

# TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: May 25-June 7, 2024

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## 1. Accomplished/Completed

- **Airport sponsor certifications.** Completed nine FAA documents for Glenn's signature to send to the state Bureau of Aeronautics.
- **Electric ferry grant application.** Electronically filed application with EPA (on behalf of Harbor Commission) ahead of May 28 deadline.
- **Gazette.** Submitted Report from Town Hall, edited Town Chair's column for June issue.
- **Maintenance of Effort.** Filed this new EMS and fire reporting requirement with the state on June 4; not doing so jeopardizes a portion of the \$43,000 in state municipal aid that the Town is supposed to receive in 2024.
- **Performance reviews.** Finished written evaluations of Town Hall staff and department heads; will be scheduling one-on-one meetings.
- **SAM.gov.** Finally navigated all hurdles to renew Town's UEI with accurate, current information.
- **Zoning map.** Sent corrections to Northwest Regional Planning Commission.

## 2. Coming Up

- **Inline Marathon.** Saturday June 15, 7 a.m.-noon.
- **WCMA Conference.** Wednesday-Friday, June 19-21.
- **Make Music Day.** Friday June 21

## 3. Town Board Agenda – Information/Comments

- See separate memo.

## 4. Follow Up on Previous/Ongoing Projects

- **Bad River MOU.** I have a preliminary meeting with tribal representatives on June 10.
- **La Pointe School.** I met with school parents, teachers, and district staff on June 4. We continued discussions on building needs and strategies as the school board continues to debate what capital projects to pursue in a 2025 referendum. Some parents intend to attend the district's building and grounds committee meeting June 10.

## 5. Grant Report

- **BBTP Accessibility Project.** Sen. Tammy Baldwin's office is recommending \$1.36 million in federal funding. The project would replace the park's aging, narrow, wooden staircase and bridge with a wider ADA-compliant ramp and bridge connecting the bluff with the lagoon, beach, and Lake Superior below. Baldwin's request to the Senate Appropriations Committee does not mean this is a done deal. The Town is also pursuing up to \$250,000 in grants from the state's Knowles-Nelson Stewardship Program and the Recreational Trail Program.
- **ESB Microgrid.** I started the "onboarding" paperwork from the Office of Energy Innovation. No official grant contract yet for Town Board approval.

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JUN 7 2024

Initial: dg

## 6. Lawsuits/Legal Issues

- See June 11 Agenda Memo.

## 7. Other Information

- **Extreme weather meeting.** UW Extension in Ashland County intends to hold a community meeting in La Pointe July 18 to discuss which impacts of climate change concern Islanders the most. Possibly at Town Hall; details to be determined.
- **Fire Department.** Members re-elected Rick Reichkitzer as chief on June 5.
- **MOU with Chamber of Commerce.** Met June 4 with director Sharon Zanto on agreement to designate the Chamber as the Town's "tourism entity." She will present the language to the Chamber board.

## TOWN BOARD MEETING MEMO

From: Michael Kuchta, Town Administrator  
Date: June 11, 2024  
Re: Agenda items

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### Roads, Dock and Harbor

- **Lease: Lot S. Action item.** This is final language authorizing Dahl Construction to stage materials in the "ice road lot" during July and August.
- **Hire Fire Sign Installer. Action item.** The request authorizes hiring additional workers to make sure the project finishes this year. The 2024 budget includes \$14,400 for installation payroll costs; any cost overruns would need to be handled by unused seasonal payroll funds and/or any special charge levied at the completion of the project. Specifically, motions are needed to:
  - Hire Maya Pflieger at \$20.00/hour, pending a background check.
  - Authorize Zoning Administrator Ed Schaffer to do hands-on installation on "off days" at his normal wage of \$26/hour.

### Parks

- **Lease: BBTP Woodshed. Action item.** This is final language authorizing Evan and Evan Firewood and Logging to continue selling campfire wood at BBTP.
- **Hire Parks 1. Action item.** Hire Zach Hilty for the seasonal Parks 1 position, at \$20/hour for up to 800 hours between June 12 and Oct. 14, 2024.
- **Hire Parks 2. Action item.** Hire Michael Swanson for the seasonal Parks 2 position, pending background check, at \$20/hour for up to 600 hours between June 12 and Sept. 14, 2024. [Overall, the two seasonal Parks positions will be about 90 hours less than budgeted.]
- **Lease: Russell Park. Action item.** This authorizes Grampa Tony's to continue setting up tables in the park for dining by customers.

### Airport

- **Lease: Hangar 5. Action item.** This is a 10-year lease for the hangar's new owner.
- **Lease: Industrial Lot 4. Action item.** This is a new 10-year lease for a lot whose previous tenant cancelled their lease early.

### Planning and Zoning

- **Certified Survey Map. Action item.** The Town Plan Commission recommends approving this CSM, which enlarges Parcel 014-00136-0500 by shifting land from Parcel 014-00136-0600 (1197/1201 Big Bay Road).

### Harbor Commission

- **Lease: Trek and Trail. Action item.** Harbor Commission recommends approving this updated lease, which was in place before the Town purchased the ferry line.
- **MIFL LLC payroll reimbursements. Action item.** This is the first try at expediting payroll payments. The goal is to reduce the level of operating capital the Harbor Commission and Town must front at any given time.

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JUN 17 2024

Initial: dg

### Town Hall Administration

- **Island Collaborative Task Force.** Discussion or Action item. You previously anticipated appointing 5-7 members. The initial deadline for applications was June 10.
- **Compensation Resolution.** Action item. The resolution codifies Town pay scales that were approved individually when positions were filled. The sign installer and Harbor Commission administrator positions are new since December. The summer rec wages (which are part of the Library budget) are \$2/hour higher than proposed in December; the Library Board previously approved these rates.
- **Lease: Grazing on 687 Middle Road.** Action item. The agreement authorizes grazing to continue on land the Town acquired from the ferry line. Approximately 3.25 acres are fenced off as pasture land. The proposed rate is \$23/acre; that is based on the mean and median rates in northwest and north-central Wisconsin counties, according to the USDA.

### Lawsuits and Legal Issues

- **Ashland County petition.** Discussion item. The Wisconsin Tax Appeals Commission notified us on May 29 that they are exercising their statutory option: They are extending their deadline by 90 days before they decide whether to shift part of the county's tax levy for law enforcement services to Town control. The new deadline for a ruling: Aug. 27.

## May 2024 Public Works Report

### Roads

- The second week of May saw the entire Town crew working on the annual downtown clean-up tasks, such as sweeping Main Street with the TV145 broom and cleaning debris from curbs and gutters.
- Three additional culverts of Hagen Road were replaced, on 5/13, 5/29, and 5/30. Due to rainy weather and no seasonal Parks staff yet, the sixth and final replacement will take place in early June.
- The intersections around the downtown area were swept with the JD 444 broom, removing much less salt sand and pebbles from previous years.
- Pete was out in the grader as the weather allowed. Other than the need for gravel lift and additional ditching on every gravel road, the road network is in pretty good shape after the mild winter. Additional ditching on North Shore, Schoolhouse, and other problem areas will continue this season.

### Parks

- All downtown bathrooms were open to the public by 5/3. Big Bay Town Park officially opened for the season 5/6, with all bathrooms and showers open.
- The first mowing of the season was 5/6. We anticipate May to be a busy mowing month, and I am hoping to hire seasonal Parks crew very soon.
- The veteran BBTP all-star crew of Rand, Fern, and Bill are back, and the Park is on track to break records again, currently with 6,025 registered campers through the fall.
- The running Marathon took place 5/18. I believe it was a huge success, with no major issues whatsoever.
- The solar arrays were adjusted to the summer position at the school parking lot and the Town Hall on 5/21.

### Misc.

- The Town crew did a great job throughout the month while being short-staffed, having multiple rain days, and having the MRF hauling truck out of service for major repairs. Many of the usual annual tasks were completed by Memorial Day weekend, but some were not. Everything crucial to public transportation and the standard of recreation was functional. We'll have more help in June, and it's going to be a busy summer.

Drive safely.  
Respectfully submitted,  
Ben Schram, Public Works Director

RECEIVED  
JUN 7 2024

Initial: dg

(5) TB, TA, A, Clerk Public

Zoning Report 5/31/2024

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

ZONING REPORT 5/31/2024

Building/Land Use Permits	2024		2023	
	Value	Number	Value	Number
County	\$6,750.00	24	\$2,375.00	11
Town	\$11,043.50	29	\$3,649.25	23
Total	\$17,193.50	53	\$6,024.25	34

Town Revenue (2024 to date)		Town Revenue (through 5/31/23)	
Permits	\$11,043.50	Permits	\$3,649.25
Variance	0	Variance	0
CSM	\$500.00	CSM	\$250.00
Special exception	0	Special exception	\$750.00
CUP	0	CUP	0
Total	\$11,543.50	Total	\$4,649.25

Short-Term Rental Permits

Source	2024 (to date)		Through 5/31/2023	
	Permits	Revenue	Permits	Revenue
Rentals by owner	49	\$14,800.00	60	\$10,500.00
Madeline Island Vacations	1	\$ 300.00	49	\$8,575.00
The Inn on Madeline Island	<u>1</u>	<u>\$ 300.00</u>	<u>29</u>	<u>5,075.00</u>
Total rental properties	51	\$15,400.00	138	\$24,150.00

RECEIVED JUN 4 2024

initial: dg

The TPC work group and I continue working on changes in the Zoning Ordinance. Sections 2, 3, 4, and 5 have been given to the TPC for review. Applications for rental permits have been slowly coming in, with a lot of them lacking proof of insurance. This has typically been resolved with an e-mail, letting them know about the ordinance change. Three rentals have been removed from the market. The filing deadline this year is one month later. I am still working with Bob Hartzell trying to figure out how to get his UDC permits from James Price. There are still issues to be resolved with water and sanitary.

