

TOWN BOARD MEETING MEMO

From: Dorgene Goetsch, Clerical Assistant

Date: December 6, 2024

Re: Agenda items

Public Works

Materials Recovery Facility

- **Approve 2024 Auction Items.** Action item. Evan provided a list of equipment he would like to put on the Wisconsin Surplus Online Auction site.

Town Hall Administration

- **Contract with KerberRose for Accounting Services.** Action item. This is a renewal of the contract we had this year to assistance to the Accounting Manager.
- **Waive 6-month termination notice of Industrial Lot #4.** Action item. Peter Lehman/Applied Innovations Research LLC is looking to not renew his Industrial Lot lease for 2025. According to the terms of the lease, a six month written notice is required.
- **Lease Agreement with La Pointe Community Clinic for Agee Health Center Building.** Action item. This is a renewal of the 2-year lease that has been in place for many years.

RECEIVED

initial dg

November 2024 Public Works Report

The Public Works Department has a new full-time mechanic! Matt Harriott Jr. started on November 11th and has already proven to be an outstanding employee. He is working towards getting his class A CDL within the next month.

As many of you know, Marty Curry has moved on from the MRF and Evan Jr. has stepped in as interim MRF supervisor. We thank Marty for his time and effort at the MRF and wish him the best of luck in his new ventures.

Roads

- We saw lots of rain in the early part of November which made grading difficult. I was able to grade School Hs, Benjamin Blvd, Sunny Slope, Old Fort/Casper Rd, Brians Rd, and most of North Shore Rd before the weather turned.
- Roads crew replaced one culvert on North Shore Road and ditched a small stretch of North Shore Road.
- A few more Fire # signs and posts were replaced by our part time employee but with the current weather conditions the remainder will be installed in the spring.

Parks

- Parks and Public bathrooms are all winterized and closed for the season.

Equipment

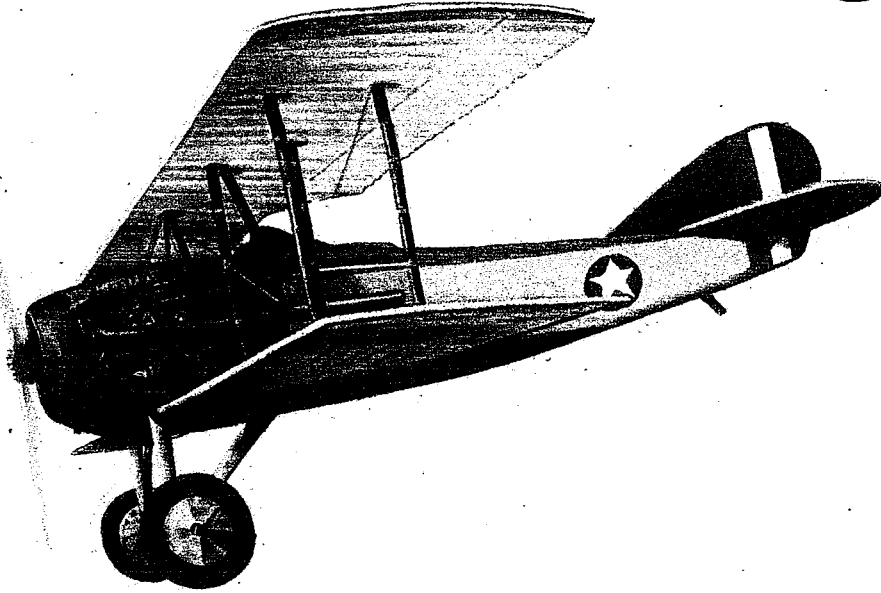
- Snow equipment is on trucks and the grader and fully operational.
- Matt has made several repairs to dump trucks and pickup trucks since he started

Respectfully submitted,
Pete Wiggins, Public Works Director.

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Initial dg

BJ TB, TA, A, Clerk, PWD, Public



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 12/02/2024

Re: Monthly report for November 2024

During the month of November our airport was issue free.

Drop box receipts:	\$0.00
Traffic, flight plan:	04
Traffic, sign in	03
NOTAMS	00

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

Attached are logs / checklists

Thanks !

Paul cover + (2)

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November 2024 Traffic count and revenue log / checklist

Drop box receipts \$ 0.00

The following filed flight plan:

11/02 N192AF

11/16 N192AF

11/15 N192AF

11/22 N346BA

November 2024 MRF Report

Even though the season has started to slow down, and we have experienced our first snow of the year up here on Madeline Island, the MRF continues to stay busy and experience changes.

