

TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: May 14, 2024

Re: Agenda items

Public Works

- **Roads. Action items.** Northwoods Paving, which expects to bid on the Hagen Road project, has two requests. If they are the selected bidder, they would like to rent office space in the Winter Transportation Building, and to purchase the Town's existing gravel stock. Our request at this time: Authorize staff to work out pricing and details for these proposals; Northwoods would like to know these options are available before they submit their bid to WisDOT.
- **Comprehensive Outdoor Recreation Plan. Action item** to adopt this updated (and renamed) version of the existing five-year Parks and Recreation Plan. The update and new name are necessary to meet state requirements as part of our application for a Knowles-Nelson Stewardship Grant. The update adds Action Steps and findings from the Town's new Comprehensive Plan, notes projects completed since 2021, and adds a Needs Assessment and other DNR recommendations.
- **Purchase order: Woodstock engine overhaul. Action item.** The quote from the recommended vendor is about half the cost of other quotes. Meanwhile, the MRF is arranging with Republic Services to haul full roll-off containers from the island until the Town truck is back in action.
- **Island Closet lease.** This is a new two-year lease with identical terms.

Committees

- **Planning and Zoning: Certified Survey Map #3409. Action item.** The Town Plan Commission recommends approval of this CSM, which divides a 3.5-acre parcel at 715 Big Bay Road into three residential lots of at least 1 acre each. The area is zoned R-1 Residential; minimum lot size is 1 acre.
- **Planning and Zoning: Delinquent payments. Action item.** See separate memo.
- **Harbor Commission: Working capital. Action item.** The Harbor Commission recommends authorizing this transfer. The \$300,000 would come from the MIFL Utility Account.
- **Harbor Commission: Appointment of members. Action item.** The resignations of Mike Anderson and Carol Neubauer leave the commission with two vacancies for terms that expire Oct. 6, 2025.
 - The Commission received four applications by the May 9 deadline: Glenn Carlson, Joel Davies, Robert Teisberg, and Susan Widmar. By resolution, the Town Chair appoints members, subject to Town Board confirmation. One member may be from the Town Board. By statute, members must be electors in La Pointe and be residents for at least three years.
- **Harbor Commission: Lease with Dockside Gifts. Action item.** The Harbor Commission recommends approval of the revised lease, which adds a requirement for a property inspection.

- **Harbor Commission: Lease with Nelson Construction. Action item.** The Harbor Commission recommends approval of the lease, which is modeled after the lease on the Town Dock.
- **Harbor Commission: Renewal of loan from Town. Action item.** The \$450,000, 90-day loan from the Town expired May 8. It makes fiscal sense for both sides if the Town extends the loan at 5% interest, rather than have the Harbor Commission tap its line of credit at 8.5% interest. The Town can renew the loan for a period of its choosing; the renewal terms could be without any immediate interest payment, or require a quarterly, interest-only payment of \$5,625.

Public Arts Committee

- **Special Event permit. Action item.** The request is to shut down LeSueur St. to accommodate Make Music Day activities.

Town Hall Administration

- **Board retreat. Action item.** Proposals from The Center for Research and Evaluation Services at UW-Superior and from Stranberg & Associates are in your packet. Please select a vendor with whom we can formalize an agreement and negotiate potential dates in September. (Tentative location is the Northern Great Lakes Visitor Center.)
- **Waiver for employee use of garages. Action item.** The updated draft requires prior written approval from an immediate supervisor.
- **Island Collaborative task force. Discussion item.** The Comprehensive Plan (see excerpt in your packet) recommends that the Town Board appoint a task force to organize the Collaborative, which would develop partnerships for implementing the community-focused portions of the plan. The Town Board should decide how to define the responsibilities of the task force, how many members are on the task force, then whether to appoint members directly, whether to seek applications from community members, or some combination.
- **Use of ice road parking lot. Discussion item.** Dahl Construction is asking to stage materials in a portion of this parking lot on Sunny Slope Road in late June and early July, during construction of a nearby home. If the Town Board provides authorization, staff can negotiate rates – probably based on prices for parking permits in comparable lots.
- **Pasture fee. Discussion item.** As they have done previously, residents are using about 4.5 acres of the newly acquired 687 Middle Road property to graze cattle. Staff are seeking Town Board authorization and guidance to negotiate a lease for this activity. (Based on rates elsewhere on the South Shore, fees would be minimal – somewhere between \$11 and \$36 per acre per year.)
- **Woodshed rental. Discussion item.** Based on the recent revision of the Direct Sellers Ordinance, the Town needs to create a lease authorizing wood sales at Big Bay Town Park. Staff are seeking Town Board authorization and guidance to negotiate rates and terms for this activity.

Fire Department

- **Purchase order: SCBA. Action item.** This fire department request for 2 sets of self-contained breathing apparatus is included in the 2024 capital budget.

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: April 19-May 9, 2024

1. Accomplished/Completed

- **Comprehensive Outdoor Recreation Plan.** Updated this plan; see the Agenda Memo for details.
- **Harbor Commission.** Compiled amortization schedules for ferry purchase debt service into single spreadsheet.
- **Knowles-Nelson Stewardship Grant.** Submitted application on April 25 for potential funding of BBTP accessibility project.

2. Coming Up

- **La Pointe School Facility Needs Meeting.** Monday May 13, 3 p.m.
- **Wisconsin Rural Summit.** Wednesday May 15, 7:30 a.m.-3:30 p.m., Ashland.
- **Madeline Island Marathon.** Saturday May 18, 6 a.m.-5 p.m.
- **Initial Board of Review.** Friday May 24, 4:30 p.m.
- **Memorial Day.** Monday May 27.

3. Town Board Agenda – Information/Comments

- See separate memo.

4. Follow Up on Previous/Ongoing Projects

- **Cell Tower lease.** Harmoni Towers is willing to switch from seeking a perpetual easement on the AT&T tower to a prepayment of a 99-year lease. That would be similar to what the Town Board approved for the Verizon tower. The Anich law firm is comparing the Verizon lease with the proposed Harmoni lease so we can align them as much as possible in negotiation.
- **Energy Committee.** The committee meets May 15 to discuss electric vehicle charging stations on the island. Potential public and private locations would be included in a county application for federal funds.
- **Hagen Road.** Town crews continue to replace culverts as time allows, in preparation for the repaving project. There will be an article in the next Gazette with additional information about the repaving. In addition, the Town is working with the state Bureau of Aeronautics to seek Federal Aviation Administration approval to set up an asphalt plant in unused hangar lots.
- **Metasys.** The town attorney, Johnson Controls and I continue to research options to resolve two issues: Johnson Controls' claim that the Town owes them \$1,800 to complete Metasys installation, and helping Johnson Controls obtain the \$12,000 they claim the primary contractor, Brown Mechanical, still owes them. We have located the original bid specifications and the surety company that issued Brown's payment bond. We believe Johnson Controls can successfully take its claim directly to the surety company if they cancel the charge to the Town.
- **UDC inspector.** The Zoning Administrator and I continue conversations with Alder Engineering regarding a new contract. Unresolved issues focus on jurisdictional issues such as solar installations and "camping units," as defined by the state. We are leaning toward

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recommending that the Town change its building construction ordinance (Chapter 205) to allow UDC jurisdiction over additions and alterations on buildings constructed before 1980.

5. Grant Report

- No further updates.

6. Lawsuits/Legal Issues

- **Ashland County.** The Wisconsin Tax Appeals Commission, by statute, has 90 days to issue a decision on our appeal of the Department of Revenue's rejection of our request for a tax levy shift in response to the county's shift of law enforcement responsibilities. That would mean May 29. However, the Commission has the option to extend the deadline an additional 90 days.

7. Other Information

- **County Board.** The board elected Gary Mertig as its new chair and Clarence Campbell as the new vice-chair. William Metzger, Bradley Ray and Martin Vitek join them on the Executive Committee. The new Finance Committee is Ray, Blake Ellefson, Pat Kinney, Richard Pufall and Ron Szyndor. Note: the board has only 19 members; there is no representation in 2 districts.
- **Dock injury.** A resident fell on the Town Dock when leaving a ferry boat. Insurance companies for the Town and ferry management have been informed. I prepared a checklist of steps the resident would have to follow (as outlined in state statute) if they need to pursue a claim.
- **Payroll.** After my online Bremer Bank profile was mistakenly deleted in the transition of treasurers, Melissa Pusateri and I were able to restore my access to submit payroll in time to issue May 2 paychecks.

TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: May 14, 2024

Re: Language on delinquent payments

To follow up on Town Board discussion from April 23, staff recommends considering the following revision to Section 3.1.5 of the rental ordinance.

Current language: "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."

Replace the above language with this suggested revision:

Permits will be denied to applicants if, as of June 14, the permit holder or an individual holding an ownership interest in the proposed rental property is:

- More than 60 days' delinquent on debt owed to the Town.
- Delinquent on property taxes or special assessments from the previous calendar year for the proposed rental property.

In these delinquency cases, previous permits will be considered lapsed. Once the delinquency is settled, a new application may be filed.

Permits will be denied to applicants if, as of June 14, the proposed rental property is delinquent on property taxes or special assessments in the current calendar year. Permits will be issued on a conditional basis if the applicant presents a satisfactory payment plan to the Town for delinquent taxes, assessments, and penalties. If the delinquency is not settled in full by Oct. 31 of the current calendar year, the conditional rental permit will be revoked. If the delinquency is settled after Oct. 31, a new application may be filed.

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April 2024 Public Works Report

Roads/Equipment

- The month began with a significant windstorm on 4/3, which resulted in ferry service cancellations but no serious downed trees or power outages.
- Seasonal weight restrictions were lifted by Ashland County Hwy. Dept. on 4/8, which is about a month earlier than usual.
- The sander was removed from the 2-ton truck and the 2019 Western Star (220), the grader wing was removed, and all snowplows were taken off trucks during the second week of the month. Significant savings in fuel and material will help as we get into the busy summer season; this spring, we used only a fraction of the salt sand (the pile will remain covered at the shop), did not wear off cut edges or grader blades, didn't need to use tire chains at all, and ZERO culverts were steamed.
- More heavy winds and rain days on 4/16-17 brought down some trees in ditches and shoulders and broke the flagpole at the Town Hall. A replacement is planned next month.
- Two of the six culverts on Hagen Road were replaced on 4/22-23. Our intention is to do at least two more before Memorial Day weekend. We will know more details about the repaving project timeline next month.

Parks

- BBTP had multiple spring maintenance projects completed the week of 4/15, including improved signage, bench repair on the stairway, site clean-up, hazardous tree removal, grading the old loop and parking lot, and preparations for opening the bathrooms by May 1st.
- The Rec Center bathrooms were opened for the season on 4/12. The Rec Center playground had two broken picnic tables removed, and two outdoor plastic-dipped picnic tables added.
- The two seasonal Parks jobs remain open until filled, as the crew from last year is not returning this summer. I will continue to advertise online.

Drive safe.

Respectfully submitted,

Ben Schram, Public Works Director

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Letters from MRFY- Let's do some METRICS!

(To be read in a John Cleese voice.)

So, most of my reports have tended toward the benign and artsy, as I fancy myself a writer of expression but sometimes with very little substance. So, in the interest of metrics and providing a baseline for taxpayer confidence, let's put some substance in this edition.

- From January to April of 2024, the MRF Crew and Associates baled 3,628 lbs. of Paper, 6,423 lbs. of Cardboard, 1,640 lbs. of Tin, and 1,096 lbs. of Aluminum.
- The hauling duo of Michael and Evan hauled 6,850 lbs. of tires, 36.14 tons of dem/con, 71.9 tons of auto salvage, and 29.82 tons of solid waste.
- We brought in \$11,987 at the MRF till as compared to \$10,908 brought in during the same period last year.

After a brief survey of the quality of recycling brought in during the same period, we have seen a marked increase in presorting, with cross-contamination decreasing 2.2% as compared to the same time last year – where we noted (due to the weather related drop-offs) that MRF customers spent an average of 4.5 minutes unloading recyclable at the drive-through. This would account for a "hurried approach" to transferring materials and hence more contamination..

On a bright note, we have a considerable increase in prewashed bean cans. Last year, we noted in a previous report (Letters from MRFY September 2023) that unwashed bean cans were a nuisance, and their odiferous odor was the stuff of legend. A small sampling of bean cans during the first 4 months of the year (random sample of 10 beans cans minimum) indicates a 40% INCREASE in washed beans cans. If projections are held, we can expect that by the year 2025, we will have achieved maximum bean can cleanliness (say that 3 times fast) and the scourge of the MRF Tin Bin will be eliminated. A hearty handshake and pat on the back to all who continue to wage this war.

Considerably less exciting is the news that cottage cheese containers are being recycled with cottage cheese still in them! Although we have no baseline to compare this with, we are establishing one this year to remind people (take note) that large curd cottage cheese and its ugly cousin 2% low-fat small curd cottage cheese contain a considerable amount of protein and calories to fuel the human body and maintain muscle mass. Leaving a full tablespoon of cottage cheese in the container will provide a MASSIVE surge of protein for the local mouse population and will generate a (probable) breed of larger "Super Mouse". Within the span of 1 or 2 generations, if left unchecked, these Super Mice will have the intelligence and strength to overpower us and lay claim to vast tracts of land and real estate. To curb this scenario, we are starting the "Eat Your Cheese" Awareness program designed to reduce and (Hopefully) eliminate dirty cottage cheese containers. Do your part and help stave off certain disasters.

Viva La Fromage!! *fist raised*

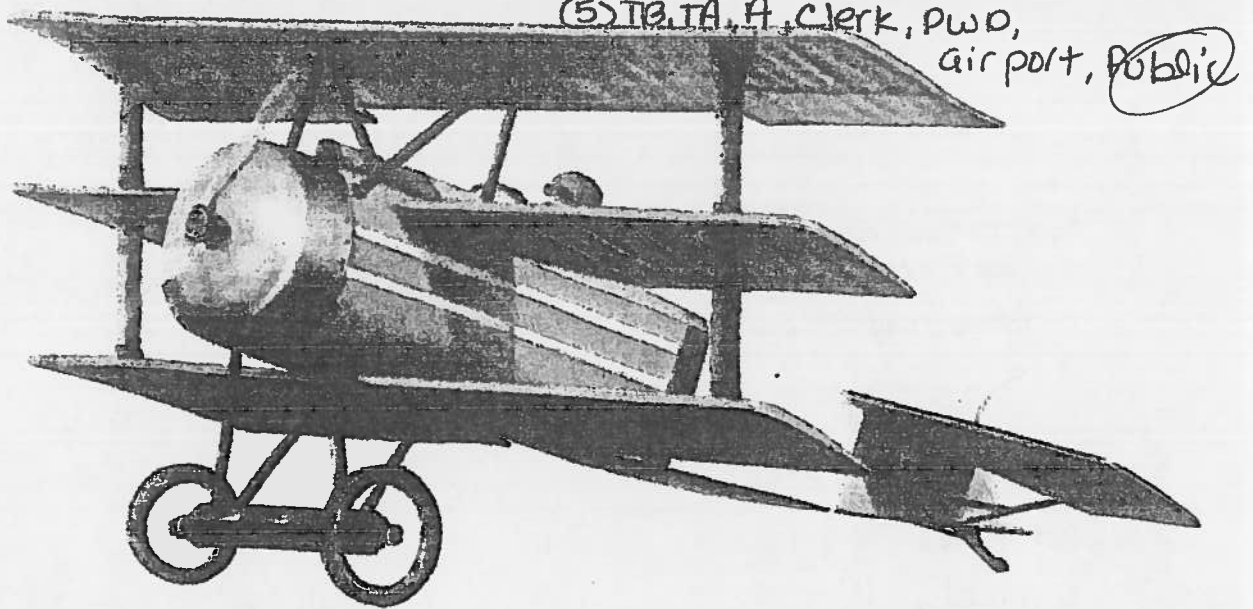
As Always, Be MRFY.

