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

Town Board Meeting Memo REVISED

From: Max Imholte, TA

Date: November 11, 2025

Re: Agenda Items

• Committees:

A. TPC: The current zoning ordinance states that the TPC "shall consist of five (5) residents of the Town". One recently appointed TPC member is not a full-time resident of the Town. He has resigned and will be replaced by Aimee Baxter.

• Town Hall Administration:

A. Approve Reiman Property release and conveyance documents. This property was given to the Town in 2007 on the condition that it develop a park on the property within a reasonable time. Since that didn't happen the family wants the property to be conveyed directly to the Wilderness Preserve.

• Emergency Services:

A. Fire Department: Approve resolution recognizing Rick Reichkitzer's service as Fire Chief.

dg.

TOWN ADMINSTRATOR REPORT 11/11/2025

The 2026 budget process has advanced past both rounds of the workshops. We are now coordinating tweaks involving compensation, fees and Library programming staffing.

The renewal process for SAM.gov has gotten more difficult with the Federal government shutdown. SAM.gov is important for us because our ambulance billing reimbursement occasionally comes through the VA. At this point in the shutdown anything that can be handled by the computers is not a problem but if humans must review something there is a slow down.

Jolma Electric will be installing the post and racking system for the solar panels before the end of the year. There is still no resolution as to the foreign inverter issue. This also could be affected by the shutdown.

We were able to fast track the purchase of a new grader only to find out that it had a manufacturing defect, an oil leak in the engine block. John Deere is loaning us our old grader (with the replacement part that it needed) until the new grader is fitted with a brand-new engine.

We are coming to a close on the Rieman Park conveyance to the Wilderness Preserve. We were waiting for releases from the Rieman heirs and we have them now. This is on the agenda for the RTBM on 11/11/25.

I am working on resolving the interdepartmental issues between the LVFD and the Police Department. I spoke to the Fire Department about this issue at their monthly meeting on Nov. 5th.

Public Works Report October 2025

TEO CERCE CONTRA

Good News!! The Town purchased and brand-new grader from McCoy Construction and Forestry!!! Bad news.... It has a cracked engine block... Unfortunately this problem was not caught by the dealer before we purchased the machine, but it is covered under a 7-year 1500-hour warranty program. The dealership is working on getting a replacement engine to their facility in the first week of November and the replacement should take about a week. In the meantime, we don't have a grader. McCoy Construction and Forestry are working on getting a loaner to us but the window for grading roads is rapidly closing. I will do what I can with our other pieces of equipment to maintain the gravel road surfaces until we get a loaner or our machine repaired.

The reason for the purchase of this new machine was due to our old machine getting to the end of its life. It was purchased new in 1998 and after 27 years of heavy use year-round, we were in desperate need of a replacement. Many parts for the old machine have been discontinued due to its age and that would have left us in a bad situation if we had a break down especially in the winter months. The grader is the most used piece of equipment Public Works has and is essential for maintaining and plowing our road systems. We average about 660 hours on this machine per year.

When I began looking at options for a new machine a year ago, we were quoted \$413,000 after a \$30,000 trade for our old one. Just so happens that John Deere is coming out with a new model in 2026, so they discounted the 2025 machine \$30,000 and honored the \$30,000 trade in value for our old machine. This was a once in a lifetime deal for us and I am glad the Town Board saw it the same way. The new machine comes with a 7-year 1500-hour warranty program and a 5-year 1500-hour maintenance program where John Deere performs services at specific hour intervals at no additional cost. We will be looking at trading this machine in for a new one in 7 to 10 years as these machines retain much of their value and so we don't run into the same issue of parts availability.

This month we wrapped up our ditching project on North Shore Road. We ditched 2.2 miles from the North Shore / Big Bay Road intersection to Fire # 1642 North Shore Rd. and replaced two cross culverts in this section of road that had severe deterioration. This particular stretch of road sees a lot of spring runoff and has flooded this section many times. We try to do large ditching projects in early fall every year when traffic is at its lowest

to have minimal impact on commuters. It was brought to my attention that some people were very unhappy about the road closures despite driving past several road closed ahead signs, and I would like to ask if in the future all complaints be directed at me and not my employees. My office is always open, and my contact info will be provided at the end of this report. I encourage everyone that reads this report to get on the Towns text alert system. We send out a text before every planned road closure. Please contact Town Hall with questions on how to be added to this list.

Trevor Kruger has been hired as a full-time Public Works employee. He will be working at MRF, and with the roads crew. He has been training in the Public Works equipment and how MRF operates.

Big Bay Town Park office is closed for the season. Many thanks to our Camp Hosts, Julie Hadges, Rand and Fern, for their long hours and chaotic days at the BBTP. Ray has winterized the 3 bathrooms out there and will be closing and winterizing the White Fish Street, Rec Center, and Joni's Beach bathrooms within the next.

Steve Wakem is done for the year installing fire numbers around the Island. He did some really great work creating an efficient system for utility locates and sign installations, we owe him many thanks for all his hard work!!!

Roads

- Graded North Shore 3 times.
- Graded Benjamin Blvd. 1 time.
- Graded Old Fort/Capser Rd. 1 time.
- Graded School House Rd. 1 time.
- 6 yards of gravel added to Raymond Road.
- Replaced two cross culverts on North Shore Rd.
- Added cold mix asphalt to the Mondamin Trail culvert patch.
- Finished ditching a stretch of North Shore Road.
- Mixed 150 yards of 5% salt to sand.
- Cleaned up several downed trees on North Shore and South Shore Road.
- Right of way clearing along Main Street.