The largest change we experienced was Marty Curry resigning from the MRF supervisor position. Marty was a large part of making significant changes to the MRF, helping clean the grounds up, making the facility much more efficient, and making a trip to the MRF fun and enjoyable. We hope we can continue to keep the MRF an enjoyable experience for our customers in his absence. We would like to thank Marty for his time and dedication to the MRF and wish him well on his next adventure.

On a day-to-day basis we have been working on cleaning up the grounds from a busy summer. Over the course of summer, items find their way accumulating in the corners and now that we have started to slow down, we are sorting and disposing of those items. The largest project that we have been working on has been sorting out the Hazardous Materials and preparing for a possible clean sweep next summer. Examples of these items are paints, stains, fuels/oils, batteries, mercury filled light bulbs, and anything else the DNR considers Hazardous Waste. These items are put into sealed containers and stored inside, then taken by the Northwest Planning Commission during a Clean Sweep where they will be recycled and disposed of properly.

In the month of December, we will be updating our payment system to hopefully make it more convenient for our customers. A couple of years ago we replaced our very old and outdated cash register with a Square Point of Sales (POS) system. Over the last couple of years this POS system has been used just as a cash register, but now we are looking to use it at its full capacity. Starting sometime mid-December, we are hoping to start accepting credit cards at the MRF thanks to the Town Board approving to open a new savings account to put these transactions in. Accepting credit cards is a large step for the MRF and one of many changes we will be making.

The next change we will be making is coming up with a system to get away from the paper punch cards. We have purchased reloadable MRF cards that will be used in a similar way that the Ferry Cards are used. Customers will be able to put money on this card, in an amount that they seem fit for their use, and use it when paying for their items and receive a discount like what the paper cards currently give. When we receive these cards we will ask some of our frequent customers to test out this new payment system to make sure it works the way we hope before we get into the busy season. We will still offer the paper cards for the next year since we still have a supply of them and we will implement the new MRF cards slowly. One of the large benefits for us at the MRF will be data tracking. Using the paper cards it is difficult to track actual sales on a day to day basis along with tracking the amount of trash, demcon, and other items we charge for. Data tracking will help us

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Initial: dg

understand what we are charging for items vs how much it costs us to dispose of. We hope that this data will help us make the MRF break even on our budget and not depend on the tax levy to run our operation.

Finally, the last feature we will be using with the Square POS system will be the House Account feature. The current system that we use for charge accounts is time consuming for MRF staff and Town Hall staff. Using the Square POS system, we can charge accounts in the system throughout the month, and at the end of the month, generate and send out the invoice through the POS software. By doing charge accounts this way, we will no longer have to convert our handwritten log into a spreadsheet, send it to Town Hall, have Town Hall create and record invoices, and track payments as they come in. By using the house account feature, we can generate and send out invoices quickly by email and our customers can pay those invoices by check, cash, ACH transfer or Credit Card. It will be a little bit of a learning curve and some policies will have to be created to make sure that MRF, the Treasurer, and the Accounting Administrator are all on the same page. Overall, we hope that this will hopefully greatly reduce the amount of time and effort that is currently used.

Over the next couple of months we hope that these changes will help make the MRF process more efficient for our staff and customers. From Micheal and I at the MRF we wish you a happy holiday and we'll see you on your next visit.

Respectfully submitted

Evan Robert Erickson

(5) TB, TA, A, Clerk, R, D, A, C

Zoning Report 11/30/2024

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

ZONING REPORT 11/30/2024

Building/Land Use Permits		2024		2023	
	Value	Number	Value	Number	
County	\$12,650.00	50	\$7,400.00	33	
Town	\$20,796.00	67	\$14,987.50	73	
Total	\$33,446.00	113	\$22,387.50	106	

Town Revenue (2024 to date)		Town Revenue (through 11/30/23)	
	Permits	Permits	Revenue
Permits	\$20,796.00	\$13,787.50	
Variance	\$750.00	Variance	0
CSM	\$1250.00	CSM	\$500.00
Special exception	\$750.00	Special exception	\$750.00
CUP	0	CUP	0
Map Change	\$500.00	Map Change	0
Total	\$24,046.00	Total	\$14,987.50

Vacation Rental Permits

Source	Permits	Revenue	Permits	Revenue
	2024 (to date)		Through 11/30/2023	
Rentals by owner	76	\$23,600.00	77	\$13,825.00
Madeline Island Vacations	56	\$17,700.00	49	\$8,575.00
The Inn on Madeline Island	29	\$8,700.00	29	\$5,075.00
Total rental properties	160	\$50,000.00	155	\$27,475.00

Due to some errors I made in reviewing land use applications the Town Board has recommended that the TPC review all Land use applications before approval.