Martin A. Curry
Recycling Supervisor

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Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 05/06/2024

Re: Monthly report for April 2024

During the month of April our airport was issue free.
Terminal rehab...April 11 was our first stakeholder meeting. Next meeting is set for June.

Drop box receipts:	\$25.00
Traffic, flight plan:	06
Traffic, sign in	09
NOTAMS	00

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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April 2024 Traffic count and revenue log / checklist
Drop box receipts \$ 25.00

The following filed flight plans :

04/04 N192AF

04/11 N1923D

04/11 N832MA

04/13 N192AF

04/21 N627SG

04/26 N79843

For additional traffic see sign in sheet(s)

4/11/24
4/14/24
4/15/2024
04/11/24
04/11/24
4/20/24

5	P	KESD	
2/1	B	KSGS	
1	P	KHYR	Fish Fry Lunch at the Beach Club
2	B	KMSM	
3	B	KANE	SEH Team
3	P	KIWM	

4/24

Sigh in

(1)

WELCOME TO ARS

DATE	PILOT'S NAME	R-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
4/21			2	R	KCCN	951-994-9913
4/24			1	P	KPNM	
4/28						

4/24 Sign In (2)

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

Zoning Report 4/30/2024

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

ZONING REPORT 4/30/2024

Building/Land Use Permits	2024		2023	
	Value	Number	Value	Number
County	\$1,975.00	12	\$1,400.00	7
Town	\$5,322.60	16	\$2,171.50	13
Total	\$7,297.60	28	\$3,571.50	20

Town Revenue (2024 to date)		Town Revenue (through 4/30/23)	
Permits	\$5,322.60	Permits	\$2,171.50
Variance	0	Variance	0
CSM	\$250.00	CSM	\$250.00
Special exception	0	Special exception	\$750.00
CUP	0	CUP	0
Total	\$5,572.60	Total	\$3,171.50

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Short-Term Rental Permits	2024 (to date)		Through 4/30/2023	
	Permits	Revenue	Permits	Revenue
Rentals by owner	32	\$9,600.00	41	\$7,175.00
Madeline Island Vacations	1	\$ 300.00	7	\$1,225.00
The Inn on Madeline Island	1	\$ 300.00	0	0
Total rental properties	34	\$10,200.00	44	\$8,400.00

The work group and I continue working on changes in the Zoning Ordinance. Sections 2, 3, 4, and 5 have been given to the TPC for review. Applications for rental permits have been slowly coming in, with a lot of them lacking proof of insurance. This has typically been resolved with an e-mail, letting them know about the ordinance change. There have been three rentals removed from the market.

Ben, Michael and I met to discuss the installation of fire number signs. Installation of signs should start soon, beginning with Hagen Rd.

Zoning Report 4/30/2024

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

Bob Hartzell came in the office to discuss the progress on the expandable condominiums. He is still having problems getting a UDC permit for the project. We are hoping to have these issues resolved soon.

I met with Torrie Moore at the proposed dog park to go over where the fence will be built. She thinks the fence should be completed around the end of May.

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	Parcel number	PROJECT TYPE	TOWN FEE	COUNTY FEE
4/9/2024			2024-10	Erik Smith	3444	Big Bay Rd.	00023-0300	Driveway	\$ 75.00	
4/10/2024	634989		2024-11	Tavis Pearson	715	Miller Farm Rd.	00196-0500	Dwelling	\$ 872.10	
4/16/2024			2024-12	Scott Hayman	2361	Umbrage Rd.	00044-0100	Accessory	\$ 258.60	
4/17/2024		9215		Kendall Powell	1765	Hagen Rd.	00161-0102	Fill&Grade		\$ 150.00
4/23/2024		9216	2024-13	Keven Hanson	3362	North Shore Rd.	00325-0800	Camp-Dist	\$ 75.00	\$ 150.00
4/23/2024	635016	9217	2024-14	Richard Kula	1758	North Shore Rd.	00068-1700	Dwelling	\$ 1,271.40	\$ 500.00
4/24/2024			2024-15	Mark Grau	1945	North Shore Rd.	00068-2100	Driveway	\$ 75.00	
4/24/2024			2024-16	Chris Wolfe	304	Big Ams Rd.	00210-0400	Driveway	\$ -	
4/30/2024			CSM	Tom Nelson	715	Big Bay Rd.	00118-0700	CSM	\$250.00	

Ed Schaffer

Submitted 5/7/2024

Internal Accounting Coordinator Report April 2024

5/7/2024

1. **Ehlers and Pierce:**

- a. Angie will be coming over to the office on 5/8 to meet with Michael and I. We are going to go over the designated funds and Workhorse reports.

2. **Audit – Baker Tilly:**

- a. The in-house audit occurred the last week of April/first week of May. It went well and they were really understanding that I am new. Vanessa was very helpful and informative throughout the process.
- b. Vanessa and I had a meeting before they left to discuss how the audit went. She was happy the town decided to go ahead with combining the designated funds with the general funds at the bank. This will make the adjustments needed for 2023 less and, overall, make less journal entries required throughout the year.
- c. Vanessa, Michael and I will have a meeting in the upcoming weeks to discuss the audit results.

3. **Grants:**

- a. The Bureau of Aeronautics sent a check for \$12,491.20. This completes the CARES grant awarded in 2020. In all, we received the full \$20,000 we were eligible for.
- b. I am going to submit a reimbursement request for the Coronavirus Response Relief Supplemental Appropriations (CRRSA) Act. The town was awarded \$9,000.
- c. The Harbor Commission's first grant reimbursement check from the state has been received for \$98,559.57.
- d. The second reimbursement request for the Harbor Commission will be submitted this week. It will be for closing costs, which should cover the remaining \$101,440.34, of the \$200,000 award from the state budget.

4. **Miscellaneous:**

- a. Workhorse completed an update on the accounting software over the weekend of May 4th.
- b. County Road H Quarter #1 billing has been sent to Ashland County.
- c. I will work with Alex Smith, town clerk, to get the Municipal Financial Report submitted to the DOR before the extended due date of May 15th. The auditors will provide us with the numbers needed and it will be a good learning experience for us both.

Respectfully submitted,

Lauren Burtaux

Internal Accounting Coordinator

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Madeline Island Ambulance Service Report

May 2, 2024

We had two runs in April. One of the runs was a transport with intercept. The other was a fire stand-by.

I was gone for about two weeks for my surgery but am back and catching up on paperwork and still working on getting our EKG into service. It is all set up -- now we will finish our training in May and be ready to start using it on runs.

Everyone should be done with their CPR refresher. We did it as an on-line course this time. It was a good review and gets us all re-certified in time for a busy summer.

We did receive our Act 102 funds for this year. When Michael Kuchta is back, I will make sure the funds go to the EKG payment.

We are hoping to set up a tour of ambulances with the school soon. We haven't done it in a few years, and I think the kids enjoy it and it is good for them to see the back of an ambulance. Hopefully they will not ever need an ambulance, but I think it is good for them to see what we do and how the ambulances work.

DSC is scheduled to come to the island to do radio service. Many of our radios need some attention. It will be a full day of work for them with the ambulance service.

Sarah did a good outdoor training meeting this month. Everyone also went through their ditch kits and tidied them up for spring.

We have gotten a report from the trauma department at the hospital. They said that we do a fine job on most run reports, but they gave me some pointers. We will go over all of this information at our regular monthly meeting next week.

Thank you.

Respectfully submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

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LA POINTE POLICE DEPARTMENT

MADLINE ISLAND
340 BIG BAY ROAD
LA POINTE, WISCONSIN 54850

(5) TB, TA, A. Clerk, PD *Robbie*
PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: Town Board
From: William Defoe
Date: 5/8/2024
Re: Monthly Police Report for April

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

- 1 Parking Citations
- 6 Traffic Citations
- 0 Ordinance Citations
- 0 Arrests transported off island.
- 0 Arrests released to responsible parties.
- 0 Cited and referred to DA office.

Well, it is finally warming up and looks like a warm and wet spring starting. April calls for service started to increase, and with the start of May, I believe we will start to get busy. We had a few alarm calls to the school last month, there was a faulty smoke sensor we believe. There were a couple of calls of suspicious people, one ended up being a contractor the homeowner forgot about, they saw them go in the house on camera, the other was someone walking up to houses and questioned why there were they without a real answer. We also had a paper service for the month with a few attempts of service.

The Madeline Island Marathon is coming up on May 18th, we have help coming from Ashland County, GLIFWC as well as the Wisconsin State Patrol. I am also working on help for the inline marathon as well.

Between now and July 1, we will be holding in-house training in firearms as well as Defense and Arrest Tactics for our officers here on the island with some online training for the part time officers, which will complete our fiscal training year.

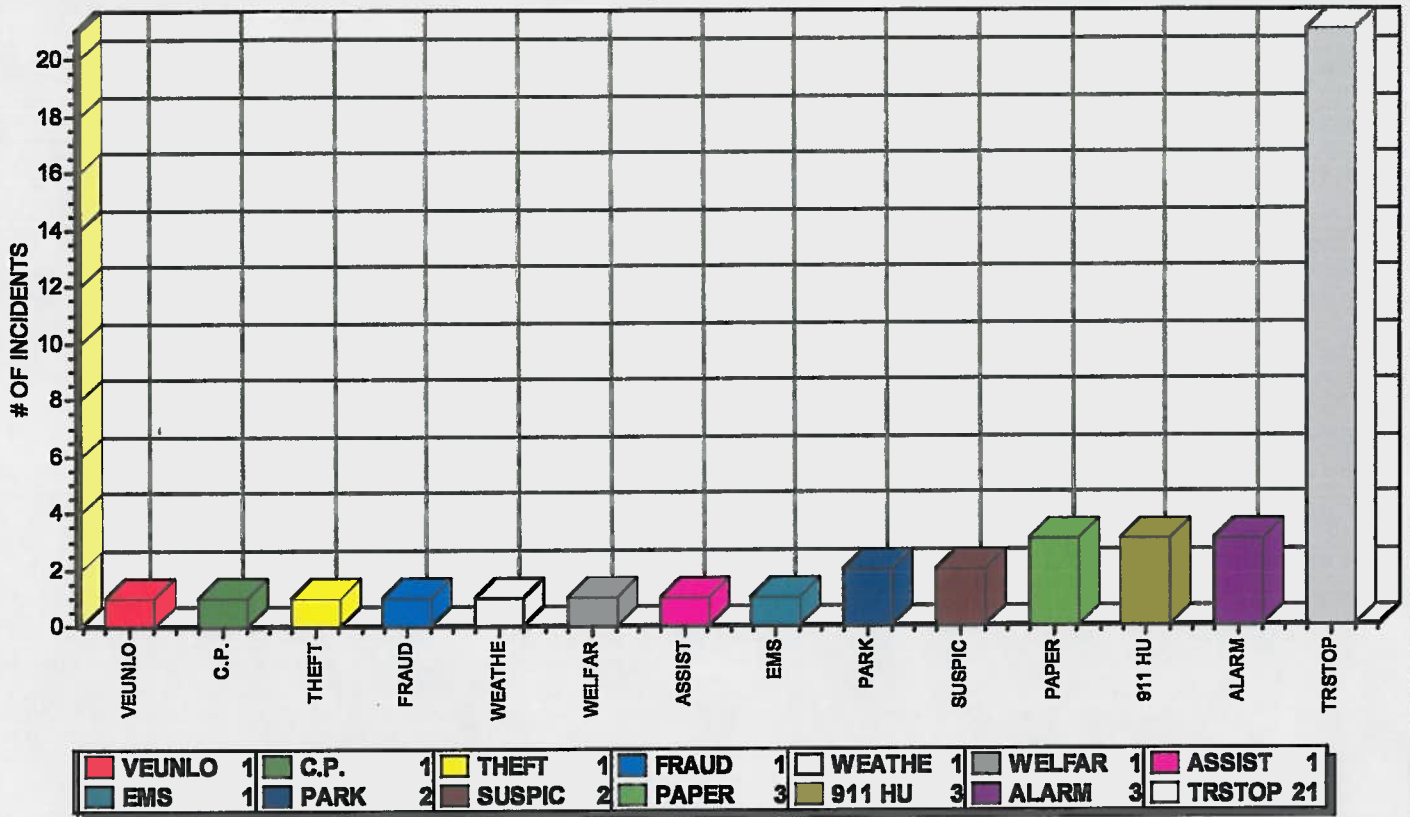
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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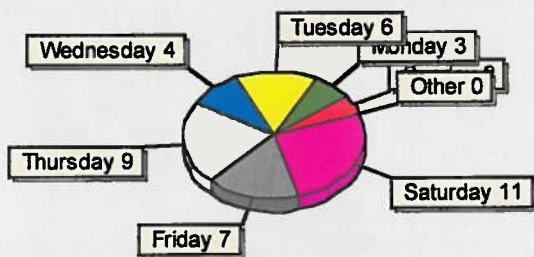
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Incident Frequency by TYPE (Top 14 of 14 Shown) (Using DATE RECD)

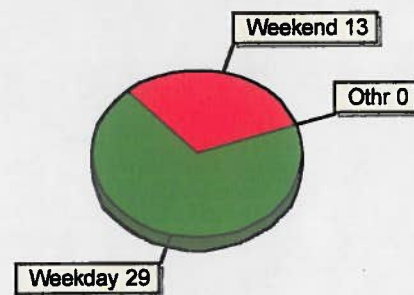


By Day of Week



Sunday	4.76 %	Monday	7.14 %
Tuesday	14.29 %	Wednesday	9.52 %
Thursday	21.43 %	Friday	16.67 %
Saturday	26.19 %	Other	0 %

Weekday vs Weekend



Weekend	30.95 %	Weekday	69.05 %
Oth	0 %		

Search Criteria: (LOGNUM >= 'A4-24-00001')
 (LOGNUM <= 'A4-24-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('4/1/2024','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('4/30/2024','MM/DD/YYYY'))

Fire Chief Report

3/6 Wildfire Refresher

Kara Oikarinen came from the Washburn DNR station to train and do her yearly inspection of our gear, wildfire training and tools. She gave a brief introduction to fighting wildfire to a lot of new faces this year.

We pulled out our two trucks set up with "slide in" water storage and pumps. We also own one the bigger "pump and roll" rigs in the area with our Tanker #3 Peterbuilt. This 2,500-gallon tanker has an on-board pump that can fill the tank as well as supply hose lines. It's very handy all around, including filling the water reservoirs in our two brush trucks.

Kara, as usual, gave us a super review and thinks highly of our skillset and equipment. We are the first defense in the event of wildfire and are on our own until we ferry over the DNR if they are available to help.

Kara and I discussed again how we go about dealing with people when it comes to brush/grass fires and people without burning permits. Unfortunately, it costs the town a minimum of \$500 when we have to respond to illegal fire activities. The answer is simple: we gather pictures and information on the illegal fire activity, send it directly to the DNR, and they issue the tickets and court dates. Burning without a permit or not following the rules of an issued permit will get you a fine for the first offense. The 2nd offense is a fine and possible jail time. Both get you a date at the courthouse.

Attendance to the wildfire refresher: 21 members, 6 excused, 2 not excused

4/6

The eight recruits for entry-level Firefighter 1 put in a Saturday of learning the proper techniques in spraying water with a variety of nozzles and different-size hose lays. A squad of pumper operators and tanker drivers set up 2 portable ponds behind Engine #1 with a jet siphon that keeps water flowing from one pond to the next and into the truck. The 3 tankers kept filling the ponds and kept constant water flowing to hose lines and a deck gun. This was invaluable training for everyone involved.

