bayfield County, Wisconsin located at 20 Washington Avenue East, Bayfield, Wisconsin, including Lots 5-10 and Lots 15-20, Block 71, hereinafter referred to as "Bayfield Harbor Property"; and

WHEREAS, Town owns certain real property located in Section 30, T50N, R3W, in the Village of LaPointe, Ashland County, Wisconsin located at the Ferry Service pier extension of Colonel Woods Avenue, LaPointe, Wisconsin, hereinafter referred to as "LaPointe Harbor Property"; and

WHEREAS, Town owns certain real property located in Section 30, T50N, R3W, in the Village of LaPointe, Ashland County, Wisconsin located at 825 Fort Road, LaPointe, Wisconsin, including Lot 2, Block 27, hereinafter referred to as "LaPointe Office Property"; and

WHEREAS, Town owns Bayfield Harbor Property, LaPointe Harbor Property, and LaPointe Office Property, hereinafter collectively referred to as "Property"; and

WHEREAS, Tenant has a desire to provide broadband services using suitable communications structures owned by others when they meet Tenant's policy and operating objectives;

AND WHEREAS, Tenant desires to occupy, and Town is willing to provide, attachment locations upon the Property and inside the building for the placement of Tenant's antennas, cabling and ancillary enclosures and equipment ("Colocation Space or the "Leased Space");

NOW, THEREFORE, in consideration of the terms, covenants, and conditions herein contained and for good and valuable consideration, the Town and Tenant do covenant and agree as follows:

1. **TERM:** The initial term ("Initial Term") of this Lease shall commence on 1st day of the month after the construction of the Colocation Space is completed and available for use ("Commencement Date") and shall extend ten (10) years from

that date ("Expiration Date"), except that this Lease may be terminated prior to the Expiration Date as hereinafter provided. Upon the Expiration Date of the Initial Term of this Lease, this Lease shall automatically renew and extend the Expiration Date of this Lease for an additional five (5) year term ("Renewal Term"). Upon the Expiration Date of each Renewal Term of this Lease, this Lease shall automatically renew and extend the Expiration Date of this Lease for an additional five (5) year Renewal Term. This Lease may be terminated after the Expiration Date of the Initial Term or any subsequent Renewal Term by the Town or Tenant with written notice to the other Party at least 180 days prior to the said Expiration Date.

2. **RENT:** Tenant shall be permitted to occupy the Leased Space with its equipment, as described in Section 4 hereinafter, with a Colocation Fee in the form of a credit for Internet service to be provided to the Town by the Tenant ("Internet Service Credit"). The Internet Service Credit shall be issued on monthly bills for the active Internet service provided to Town at the Property throughout the Term of this Lease in the amount of up to five-hundred dollars (\$500) per month or the full price of the active Internet service if the total for monthly active Internet service is less. The Internet Service Credit may only be applied to actual service provided by the Tenant to the Town with a minimum speed of 100 Mbps download and 100 Mbps upload symmetrical service. The Tenant will not increase the price of any subscribed Internet service after the Internet service is ordered by the Town and activated, unless an equal increase is made to the Internet Service Credit provided to the Town. The Tenant will also provide services for the design, construction, operations, and maintenance of the Colocation Space and installation of all equipment as required. The Town may use the Internet Service Credit toward the purchase of services provided at the Property to commercial rental tenants if Bayfield Wireless provides exclusive WiFi service for all spaces at the Property and Town is responsible for all billing and payment arrangements for such subscribed service. If Bayfield Wireless is not the exclusive WiFi service provider for all spaces at the Property, Bayfield Wireless may provide individual services directly to commercial rental tenants at the Property subscribing directly with Bayfield Wireless.
3. **TERMINATION:** Except as otherwise provided herein, this Lease may be terminated prior to the Expiration Date as follows:
 - a. by Tenant, in the event Tenant is denied federal, state or local governmental permits or authorization or is in anyway prevented from utilizing the Property or other improvements it deems necessary or is denied approval for installing all of its desired equipment on the Leased Space, and such denial effectively prevents Tenant, in its reasonable opinion, from utilizing this site for its communications system, then, upon written notification to Town, Tenant shall have the option to immediately terminate this Lease, the same as though this Lease had not been entered into and this Lease shall no longer be of any force and effect.

- b. by Town any time, in the event Town is so instructed and ordered to remove or cease use of the Property, equipment and other improvements (whether owned and operated by Town or Tenant) by any federal, state or local governmental agency having jurisdiction over Town's or Tenant's operation or use of the Property, including the Town's use of the Property, and its use of them as a communications site.
 - c. by written agreement between the Parties for any reason whatsoever.
4. **PERMITTED EQUIPMENT:** Town hereby grants to Tenant, and Tenant hereby receives and accepts from Town, the right, authority and permission to do all the following:
- a. For equipment, antennas, and space on the Property as set forth in Exhibit "A";
- At such time as the Tenant may elect to add to, improve or modify the equipment set forth in Exhibit "A" of this agreement, Town shall not unreasonably withhold approval of such equipment changes necessary to establish, preserve and maintain essential communications as determined by the Tenant. Tenant agrees to cooperate with the Town to properly plan any addition, modification or improvement of facilities at the Leased Space so as to ensure quiet enjoyment of the space by the Town and its owners.
5. **INSTALLATION / MAINTENANCE:** All installations, maintenance, repair, replacement and removal of Tenant's equipment on the Colocation Space shall be performed to Town's specifications and only by qualified employees of Tenant, its selected contractors or licensed, bonded and insured contractors of Tenant who have been approved by Town, all at Tenant's sole cost and expense. Items attached to the Property, e.g. cable ladder, antenna brackets, etc., shall not be removed upon termination of this lease unless Town agrees and gives approval to the removal.
6. **APPROVALS:** Tenant hereby agrees to procure all necessary public authority and permits for Tenant's use of the Leased Space as a communications site, including the construction, installation, operation, repair, maintenance, replacement, removal and use of all appurtenant equipment and site improvements. Furthermore, Tenant shall be responsible for all costs and expenses associated with obtaining any authorization, approval or permit associated with the use of the Leased Space.
7. **SUBLETTING / ASSIGNMENT:** Tenant may not sublet its leasehold interest nor assign its right, title and/or interest in and to this Lease in whole or in part without the prior written approval of Town. Any request for subleasing or assignment shall include the proposed sublessee's or assignee's name, place of business, financial reports and any other financial information. Prior to execution, Tenant will provide a copy of the proposed sublease or assignment agreement. Under an approved sublease or assignment, Tenant shall remain primarily responsible for all terms of

this Lease described herein, but Town may at its sole discretion charge such subtenant or assignee reasonably calculated market rent.

8. **TENANT ACCESS:** Tenant shall have reasonable and continuous access on a 24 hour basis to and from the Leased Space utilizing the service entrance area located on the Property for routine and emergency maintenance of Tenant's equipment located on and in the building. In the event Tenant discovers or is made aware of an emergency situation, Tenant shall report the problem to Town or Town's designee immediately.
9. **TENANT DAMAGE / INTERFERENCE WITH OPERATION:** Tenant covenants and agrees that Tenant's equipment, its installation, operation and maintenance will:
 - a. In no way damage the Property or accessories thereto, Town's facilities or other site improvements. Tenant shall exercise special precaution to avoid damage to facilities of Town, now existing or at some point in the future, and Tenant hereby assumes all responsibility for any and all damage to facilities of Town arising out of or caused by the conduct or property of Tenant, its employees, contractors and invitees and not due to or from the Town's negligence. Tenant shall make an immediate report to Town of the facilities affected by the occurrence of any damage and in the event such damage is due to Tenant, its employees, contractors or invitees, Tenant hereby agrees to reimburse Town and/or other authorized users for the expenses incurred by Town and/or other authorized users in making the necessary repairs and replacements.
 - b. Not interfere with the maintenance of the Property, Town facilities or other Town improvements performed by or on behalf of Town.
 - c. Comply with all applicable rules, regulations and codes of the federal, state and local agencies having jurisdiction over the operation of Town's or Tenant's business or occupation of Town's Property.
 - d. Comply with all applicable rules, regulations and codes regarding the potential designation of the Property as a National Historic Site or similar designation.
10. **SIGNAL INTERFERENCE:** Town and Tenant mutually agree not to interfere with the operation of or cause signal interference with the other Party's communication equipment (if such exists) due to the operation of communication equipment or electrical interference, whether initially installed hereunder or at some future date, which is reasonably designed and installed to operate without interference from each other's equipment. Town agrees to grant Tenant exclusive use of frequency bands ranging from 902MHz – 928MHz, 2412MHz – 2462MHz, 2496MHz – 2690MHz, 3550MHz – 3700MHz, 5150MHz – 7125MHz, and 10700MHz – 11700MHz for Tenant equipment operated at the Leased Space.
11. **RESTORATION:** Tenant hereby agrees to restore Town's Property to the condition existing prior to any disturbance resulting from Tenant's construction, operations, maintenance, repair, replacement, or removal, whether temporary or permanent,

of its equipment or any damage caused to Property resulting from the use permitted herein. Such restoration shall include, but not be limited to the spreading of topsoil and sowing of perennial type grass seed on any disturbed areas, replacement of crushed stone and/or paved surfacing, replanting of shrubs and other ground cover, repair of fences, or other damages incurred due to or arising out of the permitted use described hereinabove in accordance with plans submitted by Tenant to Town for its approval.