I continue working on fire numbers, crosschecking all the new numbers ordered with Ashland County to make sure they have any new information. Hopefully installation will resume this spring.

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Initial: dg

Zoning Report 11/30/2024
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
11/5/2024		9231	2024-66	George Ohzut	1083	Big Bay Rd.	00118-0600	Acc Build	\$ 132.00	\$ 200.00
11/11/2024		9232		Sonya Newhouse	917	South Shore Rd.	00292-0270	Acc Build		\$ 200.00
11/12/2024				Bob Hartzell	552	Mondamin Tr.	00206-0300	Fire #	\$ 175.00	
11/13/2024			2024-67	Bob Hartzell	552	Mondamin Tr	00206-0300	Dwelling	\$ 343.50	
11/19/2023	900		2023-50	Riley Brown	454	Mondamin Tr.	00211-0300	ex sq ft	\$ 260.00	

Respectfully submitted,

Ed Schaffer
 Zoning Administrator

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



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

To: Town Board
From: William Defoe
Date: 12/5/2024
Re: Monthly Police Report for December

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

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

November has come and gone and no incidents with hunting or hunters. We did have a trespassing complaint that was not related to hunting. Only three traffic citations were issued, a couple EMS calls, a theft, paper services for the DA's office, a paper service that we did as a service as well as a couple alarm calls.

The ice road is still closed even though the colder temps are here, we do not recommend trying just yet.

I will be in and out of the office quite a bit over the next few months, people should be seeing Sgt Rossberger for anything for the police department at this time. Officers are doing their best to cover school days and weekend nights at this time.

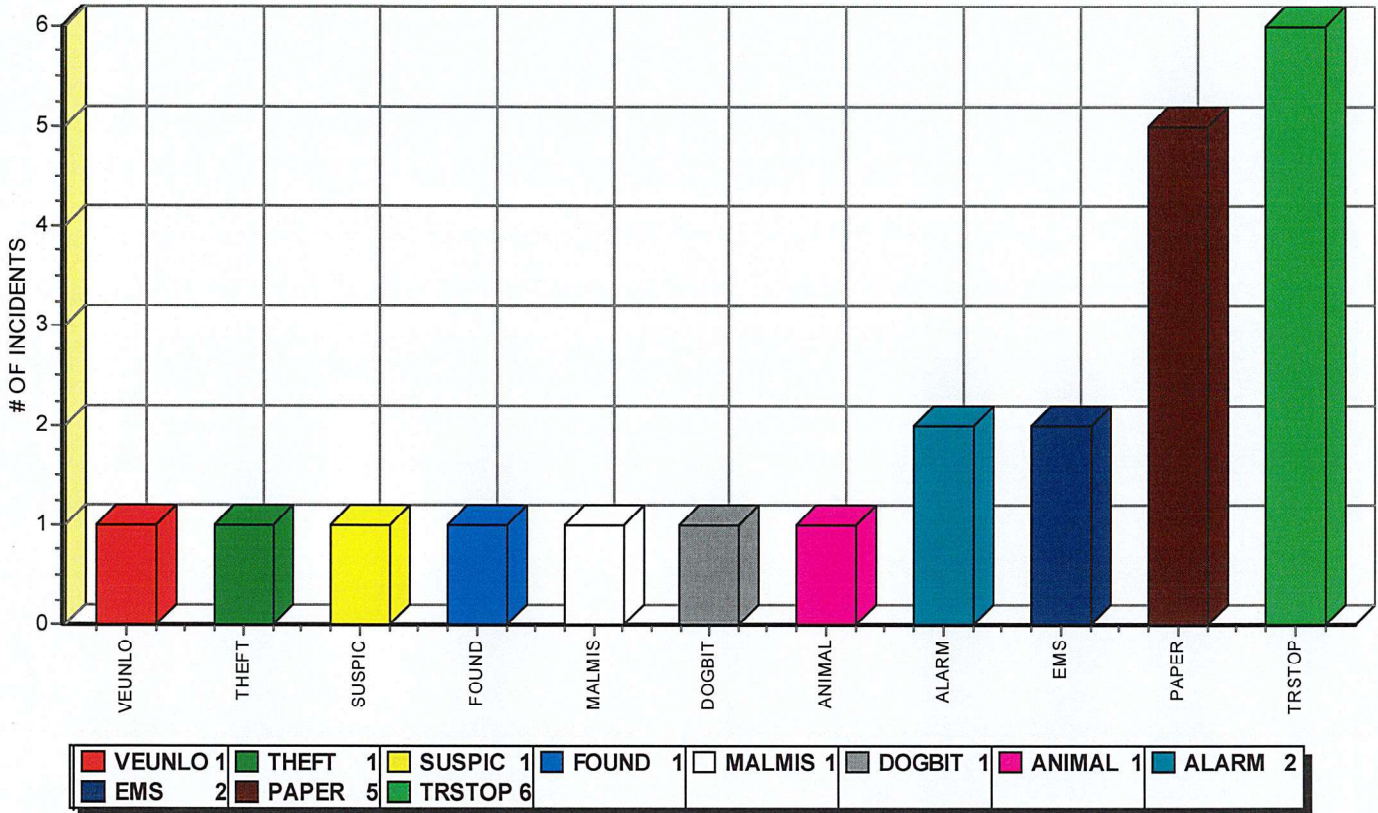
Once again, if anyone needs law enforcement for non-emergency please call 715-682-7023 and use extension 1 to get dispatch, they will get the officers messages.

