

**TOWN OF LA POINTE**  
**REGULAR TOWN BOARD MEETING**  
**May 13<sup>th</sup>, 2025**  
**5:00PM at Town Hall**

Join Zoom Meeting

<https://us02web.zoom.us/j/83238986020?pwd=d2c3NDBrWWZMeG4vWFhZNWxYTFRFQT09>

Call in: 1-312-626-6799

Meeting ID: 832 3898 6020

Passcode: 688590

Some Town Board Members May Attend via Telephone

A quorum of the Town Board may be present prior to the meeting for voucher signing

**I. Public Comment A\***

*This portion of public comment is restricted to one minute in length. The opportunity to speak for longer than one minute appears later in the agenda. You may also submit a public comment to the Town Clerk via email ([clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)) or drop it in the suggestion box outside Town Hall*

**II. Open Bids**

A. Tennis Court Resurfacing

**III. Administrative Reports**

- A. Town Administrator's Report
- B. Public Works Director's Report
- C. MRF Supervisor's Report
- D. Airport Manager's Report & Checklist
- E. Planning and Zoning Administrator's Report
- F. Accounting Report
- G. Police Chief's Report
- H. Fire Chief's Report
- I. Ambulance Director's Report

**IV. Public Works**

- A. Roads, Dock and Harbor
  - 1. Hire Fire Sign Installer
  - 2. Approve Seasonal CDL Driver Job Posting and Description
- B. Parks
  - 1. Hire Parks #2
  - 2. Hire Parks #3
- C. Airport
  - 1. Purchase Order for Replacement of Airport Broom Bristles/Wear Parts

**V. Committees**

- A. Planning and Zoning
  - 1. Approval of Hartzell Subdivision Map Application

**VI. Town Hall Administration**

- A. Clarify Compensation for Interim MRF Supervisor
- B. Approval of naming the Town Park Picnic Pavilion "Tim Sullivan Pavilion"

#### **VII. Vouchers**

- A. Town of La Pointe

#### **VIII. Minutes**

- A. Regular Town Board Meeting – April 8<sup>th</sup>, 2025
- B. Special Town Board Meeting – April 15<sup>th</sup>, 2025
- C. Regular Town Board Meeting – April 22<sup>nd</sup>, 2025

#### **IX. Emergency Services**

- A. Police Department
  - 1. Hire Part-Time Officer

#### **X. Public Comment B\*\* *Public Comment that is longer than one minute***

#### **XI. Liquor Licenses**

#### **XII. Lawsuits & Legal Issues**

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

- A. Petition with Ashland County Circuit Court case Regarding Ashland County Tax Levy
- B. Sargent Claim vs Town of La Pointe

#### **XIII. New Agenda Items for Future Meetings**

#### **XIV. Adjourn**

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk.

## Town Board Meeting Memo

From: Max Imholte, TA

Date: May 13, 2025

Re: Agenda Items

---

- Town Hall Administration

**Discuss** Compensation for Interim MRF Supervisor

**Approve** naming of Town Park Picnic Pavillion "Tim Sullivan Pavillion".

Public Works

Parks: **Approve** hiring of Troy Lounsbury for Parks #2 at \$20/hr. NTE 800 hours.

**Approve** hiring of Trevor Krueger for Parks #3 at \$18/hr. NTE 800 hours.

Roads: **Approve** hiring of Cory Beste for Fire Sign Installer at \$20/hr. NTE 800 hours.

**Approve** Seasonal CDL Driver Job Posting and Description

Airport: **Approve** Purchase Order for replacement Airport Broom Bristles.

- Committees:

Planning and Zoning: Approve Hartzell Subdivision Map

- Emergency Services

Police Department: **Approve** hiring of Abbey Johnson as part-time police officer primarily for special events like the marathon, and the Fourth of July at \$26/hr. NTE 400 hours..

Lawsuits

**Ashland County Tax Levy**: Judge Anderson has decided that the Tax Appeals Commission has jurisdiction to decide this case. According to our Lawyer no further legal work needs to be done for a TAC hearing.

RECEIVED

Initial: dy

**Sargent Claim:** Claims adjusters from Glatfelter and RLI Marine are working on this. No action required from the Town at this time.

Sue

## TOWN ADMINISTRATOR REPORT

5/13/25

### 1. COMPLETED ITEMS:

Field Audit by Baker Tilly. At the closing meeting the lead auditor stressed the need for tighter process controls in 2025. This was a first audit experience for Liz Brown and she did well.

### 2. ONGOING:

Financial Working Group- Cash Flow Analysis. The forecast for 2025 is complete. The focus now is on debt service and capital expenditures in the years 2026-2028.

Rewrite Personnel Policy Manual with additional language addressing sexual abuse and misconduct in custodial situations.

Resurfacing Tennis Courts

ESB Microgrid Project

### 3. UPCOMING:

Prep for Board of Review Meeting May 27th

Early 2026 Budget Planning Process.

Procedural Documentation for all Town departments including procedures (what, who and when) and work instructions (how).

RECEIVED

Initial dg

**Public Works Director's Report****April 2025**

The Roads crew plowed for two days in the first week of April. We had a significant snowstorm on April 2nd which brought us around 4-6 inches of heavy wet snow which made clearing snow from gravel roads very difficult, but we had it cleaned up the best we could by the end of the day April 3rd.

We hired Julie Hedges for the Camp host position # 2 and posted a part time position for a Fire Number sign installer on April 8th. I have two Parks applicants I hope to hire at the next Town Board meeting to bring summertime staff to full capacity.

Road grading began on April 17th, the earliest I have ever started in my 7 years with the Town. So far, I have graded Miller Farm Rd, Sunny slope, Voyageur, Herring Street, School House Road, Benjamin Blvd, and 5 miles of North Shore Road.

We began street sweeping and curb cleaning with our new Skid-steer attachment. We still have some work to do throughout town around LeSueur Street, Rice Street and downtown sidewalks. We have also been street sweeping behind the Ashland County Highway as they continue to clear the County H right of way.

Matt our Mechanic has been practicing for his CDL road test when he can. We hope to have this completed within the couple of weeks in time for gravel hauling season.

**Town Roads**

- Shoulder repair from plow damage in the 410 Backhoe.
- Downed tree clean up on North Shore and South Shore Road.
- C A Nelson and Sons used their log truck to remove dead treetops along Mission Hill that we could not reach with our equipment.
- Continuing to mark Fire Number installations for underground utility locators.

**Parks**

- Downed tree clean up and tree removal at BBTP.
- BBTP campsite cleanup.
- Took down snow fence at Joni's Beach.
- Turned on the water at the Rec Center for Tennis Court pressure washing.

**Equipment**

- Replaced dead batteries in 298 (dump truck) and 120 our excavator. Both sets were 4 years old and need to be replaced.
- Repaired 2 chainsaws. Spark plugs, air filters, fuel filters and recoil ropes.
- Replaced front end suspension and steering components in the green Library van.
- Repaired Tv-145 Tractor broom hoses and brake components.
- Replaced brakes in 220 (dump truck) to comply with DOT inspection.

Submitted by,

Pete Wiggins, Public Works Director.

RECEIVED

Initial dg

# April 2025 MRF Report

April has been a big month in terms of goals being accomplished with the MRF. After a long winter of organizing, cleaning, reorganizing, and more cleaning we have finally caught up! Along with being caught up we have also seen the workload decrease at the MRF. There are still tasks to be done which include the processing and crushing of scrap vehicles, but other than that, we will be preparing for a busy summer and keeping the building clean and organized.

As mentioned in the opening paragraph, we have completed cleaning up all the loose materials that were around the facility. When it came to the end of the clean-up, we really did leave the best for last. The first of the items located in the old exchange that we waited until the end to deal with where the 1lb propane cans were. These cans are handy and easy to grab for campers and ice fisherman, but they are very difficult and expensive for MRFs to deal with. We did some research on how to dispose of these little green cans and found that some states have created laws that make manufacturers responsible for having a recycling or takeback program, but Wisconsin is not one of these states. We looked at multiple recycling facilities that would take these cans for processing, but the cost would be \$5 per can plus our transportation to get them there. The last option was to process them ourselves and put them into scrap metal, which is what we did.

