

#### TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator

Date: May 28, 2024 Re: Agenda items

#### **Public Works**

Lease of Lot S. Action item. Dahl Construction would like to use the "ice road lot" to store construction materials for a nearby residential project. There is no regular permit available for that lot under Town ordinance. Staff suggests a payment \$900/month for July and August.

Lease for BBTP woodshed. Action item. Under the Direct Sellers Ordinance, the Town Board may authorize a lease or permit allowing direct sellers on Town property. The proposed lease would allow Evan and Evan Landscaping to sell firewood at Big Bay Town Park, as they have in past years. The proposed \$40 fee is 25 cents per square foot for the woodshed; that is the same rate the fee schedule charges restaurants or other businesses that utilize Town parkland or right-of-way.

#### **Town Hall Administration**

- Contract for Town Board retreat. Action item. The agreement with UW-Superior formalizes the proposal you accepted at your May 14 meeting. The retreat is scheduled for Wednesday Sept. 25 from 9 a.m.-5 p.m. at the Northern Great Lakes Visitor Center.
- MOU for designated tourism entity. Action item. February's update to the room accommodation tax ordinance requires the Town to select a "designated tourism entity" and have a contract with that organization. This proposal would designate the Madeline Island Chamber of Commerce, which has been filling that role since at least the 1990s.
- Resolution 2024-0528. Action item. This codifies earlier Town Board decisions. It establishes a fee of \$50/copy for printed versions of the Comprehensive Plan. It also establishes a fee of \$500 for an unpermitted outdoor burn, an outdoor burn that violates permit restrictions, or a permitted burn that gets out of control if any of these burns requires a fire department response.
- Waiver for employee use of Town/MIFL garages. Action item. This latest draft adds the insurance requirements requested by the Town Board on May 14.
- Island Collaborative task force. Action item. The Comprehensive Plan recommends that the Town Board appoint a task force to organize the Collaborative, which would develop partnerships for implementing the community-focused portions of the plan. The Town Board should decide how to define the responsibilities of the task force; how many members are on the task force; and whether to appoint members directly, seek applications from community members, or combine approaches.

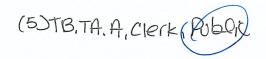
#### **Emergency Services**

Skateboarding on roads. Discussion item. Town ordinances do not regulate skate boards. However, state law defines skate boards as a "play vehicle." Further, Section 346.78 states: "Play vehicles not to be used on roadway. No person riding upon any play vehicle may attach the same or himself or herself to any vehicle upon a roadway or go upon any roadway except while crossing a roadway at a RECEIVED

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Meeting Agenda Memo: May 28, 2024



#### **TOWN ADMINISTRATOR REPORT**

To: Town Board From: Michael Kuchta

DATES COVERED IN REPORT: May 10-24, 2024

#### 1. Accomplished/Completed

Wisconsin Rural Summit. I attended the event in Ashland May 15. Connected especially with representatives from USDA Rural Development and Ayers Associates who can be helpful on housing issues. Among presentations, the most applicable was research by UW Extension's Matt Kures on rural livability trends and how communities fall into distinct categories.

#### 2. Coming Up

- Memorial Day. Monday May 27. Town Hall closed.
- Gazette deadline. Saturday June 1 (issue scheduled to hit the streets on June 22).
- WTA County Unit meeting. Monday June 3, 7 p.m., Pilsen Town Hall, Moquah.
- **GLIA month meeting.** Wednesday June 5, 6 p.m. (via Zoom)
- Inline Skate Marathon. Saturday June 15.
- Wisconsin City-County Management Association Conference. Wednesday-Friday June 19-21, Eau Claire.

#### 3. Town Board Agenda – Information/Comments

See separate memo

#### 4. Follow Up on Previous/Ongoing Projects

- Affordable Housing Advisory Committee. Habitat's construction manager fell ill and was not able to evaluate the Middle Road and Bell Street properties on May 15. The committee is attempting to reschedule the visit.
- Bad River MOU. In response to Town outreach, tribal officials say they will contact us before the end of May and schedule times to discuss a memorandum of understanding that would authorize Town EMS and Fire personnel to respond to emergencies on tribal land on the Island.
- **Dog park.** The fence is installed.
- Energy Committee. The committee is considering Lot R, Lot W, and Big Bay Town Park as potential locations for electric vehicle charging stations if grant funding becomes available.
- Harbor Commission. I continue to work with the commission on matters including transferring insurance, the Trek and Trail lease, the Bayfield parking lots, and bounced check policies.
- La Pointe School. I met with school district staff and school parents on May 13 to hear their building renovation/construction ideas, the need to persuade school board members and other district residents about the need and opportunities of the La Pointe school, and about how the project ties into district plans for a referendum in spring 2025. I intend to attend a follow-up meeting on June 4.
- Town Hall copier. A new Toshiba copier/printer was installed on May 22. Training is scheduled for May 30. The old copier will be auctioned unless another Town department claims it.

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#### Agreement for Use of Town-Owned Property

This Agreement is entered into on May 28, 2024 between the Town of La Pointe (hereinafter "Town") and <u>Dahl Construction</u> (hereinafter "User"), a corporate entity.

The Town and User agree to the following:

- 1) The Town owns land on Sunny Slope Road known as "Lot S" the Ice Road lot (hereinafter "Premises").
- 2) The Town desires to ensure that the User can utilize the Premises to store construction materials at a time of year when the Premises is generally vacant. To assist with this, the Town agrees to allow use of the Premises by the User from July 1, 2024 through Aug. 31, 2024.
- 3) The User will pay the Town at a rate of \$900 per month or portion thereof. The payment will total \$1,800 for calendar year 2024, paid in advance.
- 4) The Town will cover the cost of any necessary utilities. If requested, the Town will maintain the grounds (including lawn care and snow removal) / maint ance the structure to the extent possible without interfering with User's activities.
- 5) The User will assume responsibility for personal preferty tept on the Premises.
- 6) The Town will provide General Liability/Property Damage Insurance on the grounds and any Town-owned structures. The User will maintan add the General Liability Insurance for activities on the Premises; the policy will name the Town La Pointe as an Additional Insured. A copy of the Certificate of Insurance will filed with the Town. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will grounds for termination of this Agreement.
- 7) The User will protect, indepently, and say the Town, its partners, shareholders, employees, officers, directors, agents and their respective secessors and assigns harmless from and against all liabilities, obligations, claims, mages, penalties, causes of action, costs and expenses (including without limitation, reasonable attackeys' fees and expenses} Imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, Injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the User or anyone claiming by, through or under the User; (b) any failure on the part of the User to perform or comply with any of the terms of this Agreement affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit, or proceeding Is brought against the Town by reason of any such occurrence, the User will, at the User's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to the Town. Notwithstanding the foregoing, the Use shall not be responsible for the negligence and willful misconduct of the Town, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property In respect of the Premises or any part thereof.