12. **DAMAGE TO TOWN IMPROVEMENTS:** In the event existing site improvements located on the Property, or on any adjoining property owners lands are damaged as the result of Tenant's construction, excavation, installation, operation, maintenance, repairs, removals, use of the Property, Leased Space, Tenant shall take whatever action is necessary to repair or replace the damaged improvement or, if to other buildings, or adjoining property owners, to the condition existing prior to such damage.

13. **TAXES:** During the Initial Term and any Renewal Term, Town shall be responsible for any increase of taxes on the Property, or Leased Space, such taxes being defined as any and all federal, state and local governmental, quasi-governmental or public authority taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Town's income or profits, except as provided below), or payments to governmental authorities in lieu thereof, whether or not in contemplation of the Parties to this Lease, which Town shall pay or become obligated to pay because of or in connection with the personal property, fixtures, machinery, equipment, systems and apparatus of Tenant located thereon or used in connection therewith. Taxes shall include, without limitation, all real and personal property taxes (as further described in Section 14), sales taxes, assessments (special or otherwise), fire inspections, transit taxes and ad valorem taxes, but shall not include penalties or late fees thereon unless the penalty and/or late fees are directly attributable to Tenant. Taxes shall also include all fees, costs and expenses (including legal fees and court costs) paid by Town in connection with protesting or contesting or seeking a refund or reduction of and/or negotiating with public authorities with respect to any of the aforesaid taxes, regardless of whether Town is ultimately successful. If at any time during the term of this lease, a tax or excise on rents or other tax however described, other than an income tax, is levied or assessed by the United States or the State of Wisconsin, or any political subdivision thereof, on account of the rents hereunder or the interest of Town under this Lease, such tax shall constitute and be included in taxes.

14. **PERSONAL PROPERTY TAXES:** Tenant agrees to pay, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon Tenant's equipment, fixtures, and other personal property which includes but is not limited to its antenna(s), transmission cable(s), and all other appurtenant and ancillary equipment or improvements, located on the Property, or Leased Space, whether permitted by this Lease or not, and whether said taxes are assessed against Town or Tenant and upon all alterations, additions or leasehold

improvements made by or for Tenant and if any such alteration, addition or leasehold improvement is nevertheless included in Town's real estate or personal property tax assessment and bill, Tenant shall reimburse Town with respect thereto. Any taxes paid by Town hereunder shall be reimbursable to Town by Tenant as Additional Rent.

15. INSURANCE: During the term of this Agreement, Tenant shall maintain the following insurance:

- a. **Worker's Compensation:**
 1. Coverage A: Limits – Statutory
 2. Coverage B: Employer's Liability Limits
 3. Bodily Injury by Accident - \$100,000 each accident minimum
 4. Bodily Injury by Disease - \$100,000 each employee minimum
 5. Bodily Injury by Disease - \$500,000 policy limit minimum
- b. **Comprehensive General Liability Limits:** \$1,000,000 bodily injury and \$1,000,000 property damage.
- c. **Automobile Liability Insurance,** with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

The Certificates of General and Automobile Liability Insurance must name the Town as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the Town. An updated copy of the Certificate must be provided anytime a change is made to any policy.

16. CONSTRUCTION AND OTHER LIENS: Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Town in the Property, or other site improvements or to charge the rent payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Property, by or at Tenant's direction on which any lien is or can be validly and legally asserted against its leasehold interest in the Property, or other site improvements thereon and that it will save and hold Town harmless from any and all loss, liability, cost or expense, including costs of suit and reasonable attorney's fees, based on or arising out of asserted claims or liens against the leasehold interest of the Tenant in the Leased Space or against the right, title and interest of Town in the Property, and other improvements or under the terms of this Lease. Tenant will not permit any construction lien or any other liens which may be imposed by law affecting Town's leasehold interest in the Leased Space or Town's right, title and interest in the Property, and/or other improvements to be placed upon the Property, and other improvements arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same. If any such lien shall remain in force and effect for ten (10) days after written notice thereof from Town to Tenant and Tenant as

not posted with Town a bond in the amount of at least 125% thereof, Town shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much Additional Rent hereunder due from Tenant to Town and shall be paid to Town immediately on presentation of a bill therefore.

17. **UTILITIES AND SERVICE FEES:** Utility (electrical) fees shall be paid by the Town as agreed. Town shall be responsible for maintenance of all AC electrical systems to ensure proper operation of equipment circuits provided for Tenant use.
18. **DIGGERS HOTLINE:** Tenant shall contact Diggers Hotline at (800) 242-8511 to locate any underground facilities at least five (5) days prior to any work, excavation, construction or equipment removal on the Property or adjoining lands in order to determine the location of electric, telephone, communication, water and natural gas facilities within the Property or adjoining lands in the vicinity of the contemplated work and the applicable clearance requirements for work performed in the proximity of such facilities. Tenant hereby agrees to obtain permission from the appropriate property owner(s) prior to entering or performing any work on the Property.
19. **CONDEMNATION:** If all or substantially all of the Town's Property, are sold to or taken by any public or quasi-public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority. Upon any taking of only a part of or less than substantially all of the Property by any public or quasi-public authority, and such taking doesn't materially affect Town's or Tenant's ability to utilize the Leased Space, or Property, as it requires, then this Lease shall be unaffected by such taking, except that if the remaining area of the Leased Space, or Property, or after a partial taking shall not be reasonably sufficient for Tenant, by its own reasonable determination, to continue feasible operation of its business, Tenant may terminate this Lease up to 30 days following the date possession of the affected portion of the Leased Space, or Property, shall be transferred to the acquiring authority.
20. **GOVERNMENTAL JURISDICTION:** Tenant shall, in the use and occupancy of the Leased Space as a communications site, comply with laws, ordinances, rules and regulations of all Federal, State, County, and other governmental bodies having jurisdiction over the operation of Town's or Tenant's business or occupation of said Leased Space.
21. **TENANT'S DEFAULT:** Upon the occurrence of any of the below enumerated events of default by Tenant, Town shall have all rights and remedies available hereunder or at law or in equity, all of which rights and remedies shall be cumulative, including the right to terminate this Lease by written notice to Tenant. Upon such termination, Tenant shall be obliged to forthwith return the possession of the Leased Space to Town, and notwithstanding the termination of this Lease, shall also be liable to Town for all unpaid rent, if any is applicable, effective on the date

of any such default, all unpaid Additional Rent and other payments hereunder to the end of the Lease term or then current renewal term, and for all reasonable costs, expenses and attorneys' fees that shall be incurred by Town in enforcing the covenants and agreements of this Lease. Upon the failure of Tenant upon such termination to return the possession of the Leased Space to Town, Town shall have the right to enter upon the Leased Space without judicial process and repossess the same without liability therefore, and without prejudice to any other rights and remedies herein stated. No such repossession of the Leased Space by Town or reletting thereof shall constitute a termination of Tenant's obligations under this Lease. The following shall constitute events of default by Tenant:

- a. the failure by Tenant to pay any installment of rent or any other payment required hereunder;
- b. any breach or failure by Tenant to observe or perform any of its other obligations under the Lease and the failure of Tenant to cure such breach or failure within 30 days after notice in writing to Tenant thereof;
- c. the subjection of the Property, Leased Space, or other improvements located on the Property to any lien, levy or attachment caused by acts or omissions of the Tenant and the failure to obtain the release thereof within ten (10) days or of Town's written demand therefore.

22. **REMOVAL OF TENANT PROPERTY / IMPROVEMENTS:** Upon expiration or earlier termination of Tenant's interest in this Lease, Tenant shall peaceably surrender the Leased Space to Town and further, shall remove all of its communication equipment, ground equipment, and other personal property unless previously offered to and purchased by Town. There shall be no abandonment of improvements or equipment without the written approval of Town.

23. **NOTICES:** All notices, requests, demand and other writings required under this Lease must be in writing and shall be deemed validly given on the date posted if sent by a nationally recognized overnight delivery service or by certified mail, return receipt requested, addressed to the place of business of Town or Tenant as follows (or to any other address that the Party to be notified may have designated, in writing, to the sender):

Town: Town of LaPointe
PO Box 270
LaPointe, WI 54850

Tenant: Bayfield Wireless
Chief Executive Officer
PO Box 586
Bayfield, WI 54814

24. **OBLIGATIONS SURVIVE:** All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof, including without limitation, all payment obligations with respect to taxes and all obligations concerning the condition of the Property, and Leased Space.

