

TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: March 12, 2024

Re: Agenda items

Roads

- **Intergovernmental agreement for highway mutual aid.** The Ashland County Highway Department is seeking this standard agreement among all municipalities in the county. It would commit Town crews to provide support on the mainland – if requested and if they can reasonably do so. The Town would be able to charge the affected municipality established Wisconsin DOT rates for labor and equipment. Similarly, the Town could request mainland assistance under the same terms. (County highway commissioner Matt Erickson will be available via Zoom to answer questions.)
- **Sign installation laborer.** Public Works and Zoning seek approval for this seasonal position, who would install fire number signs across the Island. The position would be posted at \$18/hour, not to exceed 800 hours. Start and end dates to be determined.
- **Posting for heavy equipment operator.** Public Works seeks approval to post this temporary position at \$20/hour, not to exceed 100 hours. The start date is 3/13/24; the end date is 12/31/24.

Parks

- **Rieman parcel.** See separate memo.
- **Posting for Parks #1.** Public Works seeks approval to post this seasonal position at up to \$21.60/hour, not to exceed 900 hours. The start date is 5/1/24; the end date is 10/12/24.
- **Posting for Parks #2.** Public Works seeks approval to post this seasonal position at \$18/hour, not to exceed 750 hours. The start date is 5/6/24; the end date is 9/14/24.
- 2. **Posting for Camp Host #2.** Public Works seeks approval to post this seasonal position at \$18/hour, not to exceed 700 hours. The start date is 5/13/24; the end date is 9/12/24.
- **Posting for Campground Assistant.** Public Works seeks approval to post this seasonal position at \$15/hour, not to exceed 600 hours. The start date is 5/17/24; the end date is 10/14/24.

Airport

- **Airport Terminal Area Master Plan.** Paul Wilharm, Ben Schram, Ray Hakola, Leslie Mack and Nick Widmar have expressed interest in working with SEH Inc. and the Bureau of Aeronautics in developing a plan to renovate the airport terminal and surrounding grounds.

Planning and Zoning

- **Comprehensive Plan.** This final draft reorganizes the Plan as you requested on Jan. 23. Beyond proofreading corrections and visual enhancements, there are minimal changes in substance or content. However:
 - The Critical Priorities chapter is rearranged
 - The Quality of Life components are absorbed into other chapters
 - Natural Environment and Heritage moves up to chapter two, other chapters move back accordingly

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via: dg

- The table of contents and Required Elements pages are adjusted accordingly
- Data is updated in a few places, primarily in the Housing, Land Use and Utilities portions of the Appendix.

The town attorney has drafted a resolution for your March 26 meeting so the Plan can be adopted by amending Ordinance Chapter 223.

- **Rental Ordinance revisions.**

- **Revise Section 3.1.5 (new language highlighted):** "Rental permits expire June 14 each calendar year. Permits that are not renewed by July 15 are considered lapsed, and shall not be issued without a new application. Annual permit fees are established in the Town's Schedule of Fees. Permits will be denied to applicants if the permit holder or an individual holding an ownership interest in the proposed rental property is more than 60 days delinquent on taxes or debt owed to the Town. If the debt is not paid by July 15, existing permits will be considered lapsed."
- **Delete Section 5.4.1.C.** "Failure to make payment within 30 days of the due date on taxes or debt owed to the Town by the permit holder or by an individual holding an ownership interest in the rental property." (This section itemizes violations that can prompt revocation of a rental permit.)
- **Your packets include the letter that the Zoning Administrator is enclosing with rental permits.** It includes information you requested that we highlight for property owners.

Harbor Commission

- **Assignment and Assumption of Debt.** The ferry line owes the Town three more years of payments (approximately \$150,000 total) from the dock reconstruction project. This assignment would transfer responsibility for the debt to the Harbor Commission.
- **Resolutions 2024-0312A through 2024-0312E.** These resolutions authorize \$19,306,000 in financing for the Harbor Commission's purchase of the ferry line.
- **Resolution 2024-0312F.** With the Town's acquisition of the ferry line, we need to incorporate MIFL's current charges for passengers, vehicles, surcharges, freight, and other transit into the Town's 2024 Schedule of Fees.
- **Bank accounts.** The financing resolutions require the Town to set up at least two new bank accounts to act as a Reserve Fund and as a Debt Service Fund for annual payments.
- **Bayfield Wireless lease.** A revised version of the proposed lease is in your packet; it corrects errors and makes language changes suggested by the Town attorney. State statute overrides Town zoning on these kinds of communications installations; statute actually would allow Bayfield Wireless to co-locate equipment of up to 50 feet in height (though at this point, the company says it does not plan any modification to the current pole, which is about 25 feet). Chapter 322 of Town Ordinance does govern Mobile Tower Siting in conformance with state statute. Chapter 322 classifies the proposed project as a Class 2 co-location, which simply requires Bayfield Wireless to obtain a \$75 Town land use permit.

Library

- **Community Center RFP.** The Comprehensive Plan recommends that the Town Board take charge of the "community center" discussion, using a specific framework to make decisions; see Pages 49-51.

Emergency Services

- **RFP to remove hazardous trees.** Public Works is seeking professionals to remove pines to the north and east of the ESB that present a hazard. (Note: some of these trees probably would need to be removed eventually to make room for installation of solar panels and/or for the potential relocation of the RV sanitary disposal station.)
- **Purchase order: Williams EMT training.** Police officer Karl Williams has signed a contract with the Ambulance Service to take online training; this purchase order covers his tuition and materials.

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

TOWN ADMINISTRATOR REPORT

To: Town Board
From: Michael Kuchta
DATES COVERED IN REPORT: Feb. 23-March 8, 2024

1. Accomplished/Completed

- **Comprehensive Plan.** Completed revision.
- **Energy Innovation Grant Program.** Submitted application for ESB microgrid.
- **Gazette.** Submitted articles for March edition.

2. Coming Up

- **Wisconsin Towns Association County Unit Meeting.** Monday March 25, 7 p.m., Pilsen Town Hall, Moquah.

3. Town Board Agenda – Information/Comments

- See separate memo.

4. Follow Up on Previous/Ongoing Projects

- **Ashland County Hazard Mitigation Review.** Continue to sit in on these meetings in preparation for revising the Town’s outdated emergency plan.
- **Fire Department 1994 Ford ¾-ton crew cab pickup.** Public Works will use the truck for seasonal crews this summer, then perhaps auction it in 2025.
- **Fire number costs.** The Town has set aside \$40,478 for signs and installation. Anything above that will be subject to a special charge, as you approved on Feb. 27. So far, the Town has spent \$34,240 on engineering and manufacturing. We anticipate the total cost (with installation) will be closer to \$50,000. That would put the special charge in the vicinity of \$10-\$12 per sign.
- **Town attorneys.** Consulted (or continue to consult) on topics including Department of Revenue petition, proposed “perpetual easement” on new cell tower, Bayfield Wireless lease, harbor construction debt, personal use of town-owned shops by employees, mutual aid agreement with county highway department, resolution to adopt Comp Plan.
- **Town Plan Commission.** Voted 4-1 on March 6 to recommend keeping the TPC at 5 members.
- **Wisconsin City/County Management Association.** The winter conference Feb. 28-March 1 was one of the best I have attended. I made connections with potential accounting and insurance vendors. Sessions included useful discussions on workforce housing, utilizing artificial intelligence in a municipal setting, project management, and professional development. There were ample opportunities to compare notes with administrators from other municipalities.

5. Grant Report

- No updates.

6. Lawsuits/Legal Issues

- No updates

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TOWN BOARD MEETING MEMO

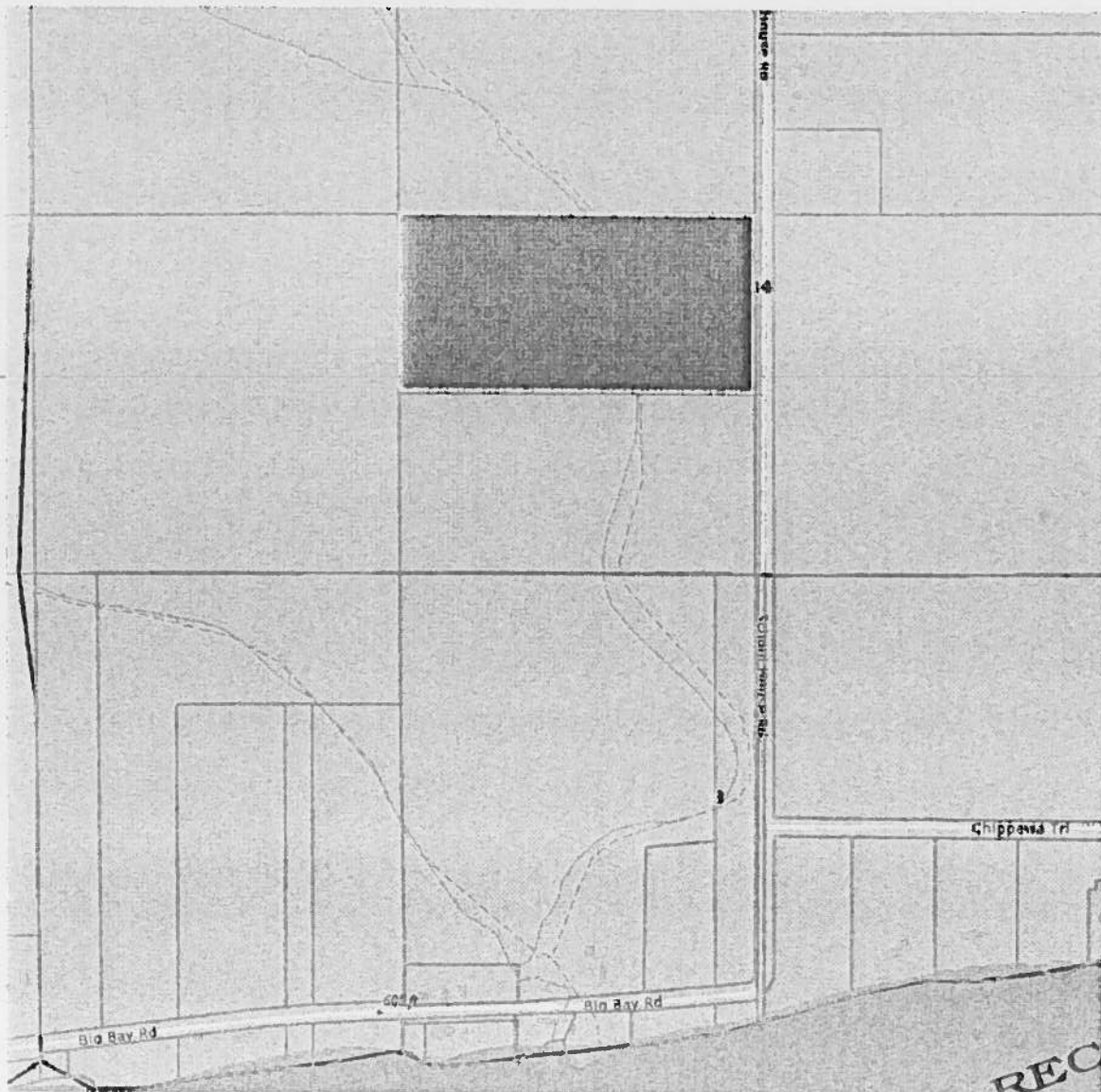
From: Michael Kuchta, Town Administrator

Date: March 12, 2024

Re: Reiman parcel

The 19.5-acre parcel (#014-00370-0100) on Schoolhouse Road was deeded to the Town in March 2008 by Phyllis and Gary Rieman. The parcel was to be developed as Rieman Family Park” as a “camping and picnic area ... within a reasonable amount of time.” If conditions were not met, the land would revert back to Gary Rieman.

In 2013, the Town Plan Commission and Gary Rieman agreed that 8 years would be a reasonable time frame to make the park useable. That unofficial 2021 deadline has come and gone.



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February 2024 Public Works Report

Roads/Equipment/Airport

- The 1998 Ford Louisville (298) had both original steering gears replaced, along with a new windshield and full brake job. This took a few weeks (thanks, Pete), but the truck is an important link in the Town fleet, and it is now driving better than ever.
- The week of 2/12 saw tree trimming continue along Main Street, as the crew took down limbs that hit the mirrors of taller vehicles.
- Dead standing trees along main roads (we know there are many) will continue to be dropped as time allows. It is a good quiet time to accomplish this, as it is dangerous and makes a mess.
- 2/23 and 2/28 were worthy snow-plowing days, and the entire crew was out early cleaning up the snowfall, which of course did not last.
- The first week of February worked out to be the best time to clear the BOA-required perimeter of the airport's AWOS weather station. Thanks, Evan, for days spent clearing tag alders!
- The Town will be seeking a fire# sign installer; this seasonal job will be open to applicants mid-March.

Parks

- The new/used playground at Joni's Beach had edging installed along two sides to help retain sand.
- The regular seasonal Parks jobs will be posted in mid-March. I anticipate at least three open positions for 2024.
- BBTP had additional hazardous trees dropped, cleared, and stumps ground. The beavers in the lodge near the picnic shelter seemed to have stopped dropping trees in the nearby tent sites, for now.
- Despite very little snow, the now-annual Snow Snake event held at Joni's Beach on 2/24 seemed to be a success.

Misc./Admin

- The lack of snow and extreme fluctuation in temperature made February one of the most bizarre months I've experienced while working for the Town. Despite the minimal snow-plowing days, the crew kept busy with much overdue maintenance and projects, including painting the roads shop, continuing to insulate the MRF ceiling, helping organize and clean accumulated items at MRF, repairing Town vehicles as needed, and hauling vehicles brought to MRF.
- Odds and ends include –
 - 2/6 – citizen request – could the Town mow the ballfield?
 - 2/6 – citizen concern – will the MRF truck be able to haul island garbage through the Washburn detour this upcoming summer? (Answer – yes)
 - 2/7 – citizen complaint - the melted skating rink at the Rec Center is smelly, what will the Town do about it?

Respectfully submitted,
Ben Schram
Public Works Director

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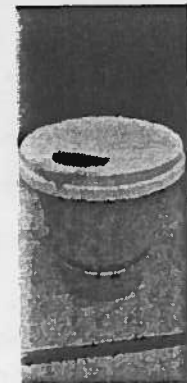
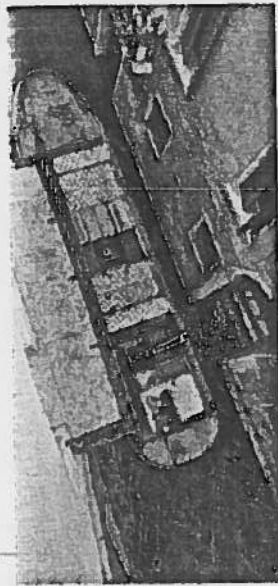
Letters from MRFY - SPECIAL EDITION - SPAZZINO

March 1, 2024

This Garbologist was fortunate enough to spend a week in the far-off and distant land of Italy. Home to emperors and kings, popes and paupers, and for some reason, cats of all shapes and sizes. Not only was it a feast of sights and sounds and tastes, but the MRF man deep inside had to take a look at the trends in garbage and recycling. The Italian word for Garbage Man is SPAZZINO and honestly it's not the first time I've been called a spazz.

Venice was a wonder for its small, cramped back alleys and Mainstreet waterways. Waking up at the Hotel Antica Locanda Al Gambero, I was fortunate enough to be a block from San Marco Square. I threw open the shutters pre-sunrise and watched the first rays of the sun glint off the spire of St. Mark's Campanile and the golden weathervane of the Archangel Gabriel. The anticipation of this scene was suddenly shattered with the low hum of a diesel engine and the sounds of yelling echoing through the canyons of this historical morning ... HOW? WHO? Why?? Perfectly enough, it was the garbage man and his garbage barge coming through the streets early. It was my brethren. My Kin. The Brotherhood of trash collectors come to remind me that waste never sleeps, and neither rain, sleet nor snow will stop the garbage man from collecting. In my mind, I interpreted these loud and boisterous Italian phrases to translate to "Bring out your trash!! Bring out your trash!" and a brief Monty Pythonesque flashback. I gazed down to the morning water below and saw this beautiful green barge rolling by. It made a stop before my hotel, collected and stowed the bags below, and then moved further down the line to collect -- all the while, the low rumble of a diesel engine gurgling and pushing my brothers-in-arms down the alley. I smiled and went back to pre-garbage collecting bliss.

Venice is not unlike Madeline Island. Everything arrives by water and must leave by water: groceries, mail, packages, trash and visitors. Although they do have interconnected bridges connecting the main port of entry to the rest of the island, the dominant form of transportation is a free public water-taxi system supported by private haulers. It's a sight to behold, and the streets of Venice are clean and free of refuse and strangely ... no plastic in sight. Including on my cappuccino. I must admit: Italian coffee is far superior to American brands and methods of preparation. Not only in flavor but temperature and, of course, how it is presented. There are very few people using plastic lids for "takeaway coffee" (there is no To-Go; everything is takeaway). They use paper lids and it made the notion of me drinking (no exaggeration) 55 cappuccinos/American coffees/espressos/affogatos considerably less guilt-laden. It was truly eye opening given that, here at the MRF, we deal with a LOT of plastic coffee lids. Each year in America, we throw away 2,000,000 cups a day. In Italy, they recycle them. At the MRF, we will recycle the lids as #2 plastic and paper cups in paper. I did not see ONE Styrofoam cup while in Italy. Stop using Styrofoam.



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The streetside collection units are well designed and manage to offer the consumer a variety of options for disposal. Organics include food waste and disposable wooden forks. Paper is not delineated from cardboard, and it all goes in one bin. Plastic is not separated and is placed in a unified bin and everything else is "indifferent" or "if it doesn't fit in the other bins put it here." I didn't see a lot of metal cans being used or disposed of and rates of cross-contamination were minimal. It seems national pride at making the recycling program a success has taken hold. I know you've heard me banter on and banter on about it, but the bulk of the success for recycling begins at home with effective presorting. Bringing full bags of recycling and sorting in line and calling this "presorting" is NOT effective. (YOU KNOW WHO YOU ARE). Let's do better this year, shall we?

Venice and Rome were models of efficiency for recycling and garbage collection and, although my view was limited to what I could see from the street view, it was surprisingly clean and well managed. Napoli.... Not so much. I am not sure where the breakdown in process happens, but Naples was a garbage man nightmare. The streets are paved with plastic and litter. Garbage bins are full and overflowing with solid waste and recyclable material. There were no public disposal units, and it was unfortunate because the city is beautiful. However, taking a 30-minute drive outside of the city to Pompeii and its surrounding villages, it is



exemplary in terms of messaging and clarity. "Take care of the Earth and it will take care of you!" and "No Water No Life - No Blue No Green" and my favorite "Recycle the Present - Save the Future - Live the Past" is applicable to the rich history of Pompeii as it



is to Madeline Island-Mooningawanakuaning.