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#### **Agreement for Use of Town-Owned Property**

This Agreement is entered into on May 28, 2024 between the Town of La Pointe (hereinafter "Town") and Evan and Evan Landscaping (hereinafter "User"), a corporate entity.

The Town and User agree to the following:

- 1) The Town owns land at Big Bay Town Park, 2305 Big Bay Road (hereinafter "Premises").
- 2) The Town desires to ensure that campers at the Town Park have ready access to firewood. To assist with this, the Town agrees to allow continued use of the Premises by the User, specifically use of the woodshed, as they have done in past years.
- 3) The User will pay the Town at a rate of 25 cents per square foot. The payment will total \$40 per calendar year, paid upon execution of this agreement, then paid by May 1 each subsequent year. The square foot rate will change if the Town modifies the "outdoor seating" rate in its Fee Schedule.
- 4) The Town will cover the cost of any necessary utilities. If represented, the Town will maintain the grounds (including lawn care and snow removal) / maintenance the structure to the extent possible without interfering with User's activities.
- kept on the Premises. 5) The User will assume responsibility for personal prop
- 6) The Town will provide General Liability/Property I Insurance on the grounds and any Town-owned structures. The User will resintain sequate General Liability Insurance for activities on the Premises; the policy will name the I wn d La Pointe as an Additional Insured. A copy of the Certificate of Insurance will file n. Failure to maintain said policy or a lapse in coverage of more than ten (10) days we constitute grounds for termination of this Agreement.
- 7) The User will protect, index rify, and rave the Town, its partners, shareholders, employees, officers, directors, agents and their respective accessors and assigns harmless from and against all liabilities, obligations, claims, dan ges, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses} Imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, Injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the User or anyone claiming by, through or under the User; (b) any failure on the part of the User to perform or comply with any of the terms of this Agreement affecting the Premises; (c) the use, occupation, condition, or operation of the Premises or any part thereof; or (d) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit, or proceeding Is brought against the Town by reason of any such occurrence, the User will, at the User's sole expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended with counsel acceptable to the Town. Notwithstanding the foregoing, the Use shall not be responsible for the negligence and willful misconduct of the Town, its affiliates or their employees: (a) resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; and (b) with respect to the performance of any labor or services or the furnishing of any materials or other property In respect of the Premises or any part thereof.

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# TOWN OF LA POINTE Board of Harbor Commissioners THURSDAY May 9th, 2024 9:00 a.m. at Town Hall and via Zoom Approved Minutes

Commissioners Present: Michael Collins, Evan Erickson Jr., Zach Montagne, Jay Wiltz

**Commissioners Absent: Pete Ross** 

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

Administrative Officer, Michael Kuchta, Town Administrator

Public Present: Glenn Carlson

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. Paul Brummer submitted a letter regarding the payment in lieu of taxes to the City of Bayfield and asked for later harbor commission meetings.
  - b. E. Erickson informed the commission that he brought some UPM Cold Mix pavement repair to MIFL, LLC for the parking lot project in Bayfield. The town will bill MIFL for the mix.
- 4. Authorization of Payment to MIFL, LLC for Working Capital: Motion by M. Collins to authorize payment of \$300,000 to MIFL for working capital, seconded by E. Erickson, discussion on ways to decrease need of working capital, all in favor, motion carried.
- 5. Recommend Hiring of EPA Grant Writer: Deferred until next meeting.
- 6. Future Agenda Items: Parking lot restrictions, MIFL operating budget, Harbor Commission budget.
- 7. Meeting Dates: Thursday, May 16<sup>th</sup>, at 9am.
- 8. Adjourn: Motion by E. Erickson to adjourn, seconded by M. Collins, all in favor, motion carried. Meeting adjourned at 9:12am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary. Minutes approved as presented on Thursday, May 16, 2024, L. Burtaux.

#### TOWN OF LA POINTE

#### Board of Harbor Commissioners THURSDAY May 2<sup>nd</sup>, 2024

## 9:00 a.m. at the Emergency Services Building (ESB) and via Zoom Approved Minutes

Commissioners Present: Michael Collins, Evan Erickson Jr., Zach Montagne, Jay Wiltz, Pete Ross

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

Administrative Officer

Public Present: Glenn Carlson, Michael Childers, Garry Schalla (Big Top Chautauqua)

- 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: G. Carlson has a comment for item 7.b. Communications.
- 4. Big Top Chautauqua Discussion with Garry Schalla: Discussion of what shows for late night ferry boats. Question of costs for late runs and crew availability. Consensus to get a rating list from Big Top for their preferred shows.
- 5. Election of Vice President: Motion by M. Collins to elect Jay Wiltz as vice president, seconded by E. Erickson, all in favor, Motion Carried.
- 6. Minutes 4/16/2024 & 4/25/2024: Motion by M. Collins to approve 4/16/24 minutes, seconded by E. Erickson, all in favor, Motion Carried. Motion by M. Collins to approve the minutes from 4/25/24, seconded by E. Erickson, all in favor, Motion Carried.
- 7. Committees Updates
  - a. President: Nothing
  - b. Communications:
    - i. G. Carlson: There was a slip and fall incident on the town dock. Please remember the chain of communications when things like this occur.
    - ii. M. Collins: Rob Karwath (AIMClear) will have an update at the next meeting. An article for the Gazette has been submitted.
  - c. Other: Rack cards with 2024 schedule and tariffs have been ordered and should be on island by 5/13/24.
- 8. Chief Administrative Officer Report: Review of report. Motion by Z. Montagne to place CAO report on file, seconded by M. Collins, all in favor, Motion Carried.
- 9. Discussion of Discounted Rates for Odd Sized Vehicles & Seniors & Groups: Continued discussion and consensus that there should be no special discounts for anyone, unless it is for groups such as emergency services and honor guard for special events such as the 4<sup>th</sup> of July celebration, Memorial Day, etc.