25. **WAIVER OF TERMS AND CONDITIONS:** The failure by Town to enforce or insist upon the strict performance of Tenant's obligations hereunder or any other term or provision hereof shall not constitute a waiver thereof or relinquishment of any such terms or conditions, but the same shall continue in full force and effect. Any waiver, to be effective, must be in writing and specifically refer to the right being waived, and shall not apply to any other right.
26. **NO JOINT VENTURE:** The agreements contained herein are not intended, nor shall the same be deemed or construed, to create a partnership between Town and Tenant, to make them joint ventures, nor to make Town in any way responsible for the debts or losses of Tenant.
27. **BINDING EFFECT:** The covenants, agreements and obligations herein contained, except as otherwise specifically provided, shall extend to, bind, and inure to the benefit of the Parties hereto and their respective successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereinabove).
28. **CAPTIONS:** The captions in this Lease are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
29. **SEVERABILITY OF PROVISIONS:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement or any Task Order. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
30. **AUTHORITY:** Town hereby warrants and represents it has full power and authority to execute this Lease without the further consent or agreement of any other person or entity. Tenant warrants and represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin, is qualified to transact business in the State of Wisconsin and has the power and authority to consummate the transactions contemplated by this Lease; that all proceedings of Tenant necessary to consummate the transactions contemplated by this Lease have been duly taken in accordance with law; and that the persons executing this Lease on behalf of the Tenant have been duly authorized to execute this Lease.
31. **ACCEPTANCE:** Tenant hereby agrees to accept this Lease and the Leased Space upon the terms, conditions, and restrictions herein set forth, and covenants to

keep and perform each and every one of said terms, conditions and restrictions. Tenant further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses made and incurred by the Town in enforcing the terms and conditions of this agreement, provided Town is the successful Party, and Town further covenants and agrees to pay and discharge all reasonable costs and attorney's fees and expenses made and incurred by the Tenant in enforcing the terms and conditions of this agreement, provided Tenant is the successful Party.

32. GOVERNING LAW, JURISDICTION AND VENUE: This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Tenant hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Bayfield County, Wisconsin.

Town of LaPointe (Town)

By: _____

Title: _____

Authorized Signature: _____ Date: _____

Bayfield Wireless (Tenant)

By: Mike Cariveau

Title: Chief Executive Officer

Authorized Signature: _____ Date: _____

Exhibit A Installed Equipment

This Exhibit A shall be completed and/or amended by the Tenant, reviewed and approved by the Town, and made a part of the Lease prior to the installation or changes to any Tenant equipment.

1. Microwave dishes with remote radio head
2. Millimeter wave dishes with remote radio head
3. Subscriber Access Point antennas with remote radio heads
4. WiFi Access Point radio equipment
5. Network routing and switching equipment
6. Network security equipment
7. Communications equipment and battery backup power system
8. Network and power cabling as required for installed equipment

**LA POINTE EMERGENCY SERVICES BUILDING MICROGRID
Resolution 2024-0227B**

WHEREAS, the Town of La Pointe ("Town") has pursued increased energy resiliency and self-sufficiency for nearly 20 years, including installing multiple solar arrays on Town property;

WHEREAS, creating a microgrid at the Town's Emergency Services Building (ESB) could provide multiple benefits to the Town and Madeline Island community; these include a reliable source of electric power during an extended outage of the utility grid, the ability of the Town's ambulance, fire and police departments to maintain emergency operations at their headquarters, and a reliable location to provide vulnerable Town residents and visitors with heat, food, medical triage, power for mobile electronic devices, and power for essential medical equipment;

WHEREAS, the Town's 2024 budget commits \$50,000 toward this microgrid proposal;

WHEREAS, calculations show the proposed microgrid could save the Town \$6,850 in the first year through reduced electrical bills, save increasing amounts in future years, and that savings could pay back the Town's \$50,000 investment in 6.8 years;

WHEREAS, the Energy Innovation Grant Program (EIGP) through the Wisconsin Office of Energy Innovation (OEI) could make the ESB microgrid proposal financially feasible by reducing the Town's cost and reducing the payback period from 22.2 years;

WHEREAS, the Town's Energy Committee has reviewed the ESB microgrid project, reviewed proposals from contractors who responded to the Town's RFP of November 2023, and recommends the following:

NOW THEREFORE BE IT RESOLVED, the La Pointe Town Board approves submitting an application for an Energy Innovation Grant through the Office of Energy Innovation;

BE IT FURTHER RESOLVED, the La Pointe Town Board selects Jolma Electric LLC as the microgrid contractor, contingent upon OEI awarding the Town funding through the EIGP.

This Resolution was adopted by the Town of La Pointe on the 27th day of February 2024.

Glenn Carlson, Town Board Chair

ATTEST:

Alex Smith, Town Clerk

RECEIVED

FEB 20 2024

Initial: dg

Grant Application Details

Grant id: 28

Grant Type

Energy Innovation Grant Program (EIGP)

Grant Year

2023

Grant Name

2023 Energy Innovation Grant Program (EIGP)

Docket ID

9709-FG-2023

Project Name

La Pointe Emergency Services Building Microgrid

Project Description

Create an energy resilient microgrid for the Town of La Pointe Emergency Services Building, capable of retaining power during a utility power outage. There will be enough battery storage to form a microgrid without assistance from a backup generator. Install 37.4kW of solar PV. Install 30kW/63.6kWh of battery storage to limit demand from the utility to less than 25kW. Integrate the existing propane generator into the microgrid to charge the battery when state of charge is low during a power outage.

Activity Type

Level 3 Microgrid Implementation

Grant Amount Requested

\$144,000.00

Recipient & Partner Contributions

\$144,000.00

Total Project Cost

\$288,000.00

Grant Applicant Details

The grant applicant is the party who will receive the actual money

Applicant Type

Town

Applicant Legal Name

Town of La Pointe

Applicant DBA Name

Town of La Pointe

Applicant Address

240 Big Bay Road, PO Box 270

Applicant City

La Pointe

Applicant State

WI

Applicant Zip

54850

Applicant Phone

7157478914

Applicant Phone Ext.

Applicant Email

administrator@townoflapointewi.gov

Applicant FEIN

396005969

UEID Code

P2U8WWS9BES3

DRAFT

Grant Application Contacts

Contact Type

Primary

First Name

Michael

Last Name

Kuchta

Contact Title

Town Administrator

Organization

Town of La Pointe

Contact Email

administrator@townoflapointewi.gov

Contact Phone

7157476914

Contact Address

240 Big Bay Road, PO Box 270

Contact City

La Pointe

Contact State

WI

Contact Zip Code

54850

Contact Type

DRAFT

Contractor

First Name

Tyler

Last Name

Stephenson

Contact Title

Organization

Joima Electric LLC

Contact Email

tylers@jolmaelectric.com

Contact Phone

7156851144

Contact Address

3100B Ellis Ave.

Contact City

Ashland

Contact State

WI

Contact Zip Code

54806

Contact Type

Partner

First Name

William

DRAFT

Last Name

Bailey

Contact Title

Consultant

Organization

Cheq Bay Renewables

Contact Email

billebailey2@gmail.com

Contact Phone

7152092218

Contact Address

Contact City

Contact State

Contact Zip Code

DRAFT

Recipient & Partner Contributions

Grant Amount Requested

\$144,000.00

Recipient & Partner Contributions

\$144,000.00

Total Project Cost

\$288,000.00

Name of Contributor	Cash	Salary	In Kind	Description
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Grant Application Communities Served

County	Municipality
Ashland	La Pointe (Town)

Grant Application Budget

	Grant Funded	Contribution Funded	Notes
Equipment			
Labor (Salary)		\$3,315.00	
Labor (Fringe)		\$913.04	
Other		\$7,175.00	
Supplies			
Travel			
Indirect		\$423.00	
Contractual	\$133,840.00	\$131,007.00	

Grant Questions

1 Identify and provide the roles and responsibilities of any project partners or key stakeholder groups.

1. Michael Kuchta, Town of La Pointe Administrator. Role: Applicant, OEI point of contact
2. Bill Bailey, Cheq Bay Renewables. Role: Technical support, project management
3. Tyler Stephenson, Jolma Electric LLC. Role: Installation contractor, project lead

2 Provide specific, measurable objectives that describe the desired results of the project. For each objective, identify metrics to measure its progress and success.

1. Create an energy resilient microgrid for the Town's Emergency Services Building, capable of retaining power during a utility power outage. Resiliency is measured in hours of off-line capability and will be documented for each power outage.
2. Create a microgrid with enough battery energy storage system (BESS) capacity to form the microgrid without assistance from the backup propane generator.
3. Integrate the existing propane backup generator into the microgrid to charge the battery when state of charge is low during a power outage. The generator will run longer and more efficiently when it is needed, and will turn off when not needed, extending the life of the unit, saving fuel, and reducing emissions.
4. Reduce electric bills by more than 90%. This will be accomplished by:
 - a. Installing 37.4kW of solar PV which will offset nearly 100% of the utility energy charge on an annual basis.
 - b. Install 30kW/63.6kWh of battery storage to limit demand from the utility to less than 25kW. That will make the site eligible to switch tariffs from General Service TOD (Cg-7) to Small General Service (Cg-2), thereby eliminating demand charges.
5. Increase the capability of the Emergency Services Building to serve as an emergency operations center and resiliency hub to meet community needs during a disaster or similar event.
6. Upgrade the existing solar PV inverter at Town Hall to eliminate interference with police department radio communications.

3 Provide a list of any reference materials included in the Uploads Tab.

1. 9709-FG-2023 Applicant Metrics Excel Document
2. CEJST Map and OEI Map
3. Budget Support
4. Accepted Bid for Installation
5. Town of La Pointe Resolution 2024-0227B

4 Are you a previous award recipient for an implementation project under EIGP? Do not answer "yes" if you received a Planning Award (Activity 3) in the past.

N/A

5 Demonstrate applicant eligibility and acknowledge IJA applicability to the project. Demonstrate how past planning

efforts, organization, staff, stakeholder, and known subcontractors' experience will assist achieving the objectives.