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

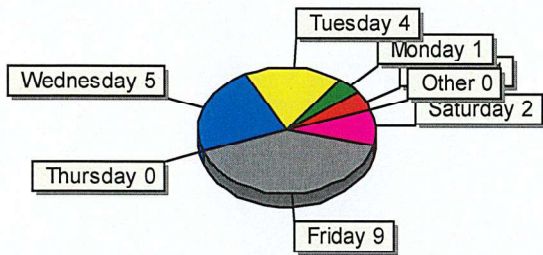
RECEIVED

Initial dg

Incident Frequency by TYPE (Top 11 of 11 Shown) (Using DATE RECD)

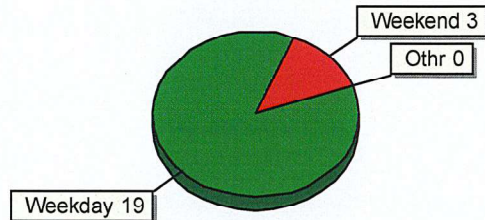


By Day of Week



Sunday	4.55 %	Monday	4.55 %
Tuesday	18.18 %	Wednesday	22.73 %
Thursday	0 %	Friday	40.91 %
Saturday	9.09 %	Other	0 %

Weekday vs Weekend



Weekend	13.64 %	Weekday	86.36 %
Othr	0 %		

Search Criteria: (LOGNUM >= 'A4-24-00001')
 (LOGNUM <= 'A4-24-10000')
 (DISTRICT >= '07')
 (DATE_RECD >= TO_DATE('11/1/2024','MM/DD/YYYY'))
 (DATE_RECD <= TO_DATE('11/30/2024','MM/DD/YYYY'))

Ambulance Report (November)

The Ambulance Service responded to 2 calls in the month of November.

With the reduced call volume, the Service has used the extra time for training. Current Service Members trained with incoming EMR students on Saturday, Nov. 9th. Instructors from Northwood Tech directed participants in training with our LUCAS device (a machine that delivers automatic chest compressions for a patient needing CPR), and also training in resuscitation most specifically in case of a drowning. It was a great training experience for all. We will do a similar training session with the same folks in December.

The goal remains the same- to have incoming students licensed by the end of the year. Students will take their practical tests on Dec. 8th and then can schedule an online exam to be administered from the college. Our service will begin full integration with the new members in January.

As Director, I continue to learn the ins and outs of the position. I've heavily relied on the knowledge of EMS leaders from both Ashland and Bayfield counties who have made themselves readily available to answer my questions or concerns. Our veteran service members have also stepped up to help with maintaining a smooth transition into this new era of EMS.

Report respectfully submitted by Sarah Schram.

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

November 26th, 2024

5:00PM at Town Hall

Draft Minutes

Town Board Members Present: Town Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor Mike Anderson, Supervisor Aimee Baxter Supervisor Samantha Dobson

Staff Present: Town Clerk Alex Smith, MRF Supervisor Interim Evan Erickson

Public Present: Paul Brummer, Tim Eldridge

I. Public Comment A*:

Paul Brummer made a comment about the contract with Big Water Apparatus regarding efficiency and cost.

II. Administrative Reports

A. Town Chair's Report:

Nothing to report at this meeting.

III. Public Works

A. Materials Recovery Facility (MRF)

1. Purchase Order for Well Pump Replacement: Motion to approve the purchase order for well pump replacement in the amount of \$2,582.20, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

2. Approve credit card processing and related items for MRF:

Motion to approve a separate saving account for MRF for credit card processing, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

IV. Committees

A. Committee Minutes:

Placed on file by unanimous consent.