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

#### Town of La Pointe Energy Committee Friday February 16, 2023 10 am at Town Hall/Zoom Minutes

Members present: Lilah Guertin (Chair), Zach Montagne, Robin Trinko-Russell, Scott Hayman,

Tom Kromroy

Staff present: Michael Kuchta, Town Administrator Public present: Bill Bailey, Cheq Bay Renewables

#### 1. Call to order/Roll Call

The Energy Committee meeting was called to order by Lilah at 10am.

#### 2. Public Comment None

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

#### A. November 6, 2023

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

#### 4. Emergency Services Building (ESB) microgrid proposals

Bill reported there were 2 competitive bids (Jolma & Wescom) received in response to the Request for Proposals (RFP) published 11/15/23 with responses due 1/8/24. Bill went over a pros/cons list for each contractor's proposal and discussed various options within the bids, including Jolma recommendation to move the battery storage to the mezzanine instead of the NE corner of the building, as listed in the RFP.

Zach brought up concerns regarding interference with police radios, as they have issues at Town Hall.

- Bill has contacted the inverter supplier listed in the RFP to see if their product is certified for no emissions.
- Consensus that the source of radio interference at Town Hall needs to be identified and filters installed (if the solar panels are the problem). Bill asked Craig at Solar CBI for information on the inverters installed at Town Hall.

Zach also brought up the generator draw for fire suppression equipment at the ESB. Zach will get generator specs to Bill to make sure this is taken into consideration.

Motion by Zach to recommend the Town Board to accept the bid from Johma – option #3 for \$270,022 contingent upon receiving grant funding, seconded by Robin, all ayes. Motion Carried. Bill will discuss with Johma about the cost to add panels to the proposal for additional kw.

Michael will follow up with Jolma and Wescom after Town Board acts on this recommendation.

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

## Town of La Pointe Affordable Housing Advisory Committee Tuesday April 16, 2024 10:00 am Town Hall/Zoom Minutes

Members present:

Katie Sanders (Chair), Jane Vogt, Charlie Bertel, Mark Pass

Members absent:

Jim Peters

Staff present:

Michael Kuchta, Town Administrator

#### 1. Call to Order/Roll Call

Meeting called to order by Katie Sanders.

#### 2. Public Comment – none

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

#### A. March 12, 2024

Motion by Mark to approve the minutes as presented, seconded by Charlie, all ayes. Motion Carried.

#### 4. Updates

#### A. Charlie Bertel - CheqBUILT Community Land Trust

Charlie gave an update including 14 directors (all advisory members) being appointed to 3 yr. staggard terms and officers elected. They have applied for a \$100,000 WHEDA grant to hire an executive director. They will be working on fundraising ideas and deciding whether they need to become a developer/contractor.

#### B. Jane Vogt - Habitat for Humanity

- Jane is finalizing plans for Rock the Block on 6/22/24, all committee members are welcome to volunteer. Katie will prepare an article for the Gazette to advertise.
- A Habitat construction manager plans to come to the island to assess possible properties for rehab including Bell Street Tavern and the home at 687 Middle Rd.

## C. Potential properties (687 Middle Rd, Erickson parcel, Hartzell property, Bell Street)

- Michael stated the 687 Middle Rd property is still an option but has a major challenge with hooking up to the existing sewer system.
- Michael and Ed Schaffer, Zoning Administrator spoke with Evan Erickson Sr regarding his lots on Big Bay Rd, near Rice St. He is willing to develop these parcels for affordable housing but not sell the property.
- Michael mentioned the town land between the emergency services building and MRF may become a viable option if plans to add a sewer connection on that side of the road happen.
- Michael mentioned he has been in contact with a potential developer in Rice Lake and will forward any updates to the committee.

# TOWN OF LA POINTE Board of Harbor Commissioners THURSDAY May 16<sup>th</sup>, 2024 9:00 a.m. at Town Hall and via Zoom Approved Minutes

Commissioners Present: Michael Collins, Evan Erickson Jr., Zach Montagne, Pete Ross, Susan

Widmar, Glenn Carlson

Commissioners Absent: Jay Wiltz

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

Administrative Officer, Michael Kuchta, Town Administrator

Public Present: 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: Paul Brummer asks the Harbor Commission to consider holding their meetings in the evenings.
- 4. Minutes 5/2/2024 & 5/9/2024: Motion by M. Collins to approve both sets of minutes as presented, seconded by E. Erickson, all in favor, S. Widmar abstains, motion carried.
- 5. Committees Updates
  - a. President: None.
  - b. Communications: M. Collins is gathering letters of support for the EPA grant.
  - c. Other: None.
- 6. Update on Upcoming Operational Tasks Katie Kisner (Chief Administrative Officer): Motion by Z. Montagne to file the report, seconded by G. Carlson, all in favor, motion carried.
- 7. Operation Budget from MIFL, LLC: Deferred for next meeting.
- 8. Harbor Commission Budget: None.
- 9. Recommend Hiring EPA Grant Writer: Motion by G. Carlson to hire KPFF for EPA grant writing in the amount of \$16,000, seconded by M. Collins, all in favor, motion carried.
- 10. Review Parking Lot Restrictions: G. Carlson suggests a review of the town's parking ordinance, ordinance 425, to be discussed at the next meeting.

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

#### REGULAR LIBRARY BOARD MEETING Tuesday April 15, 2024

5:00 PM Meeting Zoom

Minutes

Members present:

Keith Ryskoski (President), Kerrey Andreas, Marilyn Hartig, Peggy Ross

and Mary Whittaker

Members absent:

Beth Papp and Katie Sanders

**Public present:** 

Connie Ross

Staff present:

Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith.

#### I. Public Comment

#### II. Minutes

#### A. Regular Library Board Meeting March 19, 2024

Motion by Peggy to approve the above minutes as presented, seconded by Marilyn, all ayes. Motion Carried.

#### III. Financials

#### A. Sign Directors Timesheet

Timesheet submitted for week ending 3/16/24 and 3/30/24.

Motion by Kerrey to approve signing director's timesheets, seconded by Mary, all ayes. Motion Carried.

**B.** Approve Bills

Elan Financial Services	\$ 31.64
Deb Knopf	5,470.00
Madeline Sanitary District	102.00
New York Times	48.00
Norvado	185.34
Lauren Schuppe	180.00
MIFL	1,000.00

Motion by Peggy to approve paying bills as presented, seconded by Marilyn, all ayes. Motion Carried.