The Town of La Pointe is a local unit of government and an eligible applicant as outlined in the EIGP NOFO. The Town acknowledges the IJA requirements, including Buy American, Davis-Bacon Act, Historic Preservation Act, and National Environmental Policy Act.

Michael Kuchta, La Pointe Town Administrator, will be the Town's point of contact for the project. He will be supported by Bill Bailey of Cheq Bay Renewables (CBR) as well as by the Town Energy Committee and other Town staff.

The Town's Energy Committee is five community members appointed by the Town Board. Since the committee was created in 2007, it has successfully overseen implementation of several projects, including solar arrays at three Town facilities. It oversaw a feasibility study and developed a microgrid proposal linking Town Hall, the Library, and the Community Clinic using existing solar and generator capacity; that proposal has not proven cost-effective but provides a foundation for this microgrid proposal at the Town's Emergency Services Building.

The committee also led comprehensive replacement of lighting with more efficient fixtures for all Town infrastructure, and produced research on potential alternative energy projects on Madeline Island, including wood boilers and community wind generators.

The Town Board is demonstrating its commitment to the ESB microgrid proposal with a \$50,000 allocation in the 2024 budget.

CBR is a 501(c)(3) nonprofit organization working to make renewable energy more accessible in Ashland and Bayfield counties. Bill Bailey, CBR's president, has demonstrated experience in solar project and microgrid development, financial analysis, utility coordination, project ally communications, and team management. CBR microgrid projects include three with the Bad River Band of Lake Superior Chippewa and two with Bayfield County facilities, including the first application of Xcel Energy's Resiliency Service Pilot (RS-1) tariff.

The primary contractor, Jolma Electric LLC, is a locally owned, Ashland-based business whose specialties include commercial solar systems. It recently installed a microgrid at the Bayfield County Jail. The company routinely works in La Pointe and understands the additional challenges of completing projects on an island.

6 Provide a cost basis for each line item on which costs were entered on the Budget Tab. Identify what costs or portions thereof are anticipated to be grant-funded or funded by the applicant, or its partners (cost share or match).

The Town Board committed to this project with a \$50,000 allocation in the 2024 budget.

The Town released a Request for Proposal (RFP) for contractors in November 2023 and received responses in January 2024 for the proposed microgrid. The Town Energy Committee reviewed the responses and forwarded its recommendation to the Town Board. The Board selected Jolma Electric LLC as the contractor in February 2024. The project is contingent upon grant funding but, if funded, the prices are firm (as stipulated in the RFP).

Personnel costs are provided in-kind and are estimated in the table below:

Hourly Rate Hours Amount

La Pointe Staff rate includes fringe □Michael Kuchta \$58.43 40 \$2,337.20

La Pointe Staff rate includes fringe □Dorgene Goetsch \$30.34 11 \$333.74

La Pointe Staff rate includes fringe □Lauren Burtax \$41.21 10 \$412.10

La Pointe Energy Committee □members \$31.80 36 \$1,145.00

Cheq Bay Renewables □Bill Bailey \$100.00 20 \$2,000.00

Total \$6,228.04

7 Describe any expected savings associated with operations and maintenance and its impact on financial outcomes, labor, or other resources. As applicable, describe the expected payback from the grant activities and the methodology used to calculate it.

It is estimated the Town will save \$6,850 the first year in reduced electric bills, a reduction of 97%. The microgrid system will enable the facility to cap usage below Xcel's 25kW demand threshold, allowing it to switch to Xcel's Small General Service tariff (Cg-2) and thereby eliminate all demand charges. The solar PV will generate enough kWh to offset the energy charge (kWh) on an annual basis through Xcel's net metering policy. The only remaining utility expense will be the monthly \$18.50 facility charge. The payback for the Town's \$50,000 investment will be 6.8 years. Financial metrics are supported in the Reference Materials Budget Support document, which includes a 25-year cash flow analysis. The 25-year internal rate of return is 14.7%, the 25-year net present value at 3% discount rate is \$91,843, and the 25-year cumulative cash flow is \$164,138. All assumptions used are listed in the cash flow analysis page.

8 Describe why EIGP funding is needed to move forward with the project, including the likelihood of the project to move forward with and without it.

The EIGP funding represents 50% of the project amount. If funded, the capital provided by the Town will be paid back in approximately 6.8 years. Without the EIGP funding, the payback period would be 22.2 years; under this timeline, the project would not move forward.

9 Describe the economic impact of the project in terms of cost savings, job creation (direct or potential for future), overall stimulus to the local or state economy, etc.

Anticipated electricity savings will have a visible impact on the Town's budget. First-year savings alone of \$6,850 will pay a year's worth of training for the volunteer fire department, or a year's worth of new turnout gear for firefighters.

Resiliency and self-sufficiency are fundamental needs on an island, which is more vulnerable than rural communities in general to the impact of power outages, natural disasters, and climate change.

There is no bridge from the mainland; a 2.2-mile channel of Lake Superior separates La Pointe from immediate utility and public safety response. The electricity transmission cable from the mainland lies exposed on the lakebed, making it susceptible to damage by marine traffic especially when lake levels are low, as they are now. Ice conditions in winter and early spring mean there are times vehicles cannot reach the island by ferry or ice road. In such situations, it could take days for sufficient resources to mobilize.

The island is heavily forested but the utility grid is mostly overhead lines. Short-term outages are common, as wind and snow knock out lines. More-severe weather, and threats such as wildfire, increase the risk to island residents and businesses. In fact, adverse weather can limit or shut down ferry service at any time; NOAA is documenting higher average wind speeds in this region, which is causing more, unpredictable reductions in ferry service.

Even in normal times, utility crews might need an emergency ferry to reach the island. That cost is reflected in local utility charges and places an additional burden on disadvantaged households.

Creating a safety zone by basing a microgrid at the Town's Emergency Services Building makes sense logistically: the building is on a county highway, is less than 1/2-mile from Town Hall, less than 1/4-mile from the ferry dock, and 1 mile from the airport (4R5). This location means police, fire and ambulance should be able to operate at full efficiency from their HQ, with

minimal disruption under emergency conditions. In addition, when power fails, the microgrid could provide functioning public space ranging from simple needs such as charging a phone or providing internet access, to life-saving needs such as heat, a staging area for meal distribution, medical and situational triage, or a guaranteed power supply for essential medical equipment.

In addition, replacing the solar PV inverter in Town Hall would eliminate a public safety gap for the Town police department, which has an administrative office there. The current Pika inverter has a known flaw: it creates RF interference that disrupts radio communications. La Pointe police, because of the Town's island location, rely on repeater towers to receive dispatches from Ashland County's main tower, which is 35 miles away. The Sol-Ark inverter that would replace the Pika unit is certified as Category B, which means it does not emit RF interference.

10 For Implementation Project Applicants (Activity 1 and 2) Only, include proposed system size in kW; if storage, capacity size in kW. What is your total project savings in kWh. Activity 3 Applicants, enter "N/A".

The proposed solar PV is 37.4kW; the BESS is 30kW/63.4kWh. The solar PV system will generate 48,600 kWh annually, offsetting the entire building load on an annual basis.

11 For Implementation Project Applicants (Activity 1 and 2) Only. Describe the effectiveness of the project in saving or producing clean energy in terms of kilowatts, kilowatt hours, therms, gallons of gasoline, etc. Activity 3, please enter N/A.

The project's 37.4kW of solar PV will prevent 37.4 tons of CO₂ from being emitted, as determined by the EPA Greenhouse Gas Equivalencies Calculator. The PV array maximizes efficiency by utilizing bifacial solar modules and is estimated at 1,300 kWh/kW/year.

12 Identify the extent to which the benefits of the project fall within a disadvantaged community (DAC). Provide evidence of equitable engagement of and benefits flow down to CEJST-identified DACs. Describe how the project supports the Justice40 initiative.

The project is within a disadvantaged census tract (55003950800). All benefits would directly impact the residents of Madeline Island by reducing the Town's utility expenses, freeing up that money for other essential services. Madeline Island residents will also benefit because first responders based at the Emergency Services Building will have increased capacity to deliver quicker and more consistent response times under emergency conditions. The building will be designated as a Community Resilience Hub where, during an emergency, the public can find a safe place to shelter temporarily, receive essential services, charge devices such as cell phones and laptops, and keep informed of public safety, health, or evacuation procedures.

Of note, the census tract is in the 94th percentile for population over 64 years old; having resilient emergency services and a Community Resilience Hub for an aging population is critical.

The census tract is classified as disadvantaged primarily because it falls in the 79th percentile for low income, above the 65th percentile threshold when household income is less than twice the federal poverty level. Living on an island that relies on ferry service means everything that arrives on and leaves the island must do so by boat. That increases the time and cost to residents, including acquiring such essentials as food, prescriptions, any medical care beyond the basics, and fundamental

services that mainland residents take for granted. That reality puts an additional strain on all residents, especially disadvantaged households. Additional characteristics that contribute to the community being underserved:

" Madeline Island includes part of the reservation of the Bad River Band of Lake Superior Chippewa.

" The island, whose year-round population is 430, has a severe affordable housing shortage, which is part of the underinvestment that hinders economic growth. A 2023 market analysis by Maxfield Research says the community needs 46 more homes: 10 single-family houses, 20 year-round rental units, and 16 seasonal rentals for workers. Further, much of the housing stock is seasonal, and not adequately plumbed or heated for off season weather.