Micheal and I processed around 2500 1lb propane cans for scrap metal over this past month, which saved the town roughly \$12,500 in charges. For every single can we checked if there was still propane left in them. If there was liquid propane still in the can, we would set them aside since there were some people interested in using the rest of the propane. The ones that had some propane vapor left in them were put into the vape-off table that Ray built over the winter. Once the cans were clear of propane we would puncture a hole into the can. This is the only way a scrap yard would take the can as scrap metal. Once we had a system down, we could process these cans quickly. Now that all the cans have been processed, we have taken measures to reduce the amount that will be coming through our door.

The Town Board has taken our suggestion and increased the rate of the propane cans. We have now raised the disposal rate to \$5 per can. The Big Bay State Park brings in the most propane cans, because they have a recycling bin available for their campers. After a discussion with the State Park, they will be pulling the recycling bins and advising campers to recycle the propane cans back home at their local facility or bring them to their local clean sweeps. This step should hopefully reduce the number of propane cans we will see at the MRF.

RECEIVED

MAY 8 2025

Initial: dg

After we completed recycling the propane cans we moved onto the best of the best. Down in the old exchange there were several chemicals that we had no clue what to do with, or how to label them. Since there will be a clean sweep in July (Mark it in your calendars!!! July 23<sup>rd</sup> will be the clean sweep with Veolia starting around 10AM to around 2PM), and Veolia will take all the materials that we have in stock now, we reached out to Veolia with multiple emails of pictures to get advice on how to handle the chemicals. Colin from Veolia was very responsive and had answers to our questions within a couple of hours. With the information provided, and small hazardous material boxes ordered, we worked at sorting, boxing, and labeling all the chemicals. Currently all the paints and chemicals that were in all the buildings on the property are properly packaged and ready for shipment when we have our clean sweep (If I didn't already say it, July 23<sup>rd</sup>. It's kind of a big deal).

During the Month of April, we applied for an E-Waste grant with the Wisconsin DNR. After talking with Sarah from the DNR we decided to put in an application. This 80/20 match grant is geared more towards temporary and new permanent collection sites, but because we do collect E-Waste, we do qualify for this grant. In the application we would use the grant money to pay for an upgrade of collection bins, our transportation (this includes labor, ferry, and vehicle at the current DOT rate) costs and disposal costs. With those costs covered we would take E-Waste at no charge to our customers. We want to encourage people to dispose of their electronics responsibly, rather than having them end up in the landfill. Because this grant is for new collection sites, we do not have a great chance of getting it, but it does not hurt throwing our hat in the ring.

It's been 4 months since changing the charge account and discount card system, and so far, it has been successful. We have been receiving a lot of positive feedback from our customers on the new MRF cards and have sold out of the first batch that we ordered back in December. We have ordered another 250 cards for the upcoming summer. We have been adding customers with MRF cards into the Square customer directory, so that if you lose or forget your card, we can look it up. The new charge account system has been working very well, and is much quicker than the old way of billing, saving Town Hall staff time. It took a couple of billing cycles to figure out what information needs to be shared between the Town Hall and MRF. We now have a system in place so that the Accounting Manager and the Treasurer have the information they need at the end of every month.

During the Month of May we are having the Clean Up The Island event. There was no Earth Day event held this year, and the Town Board wanted to get something together. During the month of May, the MRF will be offering free disposal of trash that came from the roads and ditches. If you need trash bags, there will be some available at MRF. If you need a safety vest, we will have some available at MRF to loan out. I know they are stylish, and you'll want to wear them on your next date night, but we do need them back. Hi-Vis is



defiantly my favorite summertime when going out. There are road sign up sheets located at the MRF, Town Hall, the Post Office, and Darlings Grocery. We will do our best to keep them in sync over the next month. Thank you for helping clean up the island!

During the month we also had the usual business being conducted. I did mention that due to being cleaned up we have seen a decrease in workload, but we have started to see an increase in traffic. Compared to the first quarter of the month, we have seen an increase in the number of haul trips off island, and an increase in revenue. We have also been filling out the different reports that the DNR requires to be filled out. We will look forward to May and the warmer weather to come! Did I mention the clean sweep is July 23<sup>rd</sup>?

Respectfully submitted,

Evan Rober Erickson

PS: Clean sweep, July 23<sup>rd</sup>. Be there

## Quick Reminder

### Recycling at the MRF

There have been some changes here at the MRF and we wanted to get the word out before the start of summer. The following is how you should presort at home and sort at the MRF.

- **Aluminum:** aluminum beverage cans only. Black or blue barrels. Do not put tin/aluminum foil, wet cat food containers, or any other metal type products in these containers.
- **Tin Cans:** Black or blue barrels. These are for your wet cat food cans, tuna cans, soup/food cans and aluminum/tin foil
- **Scrap metal:** There are two cans located in the sorting area, and a dumpster located by the demolition bin.
- **Glass:** Red rolling cards Please try your best to take to the tops off your glass bottles before recycling
- **Plastics:** Orange barrels with plastic bags inside of them. No need to separate plastics anymore. Any plastic bottle or container can go into any one of the barrels dedicated for plastic.
- **Paper:** There are grey containers along the orange office wall. Please place the following in those containers. magazines, food boxes, drink boxes, non-hardcover books, newspapers, etc.
- **Cardboard:** The blue rolling cards across from the paper.
- **Aerosol cans:** Small white containers under the office window.
- **Batteries:** Alkaline batteries can go into solid waste. All other batteries must be brought to the attention of the working attendant.
- **E-Waste, oils, paints, etc.:** Please consult the working attendant before placing somewhere. We need to keep these items organized. We have found that people are still putting items in the “old exchange” and “the porch” buildings. **All** materials must go into the main MRF building and be brought to the attention of the working attendant
- **There will be a clean sweep on July 23<sup>rd</sup>, 2025, so please bring your Household Hazardous waste items on that day.**

## **Financial Information:**

### **April:**

Gross Sales: \$10,179.91

MRF card discounts: \$1,221.50

MRF card sales: \$4,908.00

Total Revenue: \$13,866.41

Fees: (\$178.08)

Net Total: \$13,688.33

### **Year to Date:**

Gross Sales: \$31,794.39

MRF card discounts: (\$3,080.75)

MRF card sales: \$15,160.75

Total Revenue: \$43,874.39

Fees: (\$320.29)