Equipment

- Full service on the 2019 Western Star dump truck: Oil change, fuel filter replacement, hydraulic filter replacement, transmission filter and fluid replacement.
- Full service on the 2005 Sterling dump truck: Oil change, fuel filters replaced, hydraulic filter replaced, transmission fluid and filter replacement, replaced accessory drive belt.
- MRF Roll-off truck: Replaced air brake chamber, repaired hydraulic leak, replaced headlight assembly.
- Full service to the 2021 Chevy 2500.
- Full service to the 1998 Chevy 2500.
- Full service to the 2004 Chevy 2500.
- Replaced transfer case seal in the 2004 Chevy 2500.
- Full service to the 2016 Dodge 5500.
- Plow on 2005 Sterling dump truck.
- Replaced the electronic throttle pedal in the 1998 Ford L9000. We were able to rob
 this part from the retired roll-off truck.
- Full service on the New Holland Skid steer.

Facilities

- Replaced exhaust fan in BBTP bathroom.
- Replaced well pump and well pump electrical service that feeds both the Winter Transportation Building and the Emergency Services Building.
- Removed overgrown brush around The Clinic and Library propane tanks.
- Cleaned up grounds around the Winter Transportation Building.

Parks

- Repaired picnic benches.
- Repaired toilets and urinals at the BBTP.
- Repairs to two bridges at the BBTP.
- Removed trash cans for the winter at Pocket Park, BBTP and LeSeur St and Bell St.
- Winterized BBTP hand pump well.
- Tree removal at BBTP.
- Final cleaning of bathrooms at BBTP.
- Winterized bathrooms at BBTP.

Fire Numbers

• Installed 18 fire number signs on Main Street. We still have many more that need to be installed all over the Island, but we are currently waiting for a large order to be shipped to us. Trevor will be handling the remainder of these installations moving forward.

Respectfully Submitted by,

Pete Wiggins, Public Works Director.

Office: 715-747-6855

E-mail: foreman@townoflapointewi.gov

October 2025 MRF Report

The end of summer officially happened. The first couple weeks of the month were beautiful, with temperatures in the 70s for Applefest, and perfect weather for fall fest. At the end of the month, we have started to have some morning frost on the grass and windshields. For the MRF, our numbers were better than in September, but we did see many customers making their last dump run for the year before they headed back to their winter spot.

For the month of October, we seen an increase in hauling compared to September as well. Over the course of the month, Woodstock and Micheal made a total of 9 trips with a total weight of 87.60 tons. We had a total of five demo runs at 53.36 tons, two solid waste runs at 19.17 tons, one load scrap metal load at 6.6 tons and generating \$594 in recycling revenue, and one load of cardboard at 8.47 tons generating \$338.80 in recycling revenue.

Bailing for the month did decrease slightly compared to September. Over the month we made a total of 7 bales totaling 6,618 pounds. These bales consisted of five cardboard at 5,598 pounds, and two aluminum at 1020 pounds. So far for 2025 we have baled a total of 80,824 pounds of recycling in 2025 which is an increase of 3,257 pounds compared to this time last year. Currently, we have 12 bails of aluminum in storage, but to make a load we will need 15. We should see a second shipment of aluminum to Chicago Iron before the end of the year.

Woodstock only had one minor issue for the month of October. During a pre-trip inspection on Monday the 13th, Micheal noticed that there was air coming out of one of the rear brake chambers. Woodstock was taken to Matt at the town shop for repair. While inspecting the issue, Matt found that a second brake chamber has also failed. Matt replaced both failed brake chambers and had Woodstock ready to work by the 15th. Thank you, Matt, for another great job.

During the month of October, the Town of LaPointe had its first round of budget meetings. After the first round of meetings, and adjusting payroll hours, the MRF is looking for around \$246,480.41 in funds for operations in 2026. This is a \$25,095.95 reduction in funds requested for operations in 2025. As a capital purchase, the MRF is looking for around another \$185,000 to upgrade our hauling truck. Currently "Woodstock" is our main hauling truck and "The Beast" is the unusable backup truck. We are looking to purchase a truck that is 2-3 years old and low miles. The goal is to have a truck that will serve the MRF and the Town for 10-15 years without major problems.

You will start seeing a new face here at the MRF moving forward. Newly hired in the Town Laborer Position, Trevor, will start spending time at the MRF on open days. Trevor spent the summer working in the Parks department and applied for the Town Laborer position when it opened. With the Parks shutting down, he will be starting to take over some of the open days.

As a reminder, the MRF will start to close on Mondays starting in December. Due to low traffic and an attempt to use Town personal efficiently, Public Works and the Town Board decided to have the MRF closed on-Mondays from December-1st until April 1st.