The census tract is also considered disadvantaged because of its proximity to a superfund site.

13 Provide the proportion of project-benefiting census tracts that are considered DAs, relative to the total census tracts by which the project provides benefits.

100% of the benefits of the project would stay within the disadvantaged census tract in which Madeline Island is located.

14 Implementation Project Applicants (Activity 1 and 2) Only: Provide evidence of underway or existing energy planning and its impact on the likelihood of achieving success in the project. Activity 3 Applicants, enter "N/A".

The Town has completed several energy projects, including three solar arrays. In August 2021, La Pointe submitted and was awarded an OEI Critical Infrastructure Microgrid and Community Resilience Center Pilot Grant. This \$52,344 feasibility study was completed by muGrid Analytics, Solar CBI, and Cheq Bar Renewables; it was supported by Town of La Pointe staff and its Energy Committee.

After completing the OEI study in June 2022, the Town of La Pointe commissioned Xcel Energy to conduct a Scoping Study, which delivered a preliminary cost estimate and preliminary design of a three-building microgrid incorporating Town Hall, the Library, and the Community Clinic. The Scoping Study and Cost Estimate used the OEI study to further refine the utility side of the microgrid; the study was the basis for an unsuccessful 2022 EIGP grant application.

In summer 2023, a DOE ERA grant to fund the three-building microgrid also was unsuccessful. The Energy Committee recognized that the cost-benefit analysis made the three-building microgrid project unfeasible. It then turned its attention to the approach of this grant application: a single-building microgrid at the Emergency Services Building.

Although past planning efforts have not yet yielded tangible results, each effort built a community of knowledge and developed relationships with energy planners and with the utility. We hope these past efforts will help make this current project a reality.

15 Planning Project Applicants (Activity 3) Only: Does your organization have any level of existing energy planning, feasibility study or energy audit? Activity 1 and 2 Applicants, enter "N/A".

N/A

16 Planning Applicants (Activity 3) Only: Is this a new plan? If the answer is no, describe how it is different from original plan, including previous endeavors to illustrate their current or past efforts.

N/A

17 Implementation Project Applicants (Activity 1 and 2) Only: Describe whether the project impacts energy resiliency, the capacity to prevent outages or recover more quickly in the event of an energy outage. Activity 3 Applicants list "N/A".

The proposed microgrid's islanding capabilities -- that is, its ability to operate with or without the electric grid -- creates energy resiliency. The battery capacity is sized for the full building load, so will form the microgrid during a power outage without initially engaging the backup propane generator. If the battery state of charge reaches a predetermined low setpoint, the generator is engaged and operates at peak efficiency until the battery is charged, then shuts off, saving fuel and reducing emissions. This is in contrast to a stand-alone backup generator, which will run 24/7 during a power outage, often at low efficiency because of low demand.

In summer conditions with adequate solar generation, the system could operate without the utility grid for weeks, as the battery could be recharged from the sun each day. In the winter, with less solar generation and increased electric use, the battery should cover 6-8 hours of demand before engaging the backup generator.

18 Planning Applicants (Activity 3) only: Describe whether the proposed plan impacts energy resiliency the capacity to prevent outages or recover more quickly in the event of an energy outage. Explain the context within which your project adds to resiliency.

N/A

19 Describe how the project is innovative in its use of technology, methodology, engagement of partners, impact to stakeholders and if it could be replicated by other organizations. Show project can demonstrate value to or engagement with the community.

The project is innovative in that it builds a local microgrid with a plug-and-play system. This project saves money by eliminating layers of engineering design, using off-the-shelf components, and generating a positive cost-benefit analysis. The Sol-Ark inverter is a DC-coupled solution where all components are integrated behind a single DC-coupled inverter with built-in microgrid controls. Operating mode options are not as sophisticated as more-advanced systems, but buildings with relatively low demand, and no utility demand charges, don't need more-complicated technology. This approach eliminates long equipment lead times and ensures that qualified local contractors can provide installation and maintenance services. In addition to saving the Town money, the microgrid and inverter replacement at Town Hall increase the island's self-sufficiency and the community's ability to maintain core and emergency services during an extended power outage. As stated earlier, basing the microgrid at the Town's Emergency Services Building means police, fire, ambulance, and other emergency responders should be able to operate at full efficiency with minimal disruption under emergency conditions. The ESB is the logical location to function as a community resilience hub during emergencies, providing simple basics such as charging electronics or providing internet access, as well as providing life-saving services such as heat, a staging area for meal distribution, medical and situational triage, or a guaranteed power supply for essential medical equipment. It is the microgrid that would make all that possible.

**Town of La Pointe
Energy Committee
Monday November 6, 2023
9 am at Town Hall/Zoom
Minutes**

Members present: Lilah Guertin (Chair), Zach Montagne and Robin Trinko-Russell,
Members absent: Tom Kromroy and Scott Hayman
Staff present: Michael Kuchta, Town Administrator
Public present: Bill Bailey, Cheq Bay Renewables

1. Call to order/Roll Call

The Energy Committee meeting was called to order by Lilah.

2. Public Comment

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

A. October 9, 2023

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

4. Updates from Public Service Commission

Bill reported that on 11/3/23, the Public Service Commission approved an EIGP (Energy Innovation Grant Program) with a similar structure as in prior years. This grant will be \$7.8M vs. \$10M from last year. We submitted a grant for a downtown microgrid last year that was not awarded. This grant will focus on disadvantaged communities and Madeline Island is in a disadvantaged census tract. The timeline has not yet been announced but Bill anticipates the application deadline could be as early as February and hopes the awards will be announced in the spring (late April or early May) but that is only a guess.

5. Energy Innovation Grant Program (EIGP) discussion

Bill gave a quick overview of the downtown microgrid history concluding this project is no longer economically feasible with consensus from the committee. Bill suggested applying for the EIGP for an Emergency Services Building (ESB) Solar & Storage Microgrid. He presented cost estimates (\$177,870), budget (funding from EIGP, Focus on Energy, Federal "Elective Pay" and La Pointe capital or fundraising) and financial metrics (6.3 year break-even pay back) supporting his proposal.

Bill explained the need to move from the Cg-7 to Cg-2 Xcel Tariffs in order to make this project financially feasible. This can be done by just asking for the change and keeping the monthly usage under 25kW which with this solar + storage will keep the demand under control.

Bill suggested the next steps be to send out Request for Proposal with the next month (he will help draft) and have a CPA review Federal Elective Pay (to make sure it applies to make the budget work).

Motion by Zach to recommend to the Town Board to reduce the 2024 budget request to \$50,000 and move forward with the above proposed RFP, seconded by Robin, all ayes. Motion carried.

Clerical note: Robin left at 9:27 - no quorum.

Bill asked Zach to verify if the ESB has 3 phase power which will change the inverter specs but should not change the cost much.

Bill will update his figures to a \$50,000 Town match (per motion above) and get a draft RFP to Michael this week so it can be put on next week's Town Board agenda.

Michael asked Bill about electrical vehicle (EV) charging station grants as the cost to install one in the Whitefish parking lot was originally in the downtown microgrid grant proposal but not in the current ESB solar + storage microgrid proposal. Bill thought a charging station at the ESB was not in a convenient downtown location. He spoke about a DOT CFI Grant that Ashland County will be applying for in the spring that the Town could possibly link up with. This grant (along with Xcel reimbursement) would cover the entire cost of installation leaving just the cost of energy which could be passed on to the customer. Michael will look into.

Many thanks to Bill for all his work and insight!!!

6. Set next meeting and agenda

Next meeting will be scheduled after receiving Town Board feedback.

7. Adjourn.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant.
Minutes approved as presented 2/16/24. D. Goetsch, Clerical Assistant

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY February 8th, 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: Charley Brummer

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:** Charley Brummer stated that he would like ferry line rates to be the same for everyone and that activities will not get a discounted rate.
4. **Minutes – 2/1/2024:** Motion by M. Anderson to approve the minutes as presented, seconded by M. Collins, all in favor, motion carried.
5. **Committees – Updates**
 - a. **President:** None.
 - b. **Communications:** M. Collins is meeting with the Otto Bremer Trust regarding potential grants.
 - c. **Other:** Conversation of what is on the special town board meeting agenda for tonight, Thursday, February 8th, 2024.
6. **Harbor Assistance Program (HAP):** Mike Halsted from the Harbor Assistance Program has sent a three-year statement of intent for the Harbor Commission to complete. The form is due by April 1st, 2024.
7. **Town Dock Lease – Assignment and Assumption:** Madeline Island Ferry Line to sign document.
8. **Powers of Municipalities (FAQ5):** This document relates to the rules that dictate the authority of a municipality to provide favorable rates to different types of entities (non-profit or for profit). Consensus that getting legal counsel from Robert Burns (Amundsen Davis) is best to understand and confirm the rules and regulations.
9. **Bremer Bank Proposal & Ehlers Financial Model Review:** Motion by M. Anderson to recommend the Town Board to adopt and sign the Bremer Bank proposal and Ehlers financial model, seconded by P. Ross, discussion regarding limitations of outside borrowing, all in favor, motion carried.