Net Total: \$43,554.10

Outstanding invoices through Square: \$2,342.24

Outstanding MRF card balance: \$6,712.50

### **Recycling tracking:**

See attached spreadsheets for hauling a recycling data

Cardboard bailed: March/YTD: 2,114lbs/8,696lbs

Aluminum bailed: March/YTD: 4,28lbs/1,474lbs

Tin bailed: March/YTD: 0lbs/776lbs

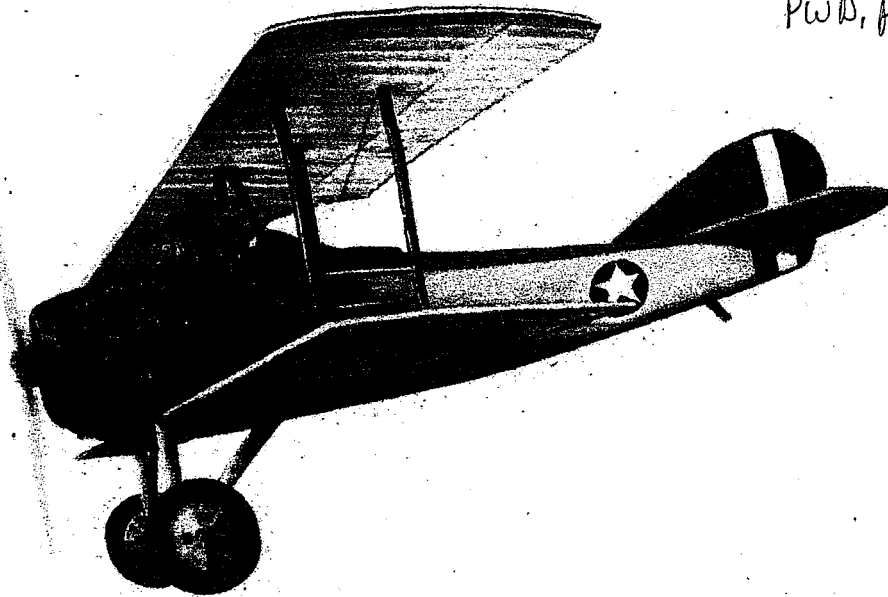
### **Hauling:**

5 loads hauled (42.34 tons) during the month of April. 1 solid waste, 4 Demo

# Trucking Tracking Spreadsheet

Date	Vehicle	Material	Employee	Destination	Number of Hours	Equipment Cost	Number of Tons	Cost per Ton	Price per Ton	Tipping Fees	Recycling Income	Ferry Fees	Fuel	Other Fees	Total Cost of Haul
1/2/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	3.5	272.16	124.11	5.16	\$ 88.20		\$ 456.88	\$ -	\$ 278.00		\$ (1,131.15)
1/15/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	5	388.80	177.30	7.21	\$ 88.20		\$ 635.92	\$ -	\$ 283.00		\$ (1,485.02)
1/17/2025	Woodstock	Solid Waste	Michael Haben	Republic, Ashland	4.5	349.92	159.57	9	\$ 88.20		\$ 793.80	\$ -	\$ 307.00	\$ 154.43	\$ (1,764.72)
1/20/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	4	311.04	141.84	6.03	\$ 88.20		\$ 531.85	\$ -	\$ 291.00		\$ (1,275.73)
1/22/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	5	388.80	177.30	7.36	\$ 88.20		\$ 649.15	\$ -	\$ 283.00		\$ (1,486.25)
1/23/2025	Woodstock	Scrap Metal	Michael Haben	Chicago Iron, Ashland	5.5	427.68	195.03	7.82	\$ 88.20	\$ 100.00	\$ -	\$ 782.00	\$ 283.00	\$ 171.11	\$ (294.82)
2/10/2025	Woodstock	Cardboard	Michael Haben	Chicago Iron, Ashland	4	311.04	141.84	8.04	\$ 88.20	\$ 80.00	\$ 395.14	\$ -	\$ 247.00		\$ (1,206.24)
2/11/2025	Woodstock	Solid Waste	Michael Haben	Republic, Ashland	5	427.68	195.03	8.76	\$ 88.20		\$ 772.63	\$ -	\$ 295.00	\$ 143.59	\$ (1,833.93)
2/12/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	6	466.56	212.76	2.77	\$ 77.09		\$ 213.54	\$ -	\$ 235.00		\$ (1,127.86)
3/11/2025	21	HHW	Evan Erickson	Recycle Technologies, Duluth	4	66.32	148.40	0.016			\$ -	\$ -	\$ 26.00	\$ 74.39	\$ 1,135.84
3/18/2025	MRF pickup	Copper	Evan Erickson	Chicago Iron, Ashland	1.625	26.94	60.29	0.544		\$ 7,300.00	\$ -	\$ 116.80	\$ 10.35		\$ 19.22
3/18/2025	MRF pickup	Batteries	Evan Erickson	Springfield Salvage, Ashland	1.625	26.94	60.29	0.544		\$ 320.00	\$ -	\$ 174.08	\$ 10.35		\$ 76.50
3/20/2025	Woodstock	Electronics	Michael Haben	Republic, Ashland	3.25	53.89	120.58	0.41995	\$ 1,000.00		\$ 419.95	\$ -	\$ 20.70		\$ (615.11)
3/20/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	6.5	505.44	230.49	6.45	\$ 88.20		\$ 568.89	\$ -	\$ 283.00	\$ 116.19	\$ 1,231.32
4/21/2025	Woodstock	Solid Waste	Michael Haben	Republic, Ashland	4.5	349.92	159.57	8.32	\$ 88.20		\$ 733.82	\$ -	\$ 283.00		\$ (1,526.31)
4/22/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	3.5	272.16	124.11	8.06	\$ 88.20		\$ 710.89	\$ -	\$ 295.00		\$ (1,402.16)
4/22/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	6	466.56	212.76	10.42	\$ 88.20		\$ 919.04	\$ -	\$ 319.00	\$ 149.07	\$ (2,066.43)
4/10/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	3.75	291.60	132.98	8.01	\$ 88.20		\$ 706.48	\$ -	\$ 394.00		\$ (1,325.06)
4/14/2025	Woodstock	Solid Waste	Michael Haben	Republic, Ashland	3.25	252.72	115.25	7.97	\$ 88.20		\$ 702.95	\$ -	\$ 373.00		\$ (1,464.92)
4/22/2025	Woodstock	Demo	Michael Haben	Republic, Ashland	4	311.04	141.84	7.88	\$ 88.20		\$ 695.02	\$ -	\$ 373.00	\$ 144.66	\$ (1,665.56)
21.00					80.00	\$ 6,356.01	\$ 3,208.62	124.74			\$ 9,905.96	\$ 1,716.08	\$ 4,922.40	\$ 953.44	\$ 2,367.16
															\$ (25,897.51)

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



**Major Gilbert Field (4R5)**

**To:** Town Board

**From:** Paul Wilharm

**Date:** 05/01/2025

**Re:** Monthly report for April 2025

During the month of April our airport was issue free.

Drop box receipts:	\$0.00
Traffic, flight plan:	13
Traffic, sign in	11
NOTAMS	01

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 !

RECEIVED

Initial dg

April 2025 Traffic count and revenue log / checklist

Drop box receipts \$ 0.00

The following filed flight plans:

04/05 N192AF

04/05 N4759J

04/11 N6395C

04/16 N215BF

04/16 C-FYZM

04/16 C-FYZR

04/23 N79843

04/24 N9490H

04/26 N1170M

04/26 N192AF

04/26 N921JB

04/27 N6418T

04/27 N717KG

For additional traffic see sign in sheet(s)

4/6/25
4/6/25
4/7/25
4/12/25
4/14/25

1	B	KDLC	
2	P	K+OB	
2	P	KGTG	
4	P	KANE	612-710-4107
2	Training	KFCM	507-236-3537

sign in  
(11)

210212  
1000





(5) ni deie

78

Run

Available Reports

Civil Airport Coordination Report

Civil Airport NOTAM Report

gAirportCounts

xMonthlyLogins

xUserEmails

Filter Name

Filter Value

Location4R5

StatusActive,Cancelled,Expired

Keyword

Date Range (Start)04/01/2025

Date Range (End)04/30/2025

1 total records!

Reference...	NOTAM N...	NOTAM Text	Designator	Rt
76270664	04/139	!GRB 04/139 4R5 RWY 04 FICON 1/1/1 100 PCT ICE OBS AT 2504071516. 2504071516-2504081516	4R5	Pa

4/25 NOTAM

MATON

25/1

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

**Zoning Report 4/30/2025**

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

**ZONING REPORT 4/30/2025**

Building/Land Use Permits			
2025		2024	
Value	Number	Value	Number
County	4	\$1975.00	12
Town	7	\$5322.60	16
Total	4	\$7297.60	28

Town Revenue (2025 to date)		Town Revenue (through 4/30/24)	
Permits	\$786.40	Permits	\$5,322.60
Variance	0	Variance	0
CSM	0	CSM	\$250.00
Special exception	0	Special exception	\$0
CUP	\$750.00	CUP	0
Map Change	0	Map Change	0
Total	\$1536.40	Total	\$5,572.60

**Vacation Rental Permits**

Source	2025 (to date)		Through 4/30/2024	
	Permits	Revenue	Permits	Revenue
Rentals by owner	27	\$9,900.00	32	\$9,600.00
Madeline Island Vacations	3	\$1200.00	1	\$300.00
The Inn on Madeline Island	0	0	1	\$300.00
Total rental properties	30	\$10,700.00	34	\$10,200.00

There were four new owners so far this year. Two of them are new to the rental pool.

The work group and I have turned the entire draft ordinance over to the TPC for review.