B. Energy Committee

1. Approve contract with Jolma Electric for ESB micro-grid and Town Hall inverter Work:

The contract was not presented at this meeting and deferred to a future meeting.

V. Town Hall Administration

A. Budget Summary Report:

The Budget Summary Report for October was approved at the last meeting.

B. Island Collaborative Sign Up Sheet:

The Sign-Up Sheet for the Island Collaborative was approved to post by unanimous consent.

C. Contract with Big Water Apparatus:

Motion to approve the contract with Big Water Apparatus, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

D. Industrial Lot Lease Lot 9:

Motion to approve the lease for Industrial Lot 9, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

E. Cancel credit card for former Public Works Director

F. Increase credit card limit for Public Works Director

G. Approve credit card for Mechanic/CDL Driver

Motion to approve the credit card request from the Public Works Department, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers

A. Town of La Pointe:

Motion to approve the town vouchers in the amount of \$10,348.92, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

VII. Alternative Claims:

Motion to approve the alternative claims in the amount of \$186,696.07, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

VIII. Treasurer's Report:

Motion to approve the Treasurer's Report, A. Baxter/S. Dobson

Discussion: Mike Anderson mentioned the document didn't have the usual balanced information on the bottom of the page.

Motion to table to the next meeting, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

IX. Minutes

A. Special Town Board Meeting – Budget Workshop – November 7th, 2024

B. Regular Town Board Meeting – November 12th, 2024

C. Special Town Board Meeting – November 19th, 2024

Motion to approve the presented minutes with added second motion to Town Administration item on the November 12th minutes, M. Anderson/A. Baxter, 5 Ayes, Motion Carried.

X. Emergency Services

A. Fire Department

1. Training Report:

Information only, no action taken.

2. Purchase Order for Wildland Boots:

Motion to approve the purchase order for wildland boots, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

3. Purchase Order for 2024 FFP purchasing/DNR Stockroom:

Motion to approve the purchase order for 2024 FFP purchasing/DNR stockroom, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

4. Purchase Order for Ice Rescue Suits:

Motion to approve the purchase order for ice rescue suits, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

5. Purchase Order for Portable Radios:

Motion to approve the purchase order for portable radios, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

XI. Public Comment B:**

Mike Anderson mentioned how nice it was to have a member of the Fire Department present to explain things related to the department.

Samantha Dobson stated that there is a new bus driver for the school that is getting her CDL, which could potentially help with the lack of CDL drivers for the Town.

XII. Liquor Licenses: Nothing new to report at this time.

XIII. Lawsuits & Legal Issues

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

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

B. Sargent Claim vs Town of La Pointe

The Town Board did not go into closed session for Item A or B. The Sargent claim needs further investigation with what insurance is involved before discussion.

XIV. New Agenda Items for Future Meetings

Reschedule Town Board Meeting 12/24

Auction 2024 Items

Open Propane Bids

Treasurer's Report


Contract for ESB micro-grid/inverter work

XV. Adjourn:

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

Submitted by Town Clerk, Alex Smith.

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

 Outlook

Auction

From Evan Erickson <Erickson@townoflapointewi.gov>

Date Sat 11/30/2024 2:07 PM

To Alex Smith <clerk@townoflapointewi.gov>

Cc Town Administrator <administrator@townoflapointewi.gov>; Dorgene Goetsch <clerical@townoflapointewi.gov>; Katie Kisner <harborstaff@townoflapointewi.gov>; Lauren Burtaux <harbor@townoflapointewi.gov>

Alex,

Could you submit the forms for the auction. I talked to Sarah and the item she was thinking of auctioning off is going to be kept for the clinic I guess. The one change is to remove the 1998 Red GMC 2500 with plow. That truck, which came from MIFL, is going to be put into the Public works fleet. Thanks

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Initial: dg

Vehicle Listing Worksheet

This form is to be used for listing Titled Vehicles & Trailers Only.

Consigning Agency Information

Agency/Campus/Department/Municipality: Town of LaPointe

Payment Mailing Address: P.O. Box 270

City: LaPointe

Zip: 54850

Payment Check Payable to: Town of LaPointe

* Proceeds checks are sent the Tues or Thurs after the advertised buyers pick up deadline.