All is all, it was a treat to be able to not only to visit Italy but to be able to see how people are managing the same challenges with waste and recycling that we are. There could be some changes in messaging for our public disposal units in order to make it more efficient, and I may incorporate a few more Italian phrases into my recycling lexicon at the drive-through. Either way, it will be a treat to see you here at the MRF and assist you.

Preordina il tuo riciclaggio. Grazie mille. (Pre-sort your recycling. A thousand thanks.)

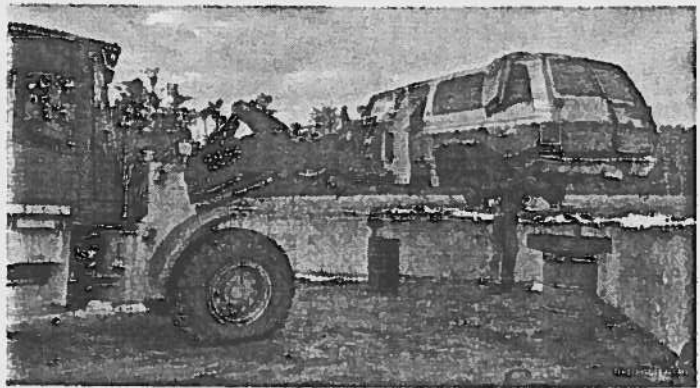
ADDENDUM - Metrics and Mayhem



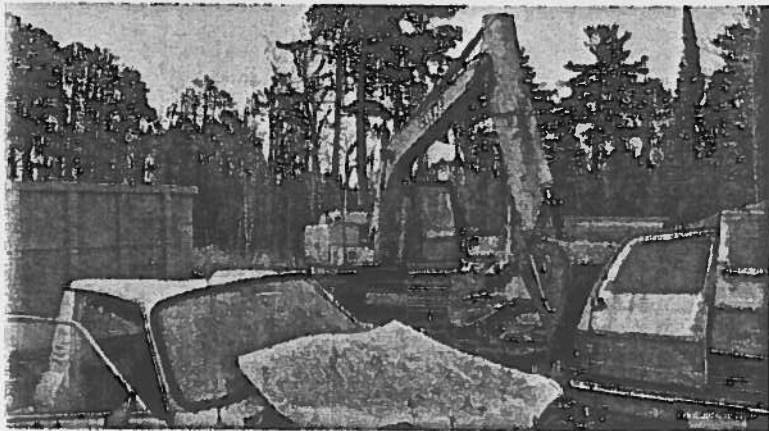
For the month of February, the MRF processed 2,273 lbs. of cardboard, 556 lbs. of aluminum, 680 lbs. of #1 plastic, and 1,258 lbs. of paper.

We had small MRF miracles happening this past month. Michael and I prepared our stockpile of 50 autos. We drained fluids and pulled the catalytic converters and waited for the arrival of the Duke of Demolition!! THE CAPTAIN OF CAR-NAGE... the Master of DISAAASTER ... the SULTAN OF SMASHY SMASHY ... MR EVAN ERICKSON to come in and work his magic. (CROWD GOES WILD!!!)

**LIFTING VEHICLES INTO
POSITION TO DRAIN FLUIDS**



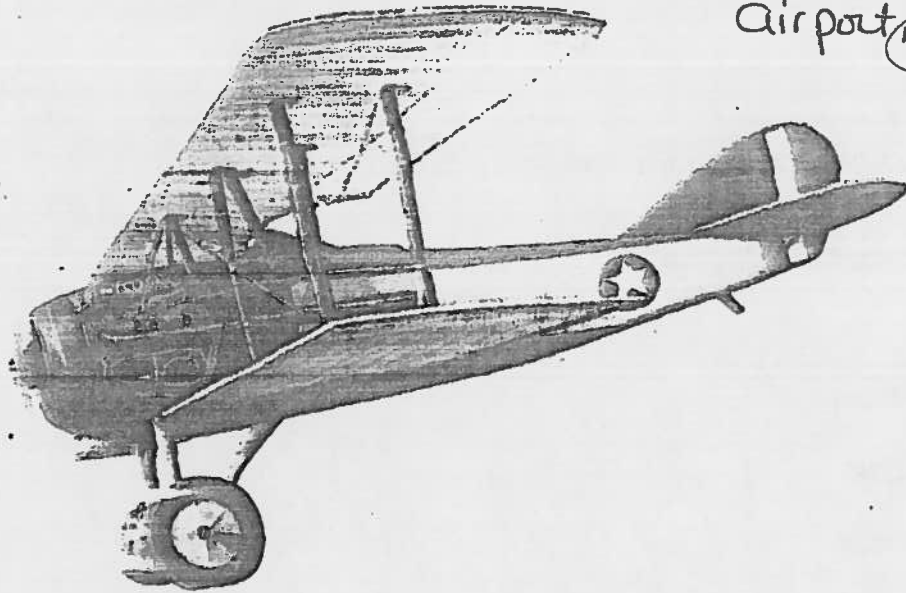
REMOVING TIRES



SMASHY SMASH!! Corporal Crusher does the deed! All in all, we will haul 6 boxes of autos at around \$150/ton. The total for the auto project will be included in next month's report.

We are once again collecting autos!! Stay tuned!!

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 03/03/2024

Re: Monthly report for February 2024

Town crew took advantage of conditions that were good for some right of way clearing.

Drop box receipts:	\$0.00
Traffic, flight plan:	4
Traffic, sign in	5
NOTAMS	1

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

Attached are logs / checklists

Thanks !

Paul Cover + (3)

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February 2024 Traffic count and revenue log / checklist

Drop box receipts \$ 0.00

The following filed flight plans :

02/12 N751WT

~~02~~/03 N192AF

02/07 N738VV

02/24 N192AF

For additional traffic see sign in sheet(s)

2/7	John AUBERTS	N732W	2	P	KSES
2/8	Bevi Karel	N5269L	2	P	ZIR
2/9	Tanner Spawm	N781BG	2	P	SUW
2/19	Ron Williams	H1465D	2	P	SUW
2/25	Steve Bowers	Z2FTA	2	P	FBL

2/24 Signs in
(1)

Print

1 total record(s)

Available Reports	Prefix	NUC	No.	Start Date	End Date	Issue Date	Status	NOTAM Text
Civil Airport Coordination Report	7152220	CAUSE	1007	02/28/24	02/28/24	02/28/24	Expired	1223 CBS 125 REPLY 04 FIC04 S03 210 PGT 3000 007Y 524 CBS AT 2
Civil Airport NOTAM Report								
User Emails								

- Filter Name
- Filter value
- Location
- Status
- Keyword
- Date Range (Start)
- Date Range (End)
- Field Condition
- Airport User (ex. John S.)
- NM Airport NOTAMs

2/24 NOTAM

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

Zoning Report 3/1/2024
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

ZONING REPORT 3/1/2024

Building/Land Use Permits	2024		2023	
	Value	Number	Value	Number
County	\$825.00	3	\$1,000.00	5
Town	\$936.90	4	\$1,120.00	7
Total	\$1761.90	7	\$2120.00	12

Town Revenue (2024 to date)		Town Revenue (through 2/28/2023)	
Permits	\$936.90	Permits	\$1,120.00
Variance	0	Variance	0
CSM	0	CSM	0
Special exception	0		
CUP	0	CUP	0
Total	\$936.90	Total	\$1,120.00

Short-Term Rental Permits	2024 (to date)		Through 2/28/2023	
	Permits	Revenue	Permits	Revenue
Rentals by owner	9	\$2,700.00	16	\$2,800.00
Madeline Island Vacations		\$0.00	2	\$350.00
The Inn on Madeline Island		\$0.00	0	0
Total rental properties	9	\$2,700.00	18	\$3,150.00

Letters were sent out to Short-Term rental property owners, with the current application and a summary of changes. The applications are starting to come in. So far, I have had to inform three applicants that I cannot process their application without a certificate of insurance. One of them has complied so far. I sent letters and refund checks to long-term property owners that over-paid fees.

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Zoning Report 3/1/2024
Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE	STREET NAME	Parcel number 014	PROJECT TYPE	TOWN FEE	COUNTY FEE
2/13/2024		9243		Colleen White	769	Islewood Rd.	00002-0130	Fill&Grade		\$ 150.00
2/21/2024		9244	2024-03	Colleen White	769	Islewood Rd.	00002-0130	Additions	\$ 498.60	\$ 175.00

Ed Schaffer

Submitted 2/6/2024

Internal Accounting Coordinator Report February 2024

3/6/2024

1. **Ehlers & Pierce:**

- a. Angie and I continue to work together to problem solve, answer questions that may arise, and get familiar with the chart of accounts.
- b. The 2024 budget has been entered and posted into Workhorse.

2. **Audit – Baker Tilly:**

- a. The virtual audit is still in process. They have had follow-up questions related to what has been submitted.
- b. I completed the 'to dos' from Vanessa to clean up some transactions in Workhorse for 2023. This took lots of time, but I am confident it will be a time-saver when the auditors are in house.

3. **Grants:**

- a. The CARES airport work was reimbursed so far to the total of \$7,508.80. There is a question of whether one of the invoices, totaling \$13,855, is eligible for reimbursement. I am in contact with the BOA regarding this.
- b. Upon completion of the CARES reimbursement, I will request reimbursement for the other awarded money from the two COVID relief funds. The deadline is mid-June.
- c. The Harbor Commission was awarded \$200,000 from the state budget for start-up costs related to the acquisition of the Madeline Island Ferry Line. I have submitted a reimbursement request for a little under \$100,000. They are processing the request now and I hope to hear back from them by the second week of March.

4. **Miscellaneous:**

- a. Michael Kuchta, Glenn Carlson and I had a meeting with Vanessa from Baker Tilly to establish new account codes for the Harbor Commission's work with MIFL. New account codes need to be set up to account for the new funds coming in from the ferry line's revenue.

Respectfully submitted,

Lauren Burtaux

Internal Accounting Coordinator

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

MADLINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-8913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: Town Board
From: William Defoe
Date: 3/4/2024
Re: Monthly Police Report for March

During the month of February 2024, the La Pointe Police issued the following:

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

Well, a lack of snow has definitely resulted in a lack of visitors to the island, calls were on par for a normal February, if there was an ice road, they would have been doubled.

This past month there was a suspicious "explosion" on February 12th that we never found the source of. Many folks heard the loud boom on the southeast side of the island. It was originally thought that it was a sonic boom from a military jet, but no fighter wings were doing training in our area on that day. We have also received a few 911 hang-up calls; these were from the same person. We assisted EMS 2 times and had two alarms from two separate homes.

I attended the Wisconsin Police Leadership Foundation training in February, from that I ended up on the Wisconsin Chiefs Association 4th class Cities/Villages/Towns committee with the Association representing agencies in northern Wisconsin. This committee works on common problems with small agencies throughout the state on a legislative level.

Both Karl and Tom will be attending training in March, Karl is attending DOT training in Rice Lake and Tom will be attending Firearms instructor training in Eau Claire.

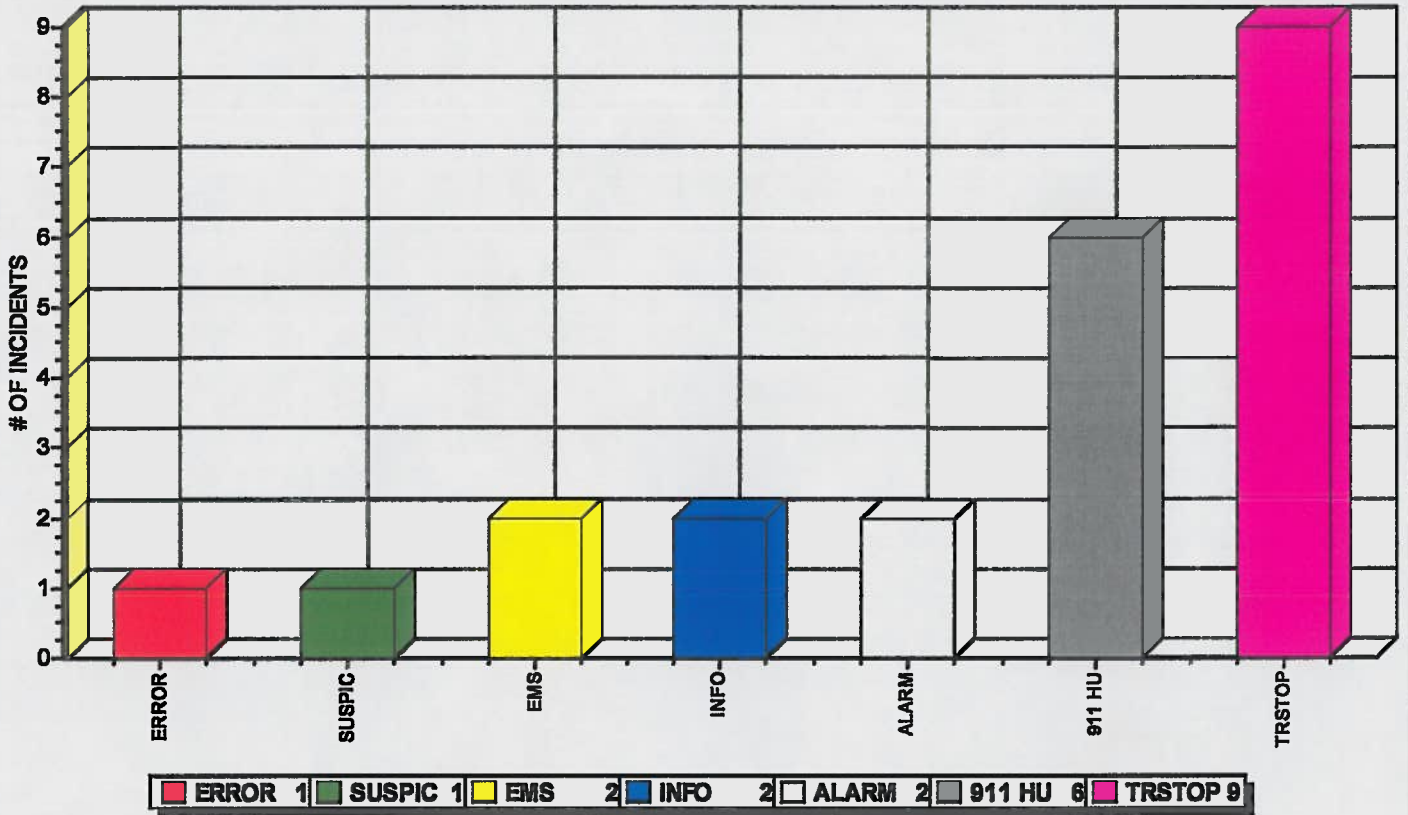
I am already working on the Marathons coming up.

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

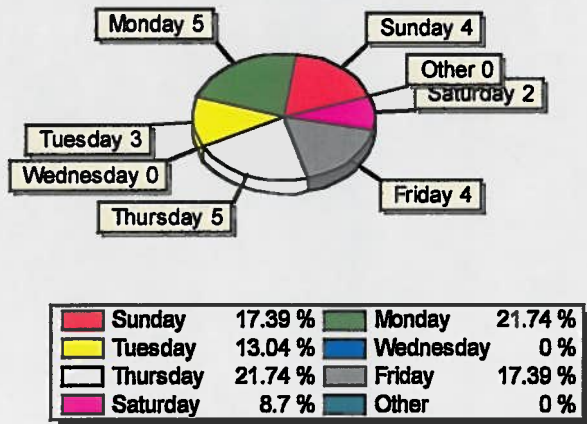
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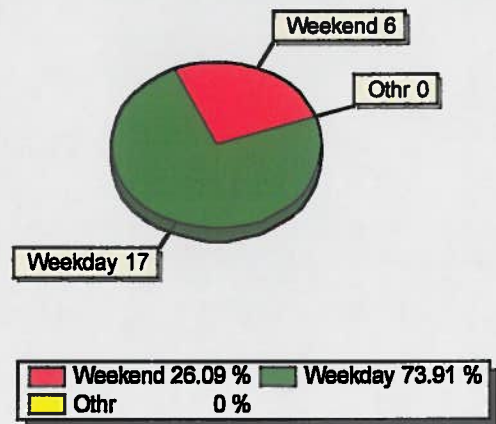
Incident Frequency by TYPE (Top 7 of 7 Shown) (Using DATE RECD)



By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-24-00001')
 (LOGNUM <= 'A4-24-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('2/1/2024','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('2/29/2024','MM/DD/YYYY'))

Fire Department February 2024

2/7 training

Water shuttle training with multiple portable ponds. Each of the 3 tankers have collapsible water storage "ponds" that we deploy during calls that need plenty of water. Tankers dump their load into these ponds and head to the trailer pump/dry hydrant to refill and repeat the process. We are training to use multiple ponds (2-4 connected together) and feeding Engine 2; it acts as a manifold delivering water to Engine 1, which can be 1-2 thousand feet away. Engine 1's multiple hose lines supply water to the fire.

21 members present, 4 excused absences, 4 non-excused absences, 1 extended leave

2/21 planning meeting

7 members present

Notable happenings.

Assistant chief Alan Hardie is on an extended leave from the department until further notice. Assistant chief Joseph Wiltz will assume all assistant chief duties.

Assistant chief Hardie was in charge of our drone program as well. Next in line is Jack Nelson, who at 16 years of age will do just fine with this responsibility. Drone pilots are licensed and, besides Jack, Andrew Eldred received his training; two more members are in the process.

New recruits starting Firefighter 1 training as follows:

Kai Castillo
Kevin Crawford
Lilah Guertin
Shadi Joudeh
Hillary Nelson
Jack Nelson
Nick Mantano
Nathan Reichkitzer

If you see these recruits on the street, please wish them luck and thank them for their time.

Be safe,
Chief Reichkitzer

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MAR 11 2024

Initial: ch

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

Madeline Island Ambulance Service Report

March 2, 2024

We had two runs in February. The runs were both non-transport. We have continued to use the larger rig for the winter, though the four-wheel drive is available if needed for bad driveways and in case we have any unexpected weather or storms.

We have received our new EKG machine. I have returned the loaner to Stryker. I am working on the purchase order for the remaining balance. I am learning how to set it up and listening to lots of on-line training videos. Bonnie Matuseski is on board for training in May when she is back.

We are working on some training scenarios for this spring for active-shooter response, and for extraction of patients in extremely tight circumstances. We are also working on having a joint table-top discussion on incident command. It would involve all three departments: EMS, Fire and Police. We are doing our required CPR training on-line this year. Sarah has found a course from Allied Medical in the Cities, and we are making sure that it meets our state requirements.