## C. Approve Sound Garden request from La Pointe Center and the Island Associaion

Lauren is asking to submit applications to the La Pointe Center and the Island Association for \$1,400 each for the Sound Garden project which will take place 5/25 - 5/26/24.

- Lauren did not receive the Opportunity Fund Grant funding for the Adventure by Design program. She will apply again next year modifying the application based on the grants that were awarded this year.
- Lauren is still working on the new board member orientation packets.
- The designated funds reports received in March and April have been off. Lauren will work with Angie from Ehlers to rectify and verify correct balances.
- Lauren is working on online registration with pre-pay for the summer rec program this year.

#### VII. Personnel

#### A. Hire Hailie Nichole for Summer Recreation Assistant

Motion by Peggy to hire Hailie Nichole for Summer Recreation Assistant at \$20/hr. not to exceed 650 hrs. with a hire date of 5/1/24 and end date of 8/30/24, seconded by Marilyn, all ayes. Motion Carried.

#### B. Hire Riley Fletcher for Summer Recreation Director I

Motion by Peggy to hire Riley Fletcher for Summer Recreation Director I at \$22/hr. not to exceed 650 hrs. with a hire date of 5/1/24 and end date of 8/30/24, seconded by Kerrey, all ayes. Motion Carried.

#### C. Hire Cam Adair for Summer Recreation Assistant II

Motion by Mary to hire Cam Adair for Summer Recreation Assistant II at \$20/hr. not to exceed 650 hrs. with a hire date of 5/1/24 and end date of 8/30/24, seconded by Marilyn, all ayes. Motion Carried.

#### VIII. Future Agenda Items - RFP, Summer Rec contracts and hiring

#### Adjourn:

Motion by Marilyn to adjourn, seconded by Mary, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant. Minutes approved as presented 5/21/24. D. Goetsch, Clerical Assistant

5/24/2024

8:04 AM

Budget Comparison - Summary

(5) TB, TA, A, Clerk, Frage:
ACCT

Fund: 100 - GENERAL FUND

	2024 April	2024 Actual 04/30/2024	2024 Budget	Budget Status	% of Budget
TAXES	4,124.41	1,198,289.32	2,201,399.00	-1,003,109.68	54.43
SPECIAL ASSESSMENTS	0.00	940.46	8,934.00	-7,993.54	10.53
INTERGOVERNMENTAL REVENUES	33,668.39	95,867.67	170,442.00	-74,574.33	56.25
LICENSES AND PERMITS	5,027.10	14,426.10	72,435.00	-58,008.90	19.92
FINES, FORFEITS AND PENALTIES	35.00	475.00	2,400.00	-1,925.00	19.79
PUBLIC CHARGES FOR SERVICES	32,084.38	177,752.14	563,559.00	-385,806.86	31.54
INTERGOV'T. CHARGES FOR SERV.	14,581.73	18,407.66	34,200.00	-15,792.34	53.82
MISCELLANEOUS REVENUES	3,011.23	29,041.06	120,365.00	-91,323.94	2 <sup>4</sup> .13
OTHER FINANCING SOURCES	0.00	0.00	685,841.00	-685,841.00	0.00
Total Revenues	92,532.24	1,535,199.41	. 3,859,575.00	-2,324,375.59	39.78

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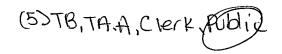


5/23/2024	5:50 PM	Balance Sheet Summary Report		Page: 1
Dated From:	1/01/2024	Fund: 100 - GENERAL FUND		
Thru:	4/30/2024		<del>-</del>	Included
			Debit	Credit
CASH A	ND MARKETABLE SECURITIES			3,118,485.37
TAXES &	S SPEC. ASSMT. RECV'BLE.		4,021,955.02	
ACCOUN!	IS RECEIVABLE		802,312.49	
DUE FRO	OM OTHER GOVERNMENTS			
INVENTO	ORIES AND PREPAYMENTS		155,487.23	
TOTAL ASSETS			1,861,269.37	
ACCOUNT	IS PAYABLE			1,007,206.94
DUE TO	OTHER GOVERNMENTS		2,063,409.21	
DUE TO	OTHER FUNDS			3,014.20
DEFERRI	ED REVENUES		230.39	
Undefi	ned Level			2,000.00
LONG-T	ERM DEBT			1,663,453.54
TOTAL LIABILITY				612,035.08
RETAIN	ED EARNINGS			96,493.77
FUND B	ALANCES			490,798.10
TOTAL FUND EQUI	TY			587,291.87
	2024 Revenues			1,535,199.41

873,256.99

2024 Expenditures

5/23/2024	5:55 PM	Statement of Revenues & Expenditures	- Summary	Page: ACCT	1
Dated From: Thru:	1/01/2024 4/30/2024	Fund: All Funds		Unposted Included	
			2024 April	2024 Total	
TAXES			4,124.41	1,198,289.32	
SPECIAL I	ASSESSMENTS			940.46	
INTERGOV	ERNMENTAL REVI	ENUES	144,719.16	214,427.24	
LICENSES	AND PERMITS		5,027.10	14,426.10	
FINES, F	ORFEITS AND P	ENALTIES	35.00	475.00	
PUBLIC C	HARGES FOR SEI	RVICES	32,084.38	177,752.14	
INTERGOV	'T. CHARGES FO	OR SERV.	14,581.73	18,407.66	
MISCELLA	NEOUS REVENUES	3	3,211.23	38,163.92	
OTHER FI	NANCING SOURCE	ss		10,000.00	
	То	tal Revenues	203,783.01	1,672,881.84	



#### AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE

#### UNIVERSITY OF WISCONSIN SYSTEM dba UNIVERSITY OF WISCONSIN - SUPERIOR Center for Research and Evaluation Services

#### AND

#### La Pointe Town Board

This Agreement is executed by and between the Board of Regents of the University of Wisconsin System dba University of Wisconsin - Superior (University), and the La Pointe Town Board (Town)

WHEREAS on May 15, 2024, the University and the Town agreed on the proposal for work as shown in Appendix A.

NOW THEREFORE, it is agreed as follows:

#### **Article 1. Period of Performance**

The effective period of this Agreement shall be from July to December 2024 unless otherwise provided for by modification to this agreement. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless specifically approved, in writing, by both parties.