Financial Information Through Square:

October:

Gross Sales:

\$18,097.59

MRF card discounts:

(\$2,814.51)

Total Revenue:

\$15,283.08

Card Fees:

(\$432.90)

Net Total:

\$14,850.18

Year to Date:

Gross Sales:

\$176,054.37

MRF card discounts:

(\$24,344.76)

Total Revenue:

\$151.709.61

Fees:

(3,970.98)

Net Total:

\$147,738.63

Outstanding invoices through Square: \$8,238.31

Outstanding MRF card balance:

\$17,845.39

Recycling tracking:

See attached spreadsheets for hauling recycling data

Cardboard bailed: August/YTD:

5,598lbs/64,050lbs

Aluminum bailed: June/YTD:

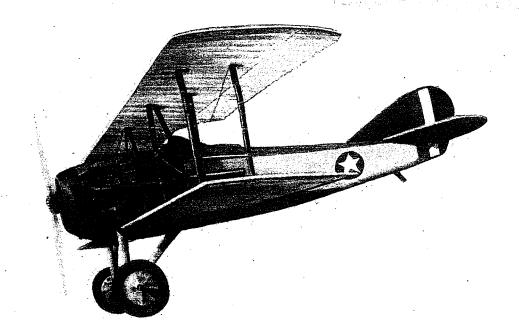
1,020lbs/10,488lbs

Tin bailed: June/YTD:

548lbs/3,006lbs

Hauling:

9 loads hauled (87.60 tons) during the month of October. 2 solid waste, 5 Demo, 1 scrap metal.



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 11/03/2025

Re: Monthly report for October 2025

During the month of October our airport was issue free.

Drop box receipts: \$15.00 Traffic, flight plan: 49 Traffic, sign in 27 NOTAMS 02

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

Attached are logs / checklists

Thanks!

Paul Cover + (5) October 2025 Traffic count and revenue log / checklist Drop box receipts \$ 15.00 The following filed flight plans:

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	10/4 N6/68K 10/11 N79843
	10/6 N3968N 10/13 N784BG
er e	10/6 N839 RV 10/18 N6/65K
	10/7 N44CU 10/18 N624NA
	(0/7 N151JB 10/18 N8534R
	10/7 N6444T 10/18 W6496J
	10/8, N346BA 10/18 N79843
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	10/8 N2879W 10/24 N523WB
	10/8 N905PA 10/24N34FT
	10/8 N632ZX 10/24 N9774B
	10/8 N/5/9V 10/24 N6322X
	10/8 N70392 10/24N43RK
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10 25 NOTAM

Planning & Zoning Administrator Town of La Pointe, Wisconsin October 2025 Report

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Planning for Lessons Learned Open House with Stakeholders – December 10th

During October, I have been coordinating with our UDC Inspector and a representative with Ashland County Zoning about setting up a Lessons Learned Open House at Town Hall on December 10th. We will develop a short presentation with some lessons learned that we would talk about with the contractors; things that we saw during 2025 where friendly reminders and the sharing of information would help the overall process. Equally important will be an opportunity for the Contractors to let the Town and County know about areas where they think that the process could be improved. This will allow us to deliver a better experience in 2026 and beyond. Invitations will be sent out about a month before the Open House.

Coordination with UDC Building Inspector

Projects run well with great communication and coordination between the Town, the Building Inspector and property owners. Communication and coordination continues to be great with the UDC Building Inspector that translates well with the residents. We have biweekly meetings at Town Hall and more often have email and phone conversations as we continue to work through projects. The goal is to not impede any property owner's construction.

Coordination Continues with our Zoning Administrator Partners in Ashland County

- Weekly 30-minute coordination meetings continued between the Town and Ashland County. During the month, meetings occurred on 10/7, 10/21, and 10/28.
- These meetings continue to streamline our coordination efforts in an attempt keep projects moving on the Island. Each governmental unit prepares a list of items to talk about and then each topic is covered during the meeting. Examples of topics for October include a list of proposed projects that may be approved at the next TPC meeting, the privy/sanitary submittal and approval process, easement identification and location, certified map coordination, address sign placement, and Lessons Learned Open House planning.

Site Visits

Site visits are critical to our understanding of the proposed projects submitted by property owners and help facilitate our review of land use permit applications. These visits also allow me to better understand the property owner's goals and to be able to share information as I see it. Providing ongoing good customer service is important to me.

During October, I participated in 19 site visits (listed below):

October 2nd – Madeline Island Yacht Club

October 3rd – 1045 Sunny Slope Road

October 6th – 320 Big Arns Road & 3514 Big Bay Road

October 20th – 2387 Hagen Road & 1045 Sunny Slope Road

October 21st – 526 Middle Road

October 23rd – 730 Miller Farm Road

October 24th – Bayfield Side of Madeline Island Ferry – Met with WI DOT, 1045 Sunny Slope Road, and 900 Big Bay Road.

October 27th – 2096 North Shore Road, 2912 Big Bay Road, 3756 Big Bay Road, and 549 Mondamin Trail.

October 28th - 1061 Middle Road

October 29th – 753 Raspberry Tr, 2912 Big Bay Road, 3110 Big Bay Road

Availability to Meet Property Owners/Developers

Property owners have been making appointments, phoning me and also dropping in, if they are near Town Hall. I appreciate all forms of communication as this provides us the opportunity to serve the public. These visits and calls have been on the permitting process, zoning code questions and 911/firestop questions, to name a few. I always try to return their voice messages within 24 hours. Emails, phone calls and status updates are provided on a regular basis so everyone is in the loop.