10. **Offers of Assistance – Updates:**

- a. L. Burtaux submitted reimbursement from the Department of Administration for the Governor’s budgeted award of \$200,000. The request is for \$98,379.07, which leaves \$101,620.93 still available for reimbursement requests.
- b. Motion by Z. Montagne to go into closed session to discuss updates and offers of assistance pertaining to the managing director, seconded by E. Erickson, roll call vote, 7 ayes, in closed session at 9:23am.

Motion by E. Erickson to come out of closed session, seconded by M. Collins, all in favor, motion carried, out of closed session at 9:35am.

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.

Glenn Carlson has offered to volunteer his time and assistance to set up process between the Harbor Commission and Madeline Island Ferry Line, LLC. Motion by M. Anderson to approve Glenn’s assistance, seconded by E. Erickson, all in favor, motion carried.

11. **Approval of Bills:** Motion by M. Anderson to approve the bill from Amundsen Davis for legal fees for \$4,773.50, seconded by Z. Montagne, all in favor, motion carried.
12. **Future Agenda Items:** Baker Tilly engagement letter.
13. **Meeting Dates:** Thursday, February 15th, 2024, at 9am.
14. **Adjourn:** Motion by M. Collins to adjourn, seconded by E. Erickson, all in favor, motion carried. Meeting adjourned at 9:38am.

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 February 15th, 2024
9:00 am at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross

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

Public Present: Glenn Carlson

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 – 2/8/2024: Motion by M. Anderson to approve the minutes as presented, seconded by M. Collins, all in favor, motion carried.
5. Committees – Updates
 - a. President: Baker Tilly Engagement Letter: Motion by M. Collins to approve engagement letter, the total estimate of the Harbor Commission audit for 2023 is \$11,000-15,000, seconded by M. Anderson, all in favor, motion carried.
 - b. Communications: None.
 - c. Other: None.
6. Update on Upcoming Operational Tasks – Glenn Carlson: G. Carlson has been working with Robin and the MIFL staff to understand revenues and expenditures. Glenn has compiled an outline to detail upcoming operational tasks. Discussion of part-time and full-time employees. The Harbor Commission thanks Glenn for his assistance.
7. Discussion of Karwath Proposal for Grant Writing: M. Collins has been working with Rob Karwath to develop grant writing, one of the main topics being expansion of the ferry schedule for extracurricular activities for school kids. Z. Montagne motions to engage and sign with Rob Karwath and AIMClear to assist in grant writing, with specific detail to apply for four grants for \$3,375, seconded by M. Anderson, all in favor, motion carries.
8. Bremer Bank Proposal & Ehlers Financial Model Review: The Board of Commissioners of Public Land's (BCPL) loan for \$4.9 million is continuing along but will not be approved until March 5th.

9. **Inquiries from Other Organizations:**
 - a. **MIFL Employee Benefit Questions:** Discussion of various benefits provided to employees.
10. **Offers of Assistance – Updates:** The Harbor Assistance Program has a three-year intentional statement to be filled out by April 1st. M. Childers asked G. Carlson to assist in submitting this form.
11. **Approval of Bills:** Motion by M. Anderson to approve the three bills in the total of \$579.69, one from Baker Tilly for \$256, second Deluxe a self-inking deposit stamp for \$73.69, and one from Wisconsin Commercial Ports Association for \$250, seconded by M. Collins, all in favor, motion carried.
12. **Future Agenda Items:** Financial/account review, fee schedule resolution/ordinance including private freight rates.
13. **Meeting Dates:** Thursday, February 22nd, 2024, at 9am.
14. **Adjourn:** Motion by E. Erickson to adjourn, seconded by Z. Montagne, all in favor, motion carried. Meeting adjourned at 9:39am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, February 22, 2024, L. Burtaux.

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

TOWN OF LA POINTE
Board of Harbor Commissioners
MONDAY February 19th, 2024
9:00 am at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross

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

Public Present: Glenn Carlson

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. Authorization of Payment to Madeline Island Ferry Line, LLC for Working Capital: Motion by E. Erickson to make a payment to MIFL, LLC for working capital for \$300,000, seconded by M. Collins, discussion of the process of payments moving forward.
5. Future Agenda Items: Harbor Commission president, revise and repost for the managing director's position, financing update, potential ferry line disbursement.
6. Meeting Dates: Thursday, February 22nd, 2024, at 9am.
7. Adjourn: Motion by M. Collins, to adjourn, seconded by Z. Montagne, all in favor, motion carried. Meeting adjourned at 9:07am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, February 22, 2024, L. Burtaux.

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

2/13/2024 8:37 AM

Balance Sheet Summary Report

Page: 1
ACCT

Dated From: 1/01/2023
Thru: 12/31/2023

Fund: All Funds

	Debit	Credit
CASH AND MARKETABLE SECURIT	1,615,786.27	
TAXES & SPEC. ASSMT. RECV' B	4,036,411.43	
ACCOUNTS RECEIVABLE	792,207.52	
DUE FROM OTHER GOVERNMENTS		
DUE FROM OTHER FUNDS	3,014.20	
INVENTORIES AND PREPAYMENTS	157,169.23	
FUND BALANCES		44,007.88
<hr/>		
TOTAL ASSETS	6,560,580.77	
<hr/>		
ACCOUNTS PAYABLE		1,112,505.33
DUE TO OTHER GOVERNMENTS		1,122,301.46
DUE TO OTHER FUNDS		3,014.20
DEFERRED REVENUES	290.39	
Undefined Level		2,000.00
LONG-TERM DEBT		3,248,144.65
<hr/>		
TOTAL LIABILITY		5,487,675.25
<hr/>		
RETAINED EARNINGS	66,543.20	
FUND BALANCES		1,697,322.48
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TOTAL FUND EQUITY		1,630,779.28
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FEB 20 2024

Initial: dg

2/13/2024 8:37 AM

Balance Sheet Summary Report

Page: 2
ACCT

Dated From: 1/01/2023
Thru: 12/31/2023

Fund: All Funds

	Debit	Credit
2023 Revenues		4,583,717.19
2023 Expenditures	5,141,590.95	
GRAND TOTALS	11,702,171.72	11,702,171.72

	Unposted Included		2023		Budget	Budget	% of
Fund: 100 - GENERAL FUND	2023	2023	Actual	Budget	Status	Budget	Budget
	December	12/31/2023	12/31/2023	Budget			
TAXES	2,642.97	2,105,801.03	2,066,629.25	39,171.78	101.90		
SPECIAL ASSESSMENTS	0.00	10,845.16	9,405.00	1,440.16	115.31		
INTERGOVERNMENTAL REVENUES	1,044.11	161,323.49	238,238.00	-76,914.51	67.72		
LICENSES AND PERMITS	883.00	51,941.49	48,067.00	3,874.49	108.06		
FINES, FORFEITS AND PENALTIES	469.37	4,959.61	2,600.00	2,359.61	190.75		
PUBLIC CHARGES FOR SERVICES	17,982.99	538,777.28	464,602.00	74,175.28	115.97		
INTERGOVT. CHARGES FOR SERV.	0.00	70,160.86	37,000.00	33,160.86	189.62		
MISCELLANEOUS REVENUES	13,102.34	192,069.43	109,660.00	82,409.43	175.15		
OTHER FINANCING SOURCES	0.00	1,100,449.00	1,533,447.00	-432,998.00	71.76		
Total Revenues	36,124.78	4,236,327.35	4,509,648.25	-273,320.90	93.94		

	Unposted Included		2023 December	2023 Actual 12/31/2023	2023 Budget	Budget Status	% of Budget
	2023 December	2023 Actual 12/31/2023					
GENERAL GOVERNMENT	36,991.90	613,433.96	625,175.59	11,741.63	98.12		
PUBLIC SAFETY	115,505.32	783,918.29	820,405.00	36,486.71	95.55		
PUBLIC WORKS	56,658.67	754,909.72	851,013.80	96,104.08	88.71		
HEALTH AND HUMAN SERVICES	654.31	48,470.14	44,199.00	-4,271.14	109.66		
CULTURE, RECREATION AND EDU.	27,763.36	413,250.75	432,295.00	19,044.25	95.59		
CONSERVATION AND DEVELOPMENT	2,620.19	109,836.65	176,628.00	66,791.35	62.19		
CAPITAL OUTLAY	10,028.61	975,601.06	1,096,186.57	120,585.51	89.00		
DEBT SERVICE	5,148.36	417,795.71	424,195.29	6,399.58	98.49		
OTHER FINANCING USES	0.00	39,550.00	39,550.00	0.00	100.00		
Total Expenses	255,370.72	4,156,766.28	4,509,648.25	352,881.97	92.17		

Net Totals -219,245.94 79,561.07 0.00 -79,561.07

Dated From: 1/01/2023 Fund: All Funds Unposted Included
 Thru: 12/31/2023

	2023 December	2023 Total
TAXES	2,642.97	2,105,801.03
SPECIAL ASSESSMENTS		10,845.16
INTERGOVERNMENTAL REVENUES	1,044.11	176,518.60
LICENSES AND PERMITS	883.00	51,941.49
FINES, FORFEITS AND PENALTIES	469.37	4,959.61
PUBLIC CHARGES FOR SERVICES	17,992.99	548,158.28
INTERGOV'T. CHARGES FOR SERV.		70,160.86
MISCELLANEOUS REVENUES	15,552.16	375,333.16
OTHER FINANCING SOURCES	89,550.00	1,239,999.00
Total Revenues	128,134.60	4,583,717.19