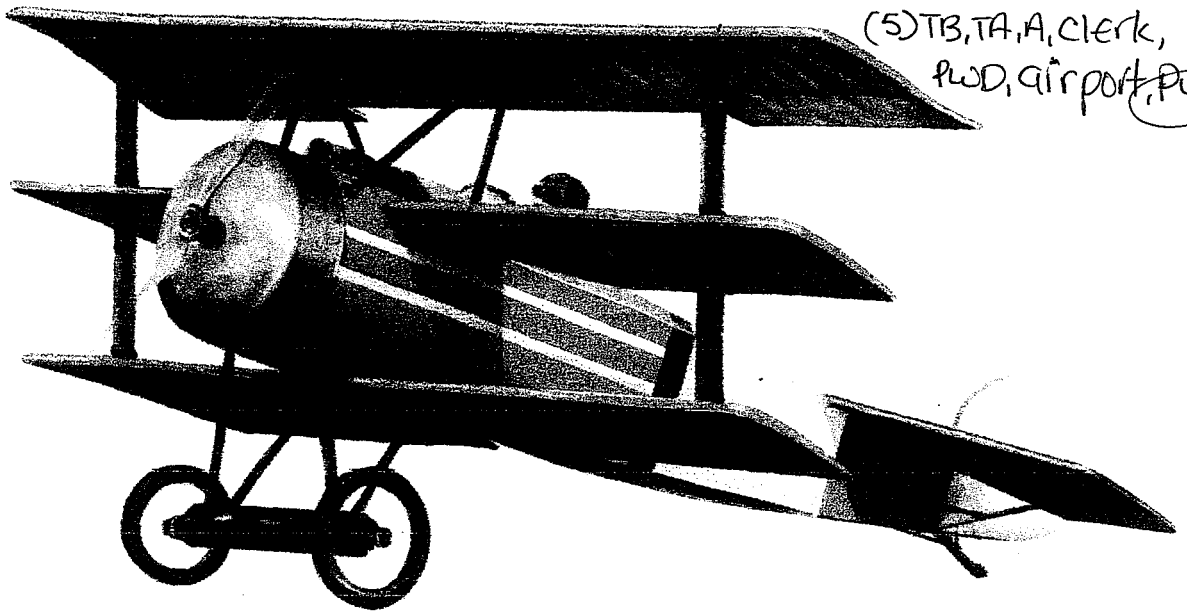
**Zoning Report 5/31/2024**

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

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	Parcel number 014	PROJECT TYPE	TOWN FEE	COUNTY FEE
5/2/2024		9218	2024-17	Charles Pearson	2574	North Shore Rd	00045-1100	Dwelling	\$1232.10	\$500.00
5/2/2024		9219	2024-18	Gloria Fennell	1125	Big Bay Rd.	00117-0220	Dwelling	\$363.00	\$500.00
5/7/2024	8921	9220	2024-19	Fern Langenberger	3306	Hermit Ln.	00325-0816	Dwelling	\$447.00	\$500.00
5/7/2024		9101	2024-20	Ed Nelson	2710	North Shore Rd.	00045-0430	Dwelling	\$363.00	\$500.00
5/9/2024		9221	2024-21	Ken Goldfine	1093	Sunnyslope	00462-0200	Dwelling	\$1952.40	\$500.00
5/9/2024		9222		Ken Goldfine	1093	Sunnyslope	00462-0200	Accessory		\$200.00
5/14/2024		9223	2024-22	Jean Jablonski	2818	Big Bay Rd.	00061-0200	Dwelling	\$353.40	\$500.00
5/14/2024		9224	2024-23	Flint Cook	2926	Big Bay Rd.	00060-0240	Accessory	\$525.00	\$200.00
5/16/2024		9228		Sue Katt	2856	Big Bay Rd.	00061-0400	Composting	\$175	
5/16/2024		9227	2024-24	Sue Katt	2856	Big Bay Rd.	00061-0400	Accessory	\$75.00	\$200.00
5/21/2024			2024-25	Monique Darton	1861	Big Bay Rd.	00097-0100	Occupation	\$50.00	
5/21/2024		9229	2024-26	Charles Brummer	1004	South Shore Rd	00291-0300	Disturbing	\$75.00	\$150.00
5/23/2024			2024-27	Bartlett Baker	303	Ross Ln.	00200-4900	Driveway	\$75.00	
5/28/2024			2024-28	Tim Schatz	1615	North Shpre Rd	00088-0400	Driveway	\$75.00	
5/29/2024		9191	2024-29	Stephen Collins	740	Fishermans Ln.	00116-0902	Accessory	\$135.00	\$200.00
5/30/2024				Mary Smith	1201	Big Bay Rd.	00136-0600	CSM	\$250.00	

Respectfully submitted,

Ed Schaffer  
Zoning Administrator



(5)TB,TA,A,clerk,  
PWD,airport,public

**Major Gilbert Field (4R5)**

**To:** Town Board

**From:** Paul Wilharm

**Date:** 06/03/2024

**Re:** Monthly report for May 2024

During the month of May our airport was issue free.

Drop box receipts:	\$245.00
Traffic, flight plan:	21
Traffic, sign in	22
NOTAMS	01

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

Attached are logs / checklists

Thanks !

Paul cover + 4

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JUN 3 2024

Initial: dg



May 2024 Traffic count and revenue log / checklist  
Drop box receipts \$ 245.00

The following filed flight plans:

05/03 N79843  
05/10 N79843  
05/11 N200NW  
05/13 N346BA  
05/15 N178SG  
05/17 N79843  
05/17 N84878  
05/17 N381SP  
05/18 N229TA  
05/19 N9774B  
05/19 N21030  
05/20 N218MN  
05/23 N516PT  
05/24 N192AF  
05/24 N200NW  
05/25 N381SP  
05/26 N79843  
05/29 N35WC  
05/29 N192AF  
05/29 N79567  
05/29 N200NW

For additional traffic see sign in sheet(s)

5-5  
 5-9  
 5-11  
 5-11  
 5/11  
 5/12  
 5/16  
 5/18  
 5/18  
 5/18  
 5/23

3	P	Y23	15
2	P	KPNM	15
1	P	Y23	30
1	P	KFCM	30
3	P	KFCM	30
2	P	KCBG	30
1	P	KFCM	30
1	B	KMLC	30
1	P	OCC	30
1	P	KHYR	30
2	P	ZIP	30

5/24 sign in (1)

WELCOME TO 4R5

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
5-18/25			2	P	FBL	
5/24/24			1	P	FCM	
5/25/24			2	P	DLH	500 wine PAID X2 4/24/24
5/26/24			2	P	1WD	
5/29/24			2	P	CZ9	
5/30/24			2	P	21D	
5/29/24			1	P	CIV	603 728 5010
5/30/24			2	P	KLON	502-457-4488
5/30			2	P	ANE	
5/31			2	P	ANE	

30-  
60-

15

5/24 sign in (2)

Run 1 total records!

Available Reports

Reference... NOTAM N... NOTAM Text

Designator Recipient ...

Civil Airport Coordination Report

72585550 05/462 IGRB 05/462 4R5 RWY 04/22 WIP GRASS CUTTING ADJ 2405281903-2405282359

4R5 Paul

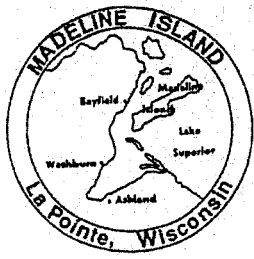
Civil Airport NOTAM Report

gNOTAMactions

xUserEmails

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	05/01/2024
Date Range (End)	05/31/2024

5/24 NOTAM



# LA POINTE POLICE DEPARTMENT

MADELINE ISLAND  
340 BIG BAY ROAD  
LA POINTE, WISCONSIN 54850

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

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

**To:** Town Board  
**From:** William Defoe  
**Date:** 6/5/2024  
**Re:** Monthly Police Report for June

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

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

And just like that we are in summer mode, May's calls for service included two separate domestic incidents/arrests, thefts from cars, moped crashes, vehicle unlocks, EMS calls, parking complaints and one Operating a Motor Vehicle While Intoxicated arrest to name a few of the events of the month of May.

The Madeline Island Marathon did something that I believe we have never experienced; it went off without a hitch. No EMS calls, no emergencies, no traffic problems. The plan is to continue what we have been doing. We had help from GLIFWC, State Patrol as well as Ashland County Sheriff.

We now are looking at the Apostle Island Inline Race on June 15<sup>th</sup>, we have help coming from GLIFWC as well as Ashland County for this event.

I have done an article for the next Gazette covering Skateboarding on roads, which State Law prohibits. I hope this clears up any confusion on the topic.

A message for residents and visitors, please do not leave valuables in unlocked cars, we have already had a few thefts complaints to items missing from vehicles that were not locked.