RECEIVED  
MAY 9 2025  
Initial: dg

## Zoning Report 4/30/2025

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

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	Parcel number 014	PROJECT TYPE	TOWN FEE	COUNTY FEE
4/1/2025			2025-03	Bolder Pointeb LLC	1462	Middle Rd.	00164-0200	Driveway	\$ 75.00	
4/2/2025			2025-04	Paul Wilharm	545	Middle Rd.	00193-0103	Camper	\$ 75.00	
4/8/2025		9475	2025-05	Bob Masewicz	668	Main unit1	00444-0100	Addition	\$ 137.40	\$ 175.00
4/8/2025			2025-06	Hilary Nelson	613	Miller Farm Rd.	00202-0300	Driveway	\$ 120.00	
4/29/2025		9476	2025-07	Vern Blyckert	2270	North Shore Rd.	00066-0230	RV Tiny Hm.	\$ 194.00	\$ 100.00
4/29/2025				Steve McHugh	2027	Benjamin BLVD	00076-0100	CUP	\$ 750.00	

Respectfully submitted,

Ed Schaffer

Zoning Administrator

## Accounting Manager Report

April 2025

1. Accounting Manager

The first quarter reports for department heads were very helpful in the department head meeting. Moving forward, I plan to prepare these reports quarterly and eventually monthly if needed. Workhorse is getting easier for me to work with, and I am finding myself fewer questions. The monthly reconciliations are also getting easier with fewer items to adjust. The new treasurer, Katey, has started and so far, seems to be a great fit for the position.

2. Kerber Rose- CPA Firm:

We met a few times with Nicole to discuss the tax settlements and if they were posted properly in Workhorse. We also discussed where the designated funds' balances are at, room and accommodation taxes.

3. Baker Tilly-2024 Financial Audit:

After months of preparing and submitting sample documents, vouchers and reports the auditors from Baker Tilly arrived on the island at the end of April. On sight, they were able to gather the remaining information needed. We are still working with them to finish up our end, then we wait for their official report.

4. Financial Working Group:

We continue to meet monthly to discuss the town's finances. In May, we welcome 2 new members both with banking backgrounds and interested in supporting the Town. Soon we plan to discuss the upcoming years' cash flow predictions.

Respectfully submitted,

*Liz Brown*

Accounting Manager

RECEIVED

Initial: dg

See



# LA POINTE POLICE DEPARTMENT

MADELINE ISLAND  
270 MAIN STREET  
LA POINTE, WISCONSIN 54850

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

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

**To:** Town Board  
**From:** Thom Rossberger  
**Date:** 5/8/2025  
**Re:** Monthly Police Report for April 2025

During the month of April, the La Pointe Police responded to the following:

27 Incidents/Complaints (calls for service)  
13 Traffic Stops  
18 Citizen Assists  
0 Accidents  
0 Civil Process  
3 False Alarm/911 hang up calls.  
4 Call Out  
1 Animal  
0 Parking Citations  
4 EMS

April weather and time of year, most island businesses are starting to prepare for the season. Department activity numbers are still down, but as we know, as summer comes so to do the people and problems.

Chief Defoe is still recovering and no specific date for his return; however he is optimistic and feels he may be ready to go, in mid-June.

Office Lindquist has concluded his recertification training and has been covering shifts on his own.

We have an opportunity to hire a female officer, Abbey Johnson, who works at the Ashland Co Court house. She has prior training and will need minimal recertification to have her current with the State of Wisconsin. Namely Firearms, DAAT, and Emergency Vehicle Operations Training. Ms. Johnson would be used on special events and if we have a need for a female officer to transport Emergency Detentions down state.

I continue to work with Ashland and Bayfield's dispatch regarding the change over from the current dispatch/report writing software (CODY to FLEX) there is a cost to the upgrade. We need to add to our computers to be compliant. We will no longer be paying for CODY but will need to pay for the FLEX software. This is a change the Ashland Bayfield Dispatch is making, and we must change with them.

If there are any questions or if you wish to discuss things within the department, please feel free to contact me.

SGTTJR

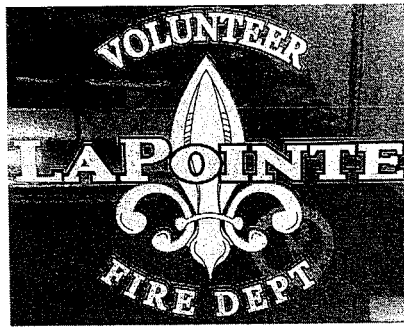
RECEIVED

Initial dg



guc

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



## April Chief's Report

No calls to report during the month of April.

Regular monthly training for April included our annual Wildland Fire Training with a representative from the DNR present. Also, we reviewed our future SOG for use of our new EV car fire blanket and proper firefighting foam techniques.

We will begin training for near shore, open water rescue with our new PWC (personal water craft). It is in the firehall, we are geared up and awaiting proper paperwork to train.

There will be a much needed Fire Inspector Training during our June monthly training. This will be put on by Rick Sommerfeld with the WI DSPS.

We have several small specialized teams that meet and train separately, on their own time. These teams include Ice Rescue, Dive Team, Drone Pilots and now a Water Rescue Squad.

An Apparatus Committee has been formed to bring the purchase of a replacement tanker to fruition. This is a small group of select fire fighters that meet monthly and keep up with fleet management. Including purchase reviews, repairs & maintenance.

We are exploring options for another large water source (pond) to supply year around, drawable water near the middle of the island. This is in order to provide effective & consistent coverage for the entire island.

Our First Responder ID cards have been processed and received. This is a nation wide identification system for anyone involved with EMS. We are happy to have this completed & thanks to Jack Nelson on that.

Respectfully,  
Tyler Andreas FF #02  
Assistant Chief & Training Officer  
*Dedicated Since '94*

RECEIVED

Initial dg

**TOWN OF LA POINTE  
POSITION OPENING**

**Seasonal CDL Driver**

**\$28 per hour  
Seasonal Employee  
(Approximately June- October, not to exceed 600 hours)**

**Duties and Requirements**

- Responsible for operating town equipment and vehicles, including vehicles over 26,001 pounds with and without a trailer over 10,001 pounds
  - Valid Driver's License
- Possession of Class A or B Commercial Driver's License

**Skills and Knowledge:**

- 5 years of experience operating commercial motor vehicles greater than 26,000 pounds
- Basic knowledge of diesel and gasoline engines, vehicles ranging from half ton pickup trucks to tandem axle dump truck with air brakes, hydraulic systems, air systems
- Experience operating heavy equipment such as wheeled compactor, front end loader, excavator.

**Please submit resume and application to  
Town Clerk  
PO Box 270  
La Pointe, WI 54850  
Or via email: [clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)**

**Applications due by 10:00am May 26<sup>th</sup>, 2025**

Or call/email the Town Hall at (715) 747-6913/ [clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)  
Questions? Call Public Works Director Pete Wiggins (715) 747-6855.

**The Town of LaPointe is an Equal Opportunity Employer**

RECEIVED

initial dg

Sue

## JOB DESCRIPTION

\*\*\*\*\*

# SEASONAL CDL DRIVER

**Immediate Supervisor:**

Public Works Director

**Classification:**

Seasonal / Part time

### I. Position Overview

- A. Responsible for operating town equipment and vehicles, including vehicles over 26,001 pounds with and without a trailer over 10,001 pounds.

### II. Examples of Duties

- A. Perform hauling of gravel and ditching spoils
- B. Perform pre and post trip inspection
- C. Notify the Town Mechanic of all repairs or maintenance required for safe operation
- D. Assist with road work as directed and as needed
- G. Respond to the public in a courteous manner; provide information within the area of assignment; resolve complaints in an efficient and timely manner.
- H. Operate front end loader

### III. Qualifications

- A. Knowledge of
- 5 years of experience operating commercial motor vehicles greater than 26,000 pounds
  - Basic knowledge of diesel and gasoline engines, vehicles ranging from half ton pickup trucks to tandem axle dump truck with air brakes, hydraulic systems, air systems
  - Experience operating heavy equipment such as wheeled compactor, front end loader, excavator.

RECEIVED

Initial: dg

#### **IV. Education and Training**

- A. Equivalent to the completion of twelfth grade.