Person Submitting this Form: Evan R Erickson

Phone: 715 209-8626

Email: erickson@townoflapointewi.gov

Fax:

Authorized Agent and Title if different: Heavy Equipment Operator

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

Detailed Description of Vehicle: 2019 GMC Savana with a 12' box body equipped with a Thermoking v220

Manufacturer: GMC

Model: Savana

Year (Age):

(VIN # and Mileage are Required)

Serial or VIN#: 1GD07RFP9K1205975

Mileage: 167761

Hours:

Transmission Type: Automatic

Engine Size/Type: 4.3L V6

Fuel: Gas

Wheel Base:

GVW/Capacity: 9900

Color: White

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment: Thermoking v220

Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

It is required that all known defects are listed and disclosed. All vehicles are sold in AS IS and AS ADVERTISED condition. As Advertised means if you list it as working it must work. If a dispute arises due to a condition that was not listed and was known or should have been known by the seller – the buyer will win the dispute. Please take some time to examine and test vehicle components. Do all the accessories work? Does it have any fluid leaks? Is the spare tire/jack included? What about interior stains, rips, damage? Are there any abnormal noises, sounds? Are the gauges working? Is the check engine light on? If you have vehicle maintenance records, review the last several entries for known problems. It is a good idea to photo any visible defects or problems. It is the seller's responsibility to accurately describe the condition.

Do you have the Certificate of Title? : Yes

Title Brands (Police, Taxi, Flood, etc.) : Clear

Defects: None

Engine Condition: Good

Exterior Condition: Good

Interior Condition: Good

Overall Condition: Good

Drive-Away or Tow-Away: Drive-away

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels: Good

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks: Good

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection: Good

- Belts
- Hoses
- Exhaust
- Tires
- Spare Tire/Jack
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection: Rust

- Rust
- Dents
- Scratches

- Damage
- Windshield
- Wipers

Interior Inspection: Good

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test: Good

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations
- Other

Equipment : (Plows, Lifts, Etc)

- Leaks
- Damage
- Wear
- Defects

- Lights

Online Auction Information

Normal auction duration is 14 days - but depending on item(s) value the duration can be as few as 7 days or for high value unusual items as much as 3-4 weeks. Most auctions are 2 weeks. Wisconsin Surplus will determine the best auction duration for your items. All auctions end at 10am Monday thru Fridays (we don't end auctions on weekends). **If a board meeting is required to confirm the final bid, please list the date of the meeting and the auction will be scheduled to end on the meeting date.**

Requested Auction Start Date:

Requested Auction Duration:

NOTE: If you have an absolute starting or ending date you must let us know otherwise auction will be listed/scheduled in the order they are received and scheduled evenly through the ending week.

Lowest Minimum Net Selling Price, if any: 22000

NOTE: Once item is listed with us it can only be sold by Wisconsin Surplus for the duration of the auction. Items listed on Wisconsin Surplus should not be listed on any other for sale type sites (Craigslist, eBay, sealed bids, newspapers, etc.). You should direct all interested buyers to our website to place bids. It is unethical and against our rules to sell your item (which is listed on our site) to a prospective buyer in attempts to avoid our online bidding process and any related fees.

NOTE: Wisconsin Surplus Online Auction will post auctions in the order they are received; online auction will not appear immediately and may take 24 – 72 hours to post if no additional information is required. If you place a minimum selling price on your asset; we will not sell that asset unless it reaches your minimum. If you want \$1000 and we get \$999 we will not sell your asset. The minimum selling price is not required and should only be used on items of greater value if at all. You may also use “subject to agency confirmation” rather than a dollar value. If this is the case, we will call you immediately after the auctions conclusion and have you confirm or not confirm the selling price, you are required to respond within 24 hours, again if used should only be on greater valued items.

Location of Surplus Asset

Inspection times and dates may be “by appointment only”. Any state agency or municipality may use the Mount Horeb Auction Center, 202 West Front Street, Mount Horeb 53572 for an inspection location at no charge. Wisconsin Surplus does reserve the right to decline the use of the auction center for any reason. Agencies or municipalities wishing to utilize this location must deliver all items to the auction center. Wisconsin Surplus Online Auction's staff will then take the photos of the delivered item(s) and be responsible for inspections. If you wish to use the auction center, please call to confirm and make delivery arrangements 608-437-2001.

Address: 342 Big Bay Rd

(Please make sure the address appears accurately on Google maps or MapQuest)

City: LaPointe

Zip: 54850

Inspection Times/Dates: By appointment only

(It is common to use “By Appointment During” ...)

Inspection Contact Person: Evan R Erickson

Inspection Person Phone: 7152098626

Inspection Person Email: erickson@townoflpaointewi.gov

Vehicle Listing Worksheet

This form is to be used for listing Titled Vehicles & Trailers Only.