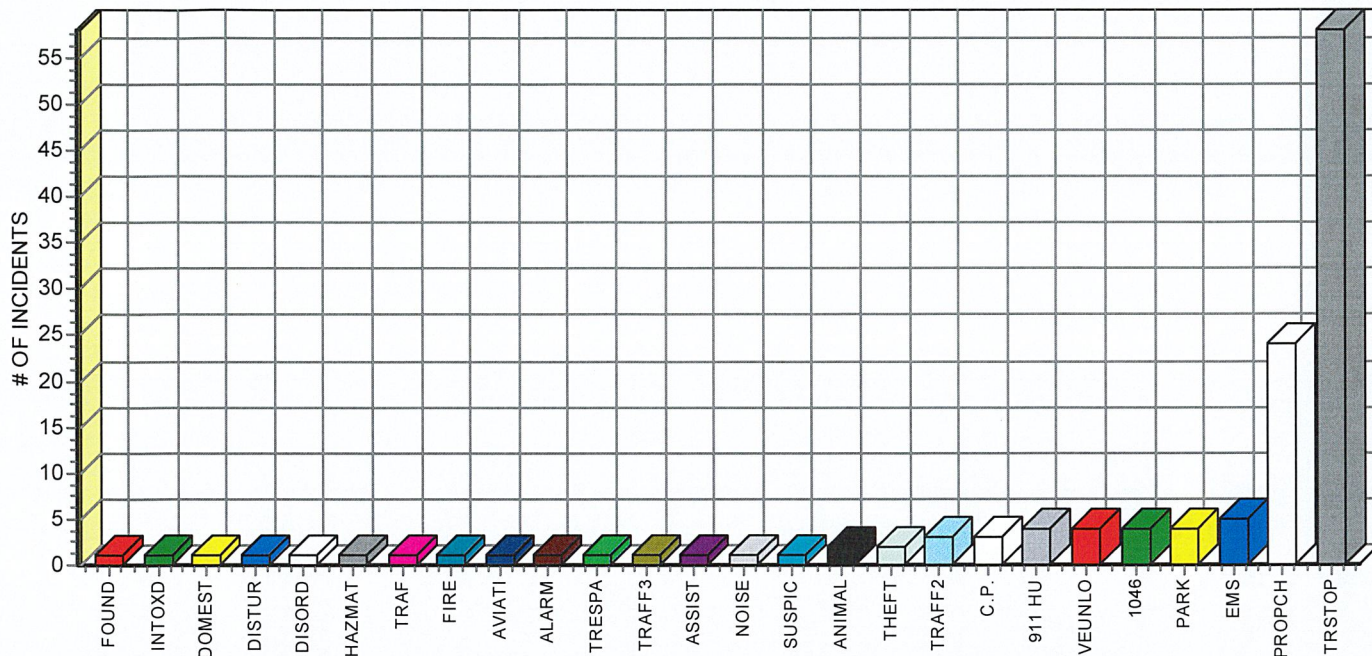
If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

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JUN 5 2024

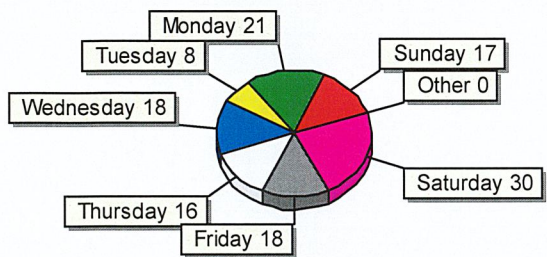
Initial: cg

Incident Frequency by TYPE (Top 26 of 26 Shown) (Using DATE RECD)



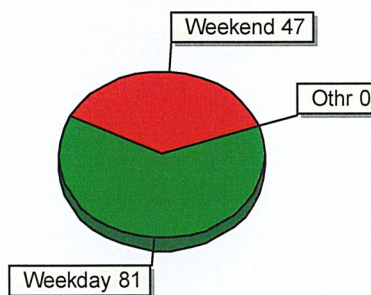
FOUND 1	INTOXD 1	DOMEST 1	DISTUR 1	DISORD 1	HAZMAT 1	TRAF 1
FIRE 1	AVIATI 1	ALARM 1	TRESPA 1	TRAFF3 1	ASSIST 1	NOISE 1
SUSPIC 1	ANIMAL 2	THEFT 2	TRAFF2 3	C.P. 3	911 HU 4	VEUNLO 4
1046 4	PARK 4	EMS 5	PROPCH 24	TRSTOP 58		

By Day of Week



Sunday 13.28 %	Monday 16.41 %
Tuesday 6.25 %	Wednesday 14.06 %
Thursday 12.5 %	Friday 14.06 %
Saturday 23.44 %	Other 0 %

Weekday vs Weekend



Weekend 36.72 %	Weekday 63.28 %
Othr 0 %	

Search Criteria: (LOGNUM >= 'A4-24-00001')  
 (LOGNUM <= 'A4-24-10000')  
 (DISTRICT >= '07')  
 (DATE\_RECD >= TO\_DATE('5/1/2024','MM/DD/YYYY'))  
 (DATE\_RECD <= TO\_DATE('5/31/2024','MM/DD/YYYY'))

## Internal Accounting Coordinator Report May 2024

6/5/2024

1. **Ehlers and Pierce:**

- a. The meeting with Angie, Michael Kuchta and I went well. We were able to find answers to certain questions and it was helpful to come together and work out any areas of concerns.
- b. Angie and I have been communicating via email and over the phone, mostly working on Workhorse reconciliation.

2. **Audit – Baker Tilly:**

- a. Vanessa, Michael and I will have a meeting in the upcoming weeks to discuss the final reports from the audit. We are still waiting to set up a time for this meeting.

3. **Workhorse:**

- a. I have been training Melissa Pusateri, the new town treasurer, in Workhorse: how to receipt incoming money and getting her more familiar with the chart of accounts, among other topics that come up. It is great to have her here.
- b. Another project I have been working on is creating new accounts for the MIFL Public Utility account in Workhorse. This has been a big learning curve. Finally, I have them entered in Workhorse, so I am able to print checks for any MIFL reimbursements and catch up on the activity in the bank account.

4. **Grants:**

- a. The Airport reimbursement request for the Coronavirus Response Relief Supplemental Appropriations (CRRSA) Act is still a work in progress.
- b. The second reimbursement request for the Harbor Commission has been submitted for \$101,440.34. I am waiting to hear from the Department of Administration if they would like more supporting documentation.

5. **Miscellaneous:**

- a. Alex Smith, town clerk, and I submitted the Municipal Financial Report to the DOR on May 14<sup>th</sup>. Baker Tilly was able to provide over-the phone-support when needed.
- b. Cvikota, the outside ambulance billing company, has been collecting a lot of payments from patients, which is great. We have finally found a system that works for both parties in order to efficiently receive the payments and pay them as well.

Respectfully submitted,

*Lauren Burtaux*

Internal Accounting Coordinator

**RECEIVED**  
JUN 7 2024

Initial: dg

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

Madeline Island Ambulance Service Report

June 3, 2024

We had seven runs in May. Two of them were fire stand-bys, four were transports and one was a non-transport.

Bonnie did a great job doing our first EKG training. At our next meeting we will do more practicing and put the EKG into service. We will keep our AED and vital monitor for back up until everyone is totally comfortable with the new equipment. Stryker sent us lots of samples to practice with.

We did have the Stryker repair guy here on Memorial Day weekend. There was an issue with the cots and their batteries not re-charging. Our chargers seemed to have both gone bad. It was stated that they should be put on charge with a device that protects them from the power surge that we get when the generator tests itself or kicks on. Those are on order, and we have new chargers as well.

We also have had DSC here to add back the paging feature and the repeated tone-out button to our radios. It took him two tries but we have it covered now.

Steve Adamski is replacing the fog lights on 509 and stated that our rigs sit on a slope, and it is affecting the back ends of the rigs. We have added boards to level the area where they sit and hope that it helps to maintain the rigs in good condition.

The ambulance tour with the school was a great success. The kids and the EMTs had a great time.

Thank you,

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

RECEIVED  
JUN 5 2024

Initial: dg



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

# INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

**THIS AGREEMENT**, made and entered into this 15th day of June 2024 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the Lessor, and

Name: Applied Innovations Research LLC/Peter Lehman

Mailing address: 21265 Radisson Road

City: Excelsior, MN 55331

Telephone: 612-201-8475

Email address: leterlehman@gmail.com

hereinafter referred to as the **Lessee**.

**WITNESSETH:**

**WHEREAS**, Lessor owns and operates a Light Industrial District located at 795 Airport Drive in the Town of La Pointe, Ashland County, Wisconsin;

**WHEREAS**, Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for uses permitted in the LI-1 District of the Town of La Pointe Zoning Ordinance;

**WHEREAS**, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the Zoning Ordinance.

**NOW, THEREFORE**, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term stated in Section 1.

1. **TERM.** Lot #4. The term of this lease shall be for a maximum period of ten (10) years, commencing on June 15, 2024 and ending on December 31, 2033. If not renewing the lease, Lessee can request an extension of the current lease of up to 120 days from the end of lease if the request is made prior to the termination date. If Lessee requests an extension, Lessee shall pay fifty percent (50%) of the rental charge stated in Section 2. Either party may terminate this Agreement for any reason upon six (6) months' written notice to the other party.
2. **RATE.** The Lessee agrees to pay the rental charge per lot for the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.

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JUN 5 2024

initial: dg

### 3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial District. Despite the lack of any such obligation, the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
- B. The Lessor will provide the site; the site is leased "as is." Proper drainage is a problem at the Light Industrial District and the Lessor makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- C. Location of buried utilities is the responsibility of the Lessee.
- D. All metered service charges are the responsibility of the Lessee.
- E. The Lessor reserves the right to approve the style, color, and size of any structures erected on the premise. New structures will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
- F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Public Works Director. Lessee will obtain all necessary permits.
- G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed, in consideration of the agreements herein contained, at the expiration or termination of this lease agreement, unless the Lessor provides written permission to the contrary, Lessee shall remove buildings and any equipment, structures, attachments and debris hereto from Lessor's property. Lessee shall remove items within thirty (30) days of the end of the lease. Lessee shall restore Lessor's property to its original condition.

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

### 5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin, and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessor may make changes in the rules but shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective. Within thirty (30) days of the effective date of any rules change, the Lessee may terminate the lease if a change negates the ability of the Lessee to utilize the premises as intended. Upon such voluntary termination, the Lessee shall vacate the premises under the terms of Section 11A.