2/13/2024 9:14 AM

Statement of Revenues & Expenditures - Summary

Page: 2

ACCT

Dated From: 1/01/2023

Fund: All Funds

Unposted Included

Thru: 12/31/2023

	2023 December	2023 Total
GENERAL GOVERNMENT	38,816.90	645,776.00
PUBLIC SAFETY	115,739.32	787,631.77
PUBLIC WORKS	83,142.43	862,427.33
HEALTH AND HUMAN SERVICES	654.31	73,615.14
CULTURE, RECREATION AND EDU.	35,776.19	464,764.90
CONSERVATION AND DEVELOPMENT	2,620.19	109,836.65
CAPITAL OUTLAY	10,028.61	998,295.59
DEBT SERVICE	5,148.36	417,795.71
OTHER FINANCING USES	50,000.00	822,503.00
Total Expenses	341,926.31	5,182,646.09
Excess of Revenues Over (Under) Expenditures	(213,791.71)	(598,928.90)

TB(9).CLERK, TA, ACCT, CLERICAL, PUBLIC

Dated From: 1/01/2024 Fund: All Funds
Thru: 1/31/2024

	2024 January	2024 Total
TAXES	88,080.10	88,080.10
LICENSES AND PERMITS	450.00	450.00
FINES, FORFEITS AND PENALTIES	135.00	135.00
PUBLIC CHARGES FOR SERVICES	43,153.56	43,153.56
INTERGOV'T. CHARGES FOR SERV.	3,075.93	3,075.93
MISCELLANEOUS REVENUES	10,662.45	10,662.45
Total Revenues	145,557.04	145,557.04

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Statement of Revenues & Expenditures - Summary

Page: 2
ACCT

Fund: All Funds

Dated From: 1/01/2024

Thru: 1/31/2024

	2024 January	2024 Total
GENERAL GOVERNMENT	75,320.24	75,320.24
PUBLIC SAFETY	64,853.27	64,853.27
PUBLIC WORKS	56,249.67	56,249.67
HEALTH AND HUMAN SERVICES	1,059.13	1,059.13
CULTURE, RECREATION AND EDU.	17,278.31	17,278.31
CONSERVATION AND DEVELOPMENT	3,410.18	3,410.18
CAPITAL OUTLAY	1,296.29	1,296.29
Total Expenses	219,467.09	219,467.09
Excess of Revenues Over (Under) Expenditures	(73,910.05)	(73,910.05)

TB(5) CLERK, TA, ACCT, CLERICAL, PUBLIC

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Balance Sheet Summary Report

Page: 1
ACCT

Dated From: 1/01/2024
Thru: 1/31/2024

Fund: All Funds

	Debit	Credit
CASH AND MARKETABLE SECURIT	422,319.28	
TAXES & SPEC. ASSMT. RECV' B	4,036,411.43	
ACCOUNTS RECEIVABLE	833,164.94	
DUE FROM OTHER GOVERNMENTS		
DUE FROM OTHER FUNDS	3,014.20	
INVENTORIES AND PREPAYMENTS	157,169.23	
FUND BALANCES		44,007.88
TOTAL ASSETS	5,408,071.20	
ACCOUNTS PAYABLE		33,780.81
DUE TO OTHER GOVERNMENTS		1,122,301.46
DUE TO OTHER FUNDS		3,014.20
DEFERRED REVENUES	290.39	
Undefined Level		2,000.00
LONG-TERM DEBT		3,248,144.65
TOTAL LIABILITY		4,408,950.73
RETAINED EARNINGS	566,533.69	
FUND BALANCES		1,639,564.21
TOTAL FUND EQUITY		1,073,030.52



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Balance Sheet Summary Report

Page: 2
ACCT

Dated From: 1/01/2024
Thru: 1/31/2024

Fund: All Funds

	Debit	Credit
2024 Revenues		145,557.04
2024 Expenditures	219,467.09	
GRAND TOTALS	5,627,538.29	5,627,538.29

Section 5: SELLING/DISPOSING OF TOWN PROPERTY

The Town Board must approve any removal (sale) of Town-owned property. Disposal of equipment equals revenue generation for the Town. If appropriate, items are to be offered to other departments first.

Liquidation methods can include, but is not limited to, Craigslist, Ebay, WI Surplus, notice to the Ashland Daily Press and local posting at official Town posting locations.

The Town must charge and collect sales tax on tangible personal property the Town is selling that are normally taxable. If not collected, the Town Treasurer or Accounting Administrator must calculate sales tax at the Town's expense and pay it to the State of Wisconsin. Examples of tangible personal property include:

- Clothing
- Computers
- Office equipment
- Electricity
- Gas
- Water
- Prewritten computer software, regardless of how it is delivered
- Repair and service of tangible personal property, items, property, or goods
- Rooms or lodging for less than one month

Option 1

Charge and collect 5.5% sales tax (5% state, .5% Ashland County) in addition to the cost of the item being sold. When you turn in your sales to the Town Treasurer, you must break down the amount of the sales and the amount of sales tax collected. Accounting Administrator will report it to the State of Wisconsin.

Option 2

If sales tax is not charged due to difficulty in collecting or some other restriction, you must separate the amount of the taxable sales from other funds when you turn in funds to the Town Treasurer. Accounting Administrator will report this amount to the State of Wisconsin.

NOTE 1 -- For sales to other tax-exempt organizations, purchaser must provide Sales and Use Tax Exemption Certificate.

NOTE 2 - Your department will be charged for the sales tax not collected; it will be deducted from budget revenues.

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Section 5: SELLING/DISPOSING OF TOWN PROPERTY

The Town Board must approve the removal, disposal, or sale of any Town-owned equipment, vehicles, tools, and similar property in functional condition. Approval must take place at a properly noticed Board meeting.

Under state statute 60.10(2)(g), Town electors must approve the sale or donation of land, buildings, and other real property.

If appropriate, items being liquidated first must be offered to other departments. Otherwise, when feasible, disposal should seek to generate revenue for the Town.

The preferred option to maximize revenue is to offer items for sale through the Wisconsin Surplus Online Auction website (<https://wisconsinsurplus.com>). Other liquidation options include Craigslist and Ebay.

At a minimum, notice of items for sale also should be posted on the Town website and at the official Town posting locations. Other means of publicizing the sale are encouraged, including paid notice in the Ashland Daily Press and postings on social media sites.

Note: The Town must charge and collect sales tax on "tangible personal property" that normally is taxable. For sales to other municipalities or to other tax-exempt organizations, the purchaser must provide a Sales and Use Tax Exemption Certificate.

If sales tax is not collected from the purchaser, the Treasurer or accounting department must calculate the amount of sales tax the Town owes and pay it to the State of Wisconsin. The uncollected sales tax will be charged to the department making the sale.

(5) STB, TA, A, Clerk, Treas, Public

TOWN OF LA POINTE VACANCY

Treasurer

The Town Board seeks applicants from which to select and appoint a Town Treasurer for the remainder of the elected term, which ends on April 15, 2025. The Treasurer must maintain a voting residence in La Pointe.

Position: Part-time position (flexible schedule)

Start Date: To be determined

Job Summary: The Treasurer works with the Town's accounting staff to maintain bank accounts and financial records, and to track and deposit all cash, checks, donations and other money received by the Town. This includes loans and the semi-annual payment and disbursement of property taxes.

Requirements: A combination of education, training, and/or experience that provides the knowledge, math abilities, and other organizational skills necessary to perform the job satisfactorily. Excellent attention to detail. Ability to prioritize and self-direct work. Willingness to learn and work within Workhorse municipal accounting software.

Salary: \$907.50/month (established by Town voters); translates to \$10,890/year.

Other: The position requires working for extended periods at a desk and with a computer; a comfort level working with large volumes of cash and checks; the ability to communicate effectively by phone, email and face-to-face; and a responsive and problem-solving approach. Background check required. The appointee must be bondable.

Initial Deadline for Applications: Until the position is filled

Please submit letter of interest, resume or similar documents detailing your qualifications to:
Clerk, Town Hall, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850 or
clerk@townoflapointewi.gov

The Town of La Pointe is an Equal Opportunity Employer

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(5)TB, TA, A, Clerk, Tres, Politic

January 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$137,603.18</u>
<u>Harbor Commission</u>	<u>\$11,066.75</u>
<u>Library Board Approved Claims</u>	<u>\$10,461.17</u>
Total of All Alternative Claims:	\$159,131.10