4/20

Seven of the eight newbies headed down to the Northwood Tech training center in Ashland to complete the last leg of their FF1 training. This was full of anticipation and excitement (and maybe a little anxiousness) as this day they put on their gear, strapped on the SCBA, and went into a burn simulator trailer. Very real fire and smoke conditions and very hot. Me and training officer Tyler Andreas showed up to watch and congratulate the members as they completed the final testing. Everyone did great some did great 3 times in the burn simulator. One member could not make this training, but he will line up another live burn to complete his training. We can't be any prouder of the largest group of new firefighters to join La Pointe fire/rescue in many years.

Fire departments around the USA have a major problem with recruiting and retention, but not Madeline Island. All is well.

Be Safe,
Chief Reichkitzer

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MAY 7 2024

Initial: dg



Above: Recruits learn to mangle different nozzles. Below: Self-contained breathing apparatus makes recruits Hilary Nelson, Lilah Guertin, "Firecracker Jack" Nelson and Shadi Joudeh incognito during live burn training. Right: Shadi Joudeh (top) and Nathan Reichkitzer, unmasked.



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



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

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 4/25/2024 Is this Expenditure Currently in the Budget? Y N

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

Budget Line Item # 53410-000 Currently in budget line item \$ 4,000.00

Project Name Hagen Road Culvert Cold Mix Date Needed 5/14/2024

Purpose Patch Hagen Road culverts before summer traffic and DOT project begins

Amount Estimate \$ 2,767.60 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost _____ Actual Purchase Date _____

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

Vendor #1 UPM Corp. Amount \$ 2,767.60

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Town has account; product has shelf life, can be picked up in Superior

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 Initial dy

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

RECEIVED

MAY 7 2024



INVOICE

"Performance Now and Down the Road"

3993 East 93rd Street
Cleveland, OH 44105-4088
(216) 441-4880 • (800) 441-4880
www.UniquePavingMaterials.com

PLEASE NOTE
We have new bank account information.
See below for remittance information.

INVOICE NO. 79965
INVOICE DATE 04/17/24
CUSTOMER ID LAP001
SHIP DATE 04/17/24

SOLD TO Town of LaPointe

PO Box 270
La Pointe, WI 54814-
US

SHIP TO Town of LaPointe
Pickup at HDK
3200 Winter St
Superior, WI 54880-
US

EMAIL accounting@townoflapointewi.gov

ORDER NO.	ORDER DATE	PAYMENT TERMS	SHIP VIA	P/O NO.	SALESPERSON
062456	04/17/24	Net 30	Customer Pick Up		UMW - Karl Shoberg

ORDER QTY	SHIP QTY	P/N	DESCRIPTION	WHSE	UNIT PRICE	UOM	TOTAL
14.96	14.96	90-00022	UPM [®] Cold Mix, Winter, Bulk, Tons Ticket # HDK 1842	HDK	185.00	TN	2,767.60

We charge a 15% restocking fee (\$25 minimum) on all returned items.

Please note payment terms. Past due balances incur finance charges of 1.5% per month.

Payment by ACH (preferred):
First National Bank
Account: 97048964
Routing: 043318092
Remittance: Billing@UniquePavingMaterials.com

Payment by Check:
Unique Paving Materials Corp.
3993 East 93rd Street
Cleveland, OH 44105

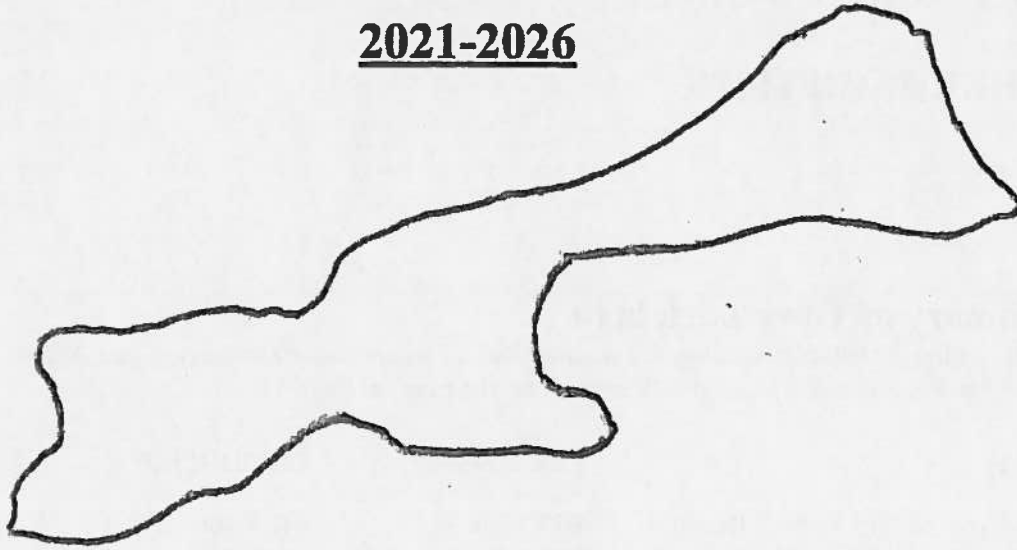
SUBTOTAL	2,767.60
SALES TAX	0.00
TOTAL	2,767.60
AMOUNT RECEIVED	0.00
BALANCE DUE	2,767.60

THANK YOU FOR YOUR BUSINESS!

TOWN OF LA POINTE

COMPREHENSIVE OUTDOOR RECREATION PLAN

2021-2026



Approved by the Town Board: December 8, 2015
Amended and approved by the Town Board:
June 11th, 2019 and November 23, 2021

**Updated to include 2024 Comprehensive Plan recommendations:
May 2024**

RECEIVED

MAY 7 2024

dg

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RECREATION INVENTORY	4 - 8
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OTHER FACILITIES	10
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Summary of Town park land

Letters of the alphabet preceding the descriptions of Recreation Inventory, Lake Access Points and Other Facilities correspond to locations on the map on Page 11.

<u>Name</u>	<u>Fire Number</u>	<u>Parcel (014-00...)</u>	<u>Size</u>
A. Memorial Park (Joni's Beach)	677 Main St.	447-0100	1.5 acres
B. Big Bay Town Park	2305 Big Bay Road	072-0000	64 acres
C. Harry Nelson Recreation Center	295 Middle Road	438-0200	7 acres
D. Rieman Park	None	370-0100	20 acres
E. Forest Park	None	199-0000 (portion)	28 acres
F. South Shore Road Park	None	008-0100	22 acres
G. Ojibway Memorial Park	None	200-0500	1.73 acres
H. Bog and Creek (in town)	None	198-0400	23 acres
I. Main St. Pocket Park	None	435-0100/0200	0.248 acre
J. Butterfly Garden	None	470-0100 (portion)	0.18 acre
K. Russell Park	None	436-0100	0.43 acre
L. Other land: Bog	None	083-0300	40 acres
Other land: Big Bay Road	None	055-1000	4.1 acres

In general, Town-owned park land is zoned as T-P, a park overlay district, which governs the types of permitted and conditional uses and structures. Some land is zoned G-I, a government and institutional district, which accommodates more intensive uses.

INTRODUCTION AND NEEDS ASSESSMENT

This plan recognizes that an abundance of outdoor recreational activities and enjoyment is a main attraction of Madeline Island to its year-round and seasonal residents, as well as to the tens of thousands of visitors who come each year. The 2022 Community Survey (conducted as part of the 2024 revision of the Town's Comprehensive Plan) shows that "access to the natural" is, by far, the value that Islanders treasure most. This value was cited by 85.9% of survey respondents.

Survey findings show overwhelming support for preserving the Island's low-impact qualities and characteristics to meet the recreational and lifestyle desires of residents and visitors alike. In that context, the objective of a recreation plan should be to encourage the types of land use and recreational opportunities that address the needs of year-round residents, and of seasonal residents and visitors, then to make recommendations for short- and long-term priorities in maintenance, capital improvements, expenditures, and policies to meet that objective.

The 2024 Comprehensive Plan serves as a needs assessment that sheds further insight on community priorities. The Community Survey, for example, shows:

- Extremely high satisfaction levels with La Pointe's public parks (88.1%) and beaches (87.4%), and with the Island's roughly 19 miles of trail networks (80%). [Trails are maintained by the Town, by Big Bay State Park, and (primarily) by two non-profit groups: Madeline Island Wilderness Preserve and Madeline Island Trails.]
- Lower satisfaction levels for other recreational facilities, such as lake access points (73.6%), playgrounds (63.8%), bicycle infrastructure (55.8%), outdoor sports facilities (53.7%), and the Recreation Center (46.1%).
- Bicycling infrastructure is the top priority expressed for transportation investments; it was the only category to receive support from more than 50% of survey respondents.

In response, the Comprehensive Plan recommends:

- Further research into what kinds of Recreation Center facilities and activities best meet the needs of current community members. (This includes playgrounds and outdoor sports.)
- Preserving lake access points and exploring improved access to Lake Superior for non-motorized and motorized vessels.
- Pursuing funding to replace the stairway and bridge at Big Bay Town Park with an ADA-compliant ramp and bridge.
- A framework for the Town to investigate creating a "community center" that, depending on the programming or structure selected, could affect recreational opportunities.
- An off-road trail route from the Capser Trail to Big Bay State Park that could be used for snowshoeing in winter and bicycling at other times of the year.

(Note: In 2018, the Town created a Public Arts Committee. The committee pursues placing a variety of art in public areas, including in public parks. The Comprehensive Outdoor Recreation Plan supports the placement of art in and on Town-owned property, including by working directly with the Town Plan Commission for the display and creation of art works in Town parks.)

This recreation plan provides site-by-site inventory of La Pointe's current park and recreational holdings, and includes short- and long-term recommendations for action at each site.

RECREATION INVENTORY

A. MEMORIAL PARK (JONI'S BEACH)

677 Main St. (Parcel 014-00447-0100). 350 feet of beach and about 1.5 acres in the downtown area. Popular beach and park. Playground, picnic shelter, bathrooms, grills, dock, boat mooring area, artesian well. Also used by Sea Scouts to keep their boats. Received a Coastal Management Grant for dock and a DNR grant for bathrooms.

Recommended Immediate Improvements

1. Develop a schedule for general maintenance and painting of the restrooms.
 - a. Post maintenance schedule in restrooms.
2. Enhance playground; include swings (*Accomplished in 2023*)

Long-Term Recommendations

1. Install grade-level concrete pad or patio pavers under the picnic shelter.
2. Require that any future memorial areas have a planting plan and the commitment to maintain it.
3. Re-establish launch ramp by re-engineering dock.
4. Repair dock
5. Add outdoor showers.
6. Make dock and picnic shelter accessible by wheelchair.
7. Update picnic shelter and move closer to parking lot to make accessible by wheelchair.

B. BIG BAY TOWN PARK AND CAMPGROUND

2305 Big Bay Road (Parcel 014-00072-0000). Owned and operated by the Town of LaPointe; it connects via Barrier Beach to Big Bay State Park. The Big Bay Town Park Master plan was approved by the Town Board on June 28, 2011 and was an addendum to the 2011-2016 Park and Recreation Plan.

Town Park consists of 64 acres and 1,000 feet of beach in the center of the Island. In 2013, the Town added a new entrance; an organized parking area; a new picnic shelter with fireplace for day trippers and campers; a woodshed; 900 feet of new beach boardwalk; a new comfort station with a park attendant office, pay showers and flush toilets; and a new flush toilet bathroom at the far end of the campground. All roads are now one way, including through the parking lot.

There is reconfigured numbering for 61 campsites, including 23 new sites (22 with electric), in the campground addition north of Big Bay Road. Also available are six new remote, tent-only campsites, along the Lagoon Ridge Trail. Reservations are available online with a credit card; a few spaces are left unreserved each night for walk-ins. There is a picnic area, fishing, canoeing, swimming, and sand beach. A long staircase heads down toward the beach, via a bridge that spans the outlet for the inland lagoon, and connects with the boardwalk to Big Bay State Park. At the bottom of the bridge, the Town rents space for individuals and commercial enterprises to store canoes and kayaks.

Recommended Immediate Improvements

1. Maintain forestry in campground, walking trails and public spaces to reduce risk of liability. Institute best management practices to maintain and protect a healthy forest.
2. Improve drainage of drinking fountain.
3. Replace/repair existing bridge and stairway.
4. Add basic play equipment such as swings and teeter totters. *(Accomplished in 2023)*
5. Handicap accessible and canoe transport ramp to lagoon and bridge.
6. Make beaches handicapped accessible

C. HARRY NELSON RECREATION CENTER

295 Middle Road. A 7-acre parcel (#014-00438-0200) near downtown that includes a softball field, two tennis courts, ice rink, small recreation building with bathrooms, large picnic shelter, playground area, skateboard park and storage building.

Recommended Immediate Improvements

1. Renovate Center building. *(Accomplished in 2023, included remodeled bathrooms and rental area, improved surface drainage around building, and climate control in building to address moisture and mold problems.)*
2. Maintain tennis court. *(Note: pickleball lines were painted in 2023.)*
3. Develop handicap accessible path to shelter. *(Accomplished in 2023)*

Long-Term Recommendations

1. Acquire adjacent land to the east and/or across Highway H to meet future needs such as soccer field, basketball courts, expanded playground areas, and expanded Rec Center/Community building. *(Note: In 2023, the Town Board approved construction of an off-leash dog park beyond the outfield fence of the softball field, to be operated by an island non-profit organization.)*
2. In compliance with the 2024 Comprehensive Plan, conduct further research to determine what kind of Rec Center facilities and activities would best meet the needs of current community members.

D. RIEMAN PARK

Parcel 014-00370-0100. 20-acre, undeveloped parcel on Schoolhouse Rd.. Recommendations as per CAPP letter received by Town Board on April 11, 2013. *(Note: Arrangements in 2013 created an 8-year target for parcel improvements. As of March 15, 2024, the Town had made no physical progress toward that goal, nor committed resources to do so. Therefore, the Town Board sent a letter to the Rieman family offering to have the land revert back to private ownership.)*

Recommended Immediate Improvements

1. Rename park “Rieman Family North End Nature Trail”

Long-Term Recommendations

1. Construct primitive interpretative trail system
2. Informational signage
3. Construct off-road parking area

E. FOREST PARK

Part of Parcel 014-00199-0000. A 28-acre park on the south side of Highway H close to Town. The Capser Trail, which extends into Wilderness Preserve land, begins here. *(Note: In 2023, the Town Board authorized the Affordable Housing Advisory Committee to consider an 11-acre portion of this land as a site for potential workforce housing.)*

Recommended Immediate Improvements

1. Maintain clear vision throughout.

F. SOUTH SHORE ROAD PARK

Parcel 014-00008-0100. 22 acres of undeveloped forest land, near southeast corner of South Shore and Old Fort Roads.

G. OJIBWAY MEMORIAL PARK

Parcel 014-200-0500. 1.73 acres of land with pond surrounding the grave of Oshoga, whose tombstone reads "Chief Speaker of the Chippewas of Lake Superior." Oshoga accompanied Chief Buffalo to Washington and was the speaker to President Millard Fillmore as part of a delegation that successfully prevented the United States from relocating Lake Superior Chippewa to different land. This area is within a State Archeological site and is near the St. Joseph Mission Cemetery (also known as the La Pointe Indian Cemetery).

H. BOG AND CREEK ADJACENT TO REC CENTER AND MARINA

Parcel 014-00198-0400. About 23 acres of marsh, bog and creek that enters Lake Superior at the Madeline Island Yacht Club. The only public access is from the Rec Center or unopened 11th Street.

Recommended Immediate Improvements

1. Should be preserved as a wild and natural area.

Long-Term Recommendations

1. Investigate the desirability for a future boardwalk/nature trail in this area.
2. The Town should consider acquiring the land at the corner of Mondamin and Main Street, which would provide access to the creek.