Consigning Agency Information

Agency/Campus/Department/Municipality: Town of LaPointe

Payment Mailing Address: P.O. Box 270

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Zip: 54850

Payment Check Payable to: Town of LaPointe

* Proceeds checks are sent the Tues or Thurs after the advertised buyers pick up deadline.

Person Submitting this Form: Evan R Erickson

Phone: 715 209-8626

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Fax:

Authorized Agent and Title if different: Heavy Equipment Operator

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

**Detailed Description of Vehicle: 1991 International 4900 4X2 dump truck without plow.
Manual transmission with 2 speed rear axle. Air brakes. Needs rear tires and a
hydraulic hose for the box lifting ram**

Manufacturer: International

Model: 4900

Year (Age): 1991

(VIN # and Mileage are Required)

Serial or VIN#: 1HTSDZ7R4MH345628

Mileage: 99447

Hours:

Transmission Type: Manual with 2 speed rear axle

Engine Size/Type: 7.6L

Fuel: Deisel

Wheel Base: 152

GVW/Capacity: 31860

Color: Orange

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment:

Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

It is required that all known defects are listed and disclosed. All vehicles are sold in AS IS and AS ADVERTISED condition. As Advertised means if you list it as working it must work. If a dispute arises due to a condition that was not listed and was known or should have been known by the seller – the buyer will win the dispute. Please take some time to examine and test vehicle components. Do all the accessories work? Does it have any fluid leaks? Is the spare tire/jack included? What about interior stains, rips, damage? Are there any abnormal noises, sounds? Are the gauges working? Is the check engine light on? If you have vehicle maintenance records, review the last several entries for known problems. It is a good idea to photo any visible defects or problems. It is the seller's responsibility to accurately describe the condition.

Do you have the Certificate of Title? :Yes

Title Brands (Police, Taxi, Flood, etc.) :

Defects: Some body damage to fiberglass, Needs rear tires, needs hydraulic hose. Dump box has some small rust holes in the front

Engine Condition:Good

Exterior Condition:OK

Interior Condition:Good

Overall Condition:Good

Drive-Away or Tow-Away: Drive-Away

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels:Good

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks:Good

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection:Good

- Belts
- Hoses
- Exhaust
- Tires
- Spare Tire/Jack
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection:Good

- Rust

- Dents
- Scratches
- Damage
- Windshield
- Wipers

Interior Inspection:Good

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test:Good

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations
- Other

Equipment : (Plows, Lifts, Etc)

- Leaks

- Damage
- Wear
- Lights

- Defects

Online Auction Information

Normal auction duration is 14 days - but depending on item(s) value the duration can be as few as 7 days or for high value unusual items as much as 3-4 weeks. Most auctions are 2 weeks. Wisconsin Surplus will determine the best auction duration for your items. All auctions end at 10am Monday thru Fridays (we don't end auctions on weekends). **If a board meeting is required to confirm the final bid, please list the date of the meeting and the auction will be scheduled to end on the meeting date.**

Requested Auction Start Date:

Requested Auction Duration:

NOTE: If you have an absolute starting or ending date you must let us know otherwise auction will be listed/scheduled in the order they are received and scheduled evenly through the ending week.

Lowest Minimum Net Selling Price, if any: 15,000

NOTE: Once item is listed with us it can only be sold by Wisconsin Surplus for the duration of the auction. Items listed on Wisconsin Surplus should not be listed on any other for sale type sites (Craigslist, eBay, sealed bids, newspapers, etc.). You should direct all interested buyers to our website to place bids. It is unethical and against our rules to sell your item (which is listed on our site) to a prospective buyer in attempts to avoid our online bidding process and any related fees.

NOTE: Wisconsin Surplus Online Auction will post auctions in the order they are received; online auction will not appear immediately and may take 24 – 72 hours to post if no additional information is required. If you place a minimum selling price on your asset; we will not sell that asset unless it reaches your minimum. If you want \$1000 and we get \$999 we will not sell your asset. The minimum selling price is not required and should only be used on items of greater value if at all. You may also use "subject to agency confirmation" rather than a dollar value. If this is the case, we will call you immediately after the auctions conclusion and have you confirm or not confirm the selling price, you are required to respond within 24 hours, again if used should only be on greater valued items.

Location of Surplus Asset

Inspection times and dates may be "by appointment only". Any state agency or municipality may use the Mount Horeb Auction Center, 202 West Front Street, Mount Horeb 53572 for an inspection location at no charge. Wisconsin Surplus does reserve the right to decline the use of the auction center for any reason. Agencies or municipalities wishing to utilize this location must deliver all items to the auction center. Wisconsin Surplus Online Auction's staff will then take the photos of the delivered item(s) and be responsible for inspections. If you wish to use the auction center, please call to confirm and make delivery arrangements 608-437-2001.