#### **V. License/Certificates**

- A. Possession of valid Wisconsin Driver's License
- B. Possession of class A or B Commercial Driver's License

#### **VI. Physical Requirements**

- A. Perform moderate lifting and carrying, walking or standing for prolonged periods of time, bending, stooping, kneeling, climbing, crawling, while performing job duties.
- B. Color vision
- C. Hearing
- D. Ability to push 100 pounds and lift 50 pounds
- E. Ability to climb ladder and step ladder
- F. Ability to bend at the waist, sit, kneel, lay horizontally, climb, walk, etc. as job may require.

#### **VII. Working Environment**

- A. Extreme heat or cold
- B. Sustained noise
- C. Heights
- D. Electricity
- E. Lubricating fluids, cleaning solvents, batteries, diesel, gasoline, etc.

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

I have read and do understand the duties and responsibilities for the position of Town Mechanic and CDL driver for the Town of La Pointe.

---

Employee Signature

---

Date

PO# 2025-11



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 5/6/2025 Is this Expenditure Currently in the Budget? ☐ Y ☐ N

Person's Name Peter Wiggins If not, where will funds come from?

Budget Line Item # 53510-238 Currently in budget line item \$ 2,148.64

Project Name TV-145 Broom Date Needed 5/14/2025

Purpose Replace airport broom bristles / wear parts

Amount Estimate \$ 1,547.43 Checked State Purchasing Website ☐ Y ☒ N

Date Town Board approved: \_\_\_\_\_ SDS Needed? \_\_\_\_\_

Actual Cost \_\_\_\_\_ Actual Purchase Date \_\_\_\_\_

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

Vendor #1 MB Companies Inc Amount \$ 1,547.43

Vendor #2 \_\_\_\_\_ Amount \$ \_\_\_\_\_

Vendor #3 \_\_\_\_\_ Amount \$ \_\_\_\_\_

Why did you pick this vendor Equipment specific parts, we have a account with this vendor.

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 RECEIVED

Publishing/posting Needed? ☐ YES ☐ NO If yes, date(s) \_\_\_\_\_

Initial: deg



M-B Companies, Inc.  
P.O. Box 200  
New Holstein, WI 53061-0200  
www.m-bco.com

Phone: 1-800-558-5800

Fax: 920-898-4588

Quote Number: 43393

QUOTE

Page: 1 of 6

**Quote To:** CustomerID- 543100

La Pointe, Town of  
PO BOX 270  
La Pointe WI 54850

Phone: 715-747-6855

Fax:

**Ship To:**

La Pointe, Town of  
Madeline Island Airport  
795 Big Bay Rd.  
La Pointe, WI 54850  
United States

**Reference:**

**Sales Person:** Kabat, Dave

**Fax:**

**Email:**

**Date:** 5/6/2025

**Expires:** 6/5/2025

\*\*\*\*\*FREIGHT INCLUDED\*\*\*\*\*

Date: 05/06/2025

TermsDesc: Net 20 Days

Base Currency.

Line	Part	Description
------	------	-------------

1	907-92004	
---	-----------	--

REFILL, 3614, WAFER, POLY

**Lead Time** 10 DAYS

Quantity	Unit Price	Disc%	Disc Amt	Net Price
1.00 Each	1,547.43 /1		0.000	1,547.43

Quote Total: \$ 1,547.43

QuotForm:001:00

"All Quotes reflect FOB origin unless otherwise specified."



Quote Number: 43393

QUOTE

Page: 2 of 6

## General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

### 1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

### 2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

### 3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or





Quote Number: 43393

QUOTE

Page: 3 of 6

foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ( "Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

#### 4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

#### 5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

#### 6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

#### 7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery

**"All Quotes reflect FOB origin unless otherwise specified."**



Quote Number: 43393

QUOTE

Page: 4 of 6

of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

## 8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## 9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

**"All Quotes reflect FOB origin unless otherwise specified."**

QuotForm:001:00



Quote Number: 43393

QUOTE

Page: 5 of 6

## 10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

## 11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

## 12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

## 13. FORCE MAJEURE





Quote Number: 43393

QUOTE

Page: 6 of 6

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

## 14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

## 15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

SW  
**TOWN OF LA POINTE  
SUBDIVISION APPLICATION**

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

RECEIVED

TAX PARCEL ID # 014 - 00206-1600 014-00206-0100

ZONING DISTRICT: W-P W-1 W-2 R-1 R-2 R-3 S-1 S-2 C-1 LI-1 LI-2 G-1  
(circle all that apply) P-R C-V T-P M-1

LAND DESCRIPTION Parcels of land located in the NE-NW and SE-NW of Section 32, T. 50 N., R. 3 W., in the Town of La Pointe, Ashland County, WI

**PROPERTY OWNER(S): Robert Hartzell**

**MAILING ADDRESS: 1620 Dolphin Ct, Naples, FL 34102**

**DAYTIME PHONE:**

TAX PARCEL ID # 014 - 014-00206-0100

ZONING DISTRICT: W-P W-1 W-2 R-1 R-2 R-3 S-1 S-2 C-1 LI-1 LI-2  
(circle all that apply) G-1 P-R C-V T-P M-1

LIST ALL RESTRICTIVE COVENANTS:

To Be Provided By Landowner

PLEASE DESCRIBE THE PURPOSE OF THIS SUBDIVISION MAP:

Create a State Plat containing 2 Blocks with 10 total Lots.

"I (we) declare that this application (including any accompanying schedule) has been examined by me (us) and to the best of my (our) knowledge and belief 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 the Town of La Pointe Technical Memorandum #3 Subdivision Regulations, Ashland County subdivision regulations and Chapter 236 of the WI 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 premises at any reasonable time for the purpose of inspection."

SIGNATURE OF OWNER(S): 

DATE: 4 / 8 / 2015

SIGNATURE OF OWNER(S):

DATE: / /

☒ THE SUBDIVIDER SHALL FILE (20) COPIES OF THE CERTIFIED SUBDIVISION MAP WITH THIS APPLICATION AND FEES AT LEAST (15) DAYS PRIOR TO THE MEETING OF THE LAPOINTE TOWN PLAN COMMISSION. BEFORE SUBMISSION OF THE SUBDIVISION MAP, THE SUBDIVIDER IS ENCOURAGED TO CONSULT WITH THE LA POINTE PLAN COMMISSION OR ITS STAFF REGARDING GENERAL REQUIREMENTS AFFECTING THE PROPOSED DIVISION OF LAND.

☒ 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 FIVE (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.

**OFFICE USE ONLY**

FEE AMOUNT \$ 500 AMOUNT REC'D \$ 500 DATE 4 / 1 / 25 REC'D BY: Ed Szafler

TPC RECOMMENDATION TO TB MADE ON 5 / 7 / 25 TO ☒ APPROVE ☐ DENY

TB MOTION TO ☐ APPROVE ☐ DENY ON / /

RECORDED AT THE ASHLAND COUNTY REGISTER OF DEEDS ON: / /

CSM #

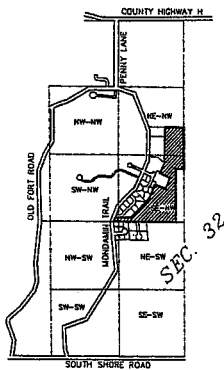
RECEIVED

Initial dg

# RASPBERRY FIELDS SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF SECTIONS 32, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN

LOCATION SKETCH  
WEST 1/2 OF SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN



BEARINGS ARE GRID BASED  
WCCS - ASHLAND COUNTY NAD(83 2011)  
REFERENCED TO THE N-S 1/4 LINE OF  
SECTION 32, BEING N 00°11'41" E

TOTAL AREA  
892,855 SQ. FT.  
20.50 ACRES

BLOCK 1 LOT AREA

LOT #	SQUARE FEET	ACRES
1	55,200	1.27
2	50,843	1.17
3	55,602	1.28
4	48,610	1.12
5	44,100	1.01
6	44,000	1.01

BLOCK 2 LOT AREA

LOT #	SQUARE FEET	ACRES
1	57,008	1.31
2	44,998	1.03
3	59,411	1.36
4	205,770	4.72

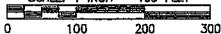
OUTLOT 1

SQUARE FEET	ACRES
227,314	5.22

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 21°50'14" E	85.00'
L2	N 45°48'37" E	99.50'
L3	N 86°37'33" W	52.09'