I. MAIN STREET POCKET PARK

Parcels 014-00435-0100/0200. Established primarily due to the increasing number of seasonal visitors (tourists). The 0.248 acres of land on Main Street near the intersection with Middle Road is designed to be a comfort station to aid in the enjoyment of the downtown area. There are two portable toilets, picnic tables, and green space on the property.

Recommended Immediate Improvements

1. Plant low maintenance trees and plants.
2. Consider as a place for a memorial.

Long-Term Recommendations

1. Request variance from Ashland County to construct a public restroom building with two toilets each in the men's and women's washroom, and a water fountain with a mechanical room in the middle of the structure.

J. BUTTERFLY GARDEN – SOLAR PANELS

Parcel 014-00470-0100. 0.18 acres of land at the rear of Town Parking Lot D near the library and school. Designed for solar energy and small plants that provide habitat for butterflies and other beneficial insects for educational opportunities. Solar panels were installed in 2016 to supply power to the La Pointe Library and La Pointe Health Care buildings.

Recommended Immediate Improvements

1. Install pollinator-friendly plants.
2. Walking path through garden to library and school.
3. Informal markers identifying plants, insects, and a history of the solar panels.
4. Add more solar panels when needed.

K. RUSSELL PARK

Parcel 014-00436-0100. 0.43 of an acre of open green space along Le Sueur Street between Main Street and Bell Street.

Recommended Immediate Improvements

1. Conjoin the parcels (*Accomplished in 2021*)
2. Name the park (*Accomplished in 2021*)
3. Install public art (*Accomplished; the "Spirit of Madeline" sculpture was installed in 2022*)
4. Maintain informational sign (*Public Arts Committee installed interpretive sign in 2022; Chamber of Commerce maintains visitor-oriented sign annually.*)
5. Install memorial benches (*As of 2024, four benches had been installed*)

6. Maintain as a designated open green space. *(Note: The Town Board entered a formal permitting arrangement with Grampa Tony's restaurant to allow customers to set up tables and chairs in the park.)*

Long-Term Improvements

1. Restrooms; donation covenants allow a building on the Bell Street side of the parcel.

L. OTHER LAND

- 40 acres of bog surrounded by State Park (Parcel 014-00083-0300). *Note: Covenant requires that if Town does not use parcel for park land, it reverts to Ashland County.*
- 4.1 narrow acres of land east of Benjamin Blvd. on Big Bay Road (Parcel 014-00055-1000).

LAKE ACCESS POINTS

M. AMUNDSON LANE LAKE ACCESS

Parcel 014-00315-0200: Access and use are heavily restricted by agreement.

N. SCHOOLHOUSE ROAD LAKE ACCESS

Parcel 014-0020-0210: Approximately 25 feet of frontage under Town ownership.

Recommended Immediate Improvements

1. Signs *(No parking and kayak advisory signs were added in 2020.)*

O. GRANTS POINT/OLD FORT ROAD LAKE ACCESS

100-foot road right of way that extends to the Lake. Used extensively by the public.

Recommended Immediate Improvements

1. Should be surveyed and marked.

Long-Term Recommendations

1. Town should consider acquiring more land here.

P. GRIGGS APPROACH

Platted alley and easements used as a winter road access onto the ice.

Recommended Immediate Improvements

1. Lights needed in parking lot
2. Expand parking lot
3. Pave parking lot

Q. O'BRIEN APPROACH

Platted 40-foot road right of way. Serves as a winter road access onto the ice.

Recommended Immediate Improvements

1. Survey to establish boundary and parking area.
2. Establish ordinance to regulate parking and access to the lake.

R. MAIN STREET/MIDDLE ROAD APPROACH [Block 28 (CS 374 Lot 2 and CS Lot 1)]

26-foot approach (13-foot alley plus 13 feet of deeded land) that serves as another access point to the ice.

S. PICKEREL STREET

40-foot platted, but unopened, street to the Lake.

Recommended Immediate Improvements

1. Put in walking path.
2. Survey to establish boundary and mark with sign.

T. ALLEY BETWEEN BLOCK 27 AND BLOCK 28 (CS 374 LOT 1)

13-foot platted, but unopened, alley.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with sign.

U. ALLEY BETWEEN BLOCK 28 (CS 231 Lot 2) AND BLOCK 29

13-foot platted, but unopened, alley.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with sign.
3. Try to trade for land next to Main Street approach.

V. CHIEF BUFFALO LANE

60-foot platted street to Marina entrance. Adjacent to historic cemetery.

Recommended Immediate Improvements

1. Put in bench
2. Survey to establish boundary

3. Mark with sign

W. 16TH STREET BETWEEN BLOCK 46 AND LOT 31

40-foot platted, but unopened, street.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with sign.

X. NORTH SHORE LAKE ACCESS

Parcel 014-00330-0500. This site contains a fully developed, 8-foot-wide trail, consisting of over 300 feet of boardwalk, 700 feet of gravel path, and 600 feet of rough breaker rock to the lake on 17 acres and 590 feet of lakeshore, ravine, and small beach. The trail ends with a steep ramp into Lake Superior, with adjacent dock for protection, and stairs. The trail was developed primarily for winter lake access. The parcel is near 190 additional forested acres of inland Town land, which is surrounded mostly by extensive Wilderness Preserve holdings. This land should remain relatively wild and undeveloped.

Recommended Immediate Improvements

1. Install two-sided sign closer to the road, designating a walkway to the lake.

OTHER RECREATIONAL FACILITIES

La Pointe School Playground and Gym

Outdoor facilities include a basketball "court" and playground equipment.

Big Bay State Park

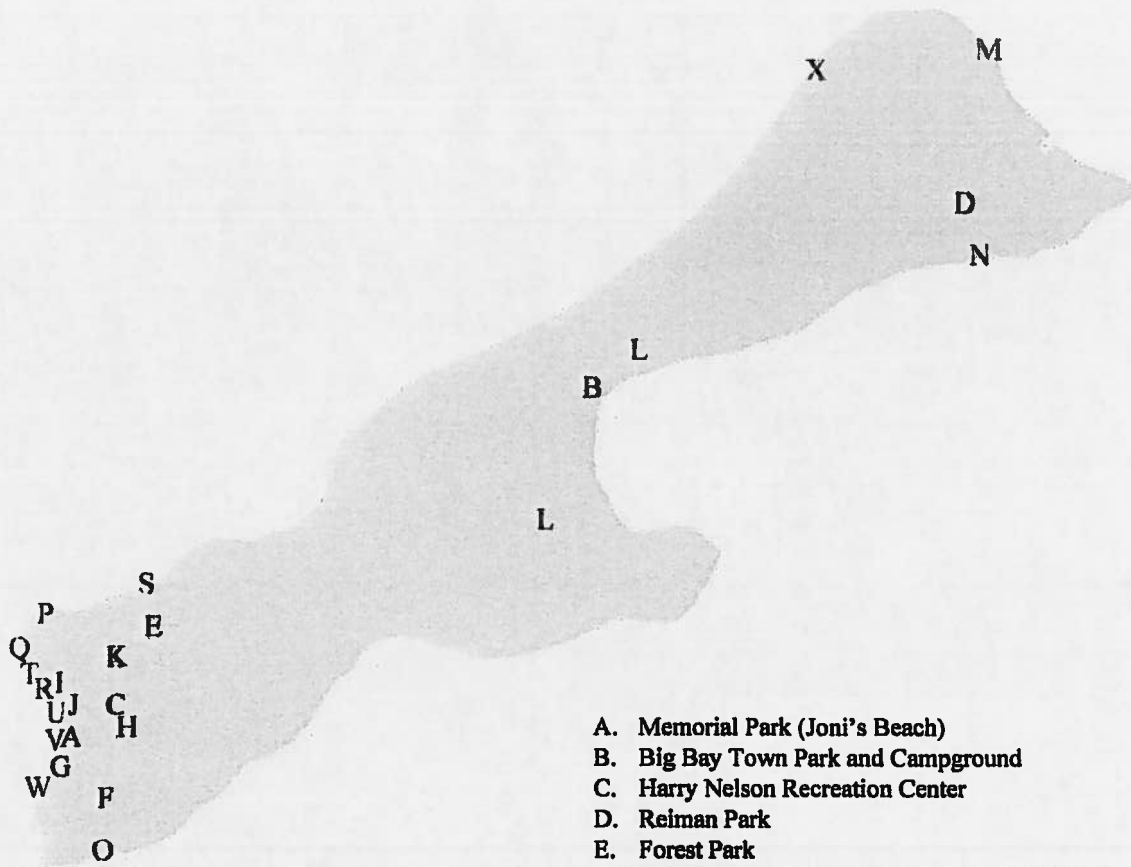
Facilities include 60 campsites, trails, beach. Fee for motorized vehicles.

Madeline Island Wilderness Preserve

2,300 acres of inland land open to the public, including most of Capser Trail, Burroughs Trail, and other "North End" trails.

Madeline Island Museum

Green space fronted by Main Street, used as commons area.



- A. Memorial Park (Joni's Beach)
- B. Big Bay Town Park and Campground
- C. Harry Nelson Recreation Center
- D. Reiman Park
- E. Forest Park
- F. South Shore Park Road
- G. Ojibwa Memorial Park
- H. Bog and Creek
- I. Russell Park
- J. Main Street Pocket Park
- K. Butterfly Garden and Solar Panels
- L. Other Land

- M. Amundson Lane Lake Access
- N. Schoolhouse Road Lake Access
- O. Grants Point/Old Fort Road Lake Access
- P. Griggs Approach
- Q. O'Brien Approach
- R. Main Street/Middle Road Approach
- S. Pickerel St.
- T. Block 27/28 alley
- U. Block 28/29 alley
- V. Chief Buffalo Lane
- W. 16th St. Lake Access
- X. North Shore Lake Access

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



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

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 5/8/24 Is this Expenditure Currently in the Budget? Y N
Requester's Name Evan Robert Erickson If not, where will funds come from? 53210-371
Budget Line Item # 53630-400 Currently in budget line item \$ \$ 944.18
Project Name Woodstock engine overhaul Date Needed 5/15/24
Purpose/Comments: Repair engine after cylinder #6 injector failure

Amount Estimate \$11,694.01 Checked State Purchasing Y N
Date Town Board approved: _____ SDS Needed? Y N

Purchasing policy recommends attaching 3 vendor quotes/estimates.

Recommended vendor: Meyer Sales Amount \$ \$ 11,694.01
Vendor #2 _____ Amount \$ _____
Vendor #3 _____ Amount \$ _____

Why did you pick this vendor? Worked on truck before, will work on it as soon as it arrives.
See narrative.

Chairperson _____ Date _____
Supervisor 2 _____ Date _____
Supervisor 3 _____ Date _____
Supervisor 4 _____ Date _____
Supervisor 5 _____ Date _____

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

Actual Cost _____ Actual Purchase Date _____

Revised 4/17/24

RECEIVED

MAY 9 2024

dg

Town Board Members,

Unfortunately, we have run into some major repairs that need to happen to the MRF hauling truck "Woodstock". Earlier this year Michael H had a fuel injector failure on cylinder #6. The truck was towed to Meyer International Truck in Cameron, WI and at the shop they found that the tip of the fuel injector had a catastrophic failure. Meyer Truck proceeded with replacing the failed injector. Tuesday April 29th Michael H was hauling a load of demolition to Ashland, and just before going into Ashland the truck started to run rough. He brought the truck to Truck Country Truck Shop in Ashland where the Technician found that it was cylinder #6 that was misfiring. The fuel injector for cylinder #6 was still under warranty so a new one was ordered since we thought we had a faulty part. The technician installed the fuel injector, but Woodstock was still not running correctly at cylinder #6.

After multiple phone calls and discussions with Meyer International service department and the Technician in Ashland, it's determined that Woodstock needs an engine in frame overhaul (see attached estimate). From my discussions with Meyer International, when there is a major injector failure, 90% of the time you can replace the fuel injector and there is no damage caused by the failure, but there are chances that damage can happen to the cylinder walls and issues may not come up until many hours after the repair. I am choosing to work with Meyer International because they can get the truck in right away, they have worked on this truck in the past and are familiar with it, and our only other option is over in Superior. Parts are readily available and there is a machine shop near Meyer International that will machine the cylinder head with short turnaround. The turnaround for this repair in total is about 2 weeks. It should also be noted that this engine has almost 10,000 hours on it and was probably due for an overhaul in the next couple of years anyways.

This is the downside of purchasing used equipment and we will have to deal with the cost of the breakdowns down the road. This truck is necessary to keep our community running and after this repair we will have a good truck with a fresh engine for a reasonable price.

Respectfully Submitted,

Evan Robert Erickson



MEYER SALES COMPANY, INC.
 P.O. BOX 279 - 600 NORTH FIRST STREET
 CAMERON, WI 54822
 715-458-2838

***** Customer Review *****
 Date / Time: 5/8/2024 1:28:45PM
 Repair Order: 341
 Customer: 4433
 Branch: CAMERON
 Invoice Total: \$11,694.01
 Charge
 Page 1 of 2

Bill To: LA POINTE, TOWN OF *
 PO BOX 270
 240 BIG BAY ROAD
 LA POINTE, WI 54850
 Shop: 715-747-2156 LAURE

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

Customer P/O: _____ **Created By:** Jomson **Completion Date:** _____

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

Task: 1 OVERHAUL **INFRAME OVERHAUL** **Department:** SERVICE
Complaint: INFRAME OVERHAUL OF ENGINE

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Ext Price
	ENVIRO	ENVIROMENTAL CHARGE	Misc		1.00	70.00	70.00
NAV	FLTWK1878205	KIT,ENG O/H-DT530 ESN & ABOVE; 1994039	Part	EACH	1.00	1,711.89	1,711.89
NAV	1824955C2	BOLT,LG CYL HEAD/NGD	Part	EACH	8.00	40.12	240.72
NAV	1824954C3	BOLT,SHORT CYL HEAD/NGD	Part	EACH	20.00	42.21	844.20
NAV	1827078C2	BOLT,MAIN BRG CAP/NGD UP TO 2005/8	Part	EACH	14.00	29.40	411.80
ZSH	ZSH9404208021G	COOLANT,ELC NOAT (50/50) GAL JUG	Part	EACH	12.00	16.82	201.84
CHA	17164	OIL, 15W-40 PURUS, BULK	Part	QUART	38.00	3.88	138.96
	MISC	REBUILD HEAD	Misc		1.00	1,500.00	1,500.00
	MISC	MISC SHOP SUPPLIES	Misc		1.00	1,500.00	1,500.00

QUOTE



MEYER SALES COMPANY, INC.
 P.O. BOX 279 - 600 NORTH FIRST STREET
 CAMERON, WI 54822
 715-458-2838

***** Customer Review *****
 Date / Time: 5/8/2024 1:28:45PM
 Repair Order: 341
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 Charge
 Page 2 of 2

Bill To: LA POINTE, TOWN OF *
 PO BOX 270
 240 BIG BAY ROAD
 LA POINTE, WI 54850
 Shop: 715-747-2156 LAURE

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

Customer P/O:

Created By
 jomson

Completion Date:

Totals

Total Parts:	\$3,549.01
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$5,075.00
Total Miscellaneous:	\$3,070.00
Invoice Subtotal:	\$11,694.01
Total Tax:	\$0.00
Invoiced Total:	\$11,694.01

Payment Method

Charge

I hereby authorize the above repair work to be done along with any necessary materials. You and your employees may operate above vehicle for the purposes of testing, inspection and delivery at my risk. An expressed mechanics lien is acknowledged on above vehicle to secure the amount of repair thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control or any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I understand that all charges are due upon delivery of the vehicle. I acknowledge receipt of a copy of this agreement.

Customer Signature: _____

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911.