#### Article 2. Scope of Work

Unless otherwise specifically provided in this Agreement, the UW-Superior Center for Research and Evaluation Services shall supply all the necessary personnel, equipment, and materials to accomplish the research set forth in Appendix A, the original Proposal. Any change to the scope of work outlined in Appendix A must be approved in writing by both parties.

#### **Article 3. Limitation on Costs**

The cost of performing the tasks under Article 2 of this Agreement will not exceed \$1,300 in United States Dollars.

#### Article 4. Method of Payment

The University will submit invoices in United States Dollars for work done upon completion of the project as outlined in Appendix A. The invoice shall reference the Agreement and shall reflect summary detail. Payments shall be submitted to:

> University of Wisconsin-Superior Attention: Business Office Old Main 206 P.O. Box 2000 Superior, WI 54880 research@uwsuper.edu

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MAY 24 2024

Initial: day

Each party shall be responsible for its own acts and the results thereof and not for the acts of the other party.

As an Agency of the State of Wisconsin, the University is provided coverage by the State of Wisconsin's Self-Funded Liability Program. This program is subject to the limitations of Secs. §893.82 Wis Stats. During the term of this Agreement, the State of Wisconsin will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages, errors, costs, and omissions, arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.

To recognize within the extent and limitations of Secs. 895.46(1) and 893.82, Wis. Stats., that the State will pay judgments for damages and costs against its officers, employees, and agents (which includes students) arising out of their activities while within the scope of their assigned responsibility in the program at Facility.

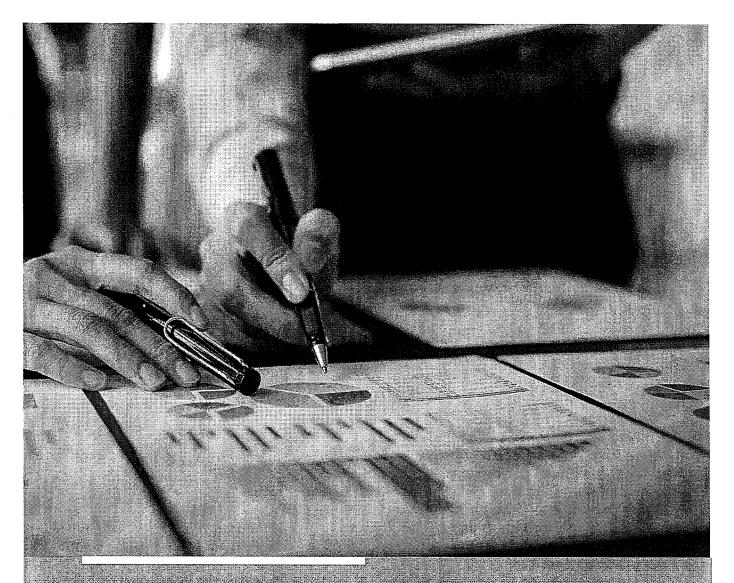
The University will provide a certificate of insurance confirming the professional liability and commercial general liability coverage to the Town.

#### Article 11. Miscellaneous

This Agreement may only be modified or amended by a written agreement signed by an authorized representative of each party.

This Agreement shall be binding upon the parties hereto, their successors and assigns, upon due execution by both parties.

Glenn Carlson	Jeff Kahler
Ву:	By:
Title: Town of La Pointe Chair	UW-Superior
Date:	Date:



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

This retreat aims to achieve the following three objectives:

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

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

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

Opportunity to regroup and recharge.

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

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

#### Additional information:

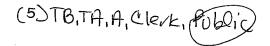
• Structure of the day: Based on the initial feedback from the board, we identified objectives #2 and #3 as requiring more attention and work. However, the retreat will start with objective #1. This structure will allow us to clarify Board responsibilities, while also preparing the board for the more in-depth discussion of how to improve communication and build relationships.

#### • Pre-Retreat Prep:

- o 2 months before the scheduled retreat, Dr. Mansbach will meet each participant for a 15-20 minute zoom call. These calls will be an opportunity for participants to introduce themselves, their background and role on the board, and discuss some of the topics that the retreat will focus on.
- 2 weeks before the scheduled retreat, Dr. Mansbach will distribute an assignment, which should take participants 20-30 minutes to complete. They will be asked to have it ready for discussion at the retreat.
- o The results from this stage might lead to some adjustments in the agenda for the day.

#### Post-Retreat Follow Up:

o 3 months after the retreat, Dr. Mansbach will meet with the board for 1 hour check-in, discussing the implementation of the steps decided on in the retreat, and the roadblocks that are impacting this implementation. Depending on the decisions made during the retreat, this meeting may also be with individuals, rather than the entire board.



#### AGREEMENT BETWEEN THE TOWN OF LA POINTE AND THE MADELINE ISLAND CHAMBER OF COMMERCE **REGARDING DESIGNATION OF A TOURISM ENTITY**

WHEREAS, under Article IV of Ordinance Chapter 40 Finance and Taxation, the Town of La Pointe ("Town") has established a room accommodations tax on the short-term rental of lodging for less than one month, and

WHEREAS, under Wisconsin Statutes 66.0615, a municipality establishing such a room tax must designate a "tourism entity" to receive 70 percent of the tax collected by the municipality,

#### THEREFORE:

- 1. The Town designates the Madeline Island Chamber of Commerce ("Chamber") as the Town's tourism entity.
- 2. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1)(f), qualify as a tourism entity as defined in that section, spend at least 51 percent of its revenues on tourism promotion and tourism development, and provide destination marketing staff and services for the tourism industry in the Town.
- 3. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1)(fm) and provide tourism promotion and tourism development activities each year, which may include marketing projects, tourist information services, and tangible municipal development.
- 4. The Chamber shall remain compliant with Wisconsin Statutes 66.0615(1m)(d)8 and ensure that its governing body includes at least one owner or operator of a lodging facility that collects a room tax.
- 5. By March 31 of each year, the Chamber shall supply to the Town the information required in Wisconsin Statutes Section 66.0615(4)(a)2 and 3.
- 6. By May 1 of each year, the Town shall certify and report to the Department of Revenue the information required in Wisconsin Statutes Section 66.0615(4)(a)1, 2 and 3.
- 7. The Chamber shall retain relevant records for at least seven (7) years and understands that records are subject to open records requests.
- 8. Within 60 days of the end of each quarter, the Town shall remit to the Chamber 70 percent of the accommodations tax submitted to the Town in the preceding quarter.
- 9. With respect to this agreement, the Chamber shall be an independent contractor in regard to the Town and not an employee of the Town, in accordance with \$102.07(8)(b)
  Wisconsin Statutes.