- C. The Lessee is advised that the leased property is adjacent to Major Gilbert Airport and, as such, is in a noise-impacted area; that present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation, and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.
  - D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
  - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.
- 6. HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.
- 7. CERTIFICATE OF INSURANCE.**
- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
  - B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
  - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

**8. LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

**9. MAINTENANCE AND PROTECTION**

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine that the premises requires upkeep under terms of the Zoning Ordinance (Town of La Pointe), the Lessor may request that the area be surrounded by a fence, wall or other adequate screening to shield said area from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures or items owned by the Lessee, the Lessee shall promptly repair, replace, or remove damaged items and restore the leased area. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the operational areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.
- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.
- I. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

**10. DEFAULT.**

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove all structures, appurtenances, and items thereto belonging to the Lessee, or the property shall be considered abandoned. During the thirty (30) days allowed Lessee to

remove items at either the normal end or termination of the lease, the Lessee will continue to pay prorated rent.

- B. If the Lessee shall leave any property on the premises for more than thirty (30) days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary. This is in addition to any other remedy Lessor has available under Wisconsin law.
- D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.

**11. LEASE EXPIRATION.** In consideration of the agreements contained herein, at the expiration of this lease agreement, on or before December 31, 2033, Lessee at his/her option shall elect either of the following:

- A. To remove any structures and property hereto from the leased lot. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of structures and property, and restoration of the lot, shall occur within sixty (60) days, during which time the Lessee shall continue to pay prorated rent.
- B. To request a new lease agreement for an additional period of up to ten (10) years on substantially similar terms for rental of the lot.

**12. SUBORDINATION.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

**IN WITNESS WHEREOF**, the parties hereunto have executed this agreement the day and year written below.

Lessee

**TOWN OF LA POINTE, Lessor**

By: Peter Lehman

By:

Town Chairperson

Date:

Date:

Attest:

Town Clerk



## Town of La Pointe Agreement for Use of BBTP Woodshed

This Agreement is entered into on May 31, 2024 between the Town of La Pointe (hereinafter "Town") and Evan and Evan Firewood and Logging (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. The agreement will be reviewed each year. The User and Town agree that this does not constitute nor create a tenant/landlord relationship.
- 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) and structure to the extent possible without interfering with User's activities.
- 5) The User will assume responsibility for personal property kept on the Premises. Any personal property remaining on the Premises after the termination of this Agreement shall be deemed abandoned.
- 6) The Town will provide General Liability/Property Damage Insurance on the grounds and any Town-owned structures. The User will maintain adequate General Liability Insurance for activities on the Premises; the policy will name the Town of La Pointe as an Additional Insured. A copy of the Certificate of Insurance will be filed with the Town. Town reserves the right to require additional or greater insurance coverage. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Agreement.
- 7) The User will protect, indemnify, and save the Town, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the 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 User 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

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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.

- 8) The User is not a sub-contractor of the Town. It is further understood that the Town has no supervisory control over any of the User's principals, employees or representatives. This Agreement does not create a partnership relationship. The User understands that the use of the Premises does not constitute an endorsement of said use.
- 9) The User will use the Premises contemplated herein in compliance with all applicable federal, state, and local laws and regulations. The User represents and warrants that it has or will obtain all permits, licenses, registrations, and other approvals required by every federal, state, local, or municipal government or agency in respect to the use of the Premises.
- 10) Any disagreements or disputes will be brought to the Town Administrator for resolution as soon as possible. Should the dispute not get settled through these discussions, it is agreed that the User may bring the dispute to the Town Board for resolution.
- 11) This Agreement may be modified at any time by written mutual agreement of the Town and User.
- 12) This Agreement may be terminated by either party upon 30 days' written notice.
- 13) This Agreement sets forth the entire understanding and agreement between the parties relating to use of the Premises and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This Agreement may be executed in parts and counterparts, each of which, taken together, represent one Agreement. Signatures may be made electronically. A copy of this Agreement shall be valid as an original.

**Town**

**User**

\_\_\_\_\_  
Glenn Carlson, chair

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Attest: Alex Smith, clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Contacts**

Town  
Town Administrator  
PO Box 270  
La Pointe, WI 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)  
715-747-6914

User



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

# AIRCRAFT HANGAR LEASE

MAJOR GILBERT FIELD AIRPORT  
TOWN OF LA POINTE, WISCONSIN 54850

**THIS AGREEMENT**, made and entered into this 28th day of May, 2024 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the **Lessor**, and

Name: Joe Westermeyer Mailing address: 333 Birch Ln

City: Longville, MN State: MN ZIP: 56655

Telephone: 612-812-1614 Email address: joewestermeyer@gmail.com  
hereinafter referred to as the **Lessee**.

**WITNESSETH:**

**WHEREAS**, Lessor owns and operates an airport in the Town of La Pointe, Ashland County, Wisconsin, which is named the Major Gilbert Field Airport and is also known as the Madeline Island Airport and 4R5, and said Lessor is desirous of leasing to the Lessee a certain parcel of land, hereinafter more fully described and located on said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to for the purpose of aircraft storage: and

**WHEREAS**, Lessee will utilize the airport facilities of the Town for Lessee's plane and will occupy an Aircraft Hangar, and desires to lease said property and rights from the Town of La Pointe on and at such Airport.

**NOW, THEREFORE**, in consideration of the rental payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Airport which are described on the annexed Exhibit A as Hangar Lot 5A , which is incorporated herein by reference, which Lessee leases for the term of this Lease.

- 1. TERM.** The term of this lease shall be for a period of 10 years, commencing on May 28, 2024, and ending on December 31, 2033. Lessee can request an extension of the current lease of up to 120 days from the expiration of this lease if the request is made prior to expiration date. Either party may terminate this Agreement for any reason upon six (6) months' written notice to the other party.
- 2. RATE.** The Lessee agrees to pay the rental charge per square foot of the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and

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agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.

In addition, the Lessor shall pay the annual property taxes pertaining thereto as they become due and payable.

**3. USE OF LEASED PREMISES.**

- A. The Lessor will provide the hangar site; the site is leased “as is.” Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- B. The Lessee shall have the right to erect an aircraft hangar upon said premises providing said hangar conforms to the Building Code Requirements of the Wisconsin Department of Safety and Professional Services and pertinent provisions or any local ordinance in effect.
  - 1. During hangar construction, the hangar site will be maintained by Lessee for proper drainage of the site, taxiway and adjacent sites and hangars.
  - 2. Location of buried utilities is the responsibility of the Lessee.
  - 3. All installation and maintenance of utilities and approach apron going off the taxiway into the hangar is the responsibility of the Lessee.
  - 4. All metered service charges are the responsibility of the Lessee.
  - 5. All plans for such building/structures or modifications to building/structures shall be reviewed and approved by the Lessor prior to construction. Lessee will be responsible for obtaining all required land use and building permits from both the La Pointe Zoning Administrator and the Town’s Commercial Building inspector.
  - 6. Lessee shall own the building during the term of the lease and pay all applicable property taxes related to the building. The Lessee shall pay a one-time fee to cover the Town’s cost of recording the site’s parcel identification number with the Wisconsin Department of Revenue.
  - 7. Lessee shall maintain sufficient space in the hangar to store aircraft. Hangar use is primarily for aircraft storage.
  - 8. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager, the Town Public Works Director and, if required, by the Ashland County Zoning department.

- 4. ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part, nor sublet the premises or any part thereof, without the prior written consent of the Lessor. No assignment of

this lease will be considered unless the new proposed Lessee completes an Application for Transfer of Airport Hangar Lease. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

## 5. AIRPORT RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules; any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.
- C. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
- D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation.
- E. During time of War or National Emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government, for Military or Naval use. If any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- F. The Lessee shall have:
  - the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon;
  - the right to install, operate, maintain and store, subject to approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's plane;
  - the right of ingress and egress from the described premises, which right shall extend to the Lessee's employees, guests, and patrons;
  - the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of Aircraft of the Lessee.
- G. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

- H. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in or on the premises unless they are stored in accordance with state rules and regulations and local fire codes.
  - I. No outside storage will be allowed on the Lessee's hangar's lot or at any other location on airport property other than Parking Lot A, for which a vehicle parking permit is required.  
(Effective 7/3/2020)
- 6. HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.
- 7. CERTIFICATE OF INSURANCE.**
- A. During the Time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
  - B. The Lessee shall, at Lessee's expense, maintain liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin, with property damage coverage of at least \$100,000.00 and liability coverage of at least \$500,000.00 per occurrence and at least \$1,000,000.00 aggregate. Lessee shall, at Lessee's expense, insure the premises against fire, wind, hail and liability. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
  - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
- 8. LIABILITY.** Nothing in this declaration or in the issuance of a permit or lease will create any liability for the Town of La Pointe to either the Lessor or the Lessee of the subject property.

## 9. MAINTENANCE AND PROTECTION

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Airport. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to provide snow removal services to the Lessee's leased premises in the Hangar areas except within three (3) feet of the aircraft hangar door. Such snow removal shall be accomplished only after all runways, apron, and primary taxiways have been cleared. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.
- C. The Lessee will maintain the structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee. The Lessor will provide lawn mowing around hangar. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall promptly either repair or replace the building or remove the damaged building and restore the area leased by the Lessee. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- D. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- E. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the aforesaid development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.

## 10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove all structures, appurtenances, and items thereto belonging to the Lessee, or the property shall be considered abandoned. During the thirty (30) days allowed Lessee to remove items at either the normal end or termination of the lease, the Lessee will continue to pay prorated rent.
- B. If the Lessee shall leave any property on the premises for more than thirty (30) days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty

(30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary. This is in addition to any other remedy Lessor has available under Wisconsin law.