Thom and I are going to go through all the police jump bags and AEDs soon to make sure we are ready for the busy season. Karl, the new police officer, is also willing to take the course to become an EMT.

Thank you.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

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MAR 7 2024

Initial: dg

Intergovernmental Agreement Between Ashland County and Ashland County Towns/Cities/Villages For Highway Department Mutual Aid

This Intergovernmental Agreement Between Ashland County Highway Department and Ashland County Towns/Cities/Villages For Highway Department Mutual Aid ("Agreement") is effective on the date of County and Towns/Cities/Villages signing this Agreement and provides a copy to all Towns/Cities/Villages that sign the agreement, and is being entered into by and between Ashland County, a body corporate, and any Towns/Cities/Villages of the County whose contact information is found below on the signature pages of this Agreement.

WHEREAS, the Parties agree and acknowledge that emergencies, natural disasters and manmade catastrophes do not conform to designated jurisdiction boundaries, and can be more effectively handled by the agreed upon pooling of equipment, staff and/or services: and

WHEREAS, the Parties have determined that, because of geographical considerations, it is in the best interests of Ashland County and Ashland County Towns/Cities/Villages by and through their Highway Departments and Highway Commissioners, to coordinate with each other for the provision of Mutual Aid; and

Whereas, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as highway maintenance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. Purpose

The Wisconsin DOT Highway Maintenance Manual States, "The goal of winter maintenance is to make roadways safe within the limitations of resources..." Ashland County has discussed how to best ensure the continuity of plow services in the County if a significant percentage of a Members plow drivers are sick, quarantined, and/or otherwise unavailable. This Agreement applies to any sort of weather disaster, pandemic, event or other regional or county-level event that would significantly impact a Members equipment and staff levels.

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Ashland County Highway Dept. and Towns/Cities/Villages are committed to making State, County, City, Village, and Town highway systems as safe as possible within the limitations of resources during winter events. Therefore, the Members agree to pledge Mutual Aid to each other pursuant to this Agreement. Every event will pose different challenges, but the commitment to respond to the extent reasonably practicable to each other's needs is the foundation of this Agreement.

It is recognized and acknowledged that in certain situations, including but not limited to emergencies, natural disasters and manmade catastrophes, the use of an Aiding Members equipment, staff and/or services to perform functions outside the Aiding Members jurisdictional limits is desirable and necessary to preserve and protect the health, safety, and welfare of the public, and to ensure effective and efficient Highway Department operations.

2. Definitions

- a. **Mutual Aid:** A definite and prearranged plan whereby equipment, staff and/or services are provided to an Affected Member by an Aiding Member pursuant to this Agreement.
- b. **Ashland County Towns/Cities/Villages :** Towns/Cities/Villages located in Ashland County including the Towns of 1) Agenda, 2) Ashland, 3) Chippewa, 4) Gingles, 5) Gordon, 6) Jacobs, 7) LaPointe, 8) Marengo, 9) Morse, 10) Peeksville, 11) Sanborn, 12) Shanagolden, 13) White River; Cities of Ashland and Mellen; Village of Butternut.
- c. **Member Town/City/Village:** an Ashland County Town/City/Village which is a Party to this Agreement, as evidenced by a Town/City/Village signing this Agreement and providing a copy to the other Towns/Cities/Villages.
- d. **Member County:** Ashland County Highway Department which is a Party to this Agreement, as evidenced by a signing of this Agreement and providing a copy to the Towns/Cities/Villages.
- e. **Member:** Town, City, Village, or County that has signed this agreement and provided a copy to the other members:
- f. **Emergency:** an occurrence or condition in an Affected members territorial jurisdiction which results in a situation of such magnitude and/or

consequence that it cannot be adequately handled by the Affected Member alone.

3. Authority and Action to effect Mutual Aid

Member County Highway Commissioner or designees and Member Boards or designees may render and/or request Mutual Aid from other Members. Mutual Aid shall be rendered to the extent reasonably practicable, given the equipment, staff and/or services available to render Mutual Aid to the Affected Member.

In general, the state highway system and principle county highways are the regional priority routes. Aiding members will assist the Affected member as reasonably practicable to ensure these priority routes are addressed as a matter of regional priority. Each Highway Department will prepare, and have on hand ahead of time, normal plow route maps, and a list of priority routes and roadways, that are critical to maintain.

Each Member has its own organizational structure, and its own method of on-call persons for after hour emergencies. For the purpose of Mutual Aid between Members, the primary contact should be the Highway Commissioner and Member Boards or designees.

When an emergency occurs, and conditions are such that the Highway Commissioner or Member Boards or designee of an Affected Member determines it advisable to request Mutual Aid pursuant to this Agreement, he/she shall notify the Aiding Member of the nature and location of the emergency, and the type and amount of equipment, staff and/or services requested.

The Highway Commissioner or Member Boards or designees of the Aiding member shall take the following actions as soon as reasonably practical upon receiving a request for Mutual Aid from another Member:

- a. Determine what equipment, staff and/or services are requested by the Affected member;
- b. Determine if the requested equipment, staff and/or services can be committed by the Aiding member in response to the request from the Affected County or Member;
- c. Dispatch as soon as reasonably practical the requested equipment, staff and/or

services, to the extent reasonably practicable, to the location of the emergency reported by the Affected member;

- d. Notify the Affected Member as soon as reasonably practicable whether any or all of the requested equipment, staff and/or services can or cannot be provided.

4. Jurisdiction over Staff and Equipment

Aiding Member staff dispatched to provide Mutual Aid to an affected member pursuant to this Agreement shall remain employees of the Aiding Member. Staff of the Aiding Member shall report for direction and assignment at the Member Shop nearest the scene of the emergency in the Affected member, or as otherwise directed by the Affected County's Highway Commissioner or Member Boards or designees. The Aiding Member shall at all times have the right to withdraw any and all Mutual Aid upon the directive of the Aiding County's Highway Commissioner or Member Boards or designees, provided however, that the Aiding Member withdrawing such Mutual Aid shall make reasonable efforts to notify, as soon as reasonably practicable, the Affected members Highway Commissioner or Member Boards or designees of the withdrawal of the requested Mutual Aid, and of the extent of the withdrawal.

5. Compensation for Aid

Work performed by the Aiding member shall be billed to the Affected member and shall include any additional expenses regarding Aiding member policies for overtime and specialty pay rates and shall be paid by the Affected Member. Classified Equipment Rates set by WISDOT in the Highway Maintenance Manual (Chapter 02, Section 25) shall be used for all equipment billing unless other agreements are agreed upon in advance.

6. Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation. These obligations may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the state.

7. Waiver of Claims

Each Party agrees to waive any and all claims against all other Parties for any loss,

damage, personal injury, or death occurring in consequence of the performance of this Agreement provided, however, that such claims are not the result of negligent and/or intentional act(s) by a Party or its staff, or done by them with an intentional disregard of the safety, health, life or property of another.

All employee benefits, wages, disability payments, pensions and worker's compensation claims shall be the sole and exclusive responsibility of each Party regarding its own staff.

8. Non-Liability for Failure to Render Aid

The rendering of Mutual Aid under the terms of this Agreement shall not be mandatory. It is the responsibility of the Aiding Member to notify, as soon as reasonably practical, the Affected Member of the Aiding Department's inability to respond.

No liability of any kind or nature shall be attributed to be assumed, whether expressly or implied, by a Party, its duly authorized agents and/or staff, for failure or refusal to render Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.

9. Auto-Renewal of Agreement and Termination

This Agreement will automatically renew on January 1st of each year unless a Member provides written Notice to Withdraw to the other Members, which shall be effective upon receipt.

10. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

11. Multiple Counterparts to Agreement

This Agreement may be electronically signed and forwarded via email, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument.

SIGNATURE PAGES

INCONSIDERATION of the mutual commitments contained herein, and by signing below, the signatories state and affirm that they have authority to bind, and do bind, the Member entity they are signing on behalf of to the terms and conditions of this Agreement.

FOR ASHLAND COUNTY Highway Dept:

FOR Town of Agenda:

X _____
Signature

X _____
Signature

X _____
Date Signed

X _____
Date Signed

Signatories Name Printed

Signatories Name Printed

Title

Title

Company/Entity Name

Company/Entity Name

Street Address

Street Address

City, State and Zip Code

City, State and Zip Code

Contact Phone Number

Contact Phone Number

Contact Email Address

Contact Email Address

JOB DESCRIPTION

SIGN INSTALLATION LABORER

Approved by the Town Board _____

Immediate Supervisor: Zoning Administrator, Public Works Director

Classification: Limited Term Employee
(No more than 800 hours per year)
(Approximately May through September)

I. DUTIES:

1. Under the direction of the Zoning Administrator and Public Works Director, complete the physical and planning tasks required to successfully install more than 950 fire number signs across the entire island.
2. Become proficient in calling Diggers Hotline for utility locate requests as necessary.
3. Exercise good customer-service skills when encountering property owners, residents, and visitors. Deal with members of the public in a helpful, courteous, and professional manner.
4. Drive a Town-owned pick-up truck, obey traffic laws, wear provided OSHA-compliant high-visibility workwear.
5. Ensure vehicles and tools under employee's responsibility are in safe condition and maintained in accordance with all local, state, and federal standards and regulations. Report all potential hazards and broken or nearly broken equipment to the Public Works Director.
6. Ensure that work is performed in a manner that does not endanger employee's own health and safety, or the health and safety of fellow workers or members of the public.

II. QUALIFICATIONS:

- Ability to perform heavy physical tasks under varying working conditions.
- Possession of a valid Class D driver's license.
- Ability to follow oral and written instructions.
- Ability to communicate effectively, including on the phone, and in person with property owners and other members of the public.
- Knowledge of general mechanics, small engine maintenance and operations
- Ability to operate and maintain the majority of the equipment listed below.

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- Pick-up truck
- Post hole digger
- Spade shovel
- Manual post pounder
- Sledgehammer
- Power drill and ratchet sets
- Level and stud finder
- Weed trimmer, brush saw, loppers

VI. Physical Requirements

- Successful performance of job duties requires moderate lifting and carrying, being able to walk or stand for prolonged periods of time, and tasks such as (but not limited to) bending at the waist, sitting, stooping, kneeling, lying horizontally, climbing ladders and step-ladders, or crawling.
- Sight and hearing
- Ability to push 100 pounds and lift 50 pounds

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to, or delete from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of Sign Installation Laborer for the Town of La Pointe.

Employee Signature

Date

(5) TB, TA, A, C, IERK, ZA, Public



TOWN OF LA POINTE
MADELINE ISLAND

P.O. Box 270

LA POINTE, WISCONSIN 54850

Planning & Zoning Dept.

PHONE: 715-747-2707

FAX: 715-747-6654

zoning@townoflapointewi.gov

www.townoflapointewi.gov

Date

Dear Property Owner,

Thank you for your application for a La Pointe rental permit this year. Your permit(s) are enclosed.

This letter is also to remind you of a few items that are new in 2024:

- The rate for room accommodation taxes has gone up from 6.5% to 8.0%. The Town has notified local property managers and the online marketplaces Airbnb and Vrbo of the change. However, we have no control over when (or if) they collect the new rate. Ultimately, it is the permit holder's responsibility to collect and pay local sales and occupancy taxes. We understand that some of your bookings may have taken place and been paid for before the new Rental Ordinance went into effect. Therefore, the Town Board established a grace period. However, we will expect you to collect the 8% rate on all bookings paid for after March 1, 2024.
- The ordinance, for the first time, allows "events" at some rental properties in the S-1, W-1 and W-2 zoning districts. These events require a separate Town permit. Any activity that exceeds three (3) times the sleeping capacity of your dwelling is an "event"; the maximum number of people allowed at an event is six (6) times the sleeping capacity. Violations will incur fines or, ultimately, revocation of the rental permit.
- For public safety purposes, the new ordinance requires that all rentals have an owner, agent, or property manager available on the Island to respond within sixty (60) minutes to an issue on your rental property. You must post the owner's, agent's, or property manager's contact information in a prominent location inside the rental dwelling.
- Similarly, you must post a phone number for renters to call in case your septic alarm goes off.

Thank you,

Ed Schaffer
Zoning Administrator
Town of La Pointe

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ASSIGNMENT AND ASSUMPTION OF DEBT

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

WITNESSETH:

WHEREAS, Assignor, is party to a "Contribution Agreement Between the Town of La Pointe and the Madeline Island Ferry Line- Draft," dated December 10, 2019, between the Town of La Pointe (hereinafter the "Town") and Assignor, which is hereinafter referred to as the "Contribution Agreement," is attached hereto as Exhibit A, and incorporated herein as though fully set forth;

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

WHEREAS, Assignor wishes to assign all of its rights and obligations in the Contribution Agreement to Assignee;

WHEREAS, Assignee wishes to accept all of Assignor's rights and obligations in the Contribution Agreement;

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

1. **Effective Date.** For all purposes under this Assignment, the term "Effective Date" shall mean the date set forth above.
2. **Assignment.** Effective as of the Effective Date, Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's rights and obligations under and to the Contribution Agreement.
3. **Assumption.** Assignee hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of the Contribution Agreement to be performed on the part of the Assignor and assumes all of the liabilities and obligations under the Contribution Agreement arising or accruing on or after the Effective Date, including, without limitation, the responsibility to make the required payments to the Town.
4. **Governing Law.** This Assignment shall be governed by and construed in

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accordance with the laws of the State of Wisconsin.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument.

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

MADELINE ISLAND FERRY LINE, INC., ASSIGNOR

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

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

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

TOWN ACKNOWLEDGMENT AND CONSENT

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

(Signatures on following page)

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

**CONTRIBUTION AGREEMENT BETWEEN THE TOWN OF LA POINTE
AND THE MADELINE ISLAND FERRY LINE - DRAFT**

The Madeline Island Ferry Line, Inc. (MIFL) has agreed to contribute 50% of the total local match for the Town Dock Improvement Project, funded in part by the Wisconsin Harbor Assistance Program (HAP). Refer to Agreement Between the Town of La Pointe and the Madeline Island Ferry Line, Inc. dated August 13, 2019 (attached).


The contribution will be paid to the Town of La Pointe as follows:

- MIFL will pay \$20,000 upon both parties signing this agreement.
- MIFL will pay an amount of \$50,000 plus interest at a rate of 4% in August of each year, beginning in August 2020. Interest will be calculated based on 50% of Wren Work's bills and 50% credit of HAP funds when received, calculating draws and reimbursements as well as interest accordingly throughout the project.
- Payments will be made over seven years. The payment to be made in August 2026 will be reconciled in advance of the final payment.
- There will be no penalty for prepayments.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.

This agreement is subject to the laws and regulations of the state of Wisconsin.

Signed:



Jim Patterson, Town Board Chair

12/10/2019
Date



Arnie Nelson, Madeline Island Ferry Line, Inc.

12-5-19
Date



Gary Russell, Madeline Island Ferry Line, Inc.

12-6-19
Date



Robin Trinko Russell, Madeline Island Ferry Line, Inc.

12-6-19
Date

(5) TB, TA, A, Clerk, P. 60.

RESOLUTION NO. 2024-0312 A

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF A \$5,374,000 GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A, OF THE TOWN OF LA POINTE, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Town Board of the Town of La Pointe, Ashland County, Wisconsin (the "Town"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to Wisconsin Statutes, Chapter 30 and Sections 30.37 and 30.38, the Town has created the Board of Harbor Commissioners (the "Harbor Commission") to perform duties in connection with the Town's harbor facilities, including, but not limited to the operation of the Madeline Island Ferry Service which provides ferry service between Bayfield, Wisconsin and the Town.

1.02 The Town is in the process of acquiring the assets of Madeline Island Ferry Line, Inc. (the "Seller") including the Seller's vessels and real and personal property used in the operation of such ferry service (the "Ferry Line Facilities" or the "Project").

1.03 The Town's plan of finance to acquire the Ferry Line Facilities is as follows:

A. The Town issuing its General Obligation Promissory Note, Series 2024A (the "2024A Note" or the "Note") in the principal amount of \$5,374,000, payable from an ad valorem tax levy;

B. The Town issuing its Ferry Line Service System Revenue Bonds, Series 2024B (the "2024B Bonds") in the principal amount of \$5,432,000, payable from net revenues of the Ferry Line Facilities;

C. The Town issuing its Ferry Line Service System Note Anticipation Notes, Series 2024C (the "2024C Notes") in the aggregate principal amount of \$3,000,000, payable from the Town's general obligation promissory notes pledged to be issued on or before December 1, 2028;

D. The Town issuing its State Trust Fund Note, Series 2024D (the "2024D Loan") in the aggregate principal amount of \$4,900,000 payable from an ad valorem tax levy; and

E. The Town issuing its Taxable Note Anticipation Note in the principal amount of \$600,000 to provide a revolving line of credit (the "2024E Line of Credit").

1.04 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12), the Town is authorized to issue and sell its general obligation promissory notes for any public purpose, including providing for a portion of the costs to acquire the Ferry Line Facilities. Pursuant to Wisconsin Statutes Section 30.34, the Town has created a harbor fund and the Harbor Commission has approved the financing plan set forth in Section 1.03.

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1.05 The Town Board has determined that it is necessary and desirable that the Town issue its \$5,374,000 General Obligation Promissory Note, Series 2024A (the "Note") for the purpose of providing a portion of the funds for the public purpose of acquiring the Ferry Line Facilities.

1.06 The Town has solicited proposals for the sale of the Note and received the best proposal from Bremer Bank, National Association, located at 372 St. Peter Street, St. Paul, Minnesota (the "Purchaser"), to purchase the Note to pay a portion of the costs of the Project, and upon condition that the Note matures and bears interest at the times and annual rate set forth in Section 2. The Town, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. All actions of the Town Chair, the Town Clerk and Ehlers & Associates, Inc., independent municipal advisor to the Town, taken with regard to the sale of the Note are hereby ratified and approved.

Section 2. Terms and Form of the Note.

2.01 The Note shall be a single note, dated as of the date of delivery, in fully registered form, in the amount of \$5,374,000, with principal payable in annual installments on December 1 of each year commencing with the initial principal payment on December 1, 2025 in the principal installments and in the years stated below:

Principal Payment Date (December 1)	Principal Installments	Principal Payment Date (December 1)	Principal Installments
2025	\$149,000	2030	\$206,000
2026	\$159,000	2031	\$219,000
2027	\$170,000	2032	\$233,000
2028	\$180,000	2033	\$3,865,000
2029	\$193,000		

The Note shall bear interest on the unpaid principal balance at the rate of 6.56% per annum (computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding; all interest payable under this Note is computed using this method). Interest shall be payable annually on December 1 of each year (each herein referred to as an "Interest Payment Date") commencing with the initial interest payment on December 1, 2024. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due, and (5) principal installments due.