  PREPARED FOR TOWN BOARD MEETING 5/28/24

DRAFT PREPARED FOR TOWN BOARD MEETING 5/28/24

#### TOWN OF LAPOINTE **RESOLUTION #2024-0528**

Amending Resolution #2023-1212 (C) AMEND 2024 FEE SCHEDULE

Samantha Dobson, Supervisor

THE TOWN OF LA POINTE RESOLVES A	S FOLLOWS:
Whereas: The 2024 Fee Schedule was adopted of	on December 12 <sup>th</sup> , 2023.
The 2024 Fee Schedule became effective	on January 1, 2024.
The 2024 Fee Schedule was prepared in a and § 66.0628.	accordance with Wisconsin § 66.0627
The 2024 Fee Schedule, titled "Zoning Poamended on February 27 <sup>th</sup> , 2024.	ermit Fees" under long term rental was
The 2024 Fee Schedule was amended on Madeline Island Ferry Line Local Tariff	
The 2024 Fee Schedule was amended to a April 9 <sup>th</sup> , 2024.	incorporate police video redaction on
Therefore: be it resolved that the 2024 Fee Sche printed versions of the Comprehensive plan at \$5 unpermitted outdoor burn, an outdoor burn that vegets out of control.	50/copy. As well as a \$500.00 fee for an
All other fees in the 2024 Fee Schedule remain	in place.
This resolution was duly passed and adopted this	s 28 <sup>th</sup> day of May 2024.
Glenn Carlson, Chair	Clerk Attest
Michael Anderson, Supervisor	Date Passed
Aimée Baxter, Supervisor	Date Posted
Sue Brenna, Supervisor	

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

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

#### \*RELEASE/WAIVER\*

This Inc	demnification and	d Hold Harmle	ss Agreement (the	"Agre	ement) is made	this
day of	, 20	_, by and bet	ween the Town of	La Poi	nte, 240 Big Ba	y Road, P.O.
Box 270, La Po	inte, WI 54852 (ł	nereinafter th	e "Town") and		· · · · · · · · · · · · · · · · · · ·	
of		_, WI	(hereinafte	er the	"Employee"),	collectively
referred to as	the "Parties."					

#### **RECITALS:**

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

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

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

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

The Employee agrees to indemnify and hold harmless the Town, its employees, affiliates, committees and subcommittees, the Harbor Commission, and its agents, from and against all claims, damages, losses, expenses, and/or attorneys' fees whatsoever arising out of or in any way related to the Employee's use of the Garage for any claims, damages, losses, expenses, and/or attorneys' fees of any kind in any way related to the use of the Garage, whether or not unforeseeable. Presentation of this Agreement shall constitute a complete defense for the Town and trigger the Employee's duty to defend the Town with counsel of the Town's choice at Employee's expenses should any claims be made against the Town. Employee personally assumes all risks from any negligent acts or omissions occurring during, or arising out of NAY 2.3 2014

Draft May 28, 2024

1

<b>Emplo</b>	yee's	Initials:	

must have explicit written permission from their immediate supervisor. The Town shall have the sole discretion to grant or deny use of the Garage for any reason or no reason. Nothing in this Agreement shall be interpreted as giving Employee any particular right to use the Garage.

- **6. ARTICLE VI: GOVERNING LAW.** This Agreement shall be governed by and construed consistent with the laws of the State of Wisconsin.
- **ARTICLE VII:** BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of each party hereto including their heirs, personal representatives, successors and assigns.
- **8. ARTICLE VIII: SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforced to the fullest extent possible with the remaining provisions being interpreted as if the invalid provision(s) were not contained herein.
- 9. ARTICLE IX: INTERPRETATION. It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect the interpretation of this Agreement. Words in the singular mean and include the plural and vise versa. Words in the masculine mean and include the feminine and vice versa.
- **10. ARTICLE X: ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and explicitly supersedes and replaces any contract or agreement regarding the subject matter hereto. This Agreement may not be modified except in writing signed by both Parties.
- **11. ARTICLE XI: WAIVER.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to enforce and compel strict compliance with every provision of this Agreement.
- **12.** ARTICLE XII: NO UNDUE BURDEN. The Employee acknowledges that: (1) this Agreement has been specifically bargained between the Parties and reviewed thoroughly by the Employee, (2) the Employee has had an opportunity to obtain legal counsel and is hereby advised to do so,

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

Treasurer's Cash Summary as of April 31, 2024

	L	Balance	Deposits		With-	Interest	Bank	Transfers		End
		Beginning			Drawals		Charges			Balance
General Checking	↔		\$ 201,909.94	\$	(287,953.23) \$ 1,399.70	\$ 1,399.70			↔	1,302,329.42
Sect. 125 Flex Account	€9	18,714.87		€9	(2,093.83)				€9	16,621.04
Tax Collection Account	₩	10,917.54				\$ 17.94			€	10,935.48
MIFL Public Utility									€	4
Library Savings	-	\$3,999.06				\$ 0.65			€9	3,999.71
Airport Savings	-	\$556.42				\$ 0.10				\$556.52
Totals	49	1,421,160.90					· •	υ υ	€	1,334,442.17

	Ba	Bank Reconciliation			
Reported Bank Balance	↔	1,449,725.72	Checking Account \$	↔	1,302,329.42
Deposits in Transit			Tax Transfer	69	1
Subtotal			Deposits	€9	31,660.31
Less Outstanding Checks	↔	(115,283.55)	Checks	↔	(107,646.04)
Checkbook Balance	₩	1,334,442.17 Vouchers	Vouchers		
			Total Avail. Cking Account \$	₩	1,226,343.69

Accounting Program Totals:

**General Funds** 

n/a

Tax Account

n/a

Section 125

n/a

Library Savings

n/a

Airport Savings

TOTAL

Treasurer's Ro	Variance

\$ 1,334,442.17

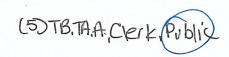
Treasurer's Report Variance

1,334,442.17	(1,334,442.17)
€9	↔

1,334,442.1	(1,334,442.1
↔	↔

THE CHAIN 9.3 2024 Report

Submitted by MAP 5/13/2024



### **April 2024 All Alternative Claims Summary:**

Total of All Alternative Claims:	\$218,611.37
Library Board Approved Claims	\$6,016.98
Harbor Commission	\$7,245.50
Regular Alternative Claims	\$205,348.89