D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.

**11. LEASE EXPIRATION.** In consideration of the agreements contained herein, at the expiration of this lease agreement, on or before December 31, 2033, Lessee at his/her option shall elect either of the following:

- A. To remove the Aircraft Hanger Building and any equipment and attachments hereto, from Lessor's property at the Airport. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay prorated rent.
- B. To request a new lease agreement for an additional period of up to ten (10) years on substantially similar terms for rental of the property upon which Lessee's Aircraft Hangar Building is situated.

**12. SUBORDINATION.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

**IN WITNESS WHEREOF**, the parties hereunto have executed this agreement the day and year written below.

Lessee

TOWN OF LA POINTE, Lessor

By:

By:



\_\_\_\_\_  
Town Chairperson

Date: 5/28/2024

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Town Clerk

**EXHIBIT A**

**Legal Description of Lease Property:**

HANGAR 5A

A parcel of land located in the SE ¼ of the SE ¼ of Section 20, T. 50 N., R. 3 W., in the Town of La Pointe, Ashland County, Wisconsin, described as follows:

To locate the Point of Beginning, commence at a 1-1/4" iron pipe at the SE corner of said Section 20 and run N 89°33'19" W, 626.48 feet on the south line of said Section 20. Thence leaving said south line, N 00°26'42" E, 58.66 feet to the SE corner of Lot 1 of Ashland County Certified Survey Map No. 684, recorded in Volume 4 of CSM on Page 276. Thence on the southeasterly line of said Lot 1, N 42°30'00" E, 221.06 feet. Thence leaving said southeasterly line, N 46°41'17" W, 171.00 feet to the Point of Beginning.

Thence from said Point of Beginning by metes and bounds:

N 46°41'17" W, 72.00 feet.

Thence N 42°30'00" E, 90.00 feet.

Thence S 46°41'17" E, 72.00 feet.

Thence S 42°30'00" W, 90.00 feet to the Point of Beginning.

Said parcel contains 6,479 square feet.

## Town of La Pointe Agreement for Pasture Grazing

This Agreement is entered into on \_\_\_\_\_ between the Town of La Pointe (hereinafter "Town") and Gilpin Matthews/Lauren Schuppe (hereinafter "Users"), individuals.

The Town and Users agree to the following:

- 1) The Town owns land at 687 Middle Road (hereinafter "Premises").
- 2) The Town desires to ensure that, until the Town needs the land for other purposes, the Users can continue to graze livestock on the portion of the land that is currently used for such grazing (see Illustration 1). To assist with this, the Town agrees to allow use of the Premises by the Users beginning April 1, 2024.
- 3) The Users will pay the Town at a rate of \$23 per acre. The payment will total \$75 per year, paid in advance by Jan. 31. The agreement will be reviewed each year. The Users and Town agree that this does not constitute nor create a tenant/landlord relationship.
- 4) The Town will cover the cost of any existing utilities. The Users will maintain existing fences and other improvements on the Premises in good repair. The Users will not undertake additional improvements without written authorization from the Town.
- 5) The Users will assume responsibility for personal property kept on the Premises. Any personal property remaining on the Premises after the termination of this Agreement shall be deemed abandoned.
- 6) The Town will provide General Liability/Property Damage Insurance on the grounds and any Town-owned structures. The Users will maintain adequate General Liability Insurance for activities on the Premises; the policy will name the Town of La Pointe as an Additional Insured. A copy of the Certificate of Insurance will be filed with the Town. Town reserves the right to require additional or greater insurance coverage. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Agreement.
- 7) The Users will protect, indemnify, and save the Town, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the Users or anyone claiming by, through or under the Users; (b) any failure on the part of the Users 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 Users will, at the Users' 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 Users 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

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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.

- 8) The Users is not a sub-contractor of the Town. It is further understood that the Town has no supervisory control over any of the Users' principals, employees or representatives. This Agreement does not create a partnership relationship. The Users understands that the use of the Premises does not constitute an endorsement of said use.
- 9) The Users will use the Premises contemplated herein in compliance with all applicable federal, state, and local laws and regulations. The Users represents and warrants that it has or will obtain all permits, licenses, registrations, and other approvals required by every federal, state, local, or municipal government or agency in respect to the use of the Premises.
- 10) Any disagreements or disputes will be brought to the Town Administrator for resolution as soon as possible. Should the dispute not get settled through these discussions, it is agreed that the Users may bring the dispute to the Town Board for resolution.
- 11) This Agreement may be modified at any time by written mutual agreement of the Town and Users.
- 12) This Agreement may be terminated by either party upon 30 days' written notice.
- 13) This Agreement sets forth the entire understanding and agreement between the parties relating to use of the Premises and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This Agreement may be executed in parts and counterparts, each of which, taken together, represent one Agreement. Signatures may be made electronically. A copy of this Agreement shall be valid as an original.

**Town**

**Users**

\_\_\_\_\_  
Glenn Carlson, chair

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Attest: Alex Smith, clerk

\_\_\_\_\_  
Date

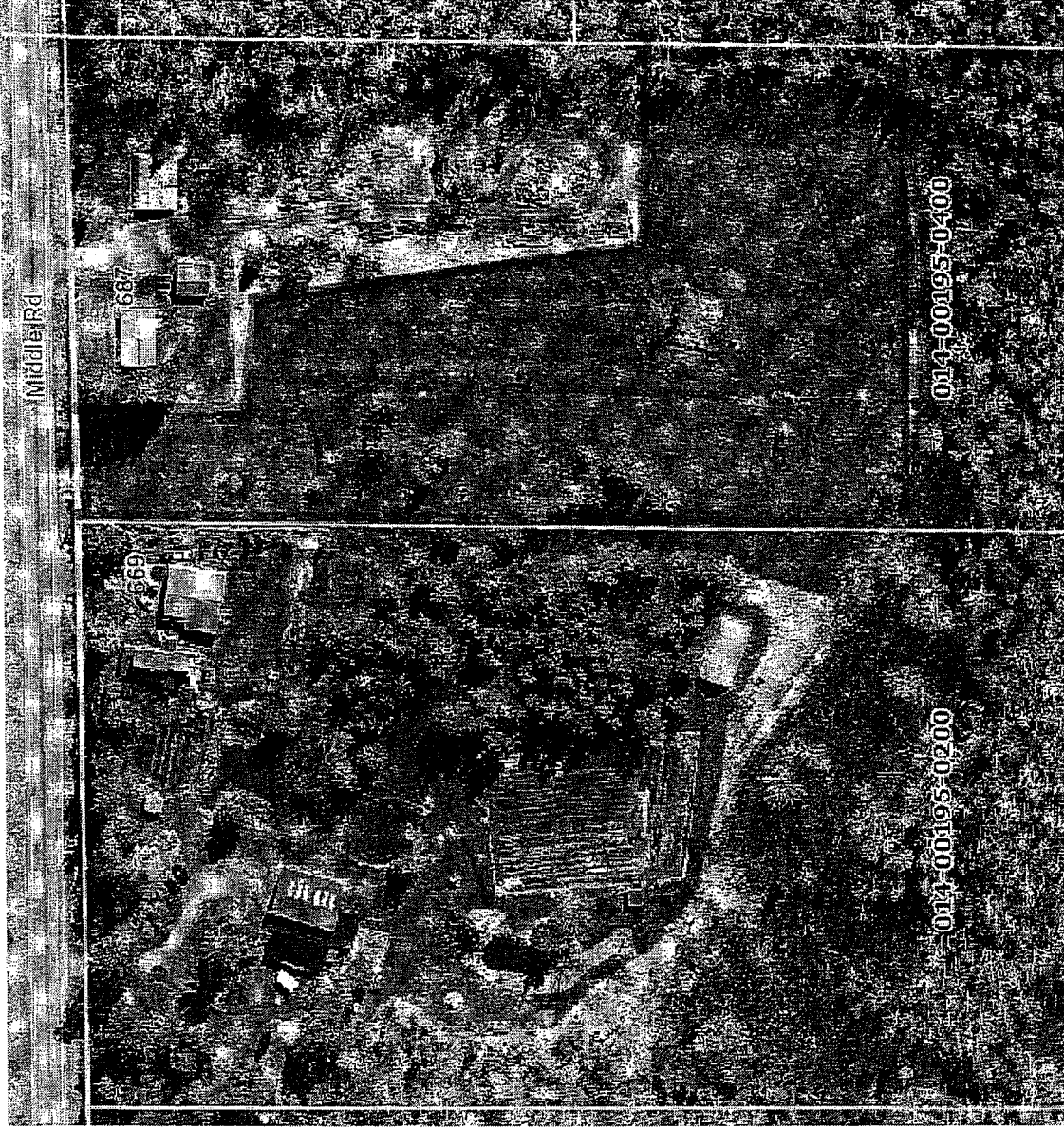
\_\_\_\_\_  
Date

**Contacts**

Town  
Town Administrator  
PO Box 270, La Pointe, WI 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)  
715-747-6914

Users

ILLUSTRATION A



## Town of La Pointe Agreement for Use of Lot S

This Agreement is entered into on May 31, 2024 between the Town of La Pointe (hereinafter "Town") and Dahl Construction (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. The User and Town agree that this does not constitute nor create a tenant/landlord relationship.
- 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) / maintenance the structure to the extent possible without interfering with User's activities.
- 5) The User will assume responsibility for personal property kept on the Premises. Any personal property remaining on the Premises after the termination of this Agreement shall be deemed abandoned.
- 6) The Town will provide General Liability/Property Damage Insurance on the grounds and any Town-owned structures. The User will maintain adequate General Liability Insurance for activities on the Premises; the policy will name the Town of La Pointe as an Additional Insured. A copy of the Certificate of Insurance will be filed with the Town. Town reserves the right to require additional or greater insurance coverage. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Agreement.
- 7) The User will protect, indemnify, and save the Town, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the 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 User 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

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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.