2.02 The Town shall have and is hereby granted the option to prepay the Note on any date, with a premium set forth below, in whole or in part, in such maturities as set forth in the Note or portions of such maturities in increments of \$1,000, at the option of the Town. The premium to be paid on any prepayment of the Note shall be as follows:

Date of Prepayment	Premium for Par Amount to be Prepaid
March 21, 2024 through March 20, 2025	5.0%
March 21, 2025 through March 20, 2026	4.0%
March 21, 2026 through March 20, 2027	3.0%
March 21, 2027 through March 20, 2028	2.0%
March 21, 2028 through March 20, 2029	1.0%
On and after March 21, 2029	0.0%

To exercise a prepayment option granted in this Section, the Town shall, not less than 30 days prior to the date upon which such prepayment is to be made, give written notice to the Purchaser or the registered owner. Such notice shall specify the Note to be prepaid, the date on which such prepayment will be made and the amount and maturity of the prepayment. Notice having been given and payment of the amount to be prepaid having been duly made, that portion of the principal of the Note prepaid shall no longer bear interest.

2.03 The Town Board hereby appoints the Town Clerk as registrar and transfer agent for the Note (such officer or successor thereof is herein referred to as the "Note Registrar").

2.04 The Note shall bear interest at the annual rate stated therefor in Section 2.01. The Town Treasurer shall make all interest payments with respect to the Note by check or draft mailed to the registered owner of the Note shown on the bond registration records maintained by the Note Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owner's address shown on such bond registration records.

2.05 A. The Note shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Town Chair and attested by the manual signature of the Town Clerk. In case any officer whose signature shall appear on the Note shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

B. The Town Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be attached to the Note. The Town Clerk is authorized and directed to file the opinion in the Town offices.

2.06 A. The Town shall cause to be kept at the office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Town shall provide for the registration of the Note and the registration of transfers of the Note entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Board.

B. Upon surrender for transfer of the Note at the office of the Note Registrar, the Town shall execute and the Note Registrar shall authenticate and deliver, in the names(s) of the designated transferee(s), one new note of a like aggregate principal amount, as requested by the transferor.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Town Board.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the Town evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the Town or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Town and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The Town may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the Town of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Town and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the Town. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.07 The Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

2.08 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Town shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

2.09 Delivery of the Note and payment of the initial advance of the purchase price under the Note shall be made at a place mutually satisfactory to the Town and the Purchaser. A typewritten and executed Note shall be furnished by the Town without cost to the Purchaser. The Note, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Town Clerk to the Purchaser upon receipt of the purchase price or initial advance plus accrued interest.

Section 3. Form of the Note.

3.01 The Note shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
ASHLAND COUNTY

R-1

\$5,374,000

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

<u>Rate</u>	<u>Date of Original Issue</u>	<u>Final Maturity Date</u>
6.56%	March 21, 2024	December 1, 2033

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

Town of La Pointe, Wisconsin (the "Town"), for value received, promises to pay to the registered owner specified above (the "Holder"), or registered assigns, the principal sum of Five Million Three

Hundred Seventy-four Thousand Dollars (\$5,374,000) payable in annual installments on the following Principal Payment Dates and in the following principal installments:

Principal Payment Date (December 1)	Principal Installments	Principal Payment Date (December 1)	Principal Installments
2025	\$149,000	2030	\$206,000
2026	\$159,000	2031	\$219,000
2027	\$170,000	2032	\$233,000
2028	\$180,000	2033	\$3,865,000
2029	\$193,000		

together with interest on the outstanding principal amount from the date hereof or the most recent Principal Payment Date to which interest has been paid, at a rate of 6.56% per annum (computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding; all interest payable under this Note is computed using this method). Interest on the Note is payable on December 1 of each year (each referred to herein as an "Interest Payment Date"), with the first interest being payable on December 1, 2024. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft from the office of the Town Treasurer. The Town Treasurer shall make all interest payments with respect to this Note directly to the registered owner hereof shown on the bond registration records maintained on behalf of the Town by the Town Clerk at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of the final principal installment on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the Town to the extent of the payments so made. Payment of the December 1, 2033 principal installment shall be made when due upon presentation and surrender of this Note to the Town Clerk. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and resources of the Town are irrevocably pledged.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest due through the stated principal payment date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) past-due principal installments, (4) interest installments due and (5) principal installments due.

This Note is issued by the Town in the amount of \$5,374,000 pursuant to the authority contained in Wisconsin Statutes, Chapter 67, and Section 67.12(12), and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Town on March 12, 2024 (the "Resolution"), for the public purpose of financing a portion of the acquisition costs of the Madeline Island Ferry Line. The Note is payable from the Series 2024A Promissory Note Debt Service Account in the Town's Debt Service Fund and a direct annual ad valorem tax has been levied upon all of the taxable property within the Town, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Note is prepayable on any date, in whole or in part, at par plus a prepayment premium as set forth in Section 2.02 of the Resolution, plus accrued interest to the date of redemption with 30-days' notice to Purchaser.

The Note is issued as a fully registered note without coupons, in the denomination of \$5,374,000. The Town will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, all of like tenor except as to number and principal amount. This Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the principal office of the Note Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Note Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the Town shall execute and the Note Registrar shall authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the Town in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the limits of the Town is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due, without limitation as to rate or amount and that the issuance of this Note does not cause the indebtedness of the Town to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, Town of La Pointe, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Town Chair and the Town Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

ATTEST:

Town Clerk

Town Chair

(SEAL)

Date of Execution: March 21, 2024

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the Town Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the Town Clerk in the name of the registered owner last noted below.

Date

Registered Owner

Signature of Town Clerk

3/21/2024

Bremer Bank, National Association
372 St. Peter Street
St. Paul, MN 55102
Federal Taxpayer I.D.
No.: 41-0224890

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

(Name and Address of Assignee)

Social Security or other
Identifying Number of

Assignee

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Section 4. Borrowed Money Fund; Debt Service Fund.

4.01 A The Series 2024A Borrowed Money Fund. There is hereby created a separate and special fund designated as the Series 2024A Borrowed Money Fund (the "Borrowed Money Fund"), which shall be used solely for payment a portion of the acquisition costs of Ferry Line Facilities and to pay the costs of issuing the Note, including an origination fee to the Purchaser equal to 10 basis points. Proceeds of the Note shall be advanced to the Town upon delivery of the Note to the Purchaser and credited to the Borrowed Money Fund. The monies in said fund may from time to time be invested as provided in Section 66.0603, Wisconsin Statutes. Upon completion of such acquisition of the Project as described in Section 1.02 hereof, and after payment in full of all costs thereof, any balance on hand in the Borrowed Money Fund shall be credited to the Debt Service Account.

B. Debt Service Fund. There is hereby established in the treasury of the Town, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the Town may be considered as separate and

distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the Series 2024A Promissory Note Debt Service Account.

C. The Series 2024A Promissory Note Debt Service Account. To the Series 2024A Promissory Note Debt Service Account (the "Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) any collections of all taxes levied herein for the payment of the Note and interest thereon; (2) all investment earnings on funds in the Debt Service Account; (3) accrued interest, if any, received upon delivery of the Note; (4) surplus monies in the Borrowed Money Fund as specified in Section 4.01A hereof; (5) capitalized interest from the proceeds of the Note in the amount of \$249,711.87; and (6) any and all other monies which are properly available and are appropriated by the Town Board to the Debt Service Account including further deposits as may be required by Section 67.11 of Wisconsin Statutes. The amount of any surplus remaining in the Debt Service Account when the Note and interest thereon are paid shall be used to reduce the amount of taxes levied herein. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and cancelled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the Town, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, in interest bearing obligations of the United States of America, or in other obligations of the Town, which investments shall continue to be a part of the Debt Service Account. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the Town, unless the Board directs otherwise.

D. Draws on Note. On the date of issuance of this Note, the Town shall draw and the Purchaser shall advance the entire principal amount of \$5,374,000.

4.02 Debt Service Levy.

A. For the purpose of paying the principal of and interest on the Note as the same become due, the full faith, credit and resources of the Town are hereby irrevocably pledged and there hereby is levied on all the taxable property in the Town a direct, annual, irrepealable tax in such years and in such amounts as are sufficient to meet such principal and interest payments when due; said tax is hereby levied in the years and in the amounts shown on Exhibit A hereto, which is incorporated by reference as though fully set forth herein.

B. The Town shall be and continue to be without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried into the tax rolls of the Town and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Account created in Section 4.01C hereof.

4.03 Payment of Costs of Issuance. The Town agrees to pay the costs of issuance of the Note as set forth in the officers' certificate on the Closing Date.

Section 5. Certificate of Proceedings.

5.01 The officers of the Town are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Town relating to the

authorization and issuance of the Note and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Note as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Town as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The Town Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note.

5.03 In the event of the absence or disability of the Town Chair or Town Clerk, such officers of the Town or members of the Board as in the opinion of the Town's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Note, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Tax Covenants.

6.01 The Town covenants and agrees with the holder of the Note that the Town will (i) take all action on its part necessary to cause the interest on the Note to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Note and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Note to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Note and investment earnings thereon on certain specified purposes.

6.02 A. No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued. To this effect, any proceeds of the Note and any sums from time to time held in the Debt Service Account (or any other Town account which will be used to pay principal and interest to become due on the Note) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

B. The proceeds of the Note and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The Town hereby covenants not to use the proceeds of the Note, or to cause or permit them to be used, in such a manner as to cause the Note to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 A. The Town covenants and certifies to and for the benefit of the owner of the Note that no use will be made of the proceeds of the Note which will cause the Note to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The Town covenants and agrees to comply with requirements under the Code necessary to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on amounts invested at a yield greater than the yield on the Notes, and (3) the rebate of excess investment earnings to the United States if the Notes do not satisfy one or more of the arbitrage rebate exceptions.

C. The Note has not been designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

D. The Town shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

E. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The Town reasonably expects to reimburse expenditures with respect to the Project being financed.

Adopted March 12, 2024.

Town Chair

Attest:

Town Clerk

M:\DOCS\2164700000\NRDL\ICL9748.DOC

EXHIBIT A

**GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A
TOWN OF LA POINTE, WISCONSIN**

TAX LEVY SCHEDULE

Levy Year/Collect Year	Tax Levy
2023/2024	\$249,711.87*
2024/2025	\$506,430.71
2025/2026	\$506,520.56
2026/2027	\$506,945.29
2027/2028	\$506,530.56
2028/2029	\$506,666.40
2029/2030	\$506,829.76
2030/2031	\$506,128.47
2031/2032	\$506,309.28
2032/2033	\$4,122,065.44

* Capitalized Interest

RESOLUTION NO. 2024-03/2 C

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$3,000,000 FERRY LINE SERVICE SYSTEM NOTE ANTICIPATION NOTES, SERIES 2024C, OF THE TOWN OF LA POINTE, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING A DEBT SERVICE ACCOUNT THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Town Board of the Town of La Pointe, Ashland County, Wisconsin (the "Town"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to Wisconsin Statutes, Chapter 30 and Sections 30.37 and 30.38, the Town has created the Board of Harbor Commissioners (the "Harbor Commission") to perform duties in connection with the Town's harbor facilities, including, but not limited to the operation of the Madeline Island Ferry Service which provides ferry service between Bayfield, Wisconsin and the Town.

1.02 The Town is in the process of acquiring the assets of Madeline Island Ferry Line, Inc. (the "Seller") including the Seller's vessels and real and personal property used in the operation of such ferry service (the "Ferry Line Facilities" or the "Project").

1.03 The Town's plan of finance to acquire the Ferry Line Facilities is as follows:

A. The Town issuing its General Obligation Promissory Note, Series 2024A (the "2024A Note") in the principal amount of \$5,374,000, payable from an ad valorem tax levy;

B. The Town issuing its Ferry Line Service System Revenue Bonds, Series 2024B (the "2024B Bonds") in the principal amount of \$5,432,000, payable from net revenues of the Ferry Line Facilities;

C. The Town issuing its Ferry Line Service System Note Anticipation Notes, Series 2024C (the "2024C Notes" or the "Notes") in the aggregate principal amount of \$3,000,000, payable from the Town's general obligation promissory notes pledged to be issued on or before December 1, 2028, as set forth in Section 4.02 of this resolution;

D. The Town using its State Trust Fund Note, Series 2024D (the "2024D Loan") in the aggregate principal amount of \$4,900,000, payable from an ad valorem tax levy; and

E. The Town issuing its Taxable Note Anticipation Note in the principal amount of \$600,000 to provide a revolving line of credit (the "2024E Line of Credit").

1.04 Under and pursuant to the provisions of Wisconsin Statutes, Chapters 67 and 30, Section 67.12(1)(b) and Section 30.35 (collectively, the "Act"), the Town is authorized to issue and sell its obligations to provide short term interim financing for a portion of the cost of acquiring harbor facilities (including the Project) as a public utility, such obligations to be payable from the issuance of the Town's general obligation promissory notes pledged to be issued on or before December 1, 2028.

1.05 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12), the Town is authorized to issue and sell its general obligation promissory notes for any public purpose, including

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providing for long term financing for a portion of the costs to acquire the Ferry Line Facilities. Pursuant to Wisconsin Statutes Section 30.34, the Town has created a harbor fund and the Harbor Commission has approved the financing plan set forth in Section 1.03.

1.06 The Town Board has determined that it is necessary and desirable that the Town issue its \$3,000,000 Ferry Line Service System Note Anticipation Notes, Series 2024C for the purpose of providing funds for the short-term temporary financing for the public purpose of acquiring the Ferry Line Facilities.

1.07 The Town has received proposals from those persons or entities described on Exhibit A attached hereto (the "Purchasers") to purchase the Notes upon the condition that the Notes mature, bear interest at the times and annual rate set forth in Section 2. The Town after due consideration, finds such offers reasonable and proper and the offers of the Purchasers are hereby accepted. Each of the Purchasers shall execute and deliver an investment letter in form and substance required by the Town. The Chair and Clerk are authorized and directed to execute on the part of the Town contracts for the sale of the Notes in accordance with the Purchasers' proposals. All actions of the Chair and the Clerk taken with regard to the sale of the Notes are hereby ratified and approved.

1.08 Upon closing of the acquisition of the Project, the Town will own and operate the Ferry Line Facilities as a revenue-producing public utility (such Ferry Line Facilities and all properties of every nature constituting a part thereof which may now or hereafter be owned by the Town, including all improvements thereof, all real and personal property comprising a part of said utility, and all appurtenances, contracts, leases, franchises, and other intangibles relating thereto, is hereinafter referred to as the "System" or the "Utility"). As set forth herein, the Town is in the process of acquiring the System and intends to issue and sell its general obligation promissory notes and revenue bonds to provide a portion of the long-term financing for such acquisition.

1.09 The Town electors have adopted on February 29, 2024, a resolution authorizing the Town Board to approve a tax levy in connection with the Town's issuance of general obligation promissory notes in the amount not to exceed \$3,000,000 to pay the outstanding principal amount of the 2024C Notes on or before December 1, 2028.

1.10 Pursuant to authority contained in the Act and Section 67.12(1)(b)(i), the Town Board does hereby direct the issuance and sale of \$3,000,000 Ferry Line Service System Note Anticipation Notes, Series 2024C of the Town, for the purpose of providing funds for the temporary financing for a portion of the costs of the Project, in anticipation of the issuance of permanent financing, such Notes being necessary for timely payment of anticipated expenditures from the Acquisition Fund herein defined. The Notes are being issued for purposes for which the Town is authorized to issue general obligation promissory notes under the Act.

Section 2. Terms and Form of the Note.

2.01 The Notes shall be serial notes issued on a parity, one with the others, dated as of the date of delivery, in fully registered form, in the aggregate principal amount of \$3,000,000, with principal payable in one installment on December 1, 2028 (the "Maturity Date"). The Notes shall bear interest on the unpaid principal balance at the rate of 6.56% per annum (computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding; all interest payable under the Notes are computed using this method); and shall be issued in denominations of \$1,000 or any integral multiple thereof. Interest shall be payable semi-annually on June 1 and December 1 of each year (the "Interest Payment Dates") commencing on December 1, 2024. Payments shall be applied first to

interest due through the stated Interest Payment Date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the registered holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) interest installments due and (4) principal installment due. The Notes are subject to redemption and prepayment, in whole or in part, at the option of the Town on any date, at par plus accrued interest. At least 30 days prior to the date fixed for redemption and prepayment of any of the Notes, notice of the redemption shall be mailed to the registered owner of the Note or Notes to be prepaid or redeemed, at the address shown on the registration books of the Town.

2.02 The Town Board hereby appoints the Town Clerk as registrar and transfer agent for the Notes (such officer or successor thereof is herein referred to as the "Note Registrar").

2.03 A. A Purchaser of a Note may assign the Note held by the Purchaser only with the written consent of the Town Clerk. Each person or entity purchasing a Note shall (i) document to the satisfaction of representatives of the Town that the assignee of a Note, is an "accredited investor" as defined in Rule 17 CFR 230.501 of Regulation D promulgated under the Securities Act of 1933, as amended; and (ii) sign and deliver to the Town an investment letter in form and substance acceptable to the Town.

B. Each Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note. Each Note shall be dated by the Town Clerk as of the date of its execution. The Town shall not be required to make any transfer or exchange of any of the Notes called for redemption or to make any such exchange or transfer of the Notes during the 15 days next preceding the date of the mailing of notice of redemption in the case of a proposed redemption of the Notes.

2.04 The Town may treat the person in whose name any Note is registered as the owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and the Town shall not be affected by notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

2.05 The Notes shall be prepared for execution in accordance with the approved form and shall be signed by the manual signature of the Town Chair and attested by the manual signature of the Town Clerk. In case any officer whose signature shall appear on the Notes shall cease to be an officer before delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until delivery.

2.06 A. The Town shall cause to be kept at the office of the Note Registrar a note register in which, subject to such reasonable regulations as the Note Registrar may prescribe, the Town shall provide for the registration of the Notes and the registration of transfers of the Notes entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Note Registrar or its incapability of acting as such, the Note registration records shall be maintained at the office of the successor Note Registrar as may be appointed by the Town Board.

B. Upon surrender for transfer of the Note at the office of the Note Registrar, the Town Chair and Town Clerk shall execute and deliver, in the names(s) of the designated transferee(s), one new note of a like aggregate principal amount, as requested by the transferor.

C. A Note surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Note Registrar and thereafter disposed of as directed by the Town Board.

D. A Note issued in exchange for or upon transfer of the Note shall be a valid obligation of the Town evidencing the same debt and entitled to the same benefits under this Resolution as the Note surrendered for such exchange or transfer.

E. The Note presented for a transfer or exchange shall (if so required by the Town or the Note Registrar) be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Town and the Note Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing.