Zoning Ordinance Re-Write

During October, the Town Plan Commission held two additional Question and Answer Sessions, in addition to the first one held on September 24th, with the first being on October 8th and the second being on October 29th. The TPC received input on Sections 6-10 and then 11-16, respectively at these two meetings. These were also streamed live and recorded on YouTube. I have been collecting public comments and share with the TPC as we start to prepare for an in-depth review of all comments starting in November.

Permit Processing

October has brought on the rush to get projects started before the weather changes; especially those that require concrete. During the month of October, I was able to issue building permits for projects that were discussed and approved by the TPC on October 1st. A Special TPC meeting were also conducted immediately following the Special TPC Question & Answer Session #2 on October 8th and another Special TPC Meeting on October 22nd to allow contractors to immediately get started. Permits for these projects were all issued the next day.

October 2025 Permit Information/Status

DATE -	SANITARY COUNTY PERMITS	LAND USE PERMIT	NAME OF PROPERTY OWNER	FIRE #	*	STREET NAME	Parcel number	PROJECT TYPE
9/3/2025	9744	2025-41	Evan Erickson	3	20	Big Arns Rd.	00210-0800	Stumping
9/3/2025	NA	NA	Hartzell/With		35	Abby Lane		CSM
9/9/2025	NA :	2025-37	Joe Kuahuia	10	199	Middle Road	00181-1560	Addition
9/11/2025	NA :	2025-36	Contance Ross		05	Bay Hill Cottage 8	00221-0000	Pre-Built Shed
9/15/2025			Thomas Lukken	3	549	Mondamin Tr	00206-1020	Driveway Extension
9/22/2025	NA	NA	Joe Kinney	7	53	Raspberry Tr		Firestop
9/22/2025	NA		Joe Kinney	7	53	Raspberry Tr		Driveway/Firestop
10/2/2025			Phil Myers	37	52	Big Bay Rd.	00020-0100	Deck
10/6/2025	9742/9743	2025-40	Michael Geluardi	23	87	Hagen Rd.	00156-0800	Dwelling/Accessory Bld
10/7/2025			Kevin Byrnes	20	96	North Shore Rd.		Screened Porch
10/10/2025	NA :	2025-38	Jerry Dunn		26	Middle Road	00190-0500	Replacement Dwelling
10/20/2025			Kenneth Myhre	9	900	Big Bay Rd.		Accessory Structure
10/23/2025	9740/9741	2025-39	Eric Grutzner	10	45	Sunny Slope	00398-0100	Accesssory Dwelling & A
10/29/2025	9745	2025-42	Robert & Maureen Rickman	25	12	Big Bay Road	00060-0230	Driveway/Land Disturba
10/29/2025			Shawn & Andoreen Grass	-	30	Miller Farm Rd	00180-0520	Firestop
10/29/2025			Shawn & Andoreen Grass	-	730	Miller Farm Rd	00180-0520	Land Disturbance
10/29/2025	NA	NA	Lauren Burtaux	13	36	Sunny Slope	00459-0304	Firestop
10/29/2025		· 	Otto Odendahl			Big Bay Rd.	00030-0700	Screened Porch

During the month of October, 7 additional land use permits were issued:

- 1) 1099 Middle Road (approved October 1st)
- 2) 505 Bay Hill Cottage East (approved October 1st)
- 3) 1045 Sunny Slope Road (approved October 22nd)
- 4) 2387 Big Bay Road (approved October 22nd)
- 5) 526 Middle Road (approved October 22nd)
- 6) 320 Big Arns Road (approved October 24th)
- 7) 2912 Big Bay Road (approved October 29th)

For the upcoming 11/5 TPC Meeting, the following are on the Agenda for discussion and approval:

- 1) 753 Raspberry Trail
- 2) 900 Big Bay Road
- 3) 2096 North Shore Road
- 4) 3110 Big Bay Road
- 5) 3752 Big Bay Road

Supporting the Short-Term Rental Administrator

The new Short Term Rental Administrator and I continue to coordinate. During October we continued to work the written complaint that we received in August as well as additional new complaints, all regarding events occurring at the same property address. We are coordinating with the Town's attorney regarding a public records request for the information as well as to ensure that we continue to follow all laws, ordinances and guidance.

The Short Term Rental Administrator has made significant progress on collections during the month. Of the 32 property owners owing payments, at the end of October the number has been reduced to 8 property owners. Of the approximate 138 (112 short term and 26 commercial) rental permits issued, only 8 are outstanding.

Accounting Manager Report October 2025

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11/5/2025

1. Completed Items:

a. 2026 Budget Workshop round one for all departments.

2. Ongoing Items:

- **a.** Financial Working Group: Cash Flow Analysis working on forecasting cash flow out to 2026-2028.
- b. Kerber Rose Accounting Support: two meetings to help with reports needed to record in the MRF account and questions about payroll.
- c. 2026 Budget Planning: working with Max and the Town Board on round two of the Budget Workshops.
- d. Train Katie Kisner, Harbor Commission Administrative Officer, on Workhorse.

3. Upcoming Items:

a. Finalize 2026 Budget.