SCALE: 1 INCH = 100 FEET



WEST 1/4 CORNER  
SEC. 32  
2-1/2" CAPPED IRON PIPE

S 89°22'54" E

1233.79'

UNPLATTED LANDS  
DOC. NO. 380989

LOT 1  
CSM #188

LOT 2  
CSM #188

LOT 3  
CSM #188

LOT 4  
CSM #188

LOT 5  
CSM #188

LOT 6  
CSM #188

LOT 7  
CSM #188

LOT 8  
CSM #188

LOT 9  
CSM #188

LOT 10  
CSM #188

LOT 11  
CSM #188

LOT 12  
CSM #188

LOT 13  
CSM #188

LOT 14  
CSM #188

LOT 15  
CSM #188

LOT 16  
CSM #188

LOT 17  
CSM #188

LOT 18  
CSM #188

LOT 19  
CSM #188

LOT 20  
CSM #188

## LEGEND

- FOUND MONUMENT, 1" IRON PIPE, UNLESS NOTED
- FOUND MONUMENT, 3/4" IRON ROD
- ▲ FOUND MONUMENT, 1-1/4" IRON PIPE
- FOUND MONUMENT, 2" IRON PIPE
- 2" x 18" IRON PIPE, WEIGHING 3.65 LBS/FT, SET THIS SURVEY
- 1" x 18" IRON PIPE, WEIGHING 1.13 LBS/FT, SET THIS SURVEY

- SANITARY MANHOLE
- ▲ SANITARY LATERAL
- WATER LINE, CURBSTOP
- UTILITY PEDESTAL

CLIENT: HARTZELL

JOB NO.: N25/026 HARTZELL

DATE DRAFTED: 3/6/25

FIELD WORK COMPLETED:

MB, PC

SCALE: 1 INCH = 100 FEET

DRAFTED BY: L. SERVINSKY

FILE: N:\50nr3w\SEC32

PACSOFT: \PDATA\N20\_123.PRJ

AUTOCAD: \2025\_HARTZELL PLAT

N25\_026 HARTZELL PLAT.dwg

SHEET 1 OF 2 SHEETS

NELSON  
SURVEYING  
INCORPORATED

SURVEYING YOUR NECK OF THE WOODS SINCE 1964

101 W. MAIN STREET  
SUITE 100  
ASHLAND, WISCONSIN 54806  
(715) 882-2882  
WWW.NELSONSURVEYING.COM

©

Sue

**TOWN OF LA POINTE**  
**REGULAR TOWN BOARD MEETING**  
**APRIL 8th, 2025**  
**5:00PM at Town Hall**  
Draft Minutes

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Mike Anderson (via phone)

**Staff Present:** Town Administrator Max Imholte, MRF Interim Supervisor Evan Erickson, Public Works Director Pete Wiggins, Town Clerk Alex Smith

**Public Present:** Paul Brummer, John Carlson, Charley Brummer, John Apitz (via zoom)

**Call to Order:** 5:00pm

**I. Public Comment A\***

Mike Anderson congratulated the elected officials from the April 1<sup>st</sup> election.

Charley Brummer mentioned when purchasing a new hook truck, to purchase one that can be serviced by the Town when needed.

Glenn Carlson announced the winning of the school referendum for improvements of both the Bayfield and Island schools. He also expressed the Town's condolences of Charlie Meech's passing.

**II. Administrative Reports**

A. Town Admin's Report: Prepared by Max Imholte.

B. Public Works Director's Report: The report was missing accidentally, will be available next meeting.

C. MRF Supervisor's Report: Prepared by Evan Erickson.

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

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

F. Accounting Manager's Report: Prepared by Liz Brown.

G. Police Chief's Report: Prepared by Thom Rossberger.

H. Fire Chief's Report: No report.

I. Ambulance Director's Report: Prepared by Sarah Schram.

**III. Public Works**

A. Roads, Dock and Harbor

1. Purchase Order for Grader Carbide Bits:

Motion to approve the purchase order for grader carbide bits in the amount of \$1,515.90, M. Anderson/S. Brenna, 4 Ayes, Motion Carried.

B. Parks

1. Hire Parks #2:

Motion to hire Thomas Tiddle as Parks #2 at \$20/hr starting May 5<sup>th</sup>, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

C. Airport

RECEIVED

APR 8 2025

Initial: dg

1. Airport Flyer Article "Airport of the Month": The Town Board discussed the flyer article written about the Madeline Island Airport. Possibility of trying to get on record with the FAA.

**IV. Committees:** There was nothing to discuss at this meeting.

**V. Town Hall Administration**

A. Discussion of Town Park Canoe/Kayak Rack Rental Ordinance:

The Town Board addressed a public complaint about the current rack rental ordinance and fairness to current people on the waiting list, the first person on the waiting list has been on since 2019. The Town Board came to a consensus that the rate will be increased next year as well as offering assistance with the removal of kayaks and canoes that may be only using the rack for storage to hopefully allow new rentals.

B. Consider Short Term Loan to Harbor Commission:

This item was deferred to the next meeting.

c. Discussion of Livestreaming Committee Meetings:

The Town Board came to a consensus that all committee meetings should be live streamed via YouTube except for Community Awards Committee.

**VI. Vouchers**

A. Town of La Pointe:

Motion to approve the town vouchers in the amount of \$23,288.75, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

**VII. Minutes**

A. Regular Town Board Meeting – March 11<sup>th</sup>, 2025

B. Regular Town Board Meeting - March 25<sup>th</sup>, 2025

Motion to approve the minutes from March 11<sup>th</sup> and March 25<sup>th</sup> as submitted, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

**VIII. Emergency Services:** There was nothing to discuss at this meeting.

**IX. Public Comment B\*\***

John Carlson thanked the Town Board for agreeing to livestream committee meetings on YouTube. He stated that watching the meetings can sometimes provide more than the minutes are able to reflect in words.

**X. Liquor Licenses:** There was nothing to discuss at this meeting.

**XI. Lawsuits & Legal Issues**

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

A. Petition with Ashland County Circuit Court case Regarding Ashland County Tax Levy

B. Sargent Claim vs Town of La Pointe

There was nothing to discuss at this meeting. No closed session.

**XII. New Agenda Items for Future Meetings**

WHEDA LOAN

Short term loan for HC

Temp Liquor License

Amend Fee Schedule – Tariff and MRF fees

PO for grader repair



Public Works Report

**XIII. Adjourn:** Motion to adjourn, S. Brenna/A. Baxter, 4 Ayes, Motion Carried. 5:23pm

**Submitted by Town Clerk, Alex Smith.**

DRAFT

Sue

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
TUESDAY APRIL 15TH, 2025  
IMMEDIATELY FOLLOWING THE ANNUAL TOWN MEETING**

Draft Minutes

27 towns people present including Town Board and staff (3 attended via zoom)

**I. Call to Order**

Meeting called to order by Glenn Carlson at 5:19pm.

**II. Public Comment A\***

No public comments were made.

**III. Approve Resolution #2025-0415 authorizing a \$500,000 loan from the BCPL for Town capital projects:**

Chair Glenn Carlson read the preamble and introduced the presented resolution.

Motion by Aimee Baxter to approve Resolution #2025-0415 to authorize a loan in the amount of \$500,000 with The Board of Commissioners of Public Lands, seconded by Sue Brenna. Roll Call Vote Aimee Baxter yes, Sue Brenna yes, Samantha Dobson yes, Mike Anderson absent, Glenn Carlson yes, Motion Carried.

Mike Anderson arrived at 5:26 via phone.

**IV. Ratify the Chair's appointment of member to the open Harbor Commission seat**

Motion to ratify Chair's appointment of Mary Ross to the Harbor Commission, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

**V. Approve Purchase Order for Brush Truck Outfitting (#2025-8)**

Line item should be read (2025-10).

Motion to approve the purchase order for brush truck outfitting (2025-10), A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

**VI. Public Comment B**

No public comments were made.

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

Submitted by Town Clerk, Alex Smith.