F. The Town may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Note, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

G. If the Note becomes mutilated or is destroyed, stolen or lost, the Note Registrar will deliver a new Note of like amount, number, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Note Registrar in connection therewith; and, in the case of the Note being destroyed, stolen or lost, upon filing with the Note Registrar and the Town of evidence satisfactory to them that the Note was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Note Registrar of an appropriate Note or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Town and the Note Registrar must be named as obligees. The Note so surrendered to the Note Registrar will be cancelled by the Note Registrar and evidence of such cancellation must be given to the Town. If the mutilated, destroyed, stolen or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.07 Delivery of the Notes and payment of the purchase price shall be made at a place mutually satisfactory to the Town and the Purchasers. Executed Notes shall be furnished by the Town without cost to the Purchasers. The Notes, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Town Treasurer to the Purchasers thereof upon receipt of the purchase price plus accrued interest.

2.08 A Note delivered upon transfer of or in exchange for or in lieu of any other Note shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Note.

2.09 The principal of and interest on the Note shall be payable by the Note Registrar in such funds as are legal tender for the payment of debts due the United States of America. The Town shall pay the reasonable and customary charges of the Note Registrar for the disbursement of principal and interest.

Section 3. Form of the Note.

3.01 The Notes shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF ASHLAND

TOWN OF LA POINTE

R-__

\$ _____

FERRY LINE SERVICE SYSTEM NOTE ANTICIPATION NOTE, SERIES 2024C

<u>Rate</u> 6.56%	<u>Maturity Date</u> December 1, 2028	<u>Date of Original Issue</u> March 21, 2024
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REGISTERED OWNER: _____

The Town of La Pointe, Ashland County, Wisconsin (the "Town"), for value received, promises to pay to the registered owner specified above (the "Holder"), or registered assigns, the principal sum of _____ (\$ _____) on December 1, 2028, together with interest thereon from the date hereof or the most recent Interest Payment Date to which interest has been paid, at a rate of 6.56% per annum (computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding; all interest payable under this Note is computed using this method). Such interest shall be payable semi-annually on June 1 and December 1 of each year (the "Interest Payment Dates") commencing on December 1, 2024. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the Town Treasurer. The Town Treasurer shall make all interest payments with respect to this Note directly to the registered owner hereof shown on the Note registration records maintained on behalf of the Town by the Town Clerk at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said Note registration records, without, except for payment of principal on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligation of the Town to the extent of the payments so made. Payment of principal shall be made when due upon presentation and surrender of this Note to the Town Treasurer.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest due through the stated Maturity Date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Holder in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) interest installments due and (4) principal installment due.

This Note is subject to redemption and prepayment, in whole or in part, at the option of the Town on any date, at par plus accrued interest. At least 30 days prior to the date fixed for redemption and prepayment of the Note, notice of the redemption shall be mailed to the registered owner of the Note, at the address shown on the registration books of the Town.

This Note is one of a series of Ferry Line Service System Note Anticipation Notes Series 2024C (the "Series 2024C Notes") issued by the Town in the aggregate principal amount of \$3,000,000 pursuant to the authority contained in Wisconsin Statutes, Section 67.12(1)(b) and Section 30.35, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Town on March 12, 2024 (the "Resolution"), for public purposes, including financing a portion of the costs of the acquisition of the assets of Madeline Island Ferry Line, Inc. (the "Seller") including the Seller's vessels and real and personal property used in the operation of such ferry service. The Notes are payable from the 2024C Note Anticipation Notes Debt Service Account in the Town's Debt Service Fund from the proceeds of the Town's general obligation promissory notes, which the Town is authorized and has covenanted to issue at such time and in such amounts necessary to pay principal and unpaid interest on this Note no later than the Maturity Date, as set forth in the Resolution to which reference is made for a

full statement of rights and powers thereby conferred. This Note is issued on a parity with the other notes of the Series 2024C Notes.

This Note does not constitute an indebtedness of the Town within the meaning of any constitutional or statutory debt limitation or provision or charge against its general credit or taxing powers. This Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Town, except the agreement of the Town to perform or cause the performance of the covenants and other provisions referred to herein.

The Note is issued as a fully registered note without coupons, in the denomination of \$1,000 or an integral multiple thereof. The Town will, at the request of the registered owner, issue one new fully registered note in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of the Note, all of like tenor except as to number and principal amount. This Note is transferable by the registered owner hereof upon, subject to the provisions of the Resolution, surrender of this Note for transfer at the principal office of the Town Clerk, duly endorsed or accompanied by a written instrument of transfer and an investment letter in form satisfactory to the Town Clerk and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the Town shall execute, authenticate and deliver, in exchange for this Note, one new fully registered note in the name of the transferee of an authorized denomination, an aggregate principal amount equal to the unpaid principal amount of this Note, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to, but the Town may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding special limited obligation of the Town in accordance with its terms, have been done and do exist in form, time and manner as so required.

IN WITNESS WHEREOF, the Town of La Pointe, Ashland County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Chair and the Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

Date of Execution: _____

ATTEST:

[form - no signature required]
Town Clerk

[form - no signature required]
Town Chair

(SEAL)

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the Town Clerk. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the Town Clerk in the name of the registered owner last noted below.

Date
3/___/2024

Registered Owner

Signature of Town Clerk

Federal Taxpayer I.D. No.:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Assignee)

Social Security or other
Identifying Number of
Assignee

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____.

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Section 4. Covenants, Funds, Accounts.

4.01 A. Borrowed Money Fund. There is hereby created a separate and special fund designated as the Borrowed Money Fund (the "Borrowed Money Fund"), which shall be used solely for payment of costs of acquisition of the Project. The proceeds of the Notes, except for those proceeds appropriated in Section 4.01C hereof, shall be credited to the Borrowed Money Fund. The monies in said fund may from time to time be invested as provided in Section 66.0603, Wisconsin Statutes. Upon completion of such acquisition as described in Section 1.02 hereof, and after payment in full of all costs thereof, any balance on hand in the Borrowed Money Fund shall be credited to the Debt Service Account.

B. Debt Service Fund. There is hereby established in the treasury of the Town, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the Town may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the 2024C Note Anticipation Notes Debt Service Account.

C. The 2024C Note Anticipation Notes Debt Service Account. To the 2024C Note Anticipation Notes Debt Service Account ("Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) the proceeds of the general obligation promissory notes to be issued by the Town, as provided for in Section 4.02 hereof; (2) Net Revenues of the Ferry Line Facilities as provided for in Section 4.01D.; (3) all investment earnings on funds in the Debt Service Account; (4) accrued interest, if any, received upon delivery of the Notes; (5) capitalized interest from the proceeds of the Notes in the amount of \$0.00; and (6) any and all other monies which are properly available and are appropriated by the Town Board to the Debt Service Account. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the Town, unless the Town Board directs otherwise.

D. Subject to the prior pledge of Net Revenues of the Ferry Line Facilities set forth in the bond ordinance for the 2024B Bonds, the Town Treasurer shall make, on a monthly basis, an allocation of Net Revenues for paying of principal and interest on the 2024B Bonds, the interest on the 2024E Line of Credit and the interest on the 2024C Notes as provided for in the bond ordinance for the 2024B Bonds.

4.02 Covenant to Issue General Obligation Promissory Notes. The Town Board represents, covenants and agrees that (i) it has and will have full power and authority to issue general obligation promissory notes at such time and in such amounts necessary to pay the principal of and outstanding interest on the Notes due on or before December 1, 2028; and (ii) it will issue such general obligation promissory notes or other municipal obligations to pay the principal of and outstanding interest on the Notes on or before December 1, 2028.

Section 5. Certificate of Proceedings.

5.01 The officers of the Town are authorized and directed to prepare and furnish to the Purchasers and to bond counsel certified copies of all proceedings and records of the Town relating to the authorization and issuance of the Notes and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Notes as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Town as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The Town Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes.

5.03 In the event of the absence or disability of the Town Chair or Town Clerk, such officers of the Town or members of the Town Board as in the opinion of the Town's attorney may act in their behalf, shall without further act or authorization execute and deliver the Notes, and do all things and

execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Tax Covenants.

6.01 The Town covenants and agrees with the holder of the Notes that the Town will (i) take all action on its part necessary to cause the interest on the Notes to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Notes and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Notes to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Notes and investment earnings thereon on certain specified purposes.

6.02 A. No portion of the proceeds of the Notes shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued. To this effect, any proceeds of the Note and any sums from time to time held in the Debt Service Fund (or any other Town account which will be used to pay principal and interest to become due on the Notes) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods or minor portion made available under the federal arbitrage regulations.

B. The proceeds of the Notes and money in the Debt Service Account shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The Town hereby covenants not to use the proceeds of the Notes, or to cause or permit them to be used, in such a manner as to cause the Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 A. The Town covenants and certifies to and for the benefit of the owner of the Notes that no use will be made of the proceeds of the Notes which will cause the Notes to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The Town covenants and agrees to comply with requirements under the Code necessary to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Notes, including without limitation (1) requirements relating to temporary periods for investment, (2) limitation on amounts invested at a yield greater than the yield on the Notes, and (3) the rebate of excess investment earnings to the United States if the Notes do not satisfy one or more of the arbitrage rebate exceptions.

C. The Notes have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

D. The Town shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

E. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The Town reasonably expects to reimburse expenditures with respect to the Project being financed.

Section 7. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

Adopted March 12, 2024.

Town Chair

Attest:

Town Clerk

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EXHIBIT A

Names of Purchasers	Principal Amount of Notes	Note Numbers
Leon Steinberg TOD Sarah Kaplan	\$500,000	R-1
Kenneth Sanborn Myhre	\$500,000	R-2
Goldfine Survivors Trust est. June 1, 2019, Ken Goldfine, Sole Trustee	\$500,000	R-3
Robin Trinko Russell	\$500,000	R-4
David C. Donkers Revocable Trust, dated 6/4/2008, as amended	\$500,000	R-5
Edward A. Michael	\$500,000	R-6

RESOLUTION NO. 2024-0312 E

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$600,000 TAXABLE NOTE ANTICIPATION NOTE, SERIES 2024E, OF THE TOWN OF LA POINTE, WISCONSIN; ESTABLISHING THE TERMS AND CONDITIONS THEREFOR; DIRECTING THEIR EXECUTION AND DELIVERY; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDING THE SALE THEREOF

BE IT RESOLVED, by the Town Board of the Town of La Pointe, Ashland County, Wisconsin (the "Town"), as follows:

Section 1. Note Purpose, Authorization, and Award.

1.01 Under and pursuant to Wisconsin Statutes, Chapter 30 and Sections 30.37 and 30.38, the Town has created the Board of Harbor Commissioners (the "Harbor Commission") to perform duties in connection with the Town's harbor facilities, including, but not limited to the operation of the Madeline Island Ferry Service which provides ferry service between Bayfield, Wisconsin and the Town.

1.02 The Town is in the process of acquiring the assets of Madeline Island Ferry Line, Inc. (the "Seller") including the Seller's vessels and real and personal property used in the operation of such ferry service (the "Ferry Line Facilities" or the "Project").

1.03 The Town's plan of finance to acquire the Ferry Line Facilities is as follows:

A. The Town issuing its General Obligation Promissory Note, Series 2024A (the "2024A Note") in the principal amount of \$5,374,000, payable from an ad valorem tax levy;

B. The Town issuing its Ferry Line Service System Revenue Bonds, Series 2024B (the "2024B Bonds") in the principal amount of \$5,432,000, payable from net revenues of the Ferry Line Facilities;

C. The Town issuing its Ferry Line Service System Note Anticipation Notes, Series 2024C (the "2024C Notes") in the aggregate principal amount of \$3,000,000, payable from the Town's general obligation promissory notes pledged to be issued on or before December 1, 2028, as set forth in Section 4.02 of this resolution;

D. The Town using its State Trust Fund Note, Series 2024D (the "2024D Loan") in the aggregate principal amount of \$4,900,000, payable from an ad valorem tax levy; and

E. The Town issuing its Taxable Note Anticipation Note, Series 2024E in the principal amount of \$600,000 to provide a revolving line of credit for operation of the Ferry Line Facilities (the "Line of Credit" or the "Note").

1.04 Under and pursuant to the provisions of Wisconsin Statutes, Chapters 67 and 30, Section 67.12(1)(b) and Section 30.35 (collectively, the "Act"), the Town is authorized to issue and sell its obligations to provide short term interim financing to provide cash flow financing for the operation of the Ferry Line Facilities, such obligations to be payable from the issuance of the Town's general obligation promissory notes pledged to be issued on or before March 1, 2029.

1.05 Under and pursuant to the provisions of Wisconsin Statutes, Section 67.12(12), the Town is authorized to issue and sell its general obligation promissory notes for any public purpose, including

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providing for cash flow financing for the Ferry Line Facilities. Pursuant to Wisconsin Statutes Section 30.34, the Town has created a harbor fund and the Harbor Commission has approved the financing plan set forth in Section 1.03.

1.06 The Town Board has determined that it is necessary and desirable that the Town issue its \$600,000 Taxable Note Anticipation Note, Series 2024E for the purpose of providing cash flow financing for the operation of the Ferry Line Facilities.

1.07 The Town has received a proposal from Bremer Bank, National Association located at 372 St. Peter Street in St. Paul, Minnesota (the "Lender"), to purchase the Note upon the condition that the Note matures and bears interest at the times and rates set forth in Section 2. The Town after due consideration, finds such offer reasonable and proper and the offer of the Lender is hereby accepted. The Chair and Clerk are authorized and directed to execute on the part of the Town a contract for the loan evidenced by the Note in accordance with the terms in this resolution. All actions of the Chair and the Clerk taken with regard to the sale of the Note are hereby ratified and approved.

1.08 Upon closing of the acquisition of the Project, the Town will own and operate the Ferry Line Facilities as a revenue-producing public utility (such Ferry Line Facilities and all properties of every nature constituting a part thereof which may now or hereafter be owned by the Town, including all improvements thereof, all real and personal property comprising a part of said utility, and all appurtenances, contracts, leases, franchises, and other intangibles relating thereto, is hereinafter referred to as the "System" or the "Utility"). As set forth herein, the Town is in the process of acquiring the System and intends to issue and sell its general obligation promissory notes and revenue bonds to provide a portion of the long-term financing for such acquisition.

1.09 The Town electors have adopted on February 29, 2024, a resolution authorizing the Town Board to approve a tax levy in connection with the Town's issuance of general obligation promissory notes in the amount not to exceed \$600,000 to pay the outstanding principal amount of the Note on or before March 1, 2029.

1.10 Pursuant to authority contained in the Act and Section 67.12(1)(b)(i), the Town Board does hereby direct the issuance and sale of its \$600,000 Taxable Note Anticipation Note, Series 2024E of the Town, for the purpose of providing funds for the temporary cash flow financing for the operations of the Ferry Line Facilities, in anticipation of revenues of the Ferry Line Facilities and/or the issuance of permanent financing, such Note being necessary for timely payment of anticipated expenditures from the Town's Ferry Line Service System Revenue Fund. The Note is being issued for purposes for which the Town is authorized to issue general obligation promissory notes under the Act.

Section 2. Terms and Form of the Note.

2.01 The Note shall be a single note, dated as of the date of delivery, in fully registered form, in a principal amount not to exceed \$600,000, with outstanding principal payable in one installment on March 1, 2029 (the "Maturity Date"). The Note shall bear interest on the unpaid principal balance as hereinafter provided. The interest rate on the Note is subject to change from time to time based on changes in an independent index which is the "Prime Rate." For the purposes of the Note, Prime Rate shall mean the Prime Rate of interest as published from time to time in the Wall Street Journal. All changes in the interest rate caused by a fluctuation in the Prime Rate shall become effective automatically on the same date that the change in the Prime Rate became effective (the "Index"). The Index is not necessarily the lowest rate charged by the Lender on its loans. If the Index becomes unavailable during the term of the Note, the Lender may designate a substitute index after notifying the Town. The Lender will tell the Town the current Index rate upon the Town's request. The interest rate change will not occur

more often than each day. Interest shall be payable on the first day of each month (the "Interest Payment Dates") commencing on May 1, 2024 on the outstanding principal balance. Payments shall be applied first to interest due through the stated Interest Payment Date set forth above on the unpaid principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Lender in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) interest installments due and (4) principal installment due. This is a revolving line of credit so principal can be drawn and repaid and drawn again in any amounts and/or at any time prior to the Maturity Date.

2.02 The principal of and interest on the Notes shall be payable by the Town in such funds as are legal tender for the payment of debts due the United States of America.

Section 3. Form of the Note.

3.01 The Notes shall be typewritten or printed in substantially the following form:

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF ASHLAND

TOWN OF LA POINTE

R-1

\$600,000

TAXABLE NOTE ANTICIPATION NOTE, SERIES 2024E

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
Variable	March 1, 2029	March 21, 2024

REGISTERED OWNER: BREMER BANK, NATIONAL ASSOCIATION

The Town of La Pointe, Ashland County, Wisconsin (the "Town"), for value received, promises to pay to the registered owner specified above (the "Lender"), the principal sum of six hundred thousand dollars (\$600,000) (but only so much as shall have been advanced and remains outstanding), together with interest on the unpaid principal balance from the respective dates the outstanding principal amounts were advanced at the Prime Rate, as hereinafter defined. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the "Prime Rate." For the purposes of this Note, Prime Rate shall mean the Prime Rate of interest as published from time to time in the Wall Street Journal. All changes in the interest rate caused by a fluctuation in the Prime Rate shall become effective automatically on the same date that the change in the Prime Rate became effective (the "Index"). The Index is not necessarily the lowest rate charged by the Lender on its loans. If the Index becomes unavailable during the term of this Note, the Lender may designate a substitute index after notifying the Town. The Lender will tell the Town the current Index rate upon the Town's request. The interest rate change will not occur more often than each day. Interest shall be paid on the 1st day of each month commencing on May 1, 2024, and outstanding principal and interest are due on March 1, 2029. This is a revolving line of credit so principal can be drawn and repaid and drawn again in any amounts and/or at any time on or prior to the Maturity Date. Disbursement of proceeds of this Note shall be made by the Lender to the Town from time to time within two business days after receipt of a disbursement request pursuant to the Town's resolution authorizing the Note.

The principal of and interest on the Note are payable in such funds as are legal tender for payment of debts due the United States of America. Payments shall be applied first to interest on the unpaid

principal balance and thereafter to reduction of principal. Delinquent payments, if any, shall be applied by the Lender in the following sequence: (1) billed delinquent interest, (2) past-due interest installments, (3) interest installments due and (4) principal installment due.