Date: _____

(5)TB, TA, A, Clerk, Public
Employee's Initials

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

RELEASE/WAIVER

This Indemnification and Hold Harmless Agreement (the "Agreement") is made this _____ day of _____, 20____, by and between the Town of La Pointe, 240 Big Bay Road, P.O. Box 270, La Pointe, WI 54852 (hereinafter the "Town") and _____ of _____, WI _____, (hereinafter the "Employee"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Town owns certain property, that being automobile garages located at 793 and 795 Big Bay Road, La Pointe, WI 54850, and 84810 Old San Road, Bayfield, WI 54814 including all of the tools, supplies, and equipment located therein (collectively the "Garage"), which the Employee wishes to use to work on a personal vehicle to which he/she holds title;

WHEREAS, the Town requires that the Employee release and indemnify the Town as part of the consideration in the Town allowing the Employee to enjoy use of the Garage;

THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which both parties acknowledge, the parties agree as follows:

1. ARTICLE I: INDEMNITY, HOLD HARMLESS AGREEMENT, AND LIMITATION OF LIABILITY.

The Employee agrees to indemnify and hold harmless the Town, its employees, affiliates, committees and subcommittees, the Harbor Commission, and its agents, from and against all claims, damages, losses, expenses, and/or attorneys' fees whatsoever arising out of or in any way related to the Employee's use of the Garage for any claims, damages, losses, expenses, and/or attorneys' fees of any kind in any way related to the use of the Garage, whether or not unforeseeable. Presentation of this Agreement shall constitute a complete defense for the Town and trigger the Employee's duty to defend the Town with counsel of the Town's choice at Employee's expenses should any claims be made against the Town. Employee personally assumes all risks from any negligent acts or omissions occurring during, or arising out of,

RECEIVED
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Employee's Initials: _____

Employee's use of the Garage and hereby releases the Town, its employees, affiliates, committees and subcommittees, the Harbor Commission, and its agents, for any injuries or damages arising out of any negligent acts or omissions which may arise from Employee's use of the Garage, whether or not unforeseeable.

2. **ARTICLE II: COMPLIANCE WITH LAWS.** The Employee will use the Garage in compliance with all applicable federal, state, and local laws and regulations.

3. **ARTICLE III: SUPREMACY.** Where there is a conflict between the terms and conditions stated in any other document used between the Parties and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. **ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF EMPLOYEE.** The Employee represents and warrants to the Town in connection with entering into this Agreement as follows:

A. The Employee is lawfully able to sign this Agreement, is eighteen (18) years of age or older, has read this Agreement, understands this Agreement, and agrees with this Agreement;

B. The Employee has all requisite power and authority to execute and deliver this Agreement and has all necessary power and authority to perform the obligations of the Employee as set forth herein;

C. This Agreement, when duly executed and delivered, will constitute a binding legal obligation enforceable in accordance with its terms;

D. The entering of this Agreement will not result in any violation of any of the terms and provisions of any Agreement, written or oral, to which the Employee may be a party; and

E. The performance by the Employee of all of its obligations hereunder, including the holding of the Event, will be conducted in compliance with all applicable laws.

5. **ARTICLE V: PERMISSIVE USE.** Employee acknowledges that any use of the Garage is conditioned upon receiving written permission from the Town in advance. Specifically, Employee must have explicit written permission from their immediate supervisor. The Town shall have the

sole discretion to grant or deny use of the Garage for any reason or no reason. Nothing in this Agreement shall be interpreted as giving Employee any particular right to use the Garage.

6. **ARTICLE VI: GOVERNING LAW.** This Agreement shall be governed by and construed consistent with the laws of the State of Wisconsin.

7. **ARTICLE VII: BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of each party hereto including their heirs, personal representatives, successors and assigns.

8. **ARTICLE VIII: SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforced to the fullest extent possible with the remaining provisions being interpreted as if the invalid provision(s) were not contained herein.

9. **ARTICLE IX: INTERPRETATION.** It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the interpretation of this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

10. **ARTICLE X: ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and explicitly supersedes and replaces any contract or agreement regarding the subject matter hereto. This Agreement may not be modified except in writing signed by both Parties.

11. **ARTICLE XI: WAIVER.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to enforce and compel strict compliance with every provision of this Agreement.

12. **ARTICLE XII: NO UNDUE BURDEN.** The Employee acknowledges that: (1) this Agreement has been specifically bargained between the Parties and reviewed thoroughly by the Employee, (2) the Employee has had an opportunity to obtain legal counsel and is hereby advised to do so, and (3) the provisions herein and duties imposed upon the Employee are fair, reasonable, and

Employee's Initials: _____

minimally necessary to protect the legitimate business interests of the Town, and such covenants and duties will not place an undue burden upon the Employee in the event of strict enforcement of the covenants contained herein.

13. ARTICLE XIII: EXECUTION. This Agreement may be executed in parts and counterparts, each of which, constitute an original and all of which, taken together, represent one Agreement. Signatures may be made electronically. A copy of this Agreement shall be valid as an original.

The parties hereby acknowledge and agree to the terms of this Agreement as of the date and year first written above.

TOWN: TOWN OF LA POINTE

EMPLOYEE: _____

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

DRAFT MAY 10, 2024

**Lease Agreement Between the Town of La Pointe and
St. John's United Church of Christ for the "Island Closet" Building**

This Lease Agreement is entered into on May 1, 2024 between the Town of La Pointe (hereinafter "Town") and St. John's United Church of Christ (hereinafter "Church"), a nonprofit corporation.

The Town and the Church agree to the following:

- 1) The Town owns a building at 412 Big Bay Road (hereinafter "Island Closet" or "Premises").
- 2) The Town desires to ensure the availability of free and reduced cost clothing, furniture, and other items to the community. To assist with this, the Town agrees to lease the Island Closet to the Church from May 1, 2024 through October 20, 2024, and from May 1, 2025, through October 20, 2025, at a lease rate of one dollar (\$1.00) per month or portion thereof. The lease will be reviewed each year.
- 3) The Town will cover the cost of the following utilities: heat and electricity.
- 4) The Town will assume responsibility for maintenance of the grounds (including lawn care and snow removal), maintenance of the structure (such as painting, roof, door, and window replacement) and physical plant of the Island Closet (including furnace, electrical, and general maintenance).
- 5) The Church will assume responsibility for keeping the inside of the structure clean, neat, and safe for all to navigate. Nothing will be placed or stored outside of the building when the Island Closet is not open.
- 6) The Island Closet can operate only during the times the Materials Recycling Facility (hereinafter "MRF") is open. The Island Closet manager is guaranteed access to the Island Closet anytime MRF staff are on site.
- 7) The Church must remove all contents from the Island Closet building by October 20 of each year so the Town can use the building for winter storage. The Town will remove all contents from the Island Closet building by April 15 of each year in preparation for opening the Island Closet. At the time of each transition, the Town and the Church will conduct a building walk-through, review the lease terms, and discuss any improvements/changes that should/could be made to either the building or the agreement.
- 8) The Church will provide to the MRF Supervisor the name(s) of the person(s) responsible for supervision of the Island Closet's staff and volunteers. The Town has no supervisory control over any staff utilized by the Church under the terms of this lease agreement.
- 9) Town staff, including MRF staff, cannot be responsible for any Island Closet-related activities, including, but not limited to, drop-off assistance, organizing, disposing of items, or any retail duties whatsoever.

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MAY 10 2024

Initial: dg

DRAFT MAY 10, 2024

10) The Town will designate an area for Island Closet parking that will include at least 10 parking spaces. Island Closet staff are responsible for providing appropriate signs to direct traffic to the parking area and, if necessary, to physically direct traffic to the parking area to minimize congestion for MRF operations.

11) Emergency Contacts

Town

Marty Curry: 715-209-2419

Ray Hakola: 715-663-0191

Church

NAME AND PHONE

NAME AND PHONE

12) The Town will provide General Liability/Property Damage Insurance on the grounds and building. The Church will maintain General Liability Insurance of \$1,000,000 and business property damage insurance for the Island Closet building contents. The policy will name the Town of La Pointe as an Additional Insured "Manager or Lessors of Premises." A copy of the Certificate of Insurance will be kept on file with the Town. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this agreement.

13) The Church as tenant will protect, indemnify, and save the Town as Landlord, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the Church or anyone claiming by, through or under the Church; (b) any failure on the part of the Church to perform or comply with any of the terms of this Lease or any other agreements affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit, or proceeding is brought against the Town by reason of any such occurrence, the Church will, at the Church's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to the Town.

Notwithstanding the foregoing, the Church shall not be responsible for the negligence and willful misconduct of the Town, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof.

14) The Church is not a sub-contractor of the Town.

15) It is mutually agreed that any disagreements or disputes will be brought forward to the Island Closet Manager and the MRF Supervisor for resolution as soon as possible. Should the dispute not get settled through Island Closet Manager and MRF Supervisor discussions, it is agreed that the Public Works Director and the Reverend Rachel Baumann will be notified and will work together to mutually resolve any dispute.

DRAFT MAY 10, 2024

16) This agreement may be modified at any time by mutual agreement of the Town and the Church.

Town

Church

Glenn Carlson, chair

Council president

Attest: Alex Smith, clerk

Date

Mike Anderson, supervisor

Aimee Baxter, supervisor

Sue Brenna, supervisor

Samantha Dobson, supervisor

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

TOWN OF LA POINTE
CERTIFIED SURVY MAP APPLICATION

RECEIVED 4-23-2024

TAX PARCEL # 014-00116-0700

ZONING DISTRICT: W-P ~~W-1~~ R-1 R-2 R-3 S-1 S-2 C-1 L-Z
(circle all that apply)

LAND DESCRIPTION 3.52 ACRE LOT JUST WEST OF MAJOR GILBERT FIELD ON COUNTY HIGHWAY "H", SEE CSM.

PROPERTY OWNER(S): AIRPORT IDEAS, INC.
MAILING ADDRESS: 1198 SUNNY SLOPE RD, PO BOX 222, LA POINTE, WI 53042
DAYTIME PHONE: 715-209-1074

TAX PARCEL # 014-~~_____~~

ZONING DISTRICT: W-P W-1 R-1 R-2 R-3 S-1 S-2 C-1 L-Z
(circle all that apply)

LAND DESCRIPTION SEE CSM APP. ATTACHED

PROPERTY OWNER(S):
MAILING ADDRESS:
DAYTIME PHONE:

If more than two properties are involved, please attach additional ownership/contact information to this application. All property owners must sign and date this application. Application is to be completed in ink.

PLEASE DESCRIBE THE PURPOSE OF THIS CERTIFIED SURVEY MAP:

TO DIVIDE THIS 3.52 (3.1 A W/O ROW) ACRE PARCEL INTO 3 RESIDENTIAL LOTS OF 21.0 ACRES EACH.

"I (we) declare that with this application (including any accompanying schedule) has been examined by me (us) and to the best of my (our) knowledge and believe it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing that will be relied upon by the Town Plan Commission and/or Zoning Administrator. I (we) further accept all liability which may be a result of Town Plan Commission and/or Zoning Administrator relying on the information provided in this application. I (we) agree to comply with Technical Memorandum #3 Subdivision Regulations, Ashland County Subdivision Regulations and Chapter 236 of the Wisconsin State Statutes. I (we) agree to permit officials charged with administering the Zoning Ordinance or any other authorized person to have access to the above described properties at any reasonable time for inspection"

SIGNATURE OF OWNER(S): Thomas E Nelson THOMAS E. NELSON DATE: 4.23.2024

SIGNATURE OF OWNER(S): KYE MANUEL CASTILLO DATE: 4.23.2024

THE SUBDIVIDER SHALL FILE 20 COPIES OF THE CERTIFIED SURVY MAP (CSM) WITH THIS APPLICATION AND FEES AT LEAST 15 DAYS PRIOR TO THE MEETING OF THE LA POINTE TOWN PLAN COMMISSION. BEFORE SUBMISSION OF THE CSM, THE SUBDIVIDER IS ENCOURAGED TO CONSULT WITH THE LA POINTE PLAN COMMISSION OR THE ZONING ADMINISTRATOR REGARDING GENERAL REQUIREMENTS AFFECTING THE PROPOSED DIVISION OF PROPERTY. /DONE W/ED-2A

THE SUBDIVIDER SHALL RECORD THE MAP WITH THE COUNTY REGISTER OF DEEDS WITHIN 30 DAYS OF ITS APPROVAL BY THE TOWN BOARD. THE SUBDIVIDER SHALL FILE 5 COPIES OF THE FINAL CERTIFIED SURVEY MAP, RECORDED AT THE ASHLAND COUNTY REGISTER OF DEEDS OFFICE WITH THE TOWN OF LA POINTE ZONING ADMINISTRATOR.

FEE AMOUNT \$ 250⁰⁰ OFFICE USE ONLY AMOUNT REC'D \$ 250 CK 6027 DATE 4/25/24 RECEIVED APR 25 2024

TPC RECOMMENDATION MADE TO THE TOWN BOARD ON 5/7/24 TO APPROVE DENY

TOWN BOARD MOTION ON ___/___/___ TO APPROVE DENY

RECORDED AT THE ASHLAND COUNTY REGISTER OF DEEDS ON: ___/___/___ CSM # _____ Initial: dg

ASHLAND

BAYFIELD COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 OF SECTION 20, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 OF SECTION 20, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 20 AND RUN N 89°33'18" W, 1487.30 FEET ON THE SOUTH LINE OF SAID SECTION 20, TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS:

CONTINUE N 89°33'18" W, 506.80 FEET ON SAID SOUTH LINE. THENCE LEAVING SAID SOUTH LINE, N 00°45'02" E, 182.13 FEET TO THE CENTERLINE OF COUNTY HIGHWAY "H". THENCE ON SAID CENTERLINE, N 85°00'00" E, 582.67 FEET. THENCE LEAVING SAID CENTERLINE, S 00°45'02" W, 423.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 153,558 SQUARE FEET, WHICH IS 3.52 ACRES, INCLUDING THAT LAND LYING WITHIN THE RIGHT OF WAY OF COUNTY HIGHWAY H.

SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY;

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY;

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES, THE TOWN OF LA POINTE SUBDIVISION CONTROL ORDINANCE AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY, DIVISION AND MAP; AND

THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON

PLS - 3071

ASHLAND COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

AS ASHLAND COUNTY SURVEYOR, I AM APPROVING THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IN THAT IT COMPLIES WITH SECTION 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-6 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE.

APPROVED THIS _____ DAY OF _____ 2024

PATRICK MCKUEN
ASHLAND COUNTY SURVEYOR

ASHLAND COUNTY ZONING APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE ASHLAND COUNTY ZONING DEPARTMENT.

BRUCE BLAKEMAN - ZONING AGENT DATED THIS _____ DAY OF _____ 2024.

CERTIFICATES

CLIENT: TOM NELSON
JOB NO: 193/198
SCALE: ONE INCH = 80 FEET
DATE: 4/18/2024
FIELD WORK COMPLETED: 4/17/2024

FILE: 14/1200041/SEC20
ACOR: MSL_104_NELSON_CSM
PSMD: N13070
NR: 00 PG: 00
DRAFTED BY: TED
SHEET 3 OF 3 SHEETS

**NELSON
SURVEYING
INCORPORATED**

101 N. LAW STREET
LAPOINTE, WISCONSIN 54601
(715) 845-2100
www.nelsonsurveying.com
MAP NO. CSM 3409
SURRENDER YOUR NEXT OF THE TOWN SINCE 1836

ASHLAND

~~BAYFIELD~~ COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 OF SECTION 20, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN

LA POINTE TOWN BOARD APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE LA POINTE TOWN BOARD.

_____ DATED THIS ____ DAY OF _____, 2024.
GLENN CARLSON - CHAIRMAN

TOWN OF LA POINTE PLANNING AND ZONING APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF LA POINTE PLANNING COMMISSION.