- 8) The User is not a sub-contractor of the Town. It is further understood that the Town has no supervisory control over any of the User's principals, employees or representatives. This Agreement does not create a partnership relationship. The User understands that the use of the Premises does not constitute an endorsement of said use.
- 9) The User will use the Premises contemplated herein in compliance with all applicable federal, state, and local laws and regulations. The User represents and warrants that it has or will obtain all permits, licenses, registrations, and other approvals required by every federal, state, local, or municipal government or agency in respect to the use of the Premises.
- 10) Any disagreements or disputes will be brought to the Town Administrator for resolution as soon as possible. Should the dispute not get settled through these discussions, it is agreed that the User may bring the dispute to the Town Board for resolution.
- 11) This Agreement may be modified at any time by written mutual agreement of the Town and User.
- 12) This Agreement may be terminated by either party upon 30 days' written notice.
- 13) This Agreement sets forth the entire understanding and agreement between the parties relating to use of the Premises and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This Agreement may be executed in parts and counterparts, each of which, taken together, represent one Agreement. Signatures may be made electronically. A copy of this Agreement shall be valid as an original.

**Town**

**User**

\_\_\_\_\_  
Glenn Carlson, chair

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Attest: Alex Smith, clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Contacts**

Town  
Town Administrator  
PO Box 270  
La Pointe, WI 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)  
715-747-6914

User

## Town of La Pointe Agreement for Use of Russell Park

This Agreement is entered into on May 31, 2023 between the Town of La Pointe (hereinafter "Town") and Grampa Tony's Restaurant (hereinafter "User"), a corporate entity.

The Town and User agree to the following:

- 1) The Town owns land on Main Street known as Russell Park (hereinafter "Premises").
- 2) The Town desires to ensure that visitors to the park and patrons of the restaurant can continue to enjoy the Park, as they have in past years. To assist with this, the Town agrees to allow use of the Premises by the User from May 1, 2024 through Oct. 31, 2024.
- 3) The User will pay the Town at a rate of 25 cents per square foot for placing tables and chairs in the Park for restaurant patrons to use. The payment will total \$80 for calendar year 2024, payable upon execution of this agreement. Payment is based on the placement of three tables, and their accompanying seating, in the Park, which occupy approximately 320 square feet of parkland. The User agrees that it will store individual chairs on its own property and will move any of these chairs out of the park each evening upon close of business. The agreement will be reviewed each year. The User and Town agree that this does not constitute nor create a tenant/landlord relationship.
- 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) to the extent possible without interfering with User's activities.
- 5) The User will assume responsibility for personal property kept on the Premises. Any personal property remaining on the Premises after the termination of this Agreement shall be deemed abandoned.
- 6) The Town will provide General Liability/Property Damage Insurance on the grounds and any Town-owned structures. The User will maintain adequate General Liability Insurance for activities on the Premises; the policy will name the Town of La Pointe as an Additional Insured. A copy of the Certificate of Insurance will be filed with the Town. Town reserves the right to require additional or greater insurance coverage. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Agreement.
- 7) The User will protect, indemnify, and save the Town, its partners, shareholders, employees, officers, directors, agents and their respective successors and assigns harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by, or asserted against the Town by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the 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

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proceeding, or cause the same to be resisted and defended with counsel acceptable to the Town. Notwithstanding the foregoing, the User 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**

**User**

\_\_\_\_\_  
Glenn Carlson, chair

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Attest: Alex Smith, clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Contacts**

Town

User

Town Administrator  
PO Box 270, La Pointe, WI 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)  
715-747-6914

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY May 30<sup>th</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

**Commissioners Present:** Michael Collins, Evan Erickson Jr. (in meeting at 9:07am via Zoom), Zach Montagne, Jay Wiltz, Susan Widmar, Glenn Carlson

**Commissioners Absent:** Pete Ross

**Public Present:** Elizabeth Ellis, John Nielsen

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer, Michael Kuchta, Town Administrator (in meeting at 9:30am via Zoom)

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: Elizabeth Ellis commented on the ferry tickets that are included in tickets purchased for the Chef's Expo.
4. MIFL Gratis Travel Policy Review: Discussion on the policy regarding school students, MIFL employees/retirees, and chamber courtesy passes for advertising purposes. Consensus to make changes to the policy to reflect conversation.
5. Discussion on Big Top Chautauqua Regarding Late Ferry Requests for Concert Nights: Continued conversations regarding the nuances of running late boats.
6. Minutes – 5/23/24: Motion by G. Carlson to approve the minutes from 5/23/24 as presented, seconded by M. Collins, all in favor, motion carried.
7. Committees – Updates
  - a. President: EPA grant application has been submitted and received.
  - b. Communications: The Duluth Superior Area Community Foundation has awarded the Harbor Commission two \$5,000 grants to help fund extra boats for after school activities during the school season, for a total of \$10,000.
  - c. Other: Nothing.
8. Update on Upcoming Operational Tasks – Katie Kisner (Chief Administrative Officer): Review of report. Motion by Z. Montagne to put the report on file, seconded by M. Collins, all in favor, motion carried.
9. Parking Ordinance Review: Discussion on the parking lots and town's ordinance.
10. Review of Trek & Trail Lease Agreement: Motion by Z. Montagne to recommend the drafted lease be reviewed by the town board, seconded by G. Carlson, all in favor, motion carried.
11. MIFL Operational Budget: Tabled until next meeting.

12. Harbor Commission Budget: Tabled until next meeting.
13. Approval of Bills: None.
14. Future Agenda Items: Budgets, MIFL school district contract, Big Top Chautauqua, parking ordinance review.
15. Meeting Dates: Thursday, June 6<sup>th</sup> at 9am.
16. Adjourn: Motion by J. Wiltz to adjourn, seconded by M. Collins, all in favor, motion carried. Meeting adjourned at 9:50am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, June 6<sup>th</sup>, 2024, L. Burtaux.

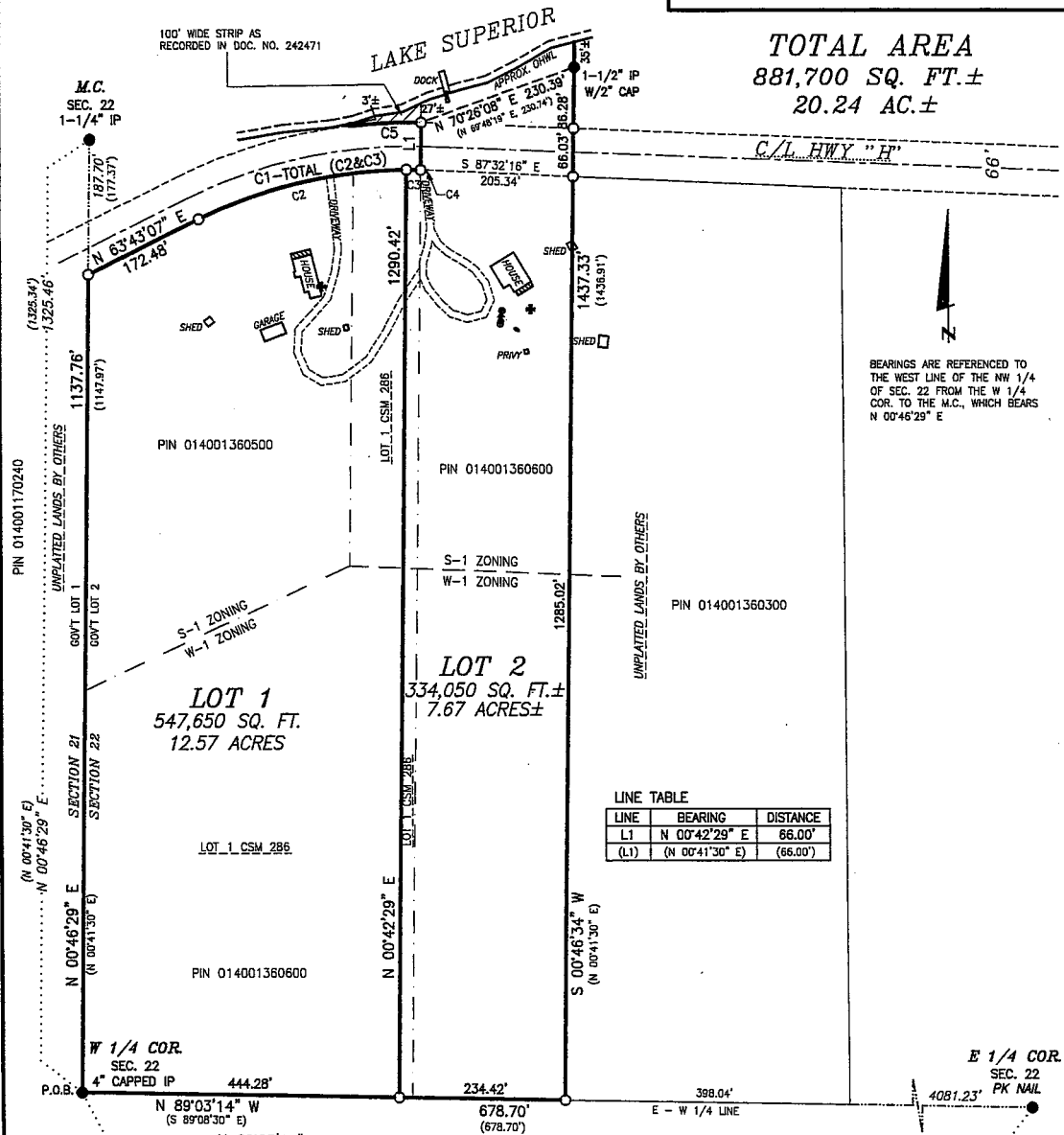


CS13, TH, H, C, R, K, P, O, B, I, O

**ASHLAND COUNTY CERTIFIED SURVEY**  
**MAP NO. \_\_\_\_\_**

A SURVEY TO RECONFIGURE LOT 1 OF CSM NO. 286, RECORDED IN VOLUME 2 OF CSM ON PAGE 113 AS DOCUMENT NO. X256045, AND OTHER LANDS LOCATED IN GOVERNMENT LOT 2 OF SECTION 22, T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY, WISCONSIN