This Note is issued by the Town in the principal amount of \$600,000 pursuant to the authority contained in Wisconsin Statutes, Section 67.12(1)(b) and Section 30.35, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the Town on March 12, 2024 (the "Resolution"), for public purposes, including providing cash flow financing for the operation of the Ferry Line Facilities. The Note is payable from the 2024E Taxable Note Anticipation Notes Debt Service Account in the Town's Debt Service Fund from the proceeds of the Town's general obligation promissory notes, which the Town is authorized and has covenanted to issue at such time and in such amounts necessary to pay principal and unpaid interest on this Note no later than the Maturity Date, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

This Note does not constitute an indebtedness of the Town within the meaning of any constitutional or statutory debt limitation or provision or charge against its general credit or taxing powers. This Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Town, except the agreement of the Town to perform or cause the performance of the covenants and other provisions referred to herein.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of Wisconsin to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding special limited obligation of the Town in accordance with its terms, have been done and do exist in form, time and manner as so required.

IN WITNESS WHEREOF, the Town of La Pointe, Ashland County, Wisconsin, by its governing body, has caused this Note to be executed in its name by the signatures of the Chair and the Clerk and its corporate seal or a true facsimile thereof to be impressed or imprinted hereon, all as of the date of original issue specified above.

Date of Authentication: _____

ATTEST:

[form - no signature required]
Clerk

[form - no signature required]
Chair

(SEAL)

Section 4. Covenants, Funds, Accounts.

4.01 A. Operation Fund. The Town Board has created a separate and special fund designated as the Operation and Maintenance Fund within the Ferry Line Service System Revenue Fund (the "Operation Fund"), which shall be used solely for payment of costs of operation of the Ferry Line Facilities. The proceeds of the Note, except for those proceeds appropriated in Section 4.01C hereof, shall be credited to the Operation Fund. The Town shall pay for the costs of issuance of the Note, including an origination fee to the Lender equal to 20 basis points. The following provisions shall apply to the Operation Fund and draws and payments on the Note: (i) draws on the Note shall be used for Town

costs incurred for the operation of Ferry Line Facilities; (ii) the Note must be at a zero balance for no less than 30 consecutive days prior to maturity of the Note; (iii) the Note may be drawn by the Town as needed, the Note may be prepaid at the option of the Town and drawn again, as a revolving line of credit prior to maturity of the Note.

B. Debt Service Fund. There is hereby established in the treasury of the Town, if it has not already been created, a debt service fund separate and distinct from every other fund (the "Debt Service Fund"), which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the Town may be considered as separate and distinct accounts within the Debt Service Fund. There shall be maintained in the Debt Service Fund a separate account, to be designated the 2024E Taxable Note Anticipation Note Debt Service Account.

C. The 2024E Taxable Note Anticipation Note Debt Service Account. To the 2024E Taxable Note Anticipation Note Debt Service Account ("Debt Service Account") there is hereby pledged and irrevocably appropriated and there shall be credited: (1) the proceeds of the general obligation promissory notes to be issued by the Town, as provided for in Section 4.02 hereof; (2) Net Revenues of the Ferry Line Facilities as provided for in Section 4.01D.; and (3) any and all other monies which are properly available and are appropriated by the Town Board to the Debt Service Account. No money shall be withdrawn from the Debt Service Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full. When all of the Note has been paid in full and cancelled, and all permitted investments disposed of, any money remaining in the Debt Service Account shall be deposited in the general fund of the Town, unless the Town Board directs otherwise.

D. Subject to the prior pledge of Net Revenues of the Ferry Line Facilities set forth in the bond ordinance for the 2024B Bonds, the Town Treasurer shall make, on a monthly basis, an allocation of Net Revenues for paying the interest on the Note as provided for in the bond ordinance for the 2024B Bonds.

4.02 Covenant to Issue General Obligation Notes. The Town Board represents, covenants and agrees that (i) it has and will have full power and authority to issue general obligation promissory notes at such time and in such amounts necessary to pay the principal of and outstanding interest on the Notes due on or before March 1, 2029; and (ii) it will issue such general obligation promissory notes or other municipal obligations to pay the principal of and interest on the Notes on or before March 1, 2029 to repay the Notes.

Section 5. Certificate of Proceedings.

5.01 The officers of the Town are authorized and directed to prepare and furnish to the Purchasers and to bond counsel certified copies of all proceedings and records of the Town relating to the authorization and issuance of the Notes and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Notes as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the Town as to the correctness of facts recited therein and the actions stated therein to have been taken.

5.02 The Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes.

5.03 In the event of the absence or disability of the Chair or Clerk, such officers of the Town or members of the Town Board as in the opinion of the Town's attorney may act in their behalf, shall without further act or authorization execute and deliver the Notes, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 6. Headings. Headings in this Resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

Adopted March 12, 2024.

Chair

Attest:

Clerk

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

**TOWN OF LAPOINTE
RESOLUTION #2024-0312 F
Amending Resolution #2023-1212 (C)
AMEND 2024 FEE SCHEDULE TO INCORPORATE MADELINE ISLAND FERRY
INC. LOCAL TARIFF NO.33 AND PARCEL DELVIERY RATES**

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.

The 2024 Fee Schedule, titled "Zoning Permit Fees" under long term rental was amended on February 27th, 2024.

Therefore: be it resolved that the 2024 Fee Schedule be amended to incorporate the Madeline Island Ferry Line Local Tariff No. 33 and the attached Parcel Delivery Rates.

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

This resolution was duly passed and adopted this 12th day of March 2024.

Glenn Carlson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Passed

Aimée Baxter, Supervisor

Date Posted

Sue Brenna, Supervisor

Samantha Dobson, Supervisor

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Initial: dg

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

MADLINE ISLAND FERRY LINE, INC.

LOCAL TARIFF NO. 33

COMMODITY AND PASSENGERS

Between Bayfield, Wisconsin and La Pointe, Wisconsin

Issued March 15, 2023 - Effective April 15, 2023

Issued by

Madeline Island Ferry Line, Inc.

La Pointe, Wisconsin

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Initial: dg

2023 RULES, REGULATIONS AND APPLICATION OF RATES

No. 5. Application of Rates

The rates herein set forth apply between the Bayfield Ferry Dock and the La Pointe Dock except when weather conditions make temporary use of a substitute dock at Bayfield necessary.

No. 10. Payment of Charges

All charges shall be paid in cash at time of delivery except when special arrangements are made before acceptance of freight. Charge accounts must be paid in full within 30 days after the end of the month unless special arrangements are made. Customers with accounts over 45 days will not be allowed to purchase or add to the magnetic cards for discount travel (passenger or car). Outstanding MIFL charge account \$ may be taken off a customer's magnetic card balance and visa versa.

No. 15. Loading and unloading

All freight will be loaded and unloaded promptly but the right is reserved to postpone such operations temporarily if they interfere with the fixed operating schedule of the boat used.

No. 20. Reservations

Because of the limited capacity of the ferry and because of the uncertainty of weather conditions, the management reserves the right to restrict the number, quantity or size of vehicles or other articles of freight. Management reserves the right to refuse to make any scheduled or special trip because of danger due to weather conditions. Customers responsible for trucks over 25 feet long, a motor coach, or large loads, are requested to call the La Pointe office to reserve space in advance. Reservations do not obligate the company to load the above vehicle in disregard for safety or prudent judgment of the captain.

No. 25. Taxes

Any transportation tax shall be added to the rate of fare in each instance.

No. 30 Articles Not Accepted

The following articles will not be accepted for transportation:

- Articles of extraordinary value and/or the transportation of which is prohibited by law.
- Articles or material liable to cause damage to or negatively affect other merchandise or equipment
- Explosives or flammables (except in D.O.T. approved/marked vehicle or containers)
- Articles poorly packaged or which arrive at our terminal in obviously damaged condition
- Items of freight excessive in size or weight
- Vehicles determined unsafe to drive or unsafe to transport due to substandard equipment, weak brakes, leaking fluids, or center of gravity too high for sea state, or excessive size or weight or flammables in large quantities in non-D.O.T. approved containers.
- Unmarked articles or suspicious materials
- Articles for customers with no charge accounts

No. 35. Display of Rate Schedule

The above rules and the minimum rate schedule shall be made available at ticket booths and in the ferry office at La Pointe.

No. 40 Minimum charge

The minimum charge on any freight shipment shall be \$5.25.

No. 45 Freight Storage Charge

Freight other than small packages which can be stored on shelves, may be charged storage at an additional \$5.25 per day beyond day received (\$10/day if oversize +108 combined inches or +50 lb). MIFL is not responsible for items (coming to the Island dock, freight building or to the passenger terminal in Bayfield) not picked up within 2 days.

2023 PASSENGER FARES**RATE**

Adults and children (12 years and older)	8.50 each way
Children 6 to 11 years old	3.50 each way
Children less than 6 years old (when accompanied by adult)	Free

COMMODITY FARES

Bicycles (Not including rider)	3.75 each way
Bicycle trailer/child bike/ child bike trailer (Not including rider)	2.00 each way
Moped, tandem, motorcycle trailer or side car (driver extra)	6.00 each way
Motorcycle, canoe, kayak, (driver extra)	8.50 each way

NO SNOWMOBILES ON CAR DECK**GROUP RATES (BY RESERVATION ONLY)**

Bus groups, which have 20 or more persons, will be granted a \$.50 discount on each round-trip passenger fare. Any other organized group of 30 or more persons without a vehicle will be granted a \$.50 discount on each round-trip passenger fare. A group must be organized, board as a group and the recognized leader pay all fares in lump sum.

SPECIAL TRIPS

Beginning after 7:00 AM or ending before 9:30 PM or during regularly scheduled operation (whichever is earlier) fare plus \$450.00.

Before or after above time parameter, fare plus \$650.00.

If it is necessary for the crew to wait for the customer after the agreed upon time or arrival at the pickup site a charge will be made as follows; first 15 minute lay over free, \$95.00 for each additional 15 minutes of lay over time.

2023 VEHICLE DESCRIPTION

RATE

**MOTOR VEHICLES and other vehicles when accompanied by fare paying passenger
(overall length including hitch, trailer or load extending beyond bumper)**

Automobiles (less than 19 ft in length)*	14.50 each way
Passenger trucks/SUV's (less than 19 ft in length)*	14.50 each way
ATV, sidebyside or Slingshot	14.50 each way
Truck or other vehicle (less than 22 ft in length)* (No discount on blue mag card)	
Pickup w/dual wheel rear axle (less than 22 ft)*	21.50 each way
Delivery or moving type vehicle (less than 22 ft)*, **	21.50 each way
Lumber truck*, **	21.50 each way

Truck or other passenger vehicle 22 ft and less than 25 ft *, **, ***
(except dump, redi mix or power company truck) 32.00 each way

*Plus plow	6.50 each way
**Plus load charge (22 ft vehicle and longer)	11.50 per gross ton(minimum charge)
***Loads over 8 1/2 ft wide	400.00 surcharge each way

Truck or tractor/trailer combination (except dump, redi mix, pumper or power company truck)

25 ft and less than 30 ft **, ***	47.00 each way
30 ft and less than 35 ft **, ***	57.00 each way
35 ft and less than 40 ft **, ***	72.00 each way
40 ft and less than 45 ft **, ***	86.00 each way
45 ft and less than 50 ft **, ***	100.00 each way
50 ft and less than 55 ft **, ***	120.00 each way
55 ft and less than 60 ft **, ***	140.00 each way
60 ft and less than 65 ft **, ***	170.00 each way
65 ft and less than 70 ft **, ***	200.00 each way
70 ft and less than 75 ft **, ***	240.00 each way
75 ft and less than 80 ft **, ***	300.00 each way
Over 80 ft *, **, ***	330.00 each way +\$12/ft over 80 ft

Dump truck, single axle (not redi mix truck) **, ***	60.00 each way
Dump truck, tandem axle (not redi mix truck) **, ***	80.00 each way
Dump truck, tri axle (not redi mix truck) **, ***	95.00 each way
Dump truck, quad axle **, ***	110.00 each way
Redi mix truck **, ***	135.00 each way
Redi mix pumper truck *, **, ***	priced by equipment ton

Heavy Equipment, Graders, Tractors, etc* 11.50 per gross ton

*Plus plow	6.50 each way
**Plus load charge (22 ft vehicle and longer)	11.50 per gross ton(minimum charge)
***Loads over 8 1/2 ft wide	2X vehicle and trailer charge

Buses (driver and passengers extra) (charges only if reservation made through Mary Ross)

Small Island School bus/vans rated 15 pass or more	26.00 each way
School bus type (rated capacity 30 pass. or less)	37.00 each way
School bus type (rated capacity 31 pass. or more)	48.00 each way
Coach type - Square ended	65.00 each way
Converted bus (see motor home rates below)	

Note: In Addition to the rates shown relating to the transportation of motor vehicles, a service charge of \$8.50 per unit shall be made, each way, when the unit is not accompanied by fare paying passenger(s)
 Transportation of motor vehicle without driver at discretion of Captain.

2023 TRAILER (Utility, cargo, length overall including tractor, hitch, extension beyond bumper load, or machinery)

Less than 17 ft in length*	14.50 each way
*Load on trailer less than 17 ft	First ton free
**Load on trailer over 17 ft	11.50 per gross ton (minimum chg)
17 ft and less than 22 ft **,***	21.50 each way
22 ft and less than 25 ft **,***	32.00 each way
25 ft and less than 30 ft **,***	47.00 each way
30 ft and less than 35 ft **,***	57.00 each way
35 ft and less than 40 ft **,***	72.00 each way
40 ft and less than 45 ft **,***	86.00 each way
45 ft and less than 50 ft **,***	100.00 each way
50 ft and less than 55 ft **,***	120.00 each way
55 ft and less than 60 ft **,***	140.00 each way
60 ft and less than 65 ft **,***	170.00 each way
65 ft and less than 70 ft **,***	200.00 each way
70 ft and less than 75 ft **,***	240.00 each way
75 ft and less than 80 ft **,***	300.00 each way
Unit over 80 ft	330.00 each way +\$12/ ft over 80 ft
**Load on trailer over 17 ft	11.50 per gross ton (minimum chg)
***Trailer or load over 8 1/2 ft wide	double vehicle and trailer charge each way

Camper, camping trailer, pick-up with camper, self propelled motor home or converted bus, fifth wheel camper (length overall including hitch, extended load) A self propelled motor home towing a trailer is treated as two units for length purposes *, **

Less than 17 ft in length	26.00 each way
17 ft and less than 22 ft	38.00 each way
22 ft and less than 25 ft	55.00 each way
25 ft and less than 30 ft	70.00 each way
30 ft and less than 35 ft	85.00 each way
35 ft and less than 40 ft	100.00 each way
40 ft and less than 45 ft	117.00 each way
45 ft and less than 50 ft	138.00 each way
50 ft and less than 55 ft	159.00 each way
55 ft and less than 60 ft	180.00 each way
60 ft and less than 65 ft	215.00 each way
**Load on trailer over 17 ft	11.50 per gross ton (minimum chg)
***Trailer or load over 8 1/2 ft wide	2X vehicle and trailer charge

2023 MOBILE/MODULAR HOME (not including tow vehicle)*, **

Less than 10 ft wide (over width load chg applied)	13.25 per ft length one way
10 ft wide and less than 12 ft wide (over width load chg applied)	16.75 per ft length one way
12 ft wide and less than 14 ft wide (over width load chg applied)	20.75 per ft length one way
More than 14 ft wide (over width load charge applied)	25.00 per ft length one way

*Trailer or load over 8 ½ ft wide 400.00 surcharge each way

**Note: For rate purposes, the length of a trailer/mobile home includes everything from the back of the towing vehicle cab or front of hitch to the back of the unit/trailer being towed plus any extensions. The width of a mobile home includes the roof or trim piece overhang.

Exception...Storage Sheds (less than 20 ft long)

Truck/trailer charge for length of vehicle and any overhang beyond trailer + above per ft charge for shed length ((different \$ charge per ft length (based on width of shed/roof overhang))

2023 BOAT ON TRAILER (length overall including hitch, extended load or motor) Verified with Minnesota boat weight chart

	Boat (load on trailer) +	Trailer fare =	Total Charge
Less than 17 ft long *	first ton free	14.50 each way	14.50 1 way
17 ft and less than 22 ft **, ***	1 ton (\$11.50) each way	21.50 each way	33.00 1 way
22 ft and less than 25 ft **, ***	1 ton (\$11.50) each way	32.00 each way	43.50 1 way
25 ft and less than 30 ft **, ***	2 ton (\$23.00) each way	47.00 each way	70.00 1 way
30 ft and less than 35 ft **, ***	2 ton (\$23.00) each way	57.00 each way	80.00 1 way
35 ft and less than 40 ft **, ***	3 ton (\$34.50) each way	72.00 each way	106.50 1 way
40 ft and less than 45 ft **, ***	3 ton (\$34.50) each way	86.00 each way	120.50 1 way
45 ft and less than 50 ft **, ***	4 ton (\$46.00) each way	100.00 each way	146.00 1 way
50 ft and less than 55 ft **, ***	5 ton (\$57.50) each way	120.00 each way	177.50 1 way
55 ft and less than 60 ft **, ***	6 ton (\$69.00) each way	140.00 each way	209.00 1 way

*Load on trailer less than 17 ft, first ton is free

**Load on trailer over 17 ft, no free ton (load)

***Trailer or loads over 8 1/2 ft wide

11.50 per gross ton (minimum charge)
2X vehicle, boat and trailer charge

Special Trips:

Beginning after 7:00 AM or ending before 9:30 PM, or during regularly scheduled operation (whichever is earlier) fare plus \$450.00.

Before or after above time parameter fare plus \$650.00.

2023 FREIGHT ON VEHICLES (one way)**RATE**

In addition to regular vehicle charges:

Misc. freight on trucks not listed below

11.50 per ton

Food/Beverage/Ice

Truck up to 22 ft

Truck 22 ft and less than 35 ft

Truck 35 ft or longer

No charge for food/beverage freight

30.00 one-way charge for food/beverage freight

40.00 one-way charge for food/beverage freight

Redi mix

23.00 per yd

Powdered cement

14.75 per ton

Gravel/rock/sand

18.00 per yd

Asphalt

18.00 per yd

Wood chips/soil/limestone

15.75 per yd

Wood logs

23.00 per cord

Livestock (in addition to vehicle or trailer charge, first animal free)

11.50 per head

FREIGHT ON DECK (to or from Island*) (Minimum Charge \$5.25)

All freight except as otherwise provided herein

5.25 per 100 lb.

Envelope

5.25 ea.

Cigarettes

12.00 min charge

Kegs

11.00 ea

Liquor

5.00 per case

Beverages

3.25 per case

Pop pre-mix / CO2 cylinders/5 gallon water bottles (roundtrip charge made in Bayfield)

7.50 each

Linen (roundtrip charge made in Bayfield)

11.00/100 lb

Bread

1.25 per crate

Lumber / building materials

10.00 per 100 lb.