Respectfully submitted,

Liz Brown

Accounting Manager



LA POINTE POLICE DEPARTMENT

MADELINE ISLAND 270 MAIN STREET LA POINTE, WISCONSIN 54850

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

To: Town Board From: Thom Rossberger Date: 11/10/2025

Re: Monthly Police Report for October 2025

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

- Incidents/Complaints (calls for service) 84
- 33 Traffic Stops
- 19 Citizen Assists
- 1 Accidents
- 0 Civil Process
- 5 EMS calls
- 4 False Alarm/911 hang up calls.
- 1 Call Out
- Animal Calls citations and one animal transported to Humane center. 6
- 0 **Parking Citations**

The Police Department received a thank you letter and donation regarding Officer Karl Williams and the EMT/EMR's response to an EMS call. The subject was extremely thankful for quick response and the professional treatment of the patient. As we all know Law Enforcement does not receive recognition when they do good things. I would like to start a trend of including the thank you letters and calls in the Chief's report to allow The Town Board and members of the community to learn about the successes of our police department.

Fall slowdown is upon us. The Department has had a reduction of calls for service. The issue with dogs has been addressed and there have been citations issued and one dog was taken off island and turned over to the Humane Society. La Pointe officers have been instructed to take enforcement action with animal complaints. If anyone has issues, please report to Ashland-Bayfield dispatch (715) 373-6120 or 911 if it is an emergency.

We are finalizing Part Time Ofc. Richard Laakonen's employment process, and we will be able to field him for patrol when needed. Part Time Ofc Alan Lindquist signed up and started his EMT training to become a member of the La Pointe Ambulance. This time of year, Officers are relied upon heavily, and often are the only EMT on duty with an EMR.

As you know Chief Defoe has returned to duty. He has expressed his desire to retire in 2026, possibly March 13, 2026. During the next few months Sgt. Rossberger will be working with Chief Defoe to learn the intricacies of the Chief's position.

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

SGT TJ Rossberger

Initial da

William Defoe

10-21-2025

Chief of Police

Town of LaPointe

On Sunday, 10-19, my wife Sally had a medical emergency at our home on Northshore Road that required me to call 911 for assistance.

Within 10 minutes, Officer Karl William showed up along with EMT's Alan, Evan, Jack, Lucas and Ashli from the island.

Officer Karl and the EMT" s immediately went about assessing Sally's medical needs and were extremely polite, professional and caring attitude at all times during the emergency call. Fortunately, Sally did not require further medical treatment beyond what the EMT's were able to provide.

We are both extremely grateful for having such a professional team on the island and would like to extend our thanks with this small token of appreciation.

At the time of the incident, Officer Karl and I discussed that a light of this type might be helpful in future night time emergency calls on the island.

Once again, thanks to you and your team for all you do,

Sincerely,

Tom and Sally Penn

2194 Northshore Rd.

QECETYET)

Madeline Island Ambulance Service Monthly Report – October 2025 Respectfully Submitted by: Sarah Schram, Director

Call Volume

The Madeline Island Ambulance Service responded to nine (9) calls in October, bringing the year-to-date total to 94 calls. For comparison, the service responded to 75 total calls in 2024.

Budget Meetings

As Director, I attended the first round of budget meetings with the Town Board earlier this month. The second round of meetings will take place next week, and I will be prepared with any data or information requested regarding the ambulance service's operations and budget needs.

Training and Education

Service members are preparing for a November training session with Northwood Tech, scheduled for November 7th and 8th. Together with the Fire Department, we will participate in EVOC (Emergency Vehicle Operations Course) training.

This training emphasizes safe driving skills and practices when responding to emergency calls. The hands-on portion will take place near the airport, where vehicles will navigate a cone course set up by the instructor. The ambulance and fire departments aim to complete this training every two years to maintain proficiency and safety.

Community Engagement and Fundraising

At this year's Fall Fest, the Ambulance Service hosted a very successful 50/50 raffle, raising more than \$2,400 in total through raffle ticket sales, t-shirts, and donations.

Congratulations to **Charlie Bertle**, who won the 50/50 raffle prize of **\$840** and generously donated his entire winnings back to the Madeline Island Ambulance Service. The event-was a great success, and plans are underway to hold another 50/50 raffle at the **Holiday Boutique near Thanksgiving**. Our raffle license is valid for one year, allowing us to continue these community fundraising efforts.

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Licensing and Continuing Education

Beginning in January, approximately half of the ambulance service members will be due for **license renewal**. Northwood Tech will again organize the refresher course, which members can complete online at their own pace.

- EMTs must complete 40 hours of coursework.
- EMRs must complete 15 hours of coursework.

These continuing education requirements ensure all members maintain up-to-date certification and clinical readiness.

RESOLUTION

Document No.

Document Title

A RESOLUTION TRANSFERRING PROPERTY IN THE TOWN OF LA POINTE

WHEREAS, the Town of La Pointe owns property (referred to herein as the "Property"), that the Town wishes to transfer to the Madeline Island Wilderness Preserve, Inc.;

WHEREAS, notice of the time and place of action upon this Resolution will be published as a Class 1 Notice under Chapter 985 as required under Wis. Stats. §60.80, or posted in at least three public places in the Town likely to give notice to the public within thirty (30) days after passage or adoption, and the Town of La Pointe has considered all matters brought before it with respect to the matter.