_____ DATED THIS ____ DAY OF _____, 2024.
ED SCHIFFER - ZONING ADMINISTRATOR

CERTIFICATES	CLIENT: TOM NELSON	FILE: 4/15/2024/SEC20	NELSON SURVEYING INCORPORATED SURVEYING FROM THE BEST OF THE WOODS SINCE 1804
	JOB NO: 102/198 DATE: 4/18/2024 FIELD WORK COMPLETED: 02/11/2024	ACAD: NSL198_NELSON_CSM PSDAD: NT5070 NSL 198 CSM DRAFTED BY: TZO SHEET 3 OF 3 SHEETS	

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

COMMERCIAL LEASE

This indenture made this DATE day of MONTH 2024, by and between Town of La Pointe Harbor Commission, Lessor and David G. Johnson and Michael S. Rasmus, Three Labs Up North LLC, DBA-Dockside Gifts, Tenant.

1. **WITNESSETH**, that the Lessor in consideration of the rents and covenants to be paid and performed by the Tenant does hereby demise, lease and let to the Tenant the land and building located at Lot Six (6), Block Twenty-six (26), Town of La Pointe, and fixtures and equipment located thereon in the Town of La Pointe, County of Ashland, State of Wisconsin.

2. **Deposit.** Tenant has on deposit with landlord the sum of one thousand dollars (\$1,000.00) as a security deposit to secure Tenant's faithful performance of the terms of this lease. After the Tenant has vacated, the Lessor may use the security deposit for any extraordinary wear and tear or damage to the Premises, and any rent or other amounts owed pursuant to the lease agreement.

Tenant may not use said deposit for rent owed during the term of the lease. Within twenty-one (21) days of the Tenant vacating the Premises, Lessor shall furnish Tenant a written statement indicating any amounts deducted from the security deposit and returning the balance to the Tenant. If Tenant fails to furnish a forwarding address to Lessor then Lessor shall send said statement and any security deposit refund to the leased Premises.

3. **Term and Rent.** To have and to hold the above Premises without any liability or obligation on the part of the Lessor of making any alterations, improvements or repairs of any kind on or about the Premises or the building or buildings of which they are a part, or the equipment, fixtures, plumbing, appliances or machinery in upon or serving the same, or the streets, alleys, area, area ways, or passages adjoining or appurtenant thereto, other than as set forth in Paragraphs 5 and 24 herein, for the term from the 1st day of May, 2024, to the 31st day of October 2025, and the said Tenant agrees pay to the Lessor as rent for the above-named Premises

\$1,781.00 per month on the first day of each month commencing May 1, 2024 –October 31st, 2025

The term of this lease shall expire on the 31st day of October, 2025.

4. **Renewal.** Provided that Tenant is in possession of the demised Premises, and that this lease is not previously cancelled or terminated by either party as in this lease provided, by operation of law or otherwise, and further provided that Tenant has faithfully complied with and performed all of the covenants and conditions in this lease on its part to be performed during the term, and is not in default at the time of exercise of this option, then Lessor and Tenant agree that Tenant shall have the option to extend the term of this lease for one twenty-four (24) month term commencing at the expiration of the term of this lease, upon the same terms, covenants and provisions herein set forth, except that the parties must negotiate and agree on a new monthly rent payment. The option for said Renewal Terms shall be exercised by Tenant giving Lessor not less than ninety (90) days' written notice of intention so to extend the term prior to the expiration of the term of the lease.

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MAY 7 2024

Initial: _____

5. **Tenant to Maintain and Surrender Premises in Good Order.** The Tenant also covenants and agrees with the Lessor as follows:

That the Tenant will keep at his own expense the demise Premises and the equipment, plumbing, drains, fixtures, appliances and machinery in, upon, serving or appurtenant to said demised Premises, in good repair and in good sanitary condition during said term, and that he will replace at his own expense promptly any and all broken glass in or about said Premises with glass of the same quality; that he will make no alternations in or additions to said Premises, without first obtaining the Lessor's written consent, and that he will not use or permit anything upon said Premises that may be dangerous to life or limb, and that he will not in any manner deface or injure said demised Premises, or any part thereof, or overload the floors, or do or permit anything to be done upon said Premises or in the passageways, alleys, area, area ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance; and that he will not use said Premises or permit the same or any part thereof to be used for lodging or sleeping purposes, or for any purpose contrary to the laws, ordinances or regulations of the United States of America of the State of Wisconsin, or the Town of La Pointe and the Tenant agrees to return said Premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, loss by fire and ordinary wear expected.

6. **Ice and Snow.** Tenant further covenants and agrees to keep the sidewalks bordering on said demised Premises (where the leased space borders upon a sidewalk or passageway) at all times free from ice and snow and other obstructions.

7. **Signs.** Tenant shall not erect or permit to be erected on said Premises, any signs on the exterior of the Premises or buildings without the written consent of Lessor (which consent shall not unreasonably be withheld) endorsed hereon nor place or permit to be placed in any portion of any of the demised Premises any weight or weights in excess of the reasonable or safe carrying capacity of the structure except that Tenant shall have the right to change and use the existing signs. Signage must conform to local zoning ordinance(s) of the Town of La Pointe.

8. **Conditions of Premises.** The Tenant acknowledges the receipt of the demised Premises and the same to be in good and sanitary conditions, and in good repair, and the taking possession of the demised Premises by the Tenant shall be conclusive evidence that the demised Premises, and the equipment, plumbing, drains, fixtures, appliances and machinery therein, were at the time of so taking possession thereof in good, clean, sanitary and tenantable conditions, and in all respects satisfactory and acceptable to the Tenant, and in the condition in which they were represented to the Tenant to be and agreed to be put in by the Lessor; and the Tenant hereby releases the Lessor from any and all claims arising from any defect in the condition of said demised Premises, or the equipment, fixtures or appliances in or serving said Premises, and the building or buildings or which they are a part, and the streets, alleys, area, area ways, passages or sidewalks adjoining or appurtenant thereto. The Tenant takes the Premises "AS IS." The parties shall execute and sign a joint real estate condition report, documenting the condition of the Property at the outset of this Lease, which shall be in substantially the same form as attached Exhibit A.

9. **Subleasing.** The Tenant agrees that they will not sublet the demised Premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the Lessor endorsed thereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time

occur or be desired, and that nothing whatever shall be held to be a waiver of or supersede the necessity or such endorsement.

10. **Bankruptcy.** Any assignment, sale in bankruptcy or insolvency of the Tenant may, at the option of the Lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

11. **Liability of Lessor and Tenant.** The Tenant further agrees that Lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by the Tenant, or by any other person or persons due to the demised Premises or the buildings of which the demised Premises are a part, or the equipment, fixtures, appliance or machinery in or upon the same, or the halls, passages, areas, area-ways and sidewalks or streets adjoining or appurtenant to the same being or becoming out of repair or defective, or due to the happening of any accident, or due to any act or neglect of the Tenant, or any tenant or occupant of said building, or of any other person, persons or corporations, or by the bursting of pipes, or by the use or misuse of any instrumentality or agency in or connected with the demised Premises or the building of which it is a part, or occasioned by any nuisance made or suffered thereon or therein.

12. **Indemnity.** The Tenant assumes all liability and obligations on account of all damages on account of the matters and things above referred to, and agrees to save the Lessor harmless thereon and therefrom, and to indemnify the Lessor on account thereof. Tenant agrees to indemnify and save harmless Lessor from and against all claims whatever nature arising from any act, omission or negligence of Tenant, or Tenant's officers, employees, agents, servant, licensee, invitee, or contractors, arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person during the term or any extension hereof in the leased Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities in connection with any such claim or proceeding thereon and the defense thereof.

13. **Notice to Clean Premises.** The Tenant further covenants and agrees that the service of notice by any officer of the Town of La Pointe, County of Ashland or a state entity upon either party to this lease to clean said Premises, or to do any other act in connection therewith, shall be conclusive evidence as between the parties hereto of the breach of the Tenant of the covenant with respect to the nonperformance of which by the Tenant such notice has been served.

Any notice from the Lessor to the Tenant, relating to the demised Premises or the occupancy thereof, shall be deemed duly served if left at the demised Premises addressed to the Tenant.

14. **Tenant to Comply with Town Regulations.** The Tenant further covenants and agrees to its own expense to observe and keep all regulations and requirements of the Town of La Pointe, Wisconsin or other public authorities in force at the time of the taking possession by the Tenant of the demised Premises or which may thereafter be made regarding the conditions and conduct of said demised Premises, any part thereof, and the sidewalks adjacent thereto, including all buildings, fire sanitary, police or other regulations.

15. **Taking for Public Use.** The Tenant further agrees that if the demised Premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

16. **Destruction by Fire.** It is further agreed between the Lessor and the Tenant that if during the term of this lease the demised Premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised Premises unfit for occupancy, or makes it impossible to conduct the business of the Tenant thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the Tenant shall immediately surrender the demised Premises and all interest therein to the Lessor, and the Tenant shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised Premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised Premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said Premises within sixty (60) days from the happening of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise.

17. **Quiet Environment.** The Lessor agrees and covenants that the Tenant, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said Premises for the term aforesaid, except as in this lease otherwise provided.

The Lessor agrees that if the Premises hereby leased shall at the time hereinbefore stipulated for the beginning of the term of this lease, be in the possession and occupancy of any person not lawfully entitled to said possession and occupancy, the Lessor shall use due diligence to obtain possession thereof for the Tenant, but it is expressly understood and agreed that the Lessor, using due diligence as aforesaid shall not in any way be liable for any failure to obtain the possession of the Premises for the Tenant and that this lease shall not be affected in any way by any such failure to obtain possession except that the rentals hereunder shall be abated until possession shall be secured by the Lessor for the Tenant and written notice to that effect given by the Lessor to the Tenant.

18. **Improvements.** It is understood and agreed with respect to all alterations and repairs, improvements or alterations to said demised Premises, or any part thereof, which shall only be with the written consent of the Lessor, that Tenant shall and will in each instance save said Lessor and said Premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts or negligence of said Tenants or their agents, contractors or employees, or upon the negligence of any other person or persons in or about said Premises or upon the failure of any or either of them to observe and comply with the requirements of the law or with the regulations of the authorities in the said Town of La Pointe, Wisconsin and will preserve and hold the Lessor and said Premises forever free and clear from liens for labor and material furnished.

19. **Breach.** It is further agreed between the Lessor and Tenant this lease is made upon the condition that if the Tenant shall fail to make any payment of rent, any payment of taxes or payment in lieu of taxes, or any payment of insurance premiums, or payment in lieu of insurance payments, or if the leasehold interest of the Tenant shall be taken on execution or other process of law, or if the Tenant shall vacate said Premises or abandon the same during the term of this lease, or if the Tenant shall neglect or fail to keep, observe, and perform any of the other covenants or agreements contained in this lease, within ten (10) days after written notice by Lessor to Tenant, by ordinary mail of such neglect or failure, then and in any of said cases the Lessor may immediately or at any time thereafter, and without further notice or demand:

A. Enter into and upon said Premises, or any part thereof, in the name of the whole, and take absolute possession of the same fully and absolutely without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant for the full term of this lease, and may at the Lessor's election lease or sublet said Premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by the Lessor from such reletting on the rentals stipulated to be paid under this lease by the Tenant from time to time, collect from the Tenant any balance remaining due from time to time on the rent reserved under this lease, charging to the Tenant such reasonable expenses as the Lessor may expend in putting the Premises in tenantable condition.

B. Or the Lessor may at his election and upon written notice to the Tenant declare this lease forfeited and void, and may thereupon re-enter and take full and absolute possession of said Premises as the owner thereof, and free from any right or claim of the Tenant, or any person or persons claiming through or under the Tenant; and such election and re-entry last mentioned shall be and constitute an absolute bar to any right to enter by the Tenant upon the payment of all arrearages of rent and costs after a dispossession under any suit or process for breach of any of the covenants of this lease, and the commencement by the Lessor of any action to recover possession of said Premises aforesaid shall be deemed a sufficient notice of election of said Lessor to treat this lease as void and terminated, without the written notice above specified, unless the Lessor shall in writing, before beginning such proceeding, notify the Tenant that after obtaining such possession the Lessor will continue to look to the Tenant for performance of this lease and will submit the Premises on the Tenant's account, in the manner as above provided.

20. **Removal.** Tenant, upon leaving the Premises hereby leased, shall at his own expense, remove all dirt, rubbish and refuse, and upon Tenant's failure so to do, Lessor may immediately without further notice to Tenant do the same at Tenant's expense, which the Tenant shall immediately pay upon receipt of a bill for same from Lessor. Any property left in the Premises after the expiration or termination of this lease shall be deemed to have been abandoned and to be the property of Lessor to dispose of as Lessor deems expedient without liability to either party.

21. **Notice of Vacancy. Rights of Lessor to Terminate.** If the Tenant remains in said Premises after the expiration of the term of this lease, such remaining in possession shall not, except at the option of the Lessor, extend the term of this lease, and the Tenant shall promptly vacate said Premises; and if for any reason Tenant does not promptly vacate the Premises at the end of the term, the Tenant agrees to pay the Lessor, for such time as elapses between the end of the term of this lease and the time when the Tenant actually vacates the Premises, a pro rate rental equal to one and one-half (1 ½) times the rent provided to be paid during the term of the lease.

22. **Right of Entry.** The Lessor shall at all times have the right to enter upon said Premises to inspect their condition, and at his election to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require the Lessor to make such repairs, and the Lessor shall have the right during the last 30 days of the term of this lease to place and maintain on the demised Premises and in the windows thereof the usual notice of "To Let" or "To Rent," and to show said Premises to prospective tenants.

23. **Heirs and Others.** Each of the covenants, provisions, terms and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of the Lessor and Tenant respectively.

24. **Utilities, Repairs and Maintenance.** The Tenant shall pay for the sewer and electric utilities furnished to the Premises, and metered by the Tenant by separate meter, and the Tenant shall pay for all additional utilities furnished to the Premises and shall pay for its own janitorial services. Utilities shall include with limitation water, sewage, sewage taxes, garbage renewal, electricity, heat, gas and extermination. Tenant shall be responsible for all repairs to and maintenance to the Premises except structural repairs to the building. However, Lessor shall apply any proceeds of casualty insurance covering the Premises toward the cost of such repairs.

25. **Fixtures and Improvements.** Any improvements or fixtures which may be made or installed by Tenant shall remain upon the Premises, and at the termination of this lease for any reason shall be surrendered with the Premises as a part thereof. Tenant may remove from the Premises at the termination of this lease, any of Tenant's personal property and equipment, but only so long as Tenant is not then in default under the terms of this lease.

Fixtures to remain as part of the Premises include, without limitation, light fixtures attached to the floor, walls or ceilings, such as track lighting, as well as the bulbs and other parts of such light fixtures, floor, wall and ceiling coverings, electrical hook-up, air conditioning units and ducts, and other items directly attached to the floor, walls and ceiling.

26. **Taxes and Assessments.** Lessor shall be responsible for all real property taxes and special assessments. Tenant shall be responsible for all taxes associated with its business including without limitation withholding taxes for employees and sales taxes for merchandise.

27. **Insurance.** During the term of the lease, Lessor shall carry fire and extended coverage insurance for the building located upon the Premises for its full insurable value.

Tenant shall carry general comprehensive public liability insurance for the Premises with limits of at least \$1,000,000.00, and provide the Town with a current certificate of insurance. The Town of La Pointe shall be named as an additional insured.

NOTE: Tenant may at its option purchase Time Element Coverage (frequently referred to as loss of income, business interruption and/or extra expense coverage) at Tenant's own expense. It is understood that Lessor will not purchase such coverage nor have any such coverage available for Tenant, and Lessor is not liable for any consequential loss incurred by Tenant arising from damage to the leased Premises, whether or not Lessee chooses to purchase such coverage.