RECEIVED  
Initial dg

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

**April 22nd, 2025**

**5:00PM at Town Hall**

Draft Minutes

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

**Staff Present:** Town Administrator Max Imholte, MRF Interim Supervisor Evan Erickson, Public Works Director Pete Wiggins, Town Clerk Alex Smith

**Public Present:** John Carlson, Ken Myhre, Eric Eloff, Paul Brummer, Charley Brummer

**Call to Order:** 5:00pm

**I. Public Comment A\***

Paul Brummer commented about the location of the Temporary Liquor License for the Madeline Island Wilderness Preserve's Spring Reception.

Samantha Dobson asked about the annual Earth Day cleanup at Joni's and if we could get the cleanup trailer for this coming Saturday.

Glenn Carlson clarified the misclassification of the Room Accommodation Tax, roughly \$157,500 was put under General Government which explains the discrepancy.

**II. Administrative Reports**

A. Town Administrator's Report: Prepared by Max Imholte.

B. Public Works Director Report (March): Prepared by Pete Wiggins.

**III. Public Works**

A. Roads, Dock, Harbor

1. Purchase Order to Repair Hydraulic Front Wheel Drive for Grader

Motion to approve the purchase order to repair hydraulic front wheel in the amount of \$3,990.90, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

2. Purchase Order to Replenish Culvert Stock and Purchase 24" diameter culvert for Old Fort Road:

Motion to approve the purchase order to replenish culvert stock in the amount of \$3,990.90, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

B. Parks

1. Hire Camp Host #2

Motion to hire Julie Hedges as Campground Host #2 at \$20/hr starting May 5<sup>th</sup> not to exceed 600 hours, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

C. Materials Recovery Facility (MRF)

1. Approve 2025 E-Cycle Wisconsin Electronics Collection Grant Program:

Motion to approve the application for 2025 E-Cycle Wisconsin Electronics Collection Grant, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

D. Greenwood Cemetery

1. Approve contract with Kathleen Erickson for cemetery mowing:

Motion to approve the contract for cemetery mowing with deletion of Section 5

RECEIVED

Initial dgr

S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

#### **IV. Committees**

##### **A. Planning and Zoning**

###### **1. Approve Fire Sign Installer Job Posting and Description:**

Motion to approve the Fire Sign Installer job posting and description, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

##### **B. Town Planning Commission**

###### **1. Appoint member to Town Planning Commission:**

Motion to appoint David Ehlen to the Town Planning Commission with a term date ending 4/30/2028, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

##### **C. Committee Minutes: Placed on file by unanimous consent.**

#### **V. Town Hall Administration**

##### **A. Budget Summary Report:**

Motion to approve the Budget Summary Report as presented, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

##### **B. Resolution #2025-0422 Amend Fee Schedule:**

Motion to approve Resolution #2025-0422 to amend the fee schedule to incorporate MIFL Tariffs and additional MRF fee, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

##### **C. Approve Short Term Loan to Harbor Commission:**

Motion to approve a short-term loan to the Harbor Commission in the amount of \$300,000 at 5% annual interest rate compounded monthly, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

##### **D. Approve RFB for Tennis Court Resurfacing:**

Motion to approve the RFB for Tennis Court Resurfacing with removal of first requested washing of courts, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

##### **E. Letter of Support to Ashland County for Shoreline Stabilization on County H:**

Motion to approve a letter of support to Ashland County with correction of year-round population in draft letter, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

#### **VI. Vouchers**

##### **A. Town of La Pointe:**

Motion to approve the town vouchers in the amount of \$9,176.03, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

#### **VII. Alternative Claims:**

Motion to approve the alternative claims in the amount of \$1,076,302.78, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

#### **VIII. Treasurer's Report:**

Motion to approve the treasurer's report as presented, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

#### **IX. Minutes:** There were no minutes presented at this meeting.

#### **X. Emergency Services:** There was nothing to discuss at the meeting.

#### **XI. Public Comment B\*\*:**

Glenn Carlson wished Town Boar Supervisor Aimee Baxter Happy Birthday.

Eric Eoloff asked about the reasoning for the short-term loan to the Harbor Commission.

Glenn Calson clarified during the ferry's leanest time of year, the short-term loan will assist with cash flow, this was also done last year. The request for a loan with BCPL that was approved at the end of March was unable to be approved in time due to mailing issues, the BCPL should be able to approve the two loans sometime in May.

## **XII. Liquor Licenses**

A. Temporary Class B" License for the Madeline Island Wilderness Preserve (Spring Reception) on May 24<sup>th</sup>, 2025:

Motion to approve the Temporary Class B" License for the Madeline Island Wilderness Preserve for their Spring Reception on May 24<sup>th</sup>, 2025, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

## **XIII. Lawsuits & Legal Issues**

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

A. Petition with Ashland County Circuit Court case Regarding Ashland County Tax Levy

B. Sargent Claim vs Town of La Pointe

There was nothing to discuss at this meeting. No closed session.

## **XIV. New Agenda Items for Future Meetings**

Minutes

**XV. Adjourn:** Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:34pm

**Submitted by Town Clerk, Alex Smith.**

TOWN OF LA POINTE

# ANNUAL TOWN MEETING

Tuesday, April 15th, 2025

**5:00 PM at Town Hall**

Draft Minutes

27 townspeople were present including Town Board & staff (3 via zoom). Please see sign up sheet for more details.

## I. Call to Order

Meeting called to order by Glenn Carlson at 5:00pm.

## II. 2024 Financial Report

Mary Ross asked if the town spent more money than was brought in.

Glenn Carlson clarified that is correct due to the capital outlay being included, which was \$515,000 in capital expenses.

John Carlson asked for an explanation of the major difference in what the budget was versus the actual was for the conservation development.

Glenn Carlson stated it was possibly from the Energy Committee in the amount of about \$200,000. We will check back and clarify with a definitive answer.

## III. Minutes

A. Annual Town Meeting – April 16th, 2024

B. Special Town Meeting – December 5th, 2024

Motion by Sue Brenna to approve the town minutes from April 16th, 2025, and December 5th, 2024, seconded by Micael Collins, all in favor, no oppositions, Motion Carried.

## IV. Old Business:

There was no outstanding old business to discuss.

## V. New Business

### A. Topics from the People

John Carlson requested town texts for the change in ferry service. He also requested that the Harbor Commission hold their meetings in the evening to allow more people to attend.

Eric Eoloff asked if the grant for MIFL has been affected by the Trump Administration with federal funding.

Glenn Carlson has not heard of any changes to the Ferry Boat Program, which is an annual program that allocates x amount of dollars for publicly owned ferry transportation on a proportional basis. It is estimated in 2026 the Town of La Pointe could receive \$300,000 to \$400,000.

John Carlson mentioned the large amount of overtime for the police department in the past and asked what the status is thus far.

RECEIVED

Initial dg

Glenn Carlson stated he doesn't have an exact number at this time. However, with the hiring of a new part-time police officer, the expectation of overtime is much less than there had been in the past. It is something that is being monitored.

Jim Peters mentioned a previous request for placement of sidewalk on the corner of Big Bay Rd by the ferry.

Glenn Carlson stated that when this was put out for bids, there were no bids or contractors.

Evan Erickson clarified that one of the property owners had refused and extending the current sidewalk would require rewiring with Norvado that would be extremely costly.

Debra Dahlin mentioned the number of businesses for sale and asked if there was anything that happens on a business development level encourage sale of the properties. She also asked about any movement towards a community center.

Glenn Carlson clarified the library was taking on looking into feasibility of a community center, however the project is currently on pause. We do not have a specific business development through the town, this is something the Madeline Island Chamber of Commerce would be involved in.

Eric Eloff mentioned there have been a lot of recent property purchases and the continued interest on the island, despite lacking commercial. He asked about thoughts on the recent school referendum for school improvements passing.

Glenn Carlson mentioned that he was not entirely optimistic about the passing of the referendum particularly because there were two school board members that were against the referendum, including the school board president. The island voting turnout was about 90%. The referendum would not have passed by about 35 votes without the island votes, the island had about 232 votes in favor of the referendum.

Samantha Dobson gave a shoutout to Elena Erickson and her involvement on the school board.