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

SECTION 1: The below described property (the "Property") is to be transferred to the Madeline Island Wilderness Preserve, Inc.:

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DRAFT

Name and Return Address Slaby, Deda, Marshall, Reinhard & Writz LLP P.O. Box 7 Phillips, WI 54555

014-00370-01000

Parcel Identification Number

Lot One (1) located in the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section Thirty-Four (34), Township Fifty-One (51) North, Range Two (2) West, Town of La Pointe, County of Ashland, Wisconsin, as shown on Ashland County Certified Survey Map No. 513, recorded with the Ashland County Register of Deeds Office on December 10, 2007 in Vol. 3 of Certified Surveys on Pages 237-240, as Document No. 309788.

SECTION 2: This resolution shall be effective from the date hereof.

SECTION 3: The Town Clerk is directed to record a certified copy of this resolution with the Register of Deeds

for Ashland County, Wisconsin, with the Warranty Deed.

Submitted by: Town Clerk

Vote taken: (Aye/Nay) Glenn Carlson Aimee Baxter Samantha Dobson Mike Anderson Sue Brenna Dated this _____ day of _____, 2025. Glenn Carlson, Town Board Chair

Alex Smith, Town Clerk

ATTEST:

Date

CERTIFICATION OF RESOLUTION

hereby certify:	
That I am the duly qualified and acting Cl Town of La Pointe; and	lerk of the Town of La Pointe and the custodian of the records of the
That the attached is a true and correct co law at a meeting of a quorum of the Town	py of an Resolution duly adopted in accordance with Wisconsin State Board of La Pointe on the day of, 2025.
AFFIX CORPORATE SEAL OR THE CORPORATION HAS NO SEAL	Signed and sealed thisday of, 2025. Alex Smith, Town Clerk The undersigned, Town Board Chair of La Pointe, certifies that the foregoing is a correct copy of the Resolution passed as therein set forth.
	Glenn Carlson, Town Chair
	THIS INSTRUMENT WAS DRAFTED BY: Attorney Bryce A. Schoenborn Slaby, Deda, Marshall, Reinhard & Writz LLP P.O. Box 7 Phillips, WI 54555 (715) 339-2196

C:\Users\SDM-Schoenborn\slabylaw.com\Support Staff-SDL Share Folder\bas\town of la pointe 22679\Rieman Property\Resolution and Certification.wpd

WARRANTY DEED

Document No.

P.O. Box 7 Phillips, WI 54555 (715) 339-2196 **Document Title**

The Town of La Pointe, a Wisconsin town, conveys and warrants to Madeline Island Wilderness Preserve, Inc., a Wisconsin non-stock corporation, the following described real estate in Ashland County, State of Wisconsin:

Lot One (1) located in the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section Thirty-Four (34), Township Fifty-One (51) North, Range Two (2) West, Town of La Pointe, County of Ashland, Wisconsin, as shown on Ashland County Certified Survey Map No. 513, recorded with the Ashland County Register of Deeds Office on December 10, 2007 in Vol. 3 of Certified Surveys on Pages 237-240, as Document No. 309788.

This is not homestead property.

Exception to warranties:

- 1. Subject to easements, exceptions, reservations and restrictions of record, if any.
- 2. Subject to State, County, Town and/or Municipal zoning, land use and sanitary regulations, if any.
- 3. Subject to Flood Plain Zoning Ordinances, if any.

DRAFT

賽節,除某名。自發起,被打造人必須

RETURN TO:

Slaby, Deda, Marshall, Reinhard & Writz LLP P.O. Box 7 Phillips, WI 54555

be

014-00370-01000

Parcel Identification Number

4. Except an	ny liens or encumbrar	nces created or suffe	ered to be created by the acts or d	defaults of the grantee.
Dated this	day of	, 2025.		
By: Title:		(SEAL)		
STATE OF WISC	CONSIN))ss.		WLEDGMENT	
Personally the person(s) wh	came before me this no executed the foregoin	day of g instrument and ackno	, 2025, the above named, wledge the same.	, to me known to
Notary Public Pr	ice County, State of Wis expires(or is permaner	consin		
Attorney Bryce A	ENT WAS DRAFTED BY A. Schoenborn arshall. Reinhard & Writz			

RELEASE OF CLAIMS RELATING TO

"AGREEMENT REGARDING TRANSFER OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTY-ONE (51) N., RANGE TWO (2) WEST, TOWN OF LAPOINTE"

WHEREAS, the Gary H. Rieman Trust dated June 11, 1999 (hereinafter referred to as the "Trust"), had donated the property described below to the Town of La Pointe (hereinafter referred to as the "Town") by Trustee's Deed, recorded as Document No. 309957, subject to certain conditions memorialized in an "Agreement Regarding Transfer of Land in the Southwest Quarter of Section Thirty-Four (34), Township Fifty-One (51) N., Range Two (2) West, Town of LaPointe," recorded as Document No. 309956 (hereinafter referred to as the "Agreement"). The property is PIN 014-00370-0100 and legally described as follows:

Lot One (1) located in the Southeast Quarter of the Southwest Quarter (SE 1/4 - SW 1/4) of Section Thirty-Four (34), Township Fifty-One (51) North, Range Two (2) West, Town of La Pointe, County of Ashland, Wisconsin, as shown on Ashland County Certified Survey Map No. 513, recorded with the Ashland County Register of Deeds Office on December 10, 2007 in Vol. 3 of Certified Surveys on Pages 237-240, as Document No. 309788 (hereinafter referred to as "Property").