28. **Waiver of Subrogation.** Lessor and Tenant shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Premises or its contents, regardless of whether such loss or damage is caused by the negligence of Lessor or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Landlord and Tenant pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Tenant shall, at the

request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

29. **Interruption of Service.** Lessor shall not be liable in damages or otherwise if the furnishing by any supplier of any utility service or their service to the Premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of necessary repairs or improvements or by any causes beyond Lessor's control.

30. **Environmental Matters.** Tenant shall not make any hazardous discharges into the air nor shall Tenant make any nonhazardous discharges into the air which will constitute a public or private nuisance or unreasonably interfere with use of adjoining properties.

Disposal of all waste, hazardous or otherwise, shall be at the sole cost and expense of Tenant and Lessor shall have no responsibility therefore. All such disposal shall be in strict compliance with all applicable laws, rules and regulations, but in no event may disposal be accomplished on or under the Premises, even if otherwise permitted by governmental laws, rules or regulations. All record keeping with respect to such disposal shall be maintained and accomplished by Tenant.

The building will be operated as non-smoking facility.

31. **Free Access.** The Tenant acknowledges that the Lessor owns the immediately adjoining property to the Premises and Lessor and Tenant agree that during the term of this lease they will permit free and unencumbered flow of pedestrian and vehicle traffic to the Premises from the Lessor's adjoining property and to the Lessor's adjoining property from the Premises. In this connection, neither party shall erect any fences, walls, bumpers or other devices to impede such free flow of traffic.

32. **Dates and Use.** The Tenant will use the Premises as a gift shop and for their rental management business. For the months of May 15 through October 31 the Premises will be used for retail sales and be open to the public a minimum of forty (40) hours per week. The Tenant is encouraged to support local artists by carrying some of their products in the gift shop.

In the event the Tenant closes the doors for the winter season, Tenant agrees to either heat the Premises during the winter or have the Premises winterized at their own expense.

33. **Subordination. Non-disturbance.** This lease shall be subordinated to any mortgages that may now exist or that may hereafter be placed upon the Premises by Lessor and all renewals, replacements and extensions thereof, and Tenant agrees to execute a subordination agreement with the holder thereof, provided, however, that the holder thereof shall agree, in writing, that such holder shall not disturb the possession and other rights of Tenant under this lease so long as Tenant is not in default hereunder and in the event of acquisition of title to the Premises by such holder, such holder shall accept the Tenant as Tenant of the Premises under the terms and conditions of this lease and shall perform all the obligations of Lessor hereunder.

Lessor shall have the right, at any time, to assign or collaterally assign this lease as security for any mortgage on the Premises and Tenant agrees to attorn to and recognize such mortgage holder as Lessor hereunder in the event of acquisition of title to the Premises or to Lessor's interest in this lease by such holder.

34. **Miscellaneous.**

(a) **Legal Fees.** If either party is compelled to take legal action to enforce any provisions of this lease, the prevailing party shall be entitled to recover its costs and expenses incurred in connection with such legal action, including reasonable attorney's fees and expenses.

(b) **Venue.** In the event any of the parties shall resort to legal proceedings to enforce any of the terms of this lease, such proceedings shall be venued in Ashland County, Wisconsin. Tenant expressly waives any objections that he may have to the jurisdiction of the Wisconsin Courts.

(c) **Headings.** The headings herein are inserted for convenience of reference only and are not to be considered in the construction of the provisions thereof.

(d) **Governing Law.** This lease shall be governed by the laws of the State of Wisconsin.

(e) **Waiver.** The receipt of rent by Lessor, with knowledge of any breach of this lease by the Tenant or any default on the part of the Tenant in the observation or performance or any of the terms, covenants or conditions of this lease, shall not be deemed to be a waiver or any provision of this lease.

(f) **Agents.** Neither party has taken any action or non-action which could result in a claim by any third person for any commission, brokerage fee, finder's fee or other payments based upon this lease.

(g) **Constructions.** Any and all words used herein in the singular form shall include the plural form where applicable and vice versa, and any and all terms and words used herein in the neuter or masculine form shall include the other and the feminine form where applicable, and vice versa.

This lease has been drafted by Lessor's legal counsel and Tenant has elected not to be represented by its own legal counsel. Although this lease has been drafted by counsel for the Lessor, this lease has been subject to negotiation and modification prior to final execution and, accordingly, is not to be construed for or against either the Lessor or the Tenant but is to be construed as if mutually drawn according to the general tenor of the language.

Tenant is entering into this lease freely and voluntarily with full knowledge of the contents and without any force or duress by Lessor or Lessor's legal counsel.

(h) **Severability.** If any provision of this lease is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this lease shall be construed and enforced as if such illegal, invalid or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this lease a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

(i) **No Partnership/Joint Venture.** Any intention to create a joint venture, partnership or agency relation between the parties hereto is hereby expressly disclaimed.

(j) **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given: when received, if delivered by hand; or when deposited, if placed in the mails for delivery by certified mail, postage prepaid, return receipt requested, addressed to the appropriate party as follows: If to Lessor at P.O. Box 66, La Pointe, Wisconsin 54850, and if to Tenant at P.O. Box 491 La Pointe, Wisconsin 54850. Addresses may be changed by written notice given pursuant to this provision; however, any such notice shall not be effective, if mailed, until three (3) business days after depositing in the mails or when actually received, whichever occurs first.

(k) **Expenses.** Except as otherwise provided herein, each party shall each bear and pay for his own costs and expenses including, without limitation, all fees and disbursements of attorneys, accountants and financial consultants.

(l) **Entire Agreement.** This lease represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior agreements whether written or oral, relating thereto.

(m) **Modification and Waiver.** No purported amendment, modification and waiver or any provision hereof shall be binding unless set forth in a written document signed by both parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstances or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

(n) **Consent of Town.** To the extent necessary, the Town of La Pointe consents to this lease pursuant to Wis. Stat. Sec. 30.38(6).

IN WITNESS WHEREOF, the parties have caused the presents to be signed the day and year first above written.

Dated this _____ day of _____ 2024.

LESSOR: Town of La Pointe.

By: Glenn Carlson, Town Board Chair

By: Zach Montagne, Harbor Commission President

Dated this ___ day of _____ 2024.

TENANT: Three Labs Up North LLC, DBA- Dockside Gifts

By: David G. Johnson

By: Michael S. Rasmus

BRATT

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

**BAYFIELD DOCK LEASE BETWEEN TOWN OF LA POINTE and
NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.**

WHEREAS, Nelson Construction Company of La Pointe, Inc. (Lessee) is desirous of using the port facilities and dock of the Town of La Pointe (Lessor) in Bayfield, Wisconsin for a seven (7) year term commencing April 22nd, 2024, and terminating December 31st, 2030; and

WHEREAS, the Town of La Pointe is desirous of allowing said use for certain fees;

NOW THEREFORE, it is agreed between both parties the aforementioned parties that the Town of La Pointe, Ashland County, Wisconsin, will lease thirty (30) feet on the west steel sheet piling wall in the Bayfield Harbor for the mooring of vessels, to the lessee for an annual lease fee with increases to the base rent as indicated. Rates are increased from 2024 through 2025 to reach market rate of \$80 per foot by 2025. Rates from 2025 through 2030 are increased by 3% yearly.

1. ANNUAL RENT.

<u>Year</u>	<u>Rent</u>
2024	Annual base rent of \$2,157.30 (\$71.91 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2025	Annual base rent of \$2,400.00 (\$80.00 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2026	Annual base rent of \$2,472.00 (\$82.40 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2027	Annual base rent of \$2,546.10 (\$84.87 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2028	Annual base rent of \$2,622.60 (\$87.42 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2029	Annual base rent of \$2,701.20 (\$90.04 per foot) Applicable Wisconsin sales tax (currently 5.5%)
2030	Annual base rent of \$2,782.20 (\$92.74 per foot) Applicable Wisconsin sales tax (currently 5.5%)

2. PAYMENT DUE. The yearly rent will be paid on or before the 15th day of August of each year as the lease shall remain in effect. Non-payment by the lessee after thirty (30) days from the due date shall result in termination of the lease.

3. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

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Signature: dg

4. HOLD HARMLESS. Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with relating to or arising from directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory.

5. CERTIFICATE OF INSURANCE.

a. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premises which is used, owned, possessed, or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employee or representatives from any and all liability, responsibility, and obligation for any loss or damage to property occurring on Lessor's property.

b. The Lessee shall, at Lessee's expense, maintain a comprehensive insurance policy with minimum liability limits as stated below and issued by an insurance company authorized to do business in the State of Wisconsin. Minimum liability limits shall be \$1,00,000 commercial liability umbrella covering Lessee's comprehensive, business auto, and workers compensation insurance policies. Failure to maintain the limits of insurance above is grounds for termination of the lease. A current insurance certificate must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policies.

6. Responsibilities. Any dredging activities that may be required to allow sufficient access shall be done at the sole expense and direction of the Lessee. Written permission shall be obtained from the LaPointe Harbor Commission prior to the commencement of any such activity. Further, the Lessee shall be responsible for obtaining any and all permissions, licenses, permits, or other approvals necessary prior to performing any contemplated dredging.

7. Termination. Either party may terminate this Lease without cause by providing written notice to the other party at least ninety (90) days prior to the effective date of said termination. If the termination is without cause, and is made by the Lessor, any unused rent shall be prorated and returned to the Lessee within thirty (30) days of the effective date of the termination. If the termination is without cause, and is made by the Lessee, and unused rent shall be forfeited to the Lessor.

(5) TB.TA.A.Clerk Public

**TOWN OF LA POINTE
RESOLUTION 2024-0208B**

RESOLUTION AUTHORIZING TEMPORARY LOAN TO HARBOR COMMISSION

WHEREAS, the Town of La Pointe (the "Town") has created a Board of Harbor Commissioners (the "Harbor Commission") pursuant to Wis. Stat. Sec. 30.37;

WHEREAS, the Harbor Commission is currently in the process of securing necessary funding to acquire and operate the ferry venture that it is purchasing from Madeline Island Ferry Line, Inc.;

WHEREAS, the Harbor Commission is in need of funds to operate pending the closing of its borrowings;

WHEREAS, the Town has agreed to lend Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) to the Harbor Commission for ninety (90) days at 5% interest as a bridge loan while the Harbor Commission secures outside funding;

NOW, THEREFORE, BE IT RESOLVED by the Town of La Pointe as follows:

The Town shall lend the sum of Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) to the Harbor Commission on the following terms:

1. Term: Ninety (90) days, payable in full in one lump sum, prepayment allowed with no penalty.
2. Interest Rate: Five Percent per annum (5%).

Upon adoption, the Town shall transfer the funds from its bank account to the depository account owned by the Town and established for the Harbor Commission.

The Town Clerk shall properly post or publish this resolution as required under s. 60.80, Wis. Stats., within thirty (30) days of the below-noted adoption date.

This Resolution was adopted by the Town of La Pointe Board of Supervisors on the _____ day of February 2024.

TOWN OF LA POINTE, WISCONSIN:

Glenn Carlson, Town Board Chair

ATTEST:

Alex Smith, Town Clerk

RECEIVED
MAY 9 2024
Initial: *alg*

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



Stranberg & Associates
66902 Bayfront Road
Ashland, Wisconsin 54806
715.292.3050

Letter of Agreement

Town of LaPointe
Attention: Michael Kuchta
adminstrator@townoflapointewi.gov

Thank you for your request for a proposal from Stranberg & Associates and your interest in conducting a retreat for the Town of LaPointe elected officials. At this time, a date in early September is very workable with details to be determined as soon as possible to assure availability. This letter of agreement summarizes the terms of this contract for your review and comment.

Overview:

This contract outlines a one day retreat process that will include facilitating the Town of LaPointe retreat centered on relationship building and organizational structure.

Stranberg & Associates consultant will provide the following services as part of this plan:

facilitate the Town of laPointe retreat with Town Board representatives and other stakeholders as determined by retreat planners. Discussions will center on:

- roles and responsibilities for each position
- organizational priorities
- infrastructure and organizational effectiveness
- relationship building

Timeframe: September 2024 (Date TBD) 9 am - 12 noon, 1 pm to 3 pm

Investment: \$1,600. for retreat facilitation

Local Loyalty Discount: 25%

Total Payment: \$1,200.

Additional services available upon request.

Terms:

The non-refundable down payment of 50% of the total is due upon signature of this LOA. The remaining payment, including reimbursement for expenses, is due when these specific contracted services have been completed.

April 30, 2024

Kevin Stranberg, Stranberg & Associates

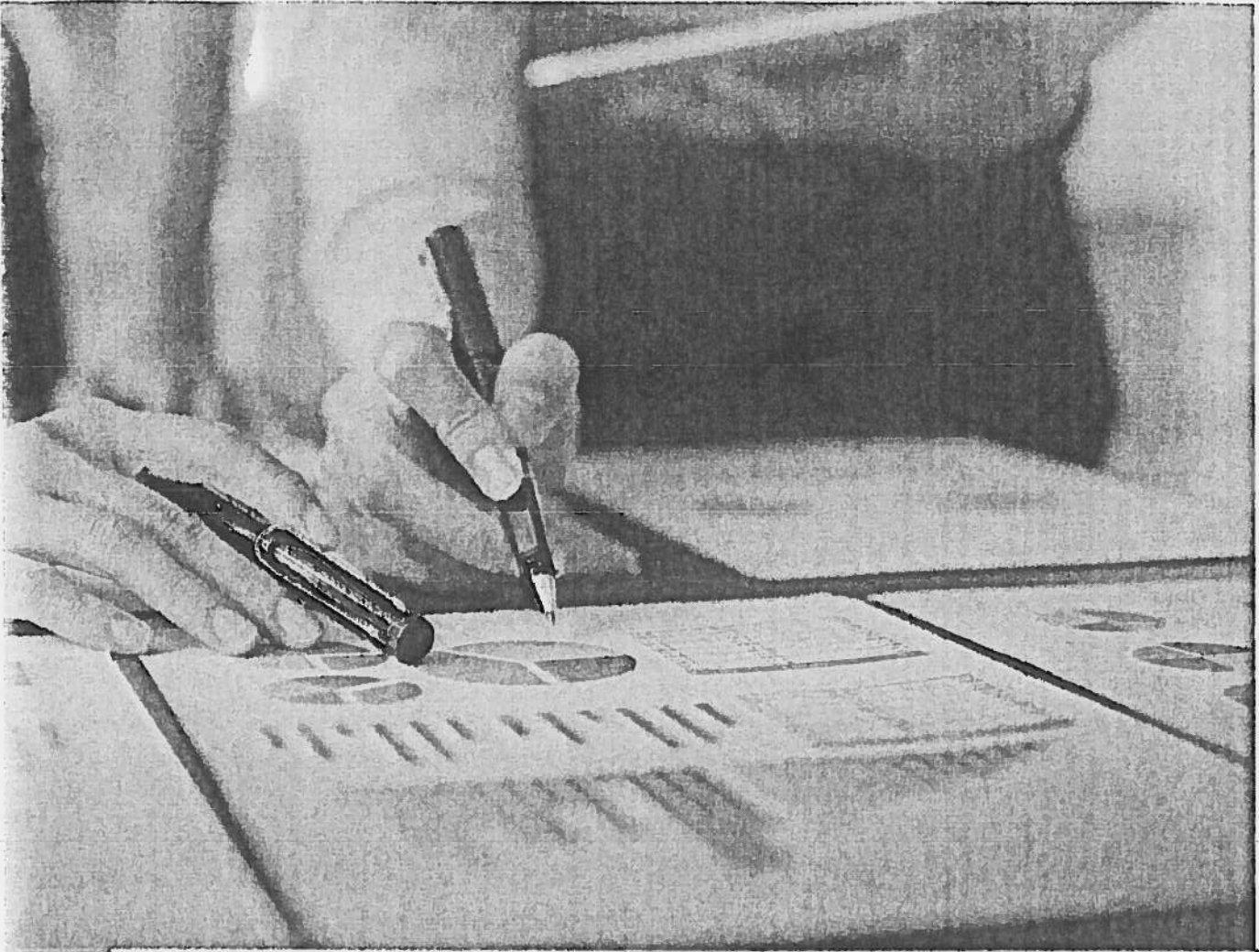
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Initial _____

Town of LaPointe Representative

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



This proposal outlines a board retreat for the La-Pointe (Madeline Island) Town Board in September 2024. The proposal is based on initial feedback from the Town Administrator, the Town Board Chair, and supervisors.