**TOTAL AREA**  
**881,700 SQ. FT. ±**  
**20.24 AC. ±**



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SEC. 22 FROM THE W 1/4 COR. TO THE M.C., WHICH BEARS N 00°46'29" E

**LINE TABLE**

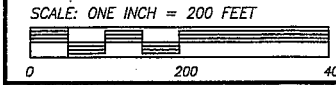
LINE	BEARING	DISTANCE
L1	N 00°42'29" E	66.00'
(L1)	(N 00°41'30" E)	(66.00')

**CURVE TABLE**

CURVE	ARC	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	320.76'	27°32'24"	667.32'	N 77°29'19" E	317.68'
C2	300.76'	25°49'22"	667.32'	N 76°37'48" E	298.22'
C3	20.00'	01°43'02"	667.32'	S 89°36'00" E	20.00'
C4	10.70'	00°55'07"	667.32'	S 88°16'55" E	10.70'
C5	100.26'	07°49'59"	733.32'	S 87°17'33" W	100.18'

**NOTES:**  
 THE ORDINARY HIGH WATER LINE (OHWL) OF LAKE SUPERIOR IS APPROXIMATE AND FOR REFERENCE PURPOSES ONLY.

ANY LAND BELOW THE ORDINARY HIGH WATER LINE OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.



- UTILITIES LEGEND**
- WELL
  - SEPTIC COVER
  - ▲ SEPTIC VENT
  - LP TANK
  - ▨ WOOD SURFACE

- LEGEND**
- FOUND 1" IRON PIPE (IP), UNLESS NOTED
  - 1-1/4" X 18" IRON PIPE, (WT.=1.67LB/FT), SET THIS SURVEY
  - ( ) RECORDED INFORMATION
- PIPE DIMENSIONS ARE OUTSIDE DIAMETER

**CLIENT: MARY SMITH**  
 JOB NO.: N21/200  
 SCALE: ONE INCH = 200 FEET  
 DATE: 4/11/2023  
 FIELD WORK COMPLETED: 05/15/24

FILE: N/750NR3W/SEC22  
 ACAD: N21\_200 SMITH  
 PSDATA: N08\_129  
 NB. 428 PG. 11  
 DRAFTED BY: T2B  
 SHEET 1 OF 3 SHEETS

**NELSON SURVEYING INCORPORATED**  
 101 W. MAIN STREET  
 SUITE 100  
 ASHLAND, WISCONSIN 54805  
 (715) 652-2029  
 WWW.NELSONSURVEYING.COM

MAP NO. CSM 3312  
 SURVEYING YOUR NECK OF THE WOODS SINCE 1954

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**LEASE AGREEMENT**

**Board of Harbor Commissioners for the Town of La Pointe and Lee Shore Kayaking, LLC**

This lease agreement is between the Board of Harbor Commissioners for the Town of La Pointe (referred to as "Lessor"), and/or its assign, and Lee Shore Kayaking, LLC, a Wisconsin limited liability company (referred to as "Lessee").

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

**DESCRIPTION OF PREMISES**

Lessor leases to Lessee the premises located on Block 55, in City of Bayfield, County of Bayfield, State of Wisconsin, more particularly described as the building known as the "Cooperage," including the area of the Cooperage previously used as the museum retail area (with red brick floor), excluding the Cooperage museum area and the second floor of the Cooperage building. Also excluded from this lease is the 60' x 36' room on the North side of the building, which is used by Lessor. Provided however, the Lessee will be allowed access to and use of a 12' x 25' section of the North side of the room which has been partitioned off.

**COMMENCEMENT AND TERM**

This Lease commences on June 1, 2024, and shall terminate on May 31, 2025, for an initial term of one (1) year.

**RENEWAL**

Upon the expiration of the Lease's term, the Lessee may renew for ten (10) successive one (1) year terms with the final term ending May 31, 2034. Thereafter, the lease shall be month-to-month, unless otherwise agreed by the parties. Lessee shall provide thirty (30) days' advanced notice to Lessor of its intention to renew.

**BASE RENT**

Base Rent shall be payable on the first of every month as follows:

June 2024 – October 2024	\$1,300.00
November 2024 – April 2025	\$525.00
May 2025 – October 2025	\$1,300.00
November 2025– January 2026	\$525.00

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After January 2026, Base Rent shall increase annually by three (3.000%) or the current CPI, whichever is greater. For clarification, the Base Rent shall continue to adjust seasonally and the increase based on the seasonal Base Rent payment. For example, assuming a three (3.000%) percent rent increase, February 2026 to April 2026 shall be \$540.750 and May 2026 to October 2026 shall be \$1,339.00.

### TAXES (EQUIVALENT)

The parties recognize that with the acquisition of the premises by the Lessor, the premises are now or will be exempt from property taxes. However, in addition to Base Rent, Lessee shall pay to Lessor the equivalent of one-half of the real estate taxes which would have otherwise accrued during the term of the lease on Block 55, Lots 11-14 and 25% of the real estate taxes which would have otherwise accrued during the term of this lease on Block 55, Lots 1-4, based on the taxes assessed against the premises for 2023, which amounts to \$3,085 per year, had the premises not qualified as tax exempt. Payment shall be prorated on a monthly basis and due on or before January 31<sup>st</sup> each year.

Lessee shall pay personal property taxes and Lessor will pay the balance of the real estate taxes which accrue during the term of this lease, if any.

### SECURITY DEPOSIT

Lessee shall pay a security deposit of \$1,300.00.

### USE OF PREMISES

The premises is to be used for the purpose of retail, rental and outfitting. Lessee shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express and written consent of the Lessor, or Lessor's authorized agent.

The Lessee will be allowed the use of no more than six (6) parking spots on the north side of the lot. Parked vehicles should be no more than nineteen (19) feet in length.

### RESTRICTIONS ON USE

A. Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

C. Lessee shall not allow smoking on the premises. Lessee shall post signs notifying employees and guests of this restriction.

### WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

## UTILITIES

Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service.

## REPAIRS AND MAINTENANCE

Lessee shall maintain the premises and keep it in good repair at Lessee's expense, except that exterior walls (excluding glass) and the roof will be maintained in good condition by Lessor. Lessee shall maintain and repair windows, doors, skylights, adjacent sidewalks, the building front, and interior walls.

## DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Lessee accepts the leased premises as is, where is, and without any warranties of any nature, express or implied, as to its condition except for Lessor's warranty that Lessor has good and marketable title to the Leased Premises. Lessor covenants that Lessee shall quietly have and enjoy the premises during the term of this Lease without hindrance or molestation by anyone claiming by or through Lessor. Upon the expiration or termination of this Lease, Lessee shall surrender the premises to Lessor broom swept, in substantially the same condition in which the premises was originally leased to Lessee, ordinary wear and tear excepted. Lessee agrees that any personal property left by Lessee upon expiration or termination of this Lease shall be considered abandoned.

## DAMAGE OR DESTRUCTION

In case of damage to the Building by fire or other casualty, if such damage is so extensive as to amount to practically the total destruction of the leased premises, this lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises can be repaired to its original condition, the Lessor shall repair the damage with reasonable dispatch and if the damage has rendered the leased premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired to its original condition and Lessee has re-occupied the leased premises or the portion thereof that was damaged. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance, and other causes beyond Lessor's control.

## ENTRY ON PREMISES BY LESSOR

Lessor reserves the right to enter on the premises at reasonable times to inspect it, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the premises is located, and Lessee shall permit Lessor to do so.

## SIGNS

Lessee shall not construct or place signs or other structures projecting from the exterior of the demised premises without the prior, express, and written consent of Lessor which consent shall not be unreasonably withheld.

## NONLIABILITY OF LESSOR FOR DAMAGE

Lessor shall not be liable for liability or damage claims for injury to persons or property, including, guests, renters, licensees and invitees, from any cause relating to the occupancy or use of the premises by Lessee, including but not limited to those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this lease agreement or any extension of such term. Lessee shall indemnify and hold harmless Lessor from all claims, suits, actions, and proceedings whatsoever which may be brought or instituted on account of, or result from, directly or indirectly, any and all losses, costs, or damages to persons or property, arising out of the use or occupation by Lessee of the leased premises or in connection with or growing out of this lease or the performance by Lessee of its obligations hereunder (hereinafter referred to as "claims"), and all losses, costs, damages, and expenses, including reasonable attorneys' fees and other costs of defending against and investigating the claims, except for those claims attributable to Lessor's negligence or misconduct.

## INSURANCE

Lessee shall procure and maintain in force at its expense, public liability insurance in the amount of not less than \$600,000.00. Lessee shall annually supply the Lessor a current certificate of insurance naming the Lessor as an additional insured. The insurance shall provide coverage for contingent liability of the Lessor.

## ASSIGNMENT, SUBLEASE, OR LICENSE

Lessee shall not assign or sublease the premises, or any right or privilege connected with the premises, or allow any other person except agents and employees of Lessee to occupy the premises or any part of the premises without first obtaining the written consent of Lessor. A consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment, sublease, or license to occupy by Lessee shall be void and shall terminate this lease agreement at the option of Lessor.