Tritial: dg

#### **ALTERNATIVE CLAIMS 2024**

### **Harbor Commission**

#### April 2024

Date	Payable to Who	Check#	Amount	Description
		8000		
4/10/2024	Aimclear, LLC	83179	1,417.50	Grant Writing 6.3hrs
4/10/2024	Amundsen Davis, LLC	83180	5,028.00	Feb Legal Services
4/10/2024	Baker Tilly	83181	800.00	2023 Progress Billing
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APRIL 2024 TOTAL: \$7,245.50

\$7,245.50

Public

## TOWN OF LA POINTE REGULAR TOWN BOARD MEETING April 23rd, 2024 5:00 PM AT TOWN HALL

**Revised Draft Minutes** 

Town Board Members Present: Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor Mike

Anderson, Supervisor Aimée Baxter, Supervisor Samantha Dobson

Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Town

Clerk Alex Smith, Zoning Administrator Ed Schaffer

Public Present: John Carlson, Paul Brummer, Susan Widmar, Nick Widmar, Jim Peters (via

zoom), Evan Erickson Sr, William Defoe (for police agenda topic)

Call to Order: 5:00pm

#### I. Public Comment A\*

Sue Brenna made a correction on the Direct Sellers discussion in the last meeting. The information she was given from Rick Gilman, the former Zoning Administrator, was indeed correct.

#### II. Administrative Reports

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

#### III. Public Works

- A. Roads, Dock, Harbor
  - 1. Hire Sign Installer;

Motion to hire Gary Beeksma at 20/hr, not to exceed 800 hours starting April 24<sup>th</sup>, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

2. Disposal of old fire number signs, street signs:

Michael Kuchta suggested the former roads signs go up for auction. Mike Anderson suggested offering the former fire number signs to the

homeowner and if they are not wanted, they can be sold for scrap metal.
 Ed Schaffer commented that a few individuals have already stated they would like to keep their old signs.

The topic of old fire number signs will be decided at a future meeting.

3. Contract for ESB tree removal:

The Town Administrator recommended C.A. Nelson and Son for ESB tree removal because they have better equipment capabilities than lower-priced vendors. Evan Erickson Sr endorsed and recommended Bruce's Tree Service, saying they would save the Town money and had adequate equipment and experience. The Town Administrator noted that Evan and Evan Landscaping is part of Bruce's crew and would be supplying equipment, which was not revealed during a phone interview with the vendor.

Motion to approve the contract with Bruce's Tree Service for \$3,300, S. Brenna/A, Baxter, 4 Ayes; Mike Anderson opposed, Motion Carried.

4. Purchase Order: Hagen Road culverts:

Motion to approve Resolution #2024-0423A: Allocating Use of Proceeds of the Ferry Line Service System Bonds and Notes, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

4. Resolution #2024-0423B: Ratification of Bank Loan:

Resolution #2024-0423B was not available at this time.

- C. Affordable Housing Advisory Committee
  - 1. House at 687 Middle Road:

The Town Board came to a consensus allowing inspection of the building at 687 Middle Road for rehabilitation.

2. Town-owned land between MRF and ESB:

The Town Board came to a consensus on the Town-owned land between MRF and ESB, allowing consideration of a portion of the parcel on the north side and exploration of relocation of the sanitary disposal site, which could be more cost effective.

- D. Public Arts Committee
  - 1. Support for Make Music Day:

The Town Board came to a consensus and authorized the committee being a sponsor of statewide Make Music Day.

E. Committee Minutes:

Unanimous consent to place the committee minutes on file.

#### 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. Grant Updates
  - 1. <u>Resolution #2024-0423C: Knowles Nelson Stewardship Grant application for the Big Bay Town Park accessibility project:</u>

Motion to approve Resolution #2024-0423C, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

C. Discussion of policy for Zoom attendees:

The Town Board and Town Clerk discussed the most accurate way to list Zoom users in meeting minutes. Listing the Zoom users as "zoom attendees" rather than each individual name is adequate unless the Town Board, staff, or specific person requests to be on the record.

D. Waiver for employee use of Town/MIFL garages

The Town Board conducted a first reading of the waiver for employee use of Town/MIFL garages. The Town Board will discuss this topic further at a future meeting.

E. Revisions to Direct Sellers Ordinance:

A revision to the Direct Sellers Ordnance which gives the town the ability to lease out town property to sellers/merchants. Motion to approve the revisions, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

F. Purchase order for Town Hall printer/copier:

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.

- 1. Petition with the Wisconsin Department of Revenue Regarding Ashland County Nothing to report at this time.
- 2. Cell tower lease conversion proposal

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 Town Board goes into closed session; it will reconvene in open session before adjourning.

Motion to go into closed session, roll call, S, Brenna/A. Baxter, 5 Ayes Motion Carried. 6:08PM

Motion to return to open session, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 6:20PM

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

Fire Department Report

Appoint Harbor Commission members

Police Survey

Rental Ordinance delinquent payments

Bad River Tribe response

The Town Board will hold a Special Town Board meeting next Tuesday at 5:00PM.

#### XV. Adjourn:

Motion to adjourn, S. Brenna/M. Anderson, 5 Ayes, Motion Carried. 6:24PM

Submitted by Town Clerk, Alex Smith.

# TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING April 30<sup>th</sup>, 2024 At 5:00PM

**Draft Minutes** 

Town Board Members Present: Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor Aimée

Baxter

Staff Present: Town Clerk Alex Smith

**Public Present: None** 

I. Call to Order:

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

II. Public Comment:

None.

III. Harbor Commission Vouchers:

Motion to approve the Harbor Commission vouchers in the amount of \$276,274.35, A. Baxter/S. Brenna, 3 Ayes, Motion Carried.

IV. Adjourn

Motion to adjourn, A. Baxter/S. Brenna, 3 Ayes, Motion Carried. 5:02PM

Submitted by Town Clerk, Alex Smith.

Public

## TOWN OF LA POINTE REGULAR TOWN BOARD MEETING May 14th, 2024 5:00 PM AT TOWN HALL

**Draft Minutes** 

Town Board Members Present: Chair Glenn Carlson, Supervisor Sue Brenna (via Zoom),

Supervisor Aimée Baxter, Supervisor Samantha Dobson

Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Town

Clerk Alex Smith, Public Works Evan Erickson Jr. **Public Present:** Paul Brummer, Peggy Ross

Call to Order: 5:00pm

#### I. Public Comment A\*

Paul Brummer suggested adding language about requiring insurance from employees for the waiver for employee use of Town/MIFL garages.