This retreat aims to achieve the following three objectives:

1. **Clarification of Board Roles & Responsibilities:** Ensure a clear understanding of individual and collective board member duties for efficient governance.
2. **Enhanced Communication:** Foster open and effective communication within the board and develop strategies that allow Board members to provide effective input and influence priorities.
3. **Stronger Relationships:** Build trust and collaboration among board members, to create a unified team focused on the town's success.

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Suggested Agenda for Town Board Retreat (8:30am - 4:00pm)*

8:30am-9:00am: Welcome & Introductions

- Light breakfast/coffee for board members to gather and socialize.
- Introduction and retreat overview by facilitator, including introduction of rules for communication (respectful communication; open participation; focus and efficiency).
- Introduction of participants.

9:00am-10:15am: Clarifying Board Roles & Responsibilities

- Review town charter/board bylaws to understand individual member duties.
- Group discussions that focus on existing vs. ideal patterns of roles and responsibilities; establishing clear expectations of roles and responsibilities.
- Brainstorming session to identify areas for improvement in board governance, including organizational and meeting structures.

10:15am-10:30am: Coffee Break

- Short break for refreshments and networking.

10:30am-12:00pm: Effective Communication

- Introduction to communication styles assessment; discussion of how people with different styles of communications interact with each other.
- Individual self-assessments to identify communication preferences.
- Group discussion to understand different communication styles and how to bridge gaps between diverse individuals and styles.
- Develop communication protocols for board meetings, including agenda and priority setting, discussion protocols etc.
- Brainstorming session to identify communication strategies within the board, and with other stakeholders, examining possible roadblocks and how to address them in daily interactions.

12:00pm-1:00pm: Lunch

- A non-working lunch: an opportunity to chat, relax and network.

1:00pm-2:30pm: Strengthening Relationships among Board Members

- Facilitate a discussion on effective communication and collaboration, including examining ways to foster trust and collaboration among board members.
- Explore strategies to increase engagement and build positive relationships within the board, and with the community.
- Brainstorm ways to improve transparency and accountability among board members, and its impact on the public.
- Optional (This part will be designed based on the information gathered during the pre-retreat prep): Team-building exercises designed to foster trust, collaboration, and communication.

Activities can include problem-solving challenges, group discussions on shared values, or role-playing scenarios.

2:30pm-2:45pm: Coffee Break

- Opportunity to regroup and recharge.

2:45pm- 4:00pm: Action Planning Session, Wrap-up and Next Steps

- Review key action items and next steps for implementation.
- Develop specific action items with timelines and ownership assigned to address the retreat objectives.
- Identify potential roadblocks and develop contingency plans.
- Define criteria for success, and schedule follow-up for assessing them.

Additional information:

- Structure of the day: Based on the initial feedback from the board, we identified objectives #2 and #3 as requiring more attention and work. However, the retreat will start with objective #1. This structure will allow us to clarify Board responsibilities, while also preparing the board for the more in-depth discussion of how to improve communication and build relationships.
- Pre-Retreat Prep:
 - 2 months before the scheduled retreat, Dr. Mansbach will meet each participant for a 15-20 minute zoom call. These calls will be an opportunity for participants to introduce themselves, their background and role on the board, and discuss some of the topics that the retreat will focus on.
 - 2 weeks before the scheduled retreat, Dr. Mansbach will distribute an assignment, which should take participants 20-30 minutes to complete. They will be asked to have it ready for discussion at the retreat.
 - The results from this stage might lead to some adjustments in the agenda for the day.
- Post-Retreat Follow Up:
 - 3 months after the retreat, Dr. Mansbach will meet with the board for 1 hour check-in, discussing the implementation of the steps decided on in the retreat, and the roadblocks that are impacting this implementation. Depending on the decisions made during the retreat, this meeting may also be with individuals, rather than the entire board.

PROPOSAL TIMELINE AND BUDGET

Stages	Description	Cost
Pre-Retreat Prep	Includes conducting and analyzing the short interviews, exercise sheets, and finalizing the retreat program	\$300
Retreat day	Facilitating the event (8 hours, not including travel)	\$800
Post-Retreat Follow Up	Meeting and discussion about the progress and roadblocks, to ensure successful implementation	\$200
Total		\$1300

THANK YOU

Thank you for your consideration of the Center for Research & Evaluation Services. If you have any questions on this proposal or need any further information, please don't hesitate to reach out with to us.

Dr. Daniela Mansbach

Dr. Mansbach is a professor of Political Science and has been a full-time faculty member at UW-Superior for over 10 years. Throughout those years, has been teaching all required Political Science courses, including Social Science Research Design and Senior Thesis. Dr. Mansbach research focuses on policies, legislation, and public opinion in the U.S. She specializes in qualitative methods, including discourse and content analysis, and interviews. From 2020, Dr. Mansbach has been granted two large research grants, totaling \$493,000. Dr. Mansbach holds an MA from the Hebrew University in Jerusalem, and a Ph.D. from The New School for Social Research in New-York.

Contact Information

715-394-8396
research@uwsuper.edu
Old Main 337
PO Box 2000
Superior, WI 54880
uwsuper.edu/ResearchServices

5. Increase Island collaborations

La Pointe has a rich history of individuals and organizations responding to community needs. The response to impacts of Covid-19 on residents is a recent example of community members activating resources for the greater good. These initiatives often occur, however, only because individuals step up to provide ad hoc leadership or leverage their informal social connections.

Especially with the Island's accelerating generational and population changes, this Plan encourages a new approach to provide continuity, maximize community assets, minimize redundancy and under-resourced efforts, and incubate cooperative initiatives big and small. We recommend an ongoing partnership among local government, private businesses, nonprofit organizations, and other community groups and individuals. We believe this approach will allow the community to accomplish more because we will accomplish it together. We call this partnership the Island Collaborative.

We envision the Collaborative both as a mindset and as a functioning community network. By coordinating clear roles for participants, it could ensure that action is taken, that outcomes are tracked, and that those involved are accountable for results. It could be dynamic in nature – held together by a core team and reconfigured regularly depending

RECOMMENDATIONS
Island Collaborative

1. The Town Board appoints a task force to organize the Collaborative.
2. The task force leads community conversations around the scope and partnerships of the Collaborative, Town leaders and staff, community organizations, and individuals with Island ties.
3. Based on these discussions, the task force itemizes priorities and process for Collaborative research and action. It recommends responsibilities and implementation steps to the Town Board and/or Town Plan Commission.
4. The task force considers creating a community resource coordinator – either independently or attached to an existing entity – to organize the Collaborative's activities and engagement, to generate funding for the Collaborative (and perhaps other initiatives), and to spearhead projects

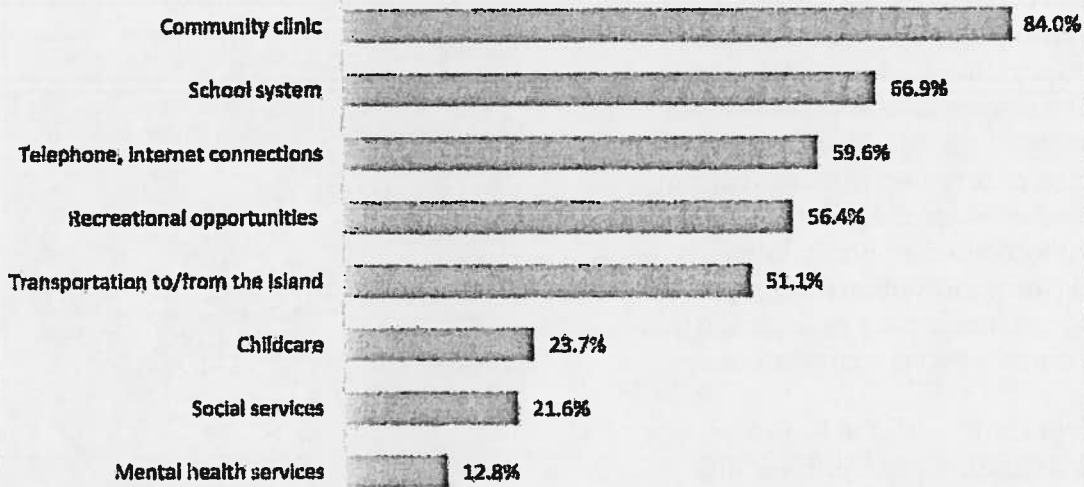
on the issues being addressed. The Collaborative would align work, vision, and abilities. It would build on the trust and high social capital that

RECEIVED

MAY 9 2024

Initial: dg

Levels of satisfaction with private and social services on Madeline Island



Source: 2022 La Pointe Community Survey Q. 6

Community Survey findings confirm thrive here. Its main purposes:

- create cooperative, inclusive approaches that mobilize the expertise and resources that exist among us
- recognize and engage all the community's assets
- strengthen the trust, connections, leadership and relationships among us so we can pursue ideas and solve

problems together

This approach complements another recommendation: that the Town and key island organizations formalize their relationships and responsibilities in areas that are essential to the Island's quality of life. Together, these recommendations promote a more integrated, innovative, and coordinated approach to creating solutions.

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

Towne Of La Pointe Harbor Commission
Invoices Summary March 31st, 2024

Payroll Summaries (3)		Notes
Gross Pay:	\$164,448.19	
Summary Ending 3/3/24	\$54,727.04	
Summary Ending 3/17/24	\$53,120.14	
Summary Ending 3/31/24	\$56,601.01	
Additions to Pay:	\$230.00	
Summary Ending 3/3/24	\$127.50	
Summary Ending 3/17/24	\$102.50	
Payroll Taxes:	\$20,665.99	
Summary Ending 3/3/24	\$6,630.44	
Summary Ending 3/17/24	\$6,158.50	
Summary Ending 3/31/24	\$7,877.05	
Total:	\$185,344.18	

Other Expenses		Notes
March 31st MIFL Expense Report:	\$48,198.99	
Robinson & Sons	\$40,583.76	
February Approved Expenses		
Omer Nelson	\$342.11	
Sherwin Williams	\$1,290.11	
City of Bayfield	\$515.20	
Total:	\$90,930.17	

Total Due:	\$276,274.35
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(5)TB, T.A.A, Clerk, Public



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

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Purchase Order Form

Date of Request 5/7/2024 **Is this Expenditure Currently in the Budget?** Y N

Person's Name Tim Eldred **If not, where will funds come from?** _____

Budget Line Item # 57220-000 Currently in budget line item \$ 64,215.00

Project Name 2024 SCBA Purchase Date Needed 5/15/2024

Purpose add to complement of fire department breathing apparatus

Amount Estimate \$ 20,000.00 Checked State Purchasing Website Y N

Date Town Board approved: _____ SDS Needed? No

Actual Cost _____ Actual Purchase Date _____

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

Vendor #1 Macqueen Equipment Co. Amount \$ 18,722.00

Vendor #2 _____ Amount \$ _____

Vendor #3 _____ Amount \$ _____

Why did you pick this vendor Sole vendor, protected territory, see attached

Chairperson _____ Date _____

Supervisor #2 _____ Date _____

Supervisor #3 _____ Date _____

Supervisor #4 _____ Date _____

Supervisor #5 _____ Date _____

Town Administrator _____ Date _____

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

CONTRACT PROCESSING

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

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

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

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MAY 8 2024

Initial dg

**May 6, 2024
Purchase Order Request
Self-Contained Breathing Apparatus
La Pointe Volunteer Fire Department**

This purchase order request is for two each, complete Self-Contained Breathing Apparatus (SCBA).

The purchase will include the back-frame, face-piece, two 30-minute carbon-fiber wrapped aluminum cylinders, and four battery packs. These units will be the same as four of the Department's most recent SCBA: MSA brand G1 model.

The sole bid is from Macqueen Equipment of Delafield, WI, who have a protected territory that includes Ashland County.

History: In 2015 the Department purchased 18 complete Avon Protection brand, Deltaire model SCBA. All were lost in the 2019 fire. After the 2019 fire the department purchased 10 of the same model SCBA with plans to add units each year until we were again at 18 units. The next year (2020) Avon Protection announced it was leaving the fire service market and would no longer produce SCBA that met the National Fire Protection Association (NFPA) Standard 1981 for fire service use; they also announced their service and parts support for the product would end in 2030. This prompted the Department to pursue a new manufacturer for SCBA moving forward. A committee of the Department tested several different models and settled on MSA brand model G1 with an initial order of four units that were included in the 2023 delivery of the new fire engine from CUSTOMFire.

If funded the Department will continue to purchase two MSA units each year until the complement reaches 18 units; that is projected to be in 2031.

Attachments:

- 1. Purchase order request form.**
- 2. quote from Macqueen Equipment of Delafield.**
- 3. letter from MSA Safety confirming that Macqueen is the sole authorized distributor for Ashland County.**
- 4. For a cut sheet for the MSA model G1 SCBA see <https://us.msasafety.com/p/000010000500001100?locale=en>**



May 3, 2024

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

La Pointe Fire Department

To Whom It May Concern:

Thank you, La Pointe Fire Department for your interest in the MSA product line.

This letter confirms that MacQueen is the sole authorized MSA distributor of SCBA and SCBA accessories for the Municipal Fire Service Market for Ashland County, Wisconsin. In addition, MacQueen is the only authorized MSA CARE certified SCBA repair center for the Municipal Fire Service Market for Ashland County, Wisconsin.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

Scott McGuire
Channels Specialist, North American Sales Channels
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



MACQUEEN

MacQueen
350 Austin Circle
Delafield, WI 53018
(262) 646-5911
Fax: (262) 646-5912

Ship To: LAPOINTE FIRE DEPT
320 BIG BAY ROAD
LA POINTE, WI 54850-0156

Invoice To: LAPOINTE FIRE DEPT
PO BOX 270
LA POINTE WI 54850-0156

Attention: TIM ELDRED

Branch 16 - DELAFIELD, WI		
Date 05/02/2024	Time 10:53:50 (O)	Page 1
Account No LAPOI001	Phone No 7157476913	Est No 02 021571
Ship Via BEST WAY	Purchase Order GIS	
Tax ID No		
		Salesperson 325 / 353

ESTIMATE EXPIRY DATE: 06/01/2024

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	U	Qty	Price	Amount
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Reference Number: 021571-G1s

A-G1FS-424MA2COLAR.2403	MSA G1 SCBA- 45		2	5300.00	10600.00
A-G1FS424MA2COLAR 4 4500 PSIG 2 CGA Threaded Remote Con 4 Serviceable Tunnel with Ch.S M Metal Band A Adjustable Swivel Lumbar Pad 2 Solid Cover Left Shd. C Continuous 0 None L Left Chest A PASS Right Shoulder R Rechargeable					
10156424-SP	MSA G1 H45LOW P		4	1344.00	5376.00
MSA G1 H45LOW PRO CYL THREADED					
10161810	MSA G1 MD FCPC		2	475.00	950.00
MEDIUM FACEPIECE 4PT W/ NECKSTRAP					
10126742-5A	MACQUEEN FP BAG		2	N/A	N/A
MACQUEEN BLACK FACEPIECE BAG					
10148741-SP	MSA G1 LITHIUM		4	449.00	1796.00
MSA G1 LITHIUM BATTERY PACK					

FREIGHT NOT INCLUDED

Subtotal: 18722.00

Tax: .00

TOTAL: 18722.00

Authorization: _____