WHEREAS, the Agreement provided that the Trust had agreed to transfer the Property to the Town subject to three conditions: (1) that the Town establish a park with a picnic and camping area within a reasonable time after donation, (2) that the Trust would have the option of erecting a memorial to members of the Rieman family, and (3) that the park would be named the Rieman Family Park.

WHEREAS, the Agreement further states that if the aforementioned conditions are not met, then the Property will revert back to Gary H. Rieman and that those conditions may be enforced by heirs, successors, and assigns of Gary H. Rieman and not the Trust.

WHEREAS, by letter dated March 15, 2024, the Town communicated to Gary H. Rieman that it had not developed the Property into a park and did not plan to do so in the near future, offering to transfer the Property back.

WHEREAS, Gary H. Rieman is now deceased and neither the Trust nor any of the heirs of Gary H. Rieman desire the property to revert back to Trust or the Estate of Gary H. Rieman. Rather, the heirs of the Estate of Gary H. Rieman and the Trust wish for the Town to transfer the Property directly to Madeline Island Wilderness Preserve, Inc., a Wisconsin non-stock corporation.

WHEREAS, the Town has agreed to transfer the Property directly to Madeline Island Wilderness Preserve, Inc., provided that all heirs of Gary H. Reiman execute a release, releasing and indemnifying the Town from any liability associated with said transfer.

THEREFORE, I, GARRETT RIEWAN of

(address) (hereinafter also referred to as, "I" or "Releasing Party"), individually and on behalf of my heirs, executors, administrators and assigns, in consideration of and conditioned on the promise made by the Town to donate the Property that is the subject of this Release of Claims to Madeline Island Wilderness Preserve, Inc., hereby releases and forever discharges the Town, its past, present and future representatives, executors, heirs, agents and assigns, and all other persons, firms and corporations including their insurance carriers and attorneys (hereinafter referred to as the "Released Parties"), of and from any and all past, present or future claims, demands, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, claims for loss of expenses, whether for compensatory or punitive damages, of whatsoever kind or nature related to the Property or the Agreement (hereinafter referred to as "Claims"), including, without limitation, claims which are known and unknown, claims for known and unknown injuries and damages, claims for anticipated and unanticipated injuries and damage, and claims for expected

and unexpected consequences of injuries and damages on account of, arising out of, or in any other way related to the Property or the Agreement. The sufficiency of the consideration is hereby acknowledged.

It is specifically understood and agreed that the parties contemplate that the aforementioned release and discharge to include the release and discharge of any and all claims for unknown damages, unanticipated damages, and unexpected consequences of damages.

It is further specifically understood and agreed that this release includes the release and discharge of any and all unnamed potential tortfeasors and that the Releasing Party accepts the consideration stipulated in this release in full satisfaction of any and all Claims which have heretofore arises and which may hereafter arise.

Additionally, as further consideration, Releasing Party agrees by and on behalf of themselves and their heirs, executors, administrators, and assigns, that they will hold harmless and indemnify the Released Party, all of their subsidiaries, divisions, contractors, employees, servants, agents, officers, directors, insurers, legal representatives, and hold free and harmless from and against any and all losses, claims, demands, cause or causes of action or judgments of every kind and character, which may or could be brough for attorneys' fees, related to Released Party's transfer of the Property to Madeline Island Wilderness Preserve, Inc., the Property in general, or the Agreement.

I am of sound body and mind and fully capable of reading and understanding this agreement. It is specifically agreed that by reason of agreeing to this Release, the parties hereby released admit absolutely no liability of any sort, and intend merely to obtain their peace and that such parties have made no representations as to the extent of injuries and damages or as to the

liabilities issues previously raised, and it is further specifically understood that this Release shall not be construed as an admission of liability on the part of the parties hereby released, liability having at all times been denied.

This Release shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

In entering into this agreement, the Releasing Party represents that he has relied upon the advice of his attorney, or has had the opportunity to review this agreement with an attorney and is hereby advised to do so, and that the terms of this release are fully understood and voluntarily accepted.

RELEASING PAR	RT.	R	4R	PA	VG	SI	. 4	I.F.	F	R
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Sevret Ro	em_
Name: GARRETT	RIEMAN
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By:		

RELEASED PARTY

RELEASE OF CLAIMS RELATING TO

"AGREEMENT REGARDING TRANSFER OF LAND IN THE SOUTHWEST QUARTER OF SECTION THIRTY-FOUR (34), TOWNSHIP FIFTY-ONE (51) N., RANGE TWO (2) WEST, TOWN OF LAPOINTE"

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WHEREAS, by letter dated March 15, 2024, the Town communicated to Gary H. Rieman that it had not developed the Property into a park and did not plan to do so in the near future, offering to transfer the Property back.

WHEREAS, Gary H. Rieman is now deceased and neither the Trust nor any of the heirs of Gary H. Rieman desire the property to revert back to Trust or the Estate of Gary H. Rieman. Rather, the heirs of the Estate of Gary H. Rieman and the Trust wish for the Town to transfer the Property directly to Madeline Island Wilderness Preserve, Inc., a Wisconsin non-stock corporation.

WHEREAS, the Town has agreed to transfer the Property directly to Madeline Island Wilderness Preserve, Inc., provided that all heirs of Gary H. Reiman execute a release, releasing and indemnifying the Town from any liability associated with said transfer.