Furniture / countertop / cabinets / mattress / box spring / appliance

19.00 per piece or box

Non-Routine loading of freight

Carriage of deck freight requiring handling

100.00 minimum

100.00/crew person hr.

*Note: Customers will be charged for empty freight/food containers going back to Bayfield

LIQUID IN TANK TRUCKS (gasoline, fuel oil, road oil, propane, sewage) .06 per gal

(Plus a charge for the truck and driver will be added round trip, at regular rates, to the total charge for the liquid in the tank.)

The minimum charge on gasoline or propane loads shall be \$450.00 round trip.

This only applies when the vehicle, driver and load round trip do not exceed \$450.00.

2023 POWER COMPANY RATES (one way)**RATE****PASSENGER**

Automobiles (drivers extra) (less than 19 ft in length)	8.50 each way
Passenger trucks/SUV (drivers extra) (less than 19 ft in length)	14.50 each way

TRUCK (22 ft maximum overall length includes hitch, trailer, extended load, or machinery)

Pickup with crew cab(less than 22 ft)*	14.50 each way
Pickup with dual rear axle(less than 22 ft)*	21.50 each way

*Plus front or back racks/boxes/attached plow (including extensions over 3 feet in length) 6.50 each way

Power company truck 22 ft and less than 25 ft**, ***	52.00 each way
Power company truck 25 ft and less than 30 ft**, ***	67.00 each way
Power company truck 30 ft and less than 35 ft**, ***	85.00 each way
Power company truck 35 ft and less than 40 ft**, ***	103.00 each way
Power company truck 40 ft and less than 45 ft**, ***	121.00 each way
Power company truck 45 ft and less than 50 ft**, ***	139.00 each way

** Plus load

11.50 per gross ton(minimum charge)

***Loads over 8 1/2 ft wide

2X vehicle and trailer charge

Heavy Equipment, Graders, Ditch diggers etc.

11.50 per gross ton

TRAILER (Utility, length overall including hitch, extended load, or machinery)

17 ft and less than 22 ft *	37.00 each way
22 ft and less than 25 ft **, ***	52.00 each way
25 ft and less than 30 ft **, ***	67.00 each way
30 ft and less than 35 ft **, ***	85.00 each way
35 ft and less than 40 ft **, ***	103.00 each way
40 ft and less than 45 ft **, ***	121.00 each way

*Load on trailer less than 17 ft

First ton free

**Load on trailer 17 ft and over

11.50 per gross ton(minimum charge)

***Trailer or loads over 8 1/2 ft wide

Note: In Addition to the rates shown above relating to the transportation of motor vehicles and trailer, a service charge of \$8.50 per unit shall be made, each way, when the unit is not accompanied by fare paying passenger(s)

SPECIAL TRIPS

Beginning after 7:00 AM or ending before 9:30 PM, or during regularly scheduled operation (whichever is earlier) fare plus \$450.00. Before or after above time parameter fare plus \$650.00.

If it is necessary for the crew to wait for the customer after the agreed upon time or arrival at the pickup site a charge will be made as follows; first 15 minute lay over free, \$95.00 for each additional 15 minutes of lay over time.

2023 NFC CARDS FOR DISCOUNT TRAVEL

Madeline Island Ferry Line has transitioned from multi-ride paper ticket books to NFC cards. The following cards are available for purchase (or recharging with additional \$). NFC card monies may also be used for full rate cash ticket transactions. The charge for a new NFC card or to void a lost card will be \$5.00.

Type/Minimum purchase or	\$ One Way ticket	
Recharge/color	7.50 1W passenger*	Passenger rate is same on pink, blue and yellow cards
Reg passenger (\$120/pink)	7.35 1W passenger**	
	7.10 1W passenger***	
Reg passenger car (max 19 ft) (\$240/blue)	14.25 1W car****, ^ 13.75 1W car*****, ^ 12.60 1W car*****, ^ 12.10 1W car *****, ^	
Reg passenger compact car(max 17 ft) (\$240/yellow)	13.65 1W compact car****, ^^ 13.15 1W compact car*****, ^^ 12.00 1W compact car*****, ^^ 11.50 1W compact car*****, ^^	
Senior passenger w/car (max 19 ft) (\$240/green)	7.35 1W passenger* 7.10 1W passenger** 6.85 1W passenger*** 13.40 1W senior car****, ^ 12.90 1W senior car*****, ^ 11.75 1W senior car*****, ^ 11.30 1W senior car*****, ^	

*Regular, Compact and Senior 1 Way passenger rates for use (after noon on Thursday, after 10 am on Friday through Sunday) the Thursday before Memorial Day through Fallfest (third full w/e in October).

**Regular, Compact and Senior 1 Way passenger rates for use Thursday before Memorial Day through Fallfest (third full w/e in October).

***Regular, Compact and Senior 1 Way Passenger rates for use weeklong, the Monday after Fallfest (third full w/e in October) through Wednesday before Memorial Day.

****Regular, Compact and Senior 1 Way car rates for use (after noon on Thursday, after 10 am on Friday through Sunday) the Thursday before Memorial Day through Fallfest (third full w/e in October).

*****Regular, Compact and Senior 1 Way car rates for use Thursday before Memorial Day through Tuesday after Labor Day.

*****Regular, Compact and Senior 1 Way car rates for post summer use, Wednesday after Labor Day through Fallfest (third full w/e in October).

***** Regular, Compact and Senior 1 Way car rates for use weeklong, the Monday after Fallfest (third full w/e in October) through the Wednesday before Memorial Day w/e.

^Car (passenger automobile less than 19 ft in length)

^^Compact car* (passenger automobile less than 17 ft in length)

The above Regular Passenger, Regular Passenger w/car and Regular passenger w/compact car NFC cards may be purchased and used year round. These tickets are for individual family member or car use only and may not be used by groups. The permissible passenger cars lengths are listed above. Only trailers (less than 17 ft in length) priced at \$14.50 each way are eligible for NFC card (discount) travel.

Passenger rate is the same for pink, yellow and blue NFC cards.

Any person 65 years of age or older may purchase a Senior passenger w/car NFC card. The above tickets are not sold during the period June 28 - September 8, but may be used year round. These tickets are for the use of the above individual and his/her spouse (and car) only. Groups may not use these tickets. Senior tickets are available for purchase in Island office only.

FUEL AND WINTER SURCHARGE 2023

Madeline Island Ferry Line may add the following fuel surcharge when ferry fuel cost rises to or above \$3.75/gal. This surcharge will be dropped when the fuel cost drops below \$3.75/gallon.

Automobiles/passenger trucks (<19 ft in length)	1.00 each way
\$21.50 trucks or trailers and 17<22 ft trailers	1.75 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 22 ft and less than 25 ft in length	2.25 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 25 ft and less than 35 ft in length	2.75 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 35 ft and less than 55 ft in length	4.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 55 ft in length and over	9.50 each way
Mobile/modular homes (not including tow vehicle)	1.25 per foot length

Madeline Island Ferry Line may increase to the following fuel surcharge when ferry fuel cost rises to or above \$4.25/gal. This surcharge will be dropped when the fuel cost drops below \$4.25/gallon

Automobiles/passenger trucks (<19 feet in length)	1.50 each way
\$21.50 trucks or trailers and 17<22 ft trailers	2.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 22 ft and less than 25 ft in length	2.50 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 25 ft and less than 35 ft in length	3.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 35 ft and less than 55 ft in length	7.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 55 ft in length and over	16.00 each way
Mobile/modular homes (not including tow vehicle)	1.50 per foot length
Load	.50 per ton

Madeline Island Ferry Line may increase to the following fuel surcharge (plus the surcharge immediately above) when ferry fuel cost rises to or above \$4.25/gal. This surcharge will be dropped when the fuel cost drops below \$4.25/ gallon.

Passenger (all forms of payment)	.50 each way
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WINTER OPERATIONS SURCHARGE (December 21 through April 15)

Madeline Island Ferry Line will add the following surcharge (all forms of payment) when operating between December 21 and April 15. Winter Operation Surcharge is an additional charge to the fuel surcharge in effect.

Passenger (all forms of payment)	.50 each way
Automobiles/passenger trucks (<19 ft in length)	1.00 each way
Trailer < 17 ft (Not eligible for NFC discount rate vehicle card)	3.00 each way
\$ 21.50 trucks or trailers and 17<22 ft trailers	4.00 each way

Trucks, buses, motorhomes, trailer or tractor trailer combinations

Truck or van (<25 ft) higher than 6 1/2 ft (sprinter type or with roof rack) (Vehicle not eligible for NFC discount rate)	5.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 22 ft and less than 25 ft in length	7.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 25 ft and less than 30 ft in length	10.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 30 ft and less than 35 ft in length	15.00 each way

Trucks, buses, motorhomes, trailer or tractor trailer combinations 35 ft and less than 40 ft in length	20.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 40 ft and less than 45 ft in length	25.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 45 ft and less than 50 ft in length	35.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 50 ft and less than 55 ft in length	45.00 each way
Trucks, buses, motorhomes, trailer or tractor trailer combinations 55 ft in length and over	55.00 each way

(5) TB, TA, A, Clerk, Bobl, C

**MADLINE ISLAND FERRY LINE, INC.
2023-2024 PARCEL DELIVERY RATES**

Book bin or parcel less than 54 combined inches and less than 20 lbs.	\$7.50 each
Parcel larger than 54 combined inches and more than 20 lbs. but less than 40 lbs.	\$10.00 each
Parcel larger than 108 combined inches or more than 40 lbs.	\$14.00 each
Scans of signed delivery sheets	\$.35 per page
Single rate for multiple undifferentiated parcels	\$10.25 each

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HARBOR WIRELESS NETWORK COLOCATION LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this _____ day of _____ 2024, by and between **The Town of La Pointe**, Ashland County, Wisconsin with its principal office at 240 Big Bay Road, La Pointe, Wisconsin, with mailing address of PO Box 270, La Pointe, 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 Town of La Pointe, Ashland County, Wisconsin located at the Ferry Service pier extension of Colonel Woods Avenue, La Pointe, Wisconsin, hereinafter referred to as "La Pointe 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

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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. If the Town requests removal of items attached to the Property, the Tenant shall do so at its own expense by licensed, bonded, and insured contractors such that the Property is returned to its original state.

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.~~

14. 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.

15. 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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.

21. 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.

22. 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 La Pointe
PO Box 270
La Pointe, WI 54850

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

23. 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.

24. **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.
25. **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.
26. **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).
27. **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 La Pointe (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

DRAFT

Dear Town Board Members,

As mentioned earlier this year the Library has \$8,000 that was earmarked through Duluth Superior Area Foundation grants (Grutzner Madeline Island and the Apostle Island Area Community Fund) . Awarded money needs to be utilized by 6/30/24. An extension can be requested if needed.

The proposals that were awarded included this Executive Summary:

The Madeline Island Public Library is seeking funding to support a community center feasibility plan. This effort was adopted by the Library in early 2022 after a community center work group through the Town of La Pointe provided preliminary survey results that were favorable to more exploration. The Library Board along with the Director have drafted a Request for Proposal. This request would search for firms to conduct research. Their research would quantify what type of community space is needed, where it could potentially be located and how much it would cost to construct or utilize existing space. The final document will be utilized to create alliances and partnerships in the effort to construct a community center in whatever format the research found to be the most advantageous.

This was the project Background/Description:

Madeline Island has many spaces that are dedicated for community use but no one space that is large enough to promote community gathering on scale. We lack a multi use space that can be used for a variety of reasons such as but not limited to; exercise, meetings, community memorials, theater, teen space, elder space, childcare and much more. Many attempts in the past have tried to organize and develop a space that could accomplish these tasks to no avail. These attempts were carried out by groups of private residents that lacked any surveyed or quantifiable data to get larger funding or community partner support. In 2021 the Town of La Pointe Board of Supervisors approved of a Community Center Work Group made up of appointed community members. Their task was to determine what/if there was any need for a community space and what residents would utilize it for. Its contents served as an initial view into the needs of our community. Results can be viewed here: <https://docs.google.com/document/d/1FZX9zeI4J5TdsToiNR9G-vnTp-BANXDsOhltTceXCbE/edit?usp=sharing>

After this information was presented to the Madeline Island Public Library Board they decided to make steps in the form of a formal request for proposals regarding a community center.

**Please note that the Comprehensive Planning Committee was doing work simultaneously on this topic. The results of which you have voted into acceptance.

This was the Objective:

The objective of the RFP is to pull from all current and researched community data to create a document that would clarify the needs of the community in areas including but not limited to; recreation, social, familial, cultural, teen and elder space and general community space. The goal would be to use the completed document to create more partnerships in the pursuit of a feasible plan. The document would make clear the various options, needs and paths to completion.

RECEIVED

MAR 11 2024

initial: dg

Where we are at now:

The Library Board chose to hold off on publishing the RFP to see what the formal outcome of the Comp Plan was and if there were any directive steps the Town Board wanted to make as a result of adopting that document. There are a myriad of ways these funds could be utilized at this stage, but most importantly a coordinated effort is necessary between the Library Board and the Town Board.

There is somewhat parallel action being taken currently by the Bayfield School District to formulate a potential referendum for the ballot in November. They have many ideas floating around and a couple of needs assessments being conducted regarding all of their campuses, La Pointe Elementary, Bayfield School and Red Cliff. There is no concrete plan yet that I am aware of but it seems like an opportunity to get our voices heard and potential collaboration to collectively accomplish our goals. But what are our goals?

The concrete data that we have lives in the Community Center Work Group results and the Comp Plan results.

Do we feel this is enough data?

Does the Town Board feel we have enough supporting data surrounding the need for an indoor space for our community to gather?

Do we need to conduct further research regarding what type of space and where is needed?

If we feel we have put enough energy and time into this exploration of need then the next step is what type of space?

As the Library Director and the main coordinator of children and adult recreation activities, I very much see a need for an indoor space that is multifunctional and able to be utilized by different community groups at little to no cost. I see an opportunity to prioritize collaboration with the Town, the Library and the School District to accomplish a space for everyone's use. I'd like to advocate for a full size gym in the potential referendum for the La Pointe School. A full size gym can function in many ways to accommodate the school activities but also community activities. Among them: winter health, well being and fitness, community meals, theater, blood drives, classroom space for island bound middle school and highschool students, regulation sports games, facility maintenance and care and a large enough space for community fundraisers and celebrations. This type of collaboration can be seen in many schools districts and communities referred to as "shared use". Here is an article promoting the benefits: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4151914/>

I'd like to recommend that we utilize the grant dollars available to formulate a plan to make a shared use space become reality. What data, research, architecture can we provide to make a shared use space in our community. This may mean modifying the RFP to be more specific to this type of concept. The Town Board would have to agree to advocate for this type of collaborative build and the subsequent research to make it happen. The Library Board will have to approve the use of appointed grant funds.

I can not express how important these collaborative steps are in the journey to explore and create community space. The Library who is the main provider of these programs can not act independently

of the Town who is the facility provider. Together we can advocate to the school district our needs and "shared use" wishes. This concept would disperse the responsibility and financial burden making it more accessible to all parties and frankly the most likely to become reality.

Thank you for valuing our community,

Lauren Schuppe

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING**

February 13th, 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 Administrator Michael Kuchta, Town Clerk Alex Smith, Public Works Director Ben Schram

Public Present: John Carlson, Lauren Schuppe, Jim Peters (via zoom) Michael Childers (via zoom), Mary McPhetridge (via zoom)

Call to Order: at 5:00pm

I. Public Comment A*:

John Carlson suggested holding off on designating the 687 Middle Road property as the preferred parcel until a public hearing is held.

Lauren Schuppe advocated hearing from the townspeople about the 687 Middle Road property before deciding on the preferred parcel.

II. Administrative Reports

A. Town Administrator's Report: Prepared and discussed by Michael Kuchta.

B. Public Works Director's Report: Prepared and discussed by Ben Schram.

C. MRF Supervisor's Report: Prepared by Martin Curry.

D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm.

E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer.

F. Accounting Report: Prepared by Lauren Burtaux.

G. Police Chief's Report: Prepared by William Defoe.

H. Fire Chief's Report: Prepared by Rick Reichkitzer.

I. Ambulance Director's Report: No report at this time.

III. Public Works

A. Roads, Dock and Harbor

1. Ice Road labor, equipment rates: Motion to postpone for the clarification of what constitutes overtime pay, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

B. Airport

1. Authorize filing Building(s), Fixtures(s), and/or Improvements(s) Document for airport hangars: Motion to approve the Town Administrator to file, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

2. Industrial lease for lot 4: Motion to approve the lease for lot 4 with Island Septic, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Recommendation from AHAC, TPC on Middle Road property: Motion to postpone for further discussion, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

B. Harbor Commission

1. Dock lease agreement from the ferry line to the Harbor Commission: Motion to approve the dock lease agreement, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

V. Town Hall Administration

- A. Budget Summary Report: The Budget Summary report was received a few hours prior to the Town Board Meeting. Motion to postpone, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.
- B. Special Event Permit – 16th Annual Apostle Islands Inline Marathon – June 15th, 2024 Motion to approve the special event permit for the Inline Marathon on June 15th, A. Baxter/M. Anderson, 5 Ayes, Motion Carried.
- C. Revise Town Ordinance Chapter 40-10 regarding Room Accommodation Tax: Motion to revise the Town Ordinance Chapter 40-10 as presented with an 8% rate on Room Accommodation Tax, M. Anderson, A. Baxter, 5 Ayes, Motion Carried.
- D. Fireworks MOU with Chamber of Commerce, Motion to approve the Fireworks MOU, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.
- E. Porta-Potty MOU with Chamber of Commerce: Motion to approve the Porta-Potty MOU, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve the vouchers in the amount of \$53,292.01, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

VII. Minutes

1. Special Town Board Meeting – January 16th, 2024
2. Special Town Board Meeting – February 6th, 2024
3. Special Town Board Meeting – February 8th, 2024

Motion to approve the Special Town Board minutes as submitted for Jan 16th, Feb 6th, and Feb 8th, S. Brenna/A. Baxter, 5 Ayes

VIII. Emergency Services

A. Police Department

1. Authorize credit cards for officers Thom Rossberger, Karl Williams (\$800 each) Motion to authorize credit cards for Thom Rossberger and Karl Williams with a \$800 credit limit each, A. Baxter, S. Dobson, 5 Ayes, Motion Carried.

B. Fire Department

1. Request to donate or sell surplus cascade bottles: Motion to approve the Fire Department to sell or donate surplus cascade bottles with discussion, M. Anderson/A. Baxter,
Discussion: The Town Board requested town equipment be donated if able or sold on the Wisconsin Surplus website. Motion to amend the previous motion and approve the Fire Department to either donate the cascade bottles to another department or sell using the Wisconsin Surplus website, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

C. Ambulance

1. Modify Compensation Resolution #2023-1212D for EMT/EMR holiday pay:

Motion to modify the Compensation Resolution #2023-1212D with new language for the holiday pay, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

IX. Public Comment B**

John Carlson thanked the Town Clerk for the quick return of his public records request regarding the Police Department 2023 budget. He stated the total compensation for the Police Department was \$361,181, along with \$354,000 on the tax portion.