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ALTERNATIVE CLAIMS 2024

January 2024

Date	Payable to Who	Check #	Amount	Description
1/3/2024	Xcel - Main	#715AE	3,700.40	Statement 12/18/23 *Previous Year Expense in WH
1/4/2024	Wisconsin Retirement System	#297490	12,086.47	December 2023 Retirement *previous yr expense in WH
1/8/2024	Dept. of Employee Trust Funds	#011001498	17,329.50	Feb 2024 Health Insurance
1/11/2024	Department of the Treasury	#54845408	7,517.14	PR#1 2024 FIT
1/11/2024	WI Dept of Revenue	#0191874656	1,548.73	PR#1 2024 SIT
1/11/2024	Empower/Deferred Comp	#1154139972	100.00	PR#1 2024 Deferred Comp
1/17/2024	Securian Financial	82913	532.22	February 2024 Life Insurance
1/17/2024	WI SCTF	82914	520.27	PR#25 2023 garnishments
1/17/2024	WI SCTF	82915	120.06	PR#1 2024 garnishments
1/19/2024	Xcel Energy	8402F	15.45	Greenwood Cemetery *Previous Yr. Exp. In WH
1/19/2024	Xcel Energy	#D51E0	279.37	Street Lights *Previous Yr. Exp. In WH
1/19/2024	WI Dept. of Revenue - Sales Tax	#0069949024	620.64	December 2023 Sales Tax *Previous Yr. Exp. In WH
1/24/2024	MIFL- Swipe Cards	82960	2,000.00	Swipe Card Recharge
1/29/2024	WRS	#298650	11,135.77	Retirement January
1/25/2024	Dept. of Treasury	#83129557	9,074.89	PR# 2 FIT
1/25/2024	WI Dept. of Revenue	#0068860640	1,747.93	PR#2 SIT
1/25/2024	Empower/Deferred Comp	#1157342916	100.00	PR# 2 Deferred Comp
1/30/2024	Xcel Energy	#297CF	3,738.30	Main Acct January Statement

1/11/2024	Payroll Batch ACH Direct Deposit	ETF#???	28,064.56	PR#1 2024
1/11/2024	Brummer, Charles	82859	117.02	PR#1 2024
1/11/2024	Brummer, Paul	82860	117.02	PR#1 2024
1/11/2024	Nelson, Brian	82861	210.88	PR#1 2024
1/11/2024	Smith, Alexandra	82862	1,554.78	PR#1 2024
1/11/2024	Whittaker, Alan	82863	46.17	PR#1 2024
TOTAL PAYROLL #1			\$30,110.43	

1/25/2024	Payroll Batch ACH Direct Deposit	ETF#?	33,576.53	PR#2 2024
1/25/2024	Ralph, Evan	82930	1,246.94	PR#2 2024
1/25/2024	Wiltz, Joseph	82931	502.14	PR#2 2024
TOTAL PAYROLL #2			\$35,325.61	

JANUARY 2024 TOTAL:	\$137,603.18
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ALTERNATIVE CLAIMS 2024

Harbor Commission

January 2024

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Harbor Commission approved		11,066.75	
1/2/2024	Amundsen Davis	82858	1,593.00	Amundsen Davis November 2023
1/29/2024	Ehlers	82961	9,473.75	Ehlers - previos yr exp.

ALTERNATIVE CLAIMS 2023**MI Library****January 2024**

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
1/18/2023	Library Board approved vouchers		10,461.17	
1/22/2023	Elan Financial Services (LS)	82923	365.01	December Statement 2023
""	Elan Financial Services (LS)	82924	340.91	January Charges 2024
""	Knopf, Debrorah L. Hintz	82925	4,420.00	Little Learners Program 2023
""	La Pointe School Committee	82926	5,000.00	DSACF Grant Reward
""	Madeline Sanitary District	82927	102.00	4th Qtr 2023 Sanitary
""	New York Times	82928	48.00	Sunday Only January 2024
""	Norvado, Inc.	82929	185.25	January phones, fax, DSL

TOTAL LIBRARY JANUARY 2023	\$ 10,461.17
MI Public Library Board approved	

\$

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
TUESDAY FEBRUARY 20TH, 2024
5:00 PM AT TOWN HALL**

Draft Minutes

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

Staff Present: Town Clerk Alex Smith, Town Administrator Michael Kuchta during closed session

Public Present: John Carlson during open session

I. Call to Order: at 5:00pm

Motion to go into closed session, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 5:01pm

II. Town Administrator Performance

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

Town Administrator Michael Kuchta present at 5:32pm

Motion to go into open session, S. Brenna/ S. Dobson, 5 Ayes. Motion Carried. 5:58pm

III. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

Submitted by Town Clerk, Alex Smith.



TOWN OF LA POINTE
 PO Box 270
 LA POINTE, WISCONSIN 54850
 715-747-6913

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

GOVERNMENT AGENCY TAX EXEMPT
 - All Sales are Tax Exempt -

Purchase Order Form

Date of Request 2/20/2024 Is this Expenditure Currently in the Budget? Y N

Person's Name William Defoe If not, where will funds come from?

Budget Line Item # 57210-000 Currently in budget line item \$ 6,000.00

Project Name squad laptops Date Needed 2/20/2024

Purpose replace squad car lap tops that are now 8 years old

Amount Estimate \$ 4,184.08 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? _____

Actual Cost _____ Actual Purchase Date _____

Purchasing policy requires attaching 3 vendor quotes/estimates. Circle Selected Vendor:

Vendor #1 TKK Electronics Amount \$ 4,184.08

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor SPECIALIZES IN LAW ENFORCEMENT EQUIPMENT

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

NOTE: Complete one Purchase Order for each vendor on a multi-vendor project.

CONTRACT PROCESSING

\$1,500 - \$5,000 - Signed by Town Administration YES NO

\$5,001 - Signed by Town Board YES NO Date Contract to TB _____

Publishing/posting Needed? YES NO If yes, date(s) _____

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TKK ELECTRONICS

117 W Walker St, #24,
Milwaukee, WI 53204
Phone: 414-255-0482 Fax: 414-672-2815

Durabook S14 Laptops

Number: 9014

Date: 02/13/2024

Quote prepared for: William Defoe

Bill To:
Accounts Payable
Town of La Pointe Police Department
240 Big Bay Road
La Pointe, WI 54860
Phone: (715)747-8913
Email: ppolice@townofpointewi.gov

Ship To:
William Defoe
Town of La Pointe Police Department
240 Big Bay Road
La Pointe, WI 54860

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	S4E1P211AAXX		DURABOOK:Durabook S14, IP53, 14 FHD Standard Display, I5-1135G7, Win 11 Pro, 8GB RAM, 256GB PCIe SSD, Wifi+BT, HDMI, VGA, RS232, SD Card Reader, TPM, Standard Keyboard, 3-Year Standard Warranty (without docking conn & front camera & SCR) Mfr: Durabook	\$ 1,614.04	2	\$ 3,228.08
2	LCDUP-TPS-S14		DURABOOK S14 UPGRADE-14 FHD CAPACITIVE MULTI-TOUCH SUNLIGHT READABLE DISPLAY (10 - TAA Compliance) Mfr: DURABOOK UNSPSC : 53121705	\$ 469.00	2	\$ 938.00
2 item(s)						
				Sub-Total		\$ 4,166.08
				Tax @ 0%		\$ 0.00
				Freight		\$ 18.00
				Total		\$ 4,184.08

Quote Valid Until: 03/14/2024

Payment Details

Pay by: Company PO
Payment Term Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Terms and Conditions

This Quote is valid for 30 days from the issue date and is subject to availability, unless otherwise noted above. Standard payment terms are Due Upon Receipt (NET 5 DAYS), unless otherwise noted above.

These prices do NOT include any other items such as applicable taxes, insurance, shipping, delivery, setup fees, installation or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

All "Not in Stock" rugged/semi-rugged systems and accessories are built to order. Due to the restrictions set by the USA distributor & MFGs, rugged/semi-rugged devices/systems and accessories may NOT be returned under any circumstances. All non-rugged/non-semi-rugged devices/systems and accessories returns must include an RMA. A 25% - 30% restocking fee will be charged for ALL returns.

To order:

Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a Purchase Order and/or a signed copy of this sales quote. This document, when signed, will be used as the official Purchase Order. Your signature is an agreement to purchase and acceptance of TKK Electronics terms and conditions. This document, when signed, is an official Purchase Order.

X Please sign and Date to approve this quote and terms

PO Number _____

Prepared by: Mike Kirsch

Email: mike@tkkelectronics.com

Phone: 414-255-0482

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

.Madeline Island Ambulance Service Report

February 1, 2024

We had a total of four runs in January. Two were transports, one was a fire stand-by, and one was a non-transport. One run had two patients.

I have tallied up last year's runs and we had a total of 77: 42 of those were transports, 35 were non-transports. 3 of the non-transports were fire stand-bys. We used the Ashland Paramedics for intercepts 21 times. We used Lifelink Helicopter service once.

One of our first responders has taken a long leave of absence. We also have several EMTs away at different times and are away for quite a while. Our service is going to remain quite small for the winter. By spring, we should be back in full force. We do have one person excited about taking the class soon.

We have been receiving deposits and payments from our billing company and I have asked Brittany for a report on the status of the runs she is working on.

Sarah conducted a small but good training with the ATV and rescue sled last week. We are also continuing our EKG training.

We just got the final deadline for the ACT 102 expense report and what is required. Michael Kuchta has been good enough to help me with this, since I need to be in Duluth so much of the time right now. I really appreciate his help and the assistance of the town hall work force.

Don Johnson, our maintenance person from Stryker, was here to do the annual inspection of all of our Stryker equipment this week. He checks out the Lucas device, the stair chairs, and both power loads and cots. He did find an actuator that needed replacing on one of the power loads. Jay let him into the building since I was out of town. I will get a full report emailed to me soon. He will begin to work on our EKG when we receive all of the equipment. Pete, our sales person from Stryker, has also been sending pieces of equipment needed to practice with our demo as they become available.

We continue to use the larger rig most of this winter since the roads are clear and obviously no ice road.

Respectfully Submitted,

Cindy Dalzell

Madeline Island Ambulance Service Director

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