Zach Montagne stated it is disappointing that the school board reduced the original request from building a new school to changing it to repairs on an old building,

**VI. Adjourn:** Motion by Michael Collins to adjourn, seconded by Zach Montagne, all in favor, Motion Carried, 5:19pm

**Submitted by Town Clerk, Alex Smith.**

## **Town of La Pointe Planning and Zoning Town Plan Commission Regular Monthly Meeting Agenda**

**Wednesday May 7, 2025, at 4:00 PM at Town Hall**

<https://us02web.zoom.us/j/85817354068?pwd=WWY4REFXZ3dLaVROQXlMOWV3WVB4dz09>

- I. Call to Order/Roll Call**
- II. Public Comment (less than 1 minute)**
- III. Approval of Previous Minutes**
  - a. TPC RMM 4-2-2025**
- IV. Zoning Administrator's Report**
  - a. Written and Verbal Report**
- V. Old Business**
  - a. Review land use applications**
  - b. Review Hartzell subdivision map, make recommendation to the TB.**
  - c. Discussion on Draft Ordinance, possibly set date for public hearing.**
- VI. New Business**
  - a. Discussion on removing the Stop Work Order from Hartzell Expandable Condominium project. Make recommendations to the TB**
  - b. Set date for a public hearing for Steve McHugh CUP (home occupation).**
  - c. Discussion on having ZA going back to approving land use applications, make recommendation to the TB.**
- VII. Commissioner updates**
  - a. Fire numbers**
  - b. Hartzell expandable condominium**
  - c. Zoning re-write**
  - d. Comprehensive Plan**
- VIII. Future Agenda Items**
- IX. Extended Public Comment (less than 5 minutes)**
- X. Next Scheduled Meeting**
- XI. Adjournment**

**Suellen Soucek Chair, Town Plan Commission**

*Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk. Note: It is possible that members of other governmental bodies of the municipality (and possibly a quorum) may attend this meeting to gather information. No action will be taken by any governmental body at this meeting; other than the governmental body specifically referred to in this notice.*



**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**FRIDAY April 4<sup>th</sup>, 2025**  
**9:00 a.m. at Town Hall and Live via YouTube**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Glenn Carlson, Evan Erickson Jr. (via Zoom), Susan Widmar, Jay Wiltz

**Commissioners Absent:** Pete Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary (via Zoom), Katie Kisner, Chief Administrative Officer

**Public Present:** Cal Linehan, Paul Brummer, Charley Brummer, Elena Bangeeva Erickson, Hilary Olander Quamme

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*:
  - a. Paul Brummer stated that he is still waiting for a 4:30/5pm meeting time. He also mentioned that he hopes the late boats for after school activities will not hinder special morning boats for propane.
  - b. Cal Linehan noted that MIFL recommends using Cooper Engineering as the engineering firm for the Harbor Assistance Program project.
  - c. Elena Bangeeva Erickson specified the days of the after-school activity boat requests as 7pm leaving Bayfield, Mondays and Wednesdays.
  - d. Evan Erickson congratulated Steve Miller on his retirement after 40 years working for Madeline Island Ferry Line. All Commissioners congratulated Steve.
4. Minutes – 3/20/25: Motion by M. Collins to approve the minutes as presented, seconded by J. Wiltz, all in favor, motion carried.
5. Chief Administrative Officer Report – Katie Kisner: Motion by E. Erickson to put the CAO report on file, seconded by S. Widmar, all in favor, motion carried.
6. Harbor Assistance Program Grant Update: Discussion on reimbursement process for the grant. The timeline should be on schedule.
7. Award Bid and Approve Contract for Madeline Island Ferry Line Boat Dock and Ramp Reconstruction - Engineering Preconstruction Site Studies and Planning: Motion by E. Erickson to award the bid to Cooper Engineering, seconded by M. Collins. Bid is slightly higher than the other bid that came in, but it includes site visits.

8. Award Bid and Approve Contract for Madeline Island Ferry Line Boat Dock and Ramp Reconstruction - Steel Ferry Dock Loading Ramp: Motion by E. Erickson to award the bid to Cabs-Rops & Attachments, seconded by S. Widmar. E. Erickson notes the bid is over budget.
9. Discuss Late Boats for After School Activities: MIFL is prepared to run a boat at 7pm leaving Bayfield on Mondays and Wednesdays, however, currently ice is an issue; 6:40pm was suggested but not feasible for the activities. Consensus that they will plan for 7pm unless ice is a concern. The Harbor Commission will absorb costs.
10. Authorize Transfer of Funds for Reserve Loan Payments: Motion by G. Carlson to transfer \$21,901.76 to the debt service bank account, seconded by E. Erickson, all in favor, motion carried.
11. Review of MIFL Management Contract: Motion by Z. Montagne #11 to after #15, seconded by M. Collins, all in favor, motion carried.

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

12. Approval of Bills: Motion by Z. Montagne to approve the bills in the amount of \$63,837.17, seconded by S. Widmar, all in favor, motion carried.
13. Future Agenda Items: Update on late boats/ice conditions, Harbor Assistance Program project, Board of Commissioner of Public Lands loan update.
14. Meeting Dates: Thursday, April 17<sup>th</sup>, 2025, at 9am.
15. Public Comment B\*\*: None.

#11: Motion by G. Carlson to go into closed session, seconded by E. Erickson, roll call vote, 6 ayes, motion carried. Meeting in closed session at 9:36am.

Motion by M. Collins to go into open session, seconded by E. Erickson, all in favor, motion carried. Meeting back in open session at 10:17am.

16. Adjourn: Motion by J. Wiltz to adjourn, seconded by S. Widmar, all in favor, motion carried. Meeting adjourned at 10:18am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented Monday, 21<sup>st</sup>, 2025, L. Burtaux.

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY April 17<sup>th</sup>, 2025**  
**9:00 a.m. at Town Hall and Live via YouTube**

**Approved Minutes**

**Commissioners Present:** Michael Collins, Zach Montagne, Glenn Carlson, Evan Erickson Jr., Susan Widmar, Jay Wiltz, Mary Ross

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer

**Public Present:** Cal Linehan (via Zoom), Paul Brummer

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A\*:
  - a. Paul Brummer requested the Harbor meetings be held at 4:30/5pm.
  - b. Cal Linehan asked that the town lower their flags to half mass as a prominent member of the community passed away this morning.
  - c. Mary Ross informed everyone that Gary Russell passed away and asked for a moment of silence in honor of Gary.

Motion by J. Wiltz to move to items #8 & 9, seconded by M. Collins, all in favor, motion carried. Discussion to approve the contracts and adjourn the meeting due to the passing of Gary Russell.

4. Introduction of New Harbor Commissioner: No discussion.
5. Minutes – 4/4/25: No discussion.
6. Chief Administrative Officer Report – Katie Kisner: No discussion.
7. Discuss Tariff Modifications: No discussion.
8. Approve Contract for Cooper Engineering for Engineering Preconstruction Site Studies and Planning: Motion by G. Carlson to approve the contract as presented, seconded by Z. Montagne, M. Ross abstains, E. Erickson absent for the vote, 5 ayes, all in favor, motion carried.
9. Approve Contract for Cabs-Rops & Attachments for Steel Ferry Dock Loading Ramp: Motion by Z. Montagne to approve the contract as presented, seconded by S. Widmar, M. Ross abstains, E. Erickson absent for the vote, 5 ayes, all in favor, motion carried.
10. Updates on Late Boats for After School Activities: No discussion.
11. Board of Commissioners of Public Land Loan Update: No discussion.
12. Harbor Assistance Program Project Updates: No discussion.

13. Review of MIFL Management Contract: No discussion.

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

14. Approval of Bills: No discussion.

15. Future Agenda Items: No discussion.

16. Meeting Dates: Monday, April 21<sup>st</sup> at 9am.

17. Public Comment B\*\* *Public Comment that is longer than one minute.*

18. Adjourn: Motion by Z. Montagne to adjourn, seconded by G. Carlson, all in favor, meeting adjourned at 9:08am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.

Minutes approved as presented Monday April 21<sup>st</sup>, 2025, L. Burtaux.