THEREFORE, I, Kather Recorded to as, "I" or "Releasing Party"), individually and on behalf of my heirs, executors, administrators and assigns, in consideration of and conditioned on the promise made by the Town to donate the Property that is the subject of this Release of Claims to Madeline Island Wilderness Preserve, Inc., hereby releases and forever discharges the Town, its past, present and future representatives, executors, heirs, agents and assigns, and all other persons, firms and corporations including their insurance carriers and attorneys (hereinafter referred to as the "Released Parties"), of and from any and all past, present or future claims, demands, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, claims for loss of expenses, whether for compensatory or punitive damages, of whatsoever kind or nature related to the Property or the Agreement (hereinafter referred to as "Claims"), including, without limitation, claims which are known and unknown, claims for known and unknown injuries and damages, claims for anticipated and unanticipated injuries and damage, and claims for expected

and unexpected consequences of injuries and damages on account of, arising out of, or in any other way related to the Property or the Agreement. The sufficiency of the consideration is hereby acknowledged.

It is specifically understood and agreed that the parties contemplate that the aforementioned release and discharge to include the release and discharge of any and all claims for unknown damages, unanticipated damages, and unexpected consequences of damages.

It is further specifically understood and agreed that this release includes the release and discharge of any and all unnamed potential tortfeasors and that the Releasing Party accepts the consideration stipulated in this release in full satisfaction of any and all Claims which have heretofore arises and which may hereafter arise.

Additionally, as further consideration, Releasing Party agrees by and on behalf of themselves and their heirs, executors, administrators, and assigns, that they will hold harmless and indemnify the Released Party, all of their subsidiaries, divisions, contractors, employees, servants, agents, officers, directors, insurers, legal representatives, and hold free and harmless from and against any and all losses, claims, demands, cause or causes of action or judgments of every kind and character, which may or could be brough for attorneys' fees, related to Released Party's transfer of the Property to Madeline Island Wilderness Preserve, Inc., the Property in general, or the Agreement.

I am of sound body and mind and fully capable of reading and understanding this agreement. It is specifically agreed that by reason of agreeing to this Release, the parties hereby released admit absolutely no liability of any sort, and intend merely to obtain their peace and that such parties have made no representations as to the extent of injuries and damages or as to the

liabilities issues previously raised, and it is further specifically understood that this Release shall not be construed as an admission of liability on the part of the parties hereby released, liability having at all times been denied.

This Release shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

In entering into this agreement, the Releasing Party represents that he has relied upon the advice of his attorney, or has had the opportunity to review this agreement with an attorney and is hereby advised to do so, and that the terms of this release are fully understood and voluntarily accepted.

**RELEASING PARTY	RELEASED PARTY
Scatte Richer	
Name: Heather Rieman	Ву:
Address: A SHOKA MANAKA	Title:

RESOLUTION #2025-1111

A RESOLUTION OF THE TOWN BOARD OF THE TOWN OF LA POINTE, WISCONSIN, COMMENDING AND RECOGNIZING CHIEF RICK REICHKITZER FOR TEN YEARS OF DISTINGUISHED SERVICE AS CHIEF OF THE LA POINTE VOLUNTEER FIRE DEPARTMENT

WHEREAS, the Town of La Pointe depends on the dedication, training, and readiness of its volunteer firefighters to protect the lives and property of residents, visitors, and businesses on Madeline Island; and

WHEREAS, Richard "Rick" Reichkitzer has served the Town of La Pointe with distinction as Chief of the La Pointe Volunteer Fire Department for the past ten (10) years; and

WHEREAS, during Chief Reichkitzer's tenure, the La Pointe Volunteer Fire Department grew and maintained a full roster of twenty (20) volunteer firefighters, strengthening the department's capacity to respond safely and effectively to emergencies; and

WHEREAS, Chief Reichkitzer has promoted a culture of training, preparedness, teamwork, and public service within the department, and has supported the recruitment and retention of volunteer firefighters; and

WHEREAS, Chief Reichkitzer has worked collaboratively with Town staff, other emergency services, and regional partners to improve emergency response on and around Madeline Island; and

WHEREAS, through his leadership, professionalism, and steady presence, Chief Reichkitzer has earned the respect and appreciation of Town officials, fellow firefighters, and the community; and

WHEREAS, Chief Reichkitzer is now retiring from his position as Chief of the La Pointe Volunteer Fire Department;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of La Pointe, Ashland County, Wisconsin, that the Board hereby commends and thanks Chief Richard "Rick" Reichkitzer for his ten years of loyal and dedicated service as Fire Chief, and recognizes his important contributions to the safety and well-being of the Town of La Pointe; and

BE IT FURTHER RESOLVED that the Town Board extends to Chief Reichkitzer its best wishes in his retirement and future endeavors; and

BE IT FURTHER RESOLVED that a copy of this Resolution be entered into the official records of the Town of La Pointe and presented to Chief Reichkitzer as a token of the Town's appreciation.

This resolution was duly	passed on this	day of	, 20	
Glenn Carlson, Chair		Clerk Attest		
Mike Anderson, Supervi	sor			
Aimée Baxter, Superviso	or	_		
Sue Brenna, Supervisor		-		
Samantha Dobson, Super	rvisor	-		