#### **II. Administrative Reports**

- A. Town Administrator's Report: Prepared by Michael Kuchta.
- B. Public Works Director's Report: Prepared by Ben Schram.
- C. MRF Supervisor's Report: Prepared by Martin Curry.
- D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer.
- F. Accounting Report: Prepared by Lauren Burtaux.
- G. Police Chief's Report: Prepared by William Defoe.
- H. Fire Chief's Report: Prepared by Rich Reichkitzer.
- I. Ambulance Director's Report: Prepared by Cindy Dalzell Unanimous consent to place the monthly reports on file.

#### III. Public Works

- A. Roads, Dock and Harbor
  - 1. Purchase order: cold mix asphalt:

Motion to approve the purchase order for cold mix asphalt in the amount of \$2,767.60, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

- 2. Authorization to rent Winter Transportation office for Hagen Rd. construction: The Town Board came to a consensus and granted authorization for Northwoods Paving to rent the Winter Transportation office for the Hagen Rd construction if they are the selected bidders.
- 3. Authorization to sell gravel for Hagen Rd. construction: The Town Board came to a consensus and granted authorization for Northwoods Paving to purchase the Town's existing gravel stock. Town staff will work out pricing and details for the proposals from Northwoods Paving.

#### B. Parks

1. Comprehensive Outdoor Recreation Plan:

Motion to adopt the updated version of the Comprehensive Outdoor Recreation Plan, S. Dobson/A. Baxter, 4 Ayes, Motion Carried.

#### C. MRF

1. Purchase order: Woodstock engine overhaul:

Motion to approve the purchase order for the Woodstock engine overhaul in the amount of \$11,694.01, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

2. Island Closet lease:

Motion to approve the 2-year lease with Island Closet, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

#### **IV. Committees**

#### A. Planning and Zoning

1. TPC recommendation on Certified Survey Map #3409 (Parcel 014-00116-0700: Government Lot 2 of Section 20, Township 50 N, Range 3 W) 715 Big Bay Road: Motion to approve the TPC recommendation, which divides a parcel at 715 Big Bay Rd into three 1 acre lots, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

2. Rental ordinance language on delinquent payments:

Motion to approve the revised language on delinquent payments in the Rental Ordinance, S. Dobson/A. Baxter, 4 Ayes, Motion Carried.

#### B. Harbor Commission

- 1. Authorization to advance \$300,000 in working capital to MIFL LLC: Motion to authorize the of \$300,000 in working capital to MIFL, S. Brenna/S. Dobson, 4 Ayes, Motion Carried.
- 2. Appoint two members to Harbor Commission:

  Motion to ratify the appointment of Susan Widmar and Glenn Carlson to the Harbor Commission with terms ending 10/6/2025, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.
- 3. Lease with Dockside Gifts:

Motion to approve the lease with Dockside Gifts, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

4. Bayfield dock lease with Nelson Construction:

Motion to approve the Bayfield dock lease with Nelson Construction, S. Dobson/A. Baxter, 4 Ayes, Motion Carried.

5. Renewal of Resolution #2024-0208B (Town loan of \$450,000 to Harbor Commission):

Motion to renew Resolution #2024-0208B to extend the existing loan of \$450,000 for an additional 90 days with a 5% interest rate, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

#### C. Public Arts Committee

1. Special Event permit for Make Music Day: Motion to approve the Special Event Permit for Make Music Day, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

#### V. Town Hall Administration

A. Proposals for Town Board retreat:

Motion to accept the proposal from UW Green Bay for a Town Board Retreat, S, Dobson/A. Baxter, 4 Ayes, Motion Carried.

The retreat will take place in September at a tentative location of Northern Great Lakes Visitor Center, more confirmation details to follow.

B. Waiver for employee use of Town/MIFL garages:

The Town Board has requested to add additional language to include the employee provides a certificate of insurance and listing the Town as an additional insurer.

C. Create Island Collaborative task force:

The Town Plan Commission has recommended the Town Board create a task force of people to come up with a structure for the Island Collaborative Task Force, to initially help in implementing the community focused parts of the Comprehensive Plan. The Town Board will come up with ideas and discuss at the next meeting.

D. Use of ice road parking lot for Dahl Construction project staging:

The Town Board came to a consensus to allow Dahl Construction to stage materials in a portion of the parking lot on Sunny Slope in late June/early July, during construction of a nearby home.

E. Pasture fee for 687 Middle Road property:

Motion to defer the pasture fee for the 687 Middle Road property, S. Dobson/A. Baxter, 4 Ayes, Motion Carried.

F. Rental of woodshed at Big Bay Town Park:

The Town Board came to a consensus to authorize the Town to negotiate a lease for the rental of the woodshed at Big Bay Town Park.

#### VI. Vouchers

A. Town:

Motion to approve the Town vouchers in the amount of \$43,312.83, A. Baxter/S. Dobson, 4 Ayes, Motion Carried.

B. Harbor Commission:

Motion to approve the Harbor Commission vouchers in the amount of \$56,979, S. Dobson/A. Baxter, 4 Ayes, Motion Carried.

VII. Minutes: No minutes to approve at this time.

#### **VIII. Emergency Services**

A. Fire

Purchase order for self-contained breathing apparatus (SCBA):
 Motion to approve the purchase order for SCBA in the amount of \$20,000, S,
 Dobson/A. Baxter, 4 Ayes, Motion Carried.

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

Paul Brummer commented on the MRF truck being out of commission and to make note of the difference of cost of doing it yourself versus using a subcontractor.

Evan Erickson Jr. stated that Republic is only willing to help us with this hauling or any hauling due to the fact that we are bringing it to Bayfield, they don't have the time to come and do the box swap, which saves them boat time that will not be included in the cost.

Peggy Ross asked for some clarification on a few Make Music Day logistics.

**X. Liquor Licenses:** Nothing to report at this time.

#### 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 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 the Wisconsin Department of Revenue Regarding Ashland County: Nothing to report at this time.

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

Fire/burn control addition to the Fee Schedule Treasurer's Report Minutes Pasture Fee Island Collaborative Task Force

XII. Adjourn

Motion to adjourn, S. Brenna/S. Dobson, 4 Ayes, Motion Carried. 5:49PM