Lauren Schuppe passed out property maps and discussed with the Town Board about the 687 Middle Road property. She mentioned a little history of the 687 Middle Road property, the fertile land, cattle grazing, fencing, as the neighbor to this property and requested the town take this into consideration with plans for this parcel.

X. Liquor & Operators' Licenses

XI. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue Regarding Ashland County

XII. New Agenda Items for Future Meetings

Rafter funds

Ice Road Labor

687 Middle Road Property

Budget Summary Report

Policy for selling town equipment

Possible parts posting

XIII. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:28pm

Submitted by Town Clerk, Alex Smith.

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING**

**February 27th, 2024
5:00 PM AT TOWN HALL**

DRAFT

Draft Minutes

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

Staff Present: Town Administrator Michael Kuchta, Town Clerk Alex Smith, Public Works Director Ben Schram, Internal Accounting Coordinator Lauren Burtaux

Public Present: Paul Brummer, Jim Peters (via zoom) Robin Russell (present during Bayfield Wireless presentation), Michael Cariveau (present during Bayfield Wireless presentation), Cal Linehan (present during Bayfield Wireless presentation), Mary O'Brien (via zoom)

Call to Order: at 5:00pm

I. Public Comment A*:

Paul Brummer stated with the lack of snow, the Town Board should look into laying off the road workers in staggering terms to save money.

Robin Russell mentioned she is all in favor of the Harbor Wireless Agreement and their plan to install better wireless for the ferry service. She is also in support of the Energy Grant for the Emergency Service Building Microgrid.

Ben Schram commented that money could be saved by reducing police hours of standstill.

1. Bayfield Wireless Presentation by Michael Cariveau:

Michael Cariveau presented the Bayfield Wireless company and their idea for better wireless service in regard to the ferry service. Ultimately creating uninterrupted wireless service between the Bayfield harbor and the Madeline Island harbor, creating a network highway.

II. Administrative Reports

A. Town Administrator's Report: Prepared by Michael Kuchta.

III. Public Works

A. Roads, Dock, Harbor

1. Bid Notice for Dust abatement:

Motion to approve the bid notice for dust abatement, S. Brenna/A. Baxter, 5 Ayes, Motion Carried

2. Ice Road labor, equipment rates:

Motion to approve the labor and rates with clarification of what is considered overtime with Nelson Construction, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

3. Purchase order for 1998 dump truck repairs:

Motion to approve the purchase order for 1998 dump truck repairs, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

B. Materials Recovery Facility

1. Purchase order for compactor box:

Motion to approve the purchase order for MRF compactor box, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

2. Purchase order for "Woodstock" towing:

Motion to approve the purchase order for "Woodstock towing", A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

3. Purchase order for "Woodstock" repairs:

Motion to approve the purchase order for "Woodstock" repairs, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Resolution #2024-0227 A: Amend 2024 Fee Schedule:

Motion to approve Resolution #2024-0227A to amend the 2024 Fee Schedule, A. Baxter/S. Dobson, 5 Ayes, Motion Carried

2. Clarification of Rental Ordinance: effective dates and revocations

Glenn clarified the following in regard to the Rental Ordinance; room accommodation tax effective date being March 1st, rental permit fees, and late MRF charges when allowing the annual rental permits.

B. Harbor Commission

1. Lease for ferry wireless (first reading):

The Town Board conducted the first reading of the Harbor Wireless Network Coalition Lease Agreement. Glenn requested if the Town Board members have any questions to direct them to Michael Kuchta and himself. The town attorney has pointed out some possible changes. The Town Board will discuss the lease agreement at the next regular town board meeting.

C. Energy Committee

1. Resolution #2024-0227 B: Emergency Service Building Microgrid:

Motion to approve Resolution #2024-0227 (B) and give permission to file a grant application, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

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

V. Town Hall Administration

A. Budget Summary Report:

Motion to approve the budget summary report for December and January, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

B. Policy for selling town equipment:

Motion to approve the revised policy for selling town equipment, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

C. Repost for Treasurer job vacancy:

Motion to approve posting for the Treasurer job vacancy, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

D. Procedures for approving purchase orders:

Motion to adopt the procedure for approving purchase orders at Town Board meetings excluding emergencies, A. Baxter/S. Brenna, 4 Ayes, M. Anderson opposed, Motion Carried.

E. Fire Number Signs: special assessment or special charge:

Motion to use the Town's budgeted funds to pay for the fire number signs/installation and the remaining balance becomes a special charge, A. Baxter/M. Anderson, 5 Ayes, Motion Carried.

VI. Vouchers:

Motion to approve the vouchers in the amount of \$48,353.49, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

VII. Alternative Claims:

Motion to approve the alternative claims in the amount of \$159,131.10, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried.

VIII. Treasurer's Report: Postponed.

IX. Minutes

1. Special Town Board Meeting – February 20th, 2024

Motion to approve the Special Town Board meeting minutes as presented, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

X. Emergency Services

A. Police Department

1. Purchase order for squad laptops:

Motion to approve the purchase order for squad laptops, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

B. Fire Department

1. Permission to dispose of 1994 Ford ¾ ton crew cab pickup

Motion to grant permission to dispose of the crew cab pickup, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

C. Ambulance

1. Monthly Report:

Prepared by Cindy Dalzell. Placed on file by unanimous consent.

XI. Public Comment B**

Paul Brummer recommended an increase in police patrol at Brummer in light of an anonymous letter sent to the Brummer family several years ago.

XII. Liquor & Operators' Licenses

1. Madeline Island Marathon – May 18th, 2024

Motion to approve the temporary license for the Madeline Island Marathon, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

XIII. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue Regarding Ashland County:

Nothing to report at this time.

XIV. 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.

Roll Call: Mike Anderson present, Sue Brenna present, Aimee Baxter present, Samantha Dobson present, Glenn Carlson present

Motion to go into closed session, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 6:02pm

Michael Kuchta left the room at 6:03pm.

Michael Kutcha returned to the room at 6:12pm.

Michael Kuchta left the room at 6:16pm.

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

There was no action taken by the Town Board.

XV. New Agenda Items for Future Meetings

Treasurer's report

Ashland County Highway items

Bayfield Wireless

Riemen parcel

Library Grant: Community Center

Comprehensive Plan

XV. Adjourn: Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 6:21pm

Submitted by Town Clerk, Alex Smith.

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



**TOWN OF LA POINTE
MADELINE ISLAND**

P.O. Box 270
240 Big Bay Road
LA POINTE, WISCONSIN 54850

PHONE: 715-747-6913
FAX: 715-747-6654

www.townoflapointewi.gov

REQUEST FOR PROPOSALS

March 13th, 2024

The Town of La Pointe is seeking quotes for dropping and removing 15 trees (a mix of dead and live red pine) up to 70 feet in height, located outside the Emergency Services Building, 320 Big Bay Road, La Pointe.

Conditions –

- Must provide proof of valid comprehensive and liability insurance.
- Must remove all trees and debris from the site.
- Must complete the work by July 2024.

Please submit quotes by 4 p.m. Central Time Friday, April 5th, 2024
Submit quotes by mail to: Town Clerk, PO Box 270, La Pointe, WI 54850
Or by email to: clerk@townoflapointewi.gov

Questions can be directed to the Town Shop:
715-747-6855 or foreman@townoflapointewi.gov

The Town reserves the right to reject any and all proposals.

RECEIVED

MAR 8 2024

Initial: dg

(5) TB, T.A.A, Clerk, 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 3/4/2024 Is this Expenditure Currently in the Budget? Y N

Person's Name Sarah Schram If not, where will funds come from?

Budget Line Item # 52300-323 Currently in budget line item \$ 7,602.00

Project Name Williams EMT training Date Needed 3/12/2024

Purpose Online training

Amount Estimate \$ 1,930.50 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost \$ 1,930.50 Actual Purchase Date 3/1/2024

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

Vendor #1 Allied Medical Training Amount \$ 1,930.50

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Under contract

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) _____

RECEIVED

MAR 7 2024

Initial: dg

Allied Medical Training
alliedmedtraining.com
support@alliedmedtraining.com
888-518-3378

7405 Bush Lake Road
Edina, MN 55439



Town of La Pointe
11534
ambulanceassistant@townoflapointewi.gov

Invoice Number 3571
Invoice Date March 1, 2024
Invoice Total \$1,930.50
Balance Due \$1,930.50

Item	Description	Unit Cost	Quantity	Line Total
EMT: Self-Paced	For Karl Williams	\$2,145.00	1	\$1,930.50
			Subtotal	\$1,930.50
			Total	\$1,930.50
			Paid to Date	\$0.00
			Balance Due	\$1,930.50

Madeline Island Ambulance Volunteer Service Sponsorship

The Madeline Island Ambulance Service (the Service) has agreed to sponsor you for online Emergency Medical Technician (EMT)/Emergency Medical Responder (EMR) training through Allied Medical Training of Edina, MN. Thanks so much for making this commitment.

As part of this sponsorship, the Service will pay for your class; textbook fees; and travel, meals and lodging expenses for the in-person portion of the training. This sponsorship agreement requires you to pass the EMT class, pass both the written and practical exams, and give at least 1 year of service to the Madeline Island Ambulance Service as a compensated volunteer. The Service also will pay for your initial State and National written and practical final exams.

Please know that the Madeline Island Ambulance Service members are willing and happy to work with you if you have any questions regarding the EMT class material. We are happy to meet with you, study with you, and will encourage you throughout your training.

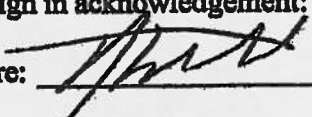
If you do not pass the training class and exams, or leave the Service for any reason during the first year, you will be obligated to pay back the class and textbook fees associated with the class. If you do not pass the written and practical final exams on your first attempt, you will be obligated to pay any fees associated with retaking the tests.

The Service reserves the right to end the volunteer relationship in less than a year at its discretion. If you do not remain in good standing for the first year, or are terminated for any reason, you are obligated to pay back the class and textbook fees associated with the class.

Repayment of class and textbook fees will be due within 6 months of failing to meet any of the Madeline Island Ambulance Volunteer Service Sponsorship requirements.

What is written is what the agreements and conditions are. No previous agreements or conditions apply.

Please sign in acknowledgement:

Signature:  Date: 02/19/2024

Assistant
Director Signature:  Date: 2/29/24

February 27 2024
(5) TBTA, A, Clerk, ZA,
(5) TPC, Public

Town Planning Commission
Town Board
Town of La Pointe
P.O. Box 270
La Pointe WI 54850

RECEIVED

FEB 27 2024

Initial: dg PB

Dear Commissioners/Board members:

Regarding the Town's desire to create a "mixed-use" zone on Middk Road please see the enclosed article from the Duluth News-Tribune. Duluth has also struggled with the definition/application of "mixed-use". Many proponents of a "mixed-use" zone on Madeline Island think it is an "anything goes" zone. No, it is not! The president of the Duluth Planning Commission said a mixed-use zone "... would be home to businesses that serve the neighborhood, not development that draws in large amounts of traffic from distant markets". I would think that on Madeline Island a simple test to see if a business meets that definition is if it is open year-round or if it is only open during the summer tourist season. Another requirement could be that the owner(s) of the business must own and live on the property as well.

Don't get me wrong, I am still opposed to either a

(2)
"mixed-use" or C-1 zone on Middle Road as were
many others as evident by the results of the
Comprehensive Plan survey. If you are adamant
on Ruining this part of Madeline Island at least
narrow down what is allowed and educate the public
that "mixed-use" isn't synonymous with "commercial"

Yours Very Truly
Paul Brummer
P.O. Box 67
La Pointe WI 54850

A lifelong La Pointe resident
and your CONSTITUENT

...ion of its energy system.
 Duluth has always taken pride in
 ship of our incredible natural
 500-year flood we experienced
 it was a wake-up call," he
 enough is no longer good
 aking incremental improve-
 e margins just doesn't cut
 epared to commit to transforma-
 ge. I can assure you, Duluth is
 challenge."

...ight suspect, however, the com-
 l be stiff. Ness' proposal is just
 eceived by Bloomberg Philan-
 e contest's sponsor. In Min-
 e, five cities submitted
 Duluth joins a field of competi-
 ludes Minneapolis, St. Paul, St.
 lochester, as well as a long roster
 ge and small from around the

See Challenge, Page C2



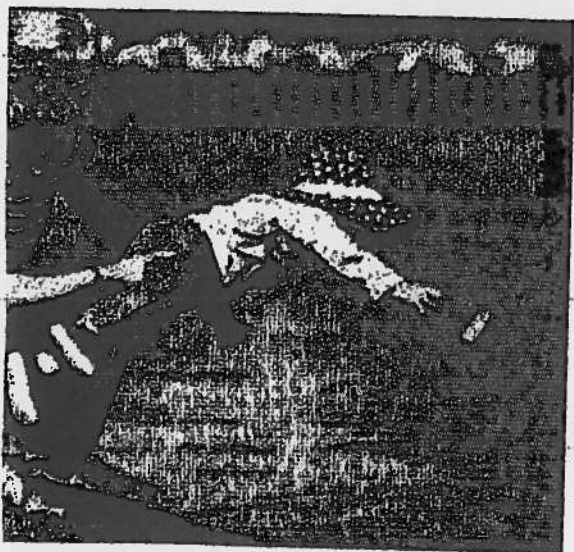
305 cities 45 states 64 million citizens

51% of participating cities have under
 100,000 residents

Applications from 75 of America's largest
 cities have been received

SOURCE: Bloomberg Philanthropies

or 70-degree days



...orah, Iowa, lifts up her 1-year-old daughter, Elsa, so
 h better when she drops a stone into Lake Superior
 day afternoon. Propson and her husband were
 inning a trip up the North Shore to see the fall
 @duluthnews.com

...enter in
 breicast a
 nother warm
 land.
 few addi-
 this year —
 ree-plus days
 hough none

are forecast in the immediate fu-
 ture. High temperatures are ex-
 pected to reach the 60s, very
 seasonable, through the weekend
 with little or no chance of rain.

The entire state is in a drought
 or unusually dry category, with
 no break in the dry spell in sight.

Council to rethink mall zoning

PETER PASSI
 ppassi@duluthnews.com

A controversial decision to re-
 zone a piece of land near Miller Hill
 Mall has Duluth City Councilor
 Garry Krause
 calling for a re-
 think of zoning
 rules.

On Monday,
 he introduced a
 resolution ask-
 ing Duluth's
 Planning Com-
 mission to re-
 examine the type
 of development

that should be allowed under a
 "mixed use-neighborhood" designa-
 tion. The resolution passed with
 unanimous council support.

Krause faulted the current mixed
 use-neighborhood zoning as overly
 broad and said it allows "almost
 anything under the sun."

- Duluth steam
 plant under new
 management
 - Council OKs
 contract for some
 city staffers
- Page C2

See Zoning, Page C2

Duluth
 News-Tribune
 9-25-2012

Increase in 2012, followed by 2 percent raises in both 2013 and 2014. Members of both unions received no increase in pay aside from step increases, during the previous two years. The two unions agreed to pay 10 per-

far along in talks with its police union. The city has not yet commenced contract negotiations with its largest union, the American Federation of State County and Municipal Employees.

ing year and will then be asked to develop a 5-year plan to improve efficiency and expand the system's local customer base. The company continues to employ staff who worked for the Duluth Steam Cooperative.

Zoning

Continued from Page C1

The council recently approved the rezoning of an area on the south side of Maple Grove Road to mixed use-neighborhood against the wishes of many neighbors and despite a petition against the action signed by 365 residents.

The designation currently allows the development of

retail businesses less than 15,000 square feet in size, filling stations, restaurants without drive-through windows, hotels, clinics, elementary schools, repair shops, office buildings, apartment buildings, transit stations and government buildings, among other things.

Krause said he would like to see some subcategories that would allow for less intensive development in areas directly adjacent to residen-

tal neighborhoods. Drew Digby, president of the Duluth Planning Commission, said he and fellow members would gladly review the zoning and consider modifications but stopped short of committing to any change when asked about the resolution Monday.

Ideally, Digby said areas zoned mixed use-neighborhood would be home to businesses that serve the neighborhood, not develop-

ment that draws in large amounts of traffic from distant markets. But Digby said it can be difficult to distinguish between a neighborhood restaurant and a destination-type dining establishment, such as an Olive Garden or a Texas Roadhouse.

"It may be hard to draw a line legally between one kind of restaurant and another," he said.

Trial

Continued from Page C1

At one point on the video the young woman can be seen leading Welle onto the dance floor. A customer at the bar testified earlier in the trial that Anderson thought Welle was bothering the young woman.

That witness said that Welle's body language while the defendant was talking to Anderson gave him concern. The witness said he heard Welle say to Anderson: "I don't like to be threatened. Let's go outside."

On the videotapes, jurors saw Welle lean his face into Anderson's as the argument appeared to escalate. Welle appeared to point toward the front door of the bar. Anderson went out the front door and Welle followed him out. The men disappeared from the surveillance camera at 1:27:41 a.m.

A customer at the bar followed the men out at 1:28:02 a.m. and Anderson was already lying on the concrete, bleeding from his ear. Koneczny explained to jurors that the recorded times on the surveillance

cameras were off by about 10 minutes. Police records-keeping and cell phone records in the case were further complicated that night by the fact that clocks were turned back one hour at 2 a.m. because daylight saving time ended.

The second-degree murder charge Welle is accused of is defined as "causing the death of a human being without intent to effect the death of any person while committing or attempting to commit a felony offense-first-degree assault." The first-degree manslaughter charge is defined as "causing the

death of another in committing or attempting to commit a misdemeanor or gross misdemeanor offense with such force and violence that death or great bodily harm to any person was reasonably foreseeable, and murder in the first- or second-degree was not committed."

Stumme rested the prosecution's case Monday. Defense attorney Richard Holmstrom presents Welle's defense today. Judge Mark Munger is presiding over the case, which is being heard by a 10-woman, four-man jury, including two alternates.

Just like on Madeline Island

improved sustainability, 10 percent promotion health and 9 percent aimed at providing better

Outdoor
Check on the "Blogs" tab at duluthnewstribune.com

INTRODUCING
The NEW Bluel Wool Blend
928.17
The Bluel
Only BETTER.
Try a Pair (Set)
Come in and get 20% off all regular priced apparel
Trailblazers | 600 E Superior St. Duluth, MN | 218.72