Lessor is permitted to assign this lease without the consent of the Lessee to any future owner in the event the property or business is sold.

## ALTERATIONS

Lessee shall not make, directly or indirectly, any alterations without first obtaining written consent of the Lessor. This shall include no cutting of trees. Any alterations shall become part of the premises and belong to Lessor.

## WAIVER OF SUBROGATION

Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the Premises or its contents, the Premises, regardless of whether such loss or damage is caused by the negligence of Lessor or Lessee, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Lessor and Lessee pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

## BREACH

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this lease agreement shall constitute a breach of this lease agreement. Unless provided otherwise by applicable law, Lessee shall have thirty (30) days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice.

## REMEDIES OF LESSOR FOR BREACH BY LESSEE

Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this lease agreement and fails to make corrections as set forth in the preceding section:

Upon breach the Lessor shall have those rights which are defined under Wisconsin law including Chapter 704 of the Wisconsin Statutes. Additionally, should Lessee breach this contract, Lessor shall be entitled to all costs of collection, including reasonable attorney's fees.

## ATTORNEY FEES

The parties acknowledge this is a commercial lease and Lessor is entitled to reasonable and necessary attorney fees and disbursements incurred in the enforcement of this lease.

## WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty. The parties hereby agree to waive their right to a jury trial for any and all disputes arising out of this lease.

### GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

### ENTIRE AGREEMENT

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

### MODIFICATION OF AGREEMENT

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

### NOTICES

All notices, demands, or other wiring in this Lease Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed as follows:

To Lessor: PO Box 389, LaPointe, WI 54850  
To Lessee: PO Box 1187, Bayfield, WI 54814

Alternatively, and as allowed by law, the parties may transmit notices by email. The address to which any notice, demand, or other wiring may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

### BINDING EFFECT

This lease agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

### TIME OF ESSENCE

It is specifically declared and agreed that time is of the essence in this lease agreement.

### CONSTRUCTION

The parties acknowledge that each party or their counsel have reviewed and revised this lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this lease or any amendments or exhibits hereto. The reference to the draftsperson at the bottom of this page shall

be disregarded as it is included only to enable recording of the document.

ASSIGNMENT/MODIFICATION/CANCELLATION

The parties acknowledge that Lessee had originally contracted with Madeline Island Ferry, Inc., a Wisconsin Corporation (referred to herein as "Assignor"), via a document titled "Lease Agreement" and signed \_\_\_\_\_, 2023 (the "Prior Lease"). Lessor subsequently acquired the leased premises from Assignor. The parties, including the Assignor, agree that this Lease supersedes and replaces the Prior Lease, and that Lessee and any guarantor(s) are released from any obligation under the Prior Lease. Upon execution of this Lease, the Prior Lease shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of \_\_\_\_\_ 2024.

LESSOR  
MADELINE ISLAND FERRY LINE, INC.

\_\_\_\_\_  
By: Arnie Nelson  
Its: Senior VP & Chairman

\_\_\_\_\_  
By: Gary W. Russell  
Its: Senior VP

LESSEE  
LEE SHORE KAYAKING, LLC

\_\_\_\_\_  
By: Aidan E. Lee  
Its: Authorized Member

\_\_\_\_\_  
By: Alison Erickson  
Its: Authorized Member



LESSOR  
BOARD OF HARBOR COMMISSIONERS  
FOR THE TOWN OF LA POINTE

---

By: Zach Montagne  
Its: President

TOWN OF LA POINTE

---

By: Glenn Carlson  
Its: Board Chair

GUARANTY

For good and valuable consideration, Aiden E. Lee and Alison Erickson absolutely, unconditionally and irrevocably guarantees to Lessee the full, faithful and prompt performance of all obligations imposed on Lessee by the terms of the foregoing Lease, including, but not limited to: (a) the payment of any and all Base Rent and taxes (including the equivalent taxes) payable by Lessee under the Lease, and (b) the performance and observance of all the covenants, terms, conditions and agreements of the Lease.

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Aidan E. Lee

---

Alison Erickson

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

# Attachment "A" to 2024 Compensation Resolution Town of LaPointe Resolution #2023-1212D

**RESOLVED** by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2023-1212D (*2024 Compensations*) has been passed and is attached to the resolution and becomes a part thereof.

<u>POSITION</u>	<u>2024 RATE</u>	<u>CHANGE</u>	<u>2024 RATE</u>
Summer Rec Assistant <i>Granica, Hailie*</i>	\$18.00	+\$2.00	\$20.00
Summer Rec Assistant <i>Adair, Cam*</i>	\$18.00	+\$2.00	\$20.00
Summer Rec Assistant <i>Goodshield, Tayamni**</i>	\$18.00	+\$2.00	\$20.00
Summer Rec Director <i>Fletcher, Riley **</i>	\$20.00	+\$2.00	\$22.00
Harbor Commission Chief Administrator	NONE	NONE	\$35.00
Sign Installer	NONE	NONE	\$20.00

*\*As per Madeline Island Public Library Board motion on 04/15/2024*

*\*\*As per Madeline Island Public Library Board motion on 05/21/2024*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest:

\_\_\_\_\_  
Glenn Carlson, Chairman

\_\_\_\_\_  
Alex Smith, Town Clerk

\_\_\_\_\_  
Michael Anderson, Supervisor

Posted:

\_\_\_\_\_  
Aimée Baxter, Supervisor

\_\_\_\_\_  
Susan Brenna, Supervisor

\_\_\_\_\_  
Samantha Dobson, Supervisor

**RECEIVED**  
MAY 29 2024

initial: dg

**TOWN OF LA POINTE**  
**Board of Harbor Commissioners**  
**THURSDAY May 23<sup>rd</sup>, 2024**  
**9:00 a.m. at Town Hall and via Zoom**  
**Approved Minutes**

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

**Commissioners Absent:** Pete Ross

**Public Present:** Garry Schalla, Big Top Chautauqua

**Staff Present:** Lauren Burtaux, Harbor Commission Secretary, Katie Kisner, Chief Administrative Officer, Michael Kuchta, Town Administrator

1. Call to Order: Meeting called to order at 9am by Z. Montagne.
2. Roll Call: All members and staff present as listed above.
3. Public Comment: M. Kuchta congratulated the Harbor Commission on the passenger data report from ferry ridership.
4. Update from Big Top Chautauqua – Garry Schalla: Big Top has requested five shows to have a late night 10:30pm boat. The special ferry cost is \$675 for extra boats. Question of who will pay for the boats. Further discussions will be had.
5. Minutes – 5/16/24: Motion by M. Collins to approve the minutes as presented, seconded by S. Widmar, all in favor, J. Wiltz abstains, motion carried.
6. Committees – Updates
  - a. President: None.
  - b. Communications: AIMClear/Rob Karwath will have an update on the three grant submissions for the Duluth Superior Community Foundation by the end of the day today. Otto Bremer is still making decisions which should come mid-May/early June.
  - c. Other: A lot of letters of support have been provided for the EPA grant.
7. Update on Upcoming Operational Tasks – Katie Kisner (Chief Administrative Officer): Review of report. Discussion on budget vs. actual. Motion by Z. Montagne to put the CAO report on file, seconded by M. Collins, all in favor, motion carried.
8. EPA Grant Application Update: The total for the grant request will be \$34 million at a 90/10 match, the town would commit to spending \$3.4 million. Discussion of a way to get the 3.4 million covered with other grant sources. Motion by M. Collins to recommend the town board approves the financial commitment for \$3.4 million, seconded by S. Widmar, all in favor, motion carried.
9. Adopt Policy on Gratis Travel: Motion by G. Carlson to adopt the draft gratis travel policy with the amendment that ‘Bayfield School District students’ is changed to

Harbor Commission May 23<sup>rd</sup>, 2024

'Madeline Island resident students,' seconded by M. Collins, all in favor, motion carried.

10. Parking Ordinance Review: Discussion on the details of the current ordinance. Ordinance will continue to be examined.
11. Review of Trek & Trail Lease Agreement: Discussion that the Harbor Commission's lawyer did not respond to request to review and give feedback on lease. Consensus to have the town's attorney review the lease for guidance on next steps.
12. MIFL Operational Budget: Motion by G. Carlson to go into closed session to discuss the MIFL operational budget, seconded by M. Collins, roll call vote, six ayes, motion carried and in closed session at 9:52am.

Motion by M. Collins to return to open session, seconded by E. Erickson, all in favor, motion carried, back in open session at 10:18am.

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

13. Authorize Increase in Hours for Chief Administrative Officer: Motion by G. Carlson to increase the chief administrative officer hours to 30 hours/week, seconded by M. Collins, all in favor, motion carried.
14. Renewal of Loan from the Town: Motion by G. Carlson to approve the renewal of the loan for \$450,000 from the town to the Harbor Commission for another 90 days at 5% interest rate, seconded by J. Wiltz, all in favor, motion carried.
15. Approval of Bills: Motion by E. Erickson to approve the bill for \$5,625.00, seconded by M. Collins, all in favor, motion carried.  
  
Motion by G. Carlson to approve the bills for \$203,101.87, seconded by E. Erickson, all in favor, motion carried.
16. Future Agenda Items: Parking ordinance review, Trek & Trail lease, Big Top update, MIFL and Harbor Commission budget, Harbor Commission Secretary performance review.
17. Meeting Dates: Thursday, May 30<sup>th</sup>, 2024, at 9am.
18. Adjourn: Motion to adjourn by Z. Montagne, seconded by G. Carlson, all in favor, meeting adjourned at 10:26am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.  
Minutes approved as presented on Thursday, May 30<sup>th</sup>, 2024, L. Burtaux.