Address: 777 Big Bay Rd

(Please make sure the address appears accurately on Google maps or MapQuest)

City: LaPointe

Zip:54850

Inspection Times/Dates: By appointment only

(It is common to use "By Appointment During" ...)

Inspection Contact Person: Evan Erickson

Inspection Person Phone: 7152098626

Inspection Person Email: erickson@townoflapointewi.gov

Vehicle Listing Worksheet

This form is to be used for listing Titled Vehicles & Trailers Only.

Consigning Agency Information

Agency/Campus/Department/Municipality: Town of LaPointe

Payment Mailing Address: P.O. Box 270

City: LaPointe

Zip: 54850

Payment Check Payable to: Town of LaPointe

* Proceeds checks are sent the Tues or Thurs after the advertised buyers pick up deadline.

Person Submitting this Form: Evan R Erickson

Phone: 715 209-8626

Email: erickson@townoflapointewi.gov

Fax:

Authorized Agent and Title if different: Heavy Equipment Operator

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

Detailed Description of Vehicle: 98 GMC 2500 with 8'2" Boss plow. Truck runs and drives well. All plow functions work. Truck and plow have rust. Truck has Duratrac tires in like new condition

Manufacturer: GMC

Model: 2500

Year (Age):

(VIN # and Mileage are Required)

Serial or VIN#: 1GTGK24J6WZ546281

Mileage: 120385

Hours:

Transmission Type: Automatic

Engine Size/Type: 5.7 V8

Fuel: Gas

Wheel Base:

GVW/Capacity: 8600

Color: Red

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment: 8'2" Boss plow

Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

It is required that all known defects are listed and disclosed. All vehicles are sold in AS IS and AS ADVERTISED condition. As Advertised means if you list it as working it must work. If a dispute arises due to a condition that was not listed and was known or should have been known by the seller – the buyer will win the dispute. Please take some time to examine and test vehicle components. Do all the accessories work? Does it have any fluid leaks? Is the spare tire/jack included? What about interior stains, rips, damage? Are there any abnormal noises, sounds? Are the gauges working? Is the check engine light on? If you have vehicle maintenance records, review the last several entries for known problems. It is a good idea to photo any visible defects or problems. It is the seller's responsibility to accurately describe the condition.

Do you have the Certificate of Title? : Yes

Title Brands (Police, Taxi, Flood, etc.) : Clear

Defects: Rust

Engine Condition: Good

Exterior Condition: Poor

Interior Condition: Good

Overall Condition: Good

Drive-Away or Tow-Away:

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels: Good

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks: Good

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection: Good

- Belts
- Hoses
- Exhaust
- Tires
- Spare Tire/Jack
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection: Rust

- Rust
- Dents

- Scratches
- Damage
- Windshield
- Wipers

Interior Inspection: Good

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test: Good

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations
- Other

Equipment : (Plows, Lifts, Etc) Plow-rusty

- Leaks
- Damage

- Wear
- Lights

- Defects

Online Auction Information

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Requested Auction Start Date:

Requested Auction Duration:

NOTE: If you have an absolute starting or ending date you must let us know otherwise auction will be listed/scheduled in the order they are received and scheduled evenly through the ending week.

Lowest Minimum Net Selling Price, if any:

NOTE: Once item is listed with us it can only be sold by Wisconsin Surplus for the duration of the auction. Items listed on Wisconsin Surplus should not be listed on any other for sale type sites (Craigslist, eBay, sealed bids, newspapers, etc.). You should direct all interested buyers to our website to place bids. It is unethical and against our rules to sell your item (which is listed on our site) to a prospective buyer in attempts to avoid our online bidding process and any related fees.

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Agency/Campus/Department/Municipality: Town of LaPointe

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Phone: 715 209-8626

Email: erickson@townoflapointewi.gov

Fax:

Authorized Agent and Title if different: Heavy Equipment Operator

Description of Surplus Asset

Please supply all the applicable information and if necessary please attach additional pages of description. The more detailed the information, the fewer phone inquiries you will receive. Please be as detailed as possible. The condition of the item should be clearly described and detailed. All items are sold AS IS with no guarantees. Remember this is a general form and not specific, so you may need to include additional relevant information pertaining to your item(s).

Detailed Description of Vehicle: 1989 Chevy 2500 2WD. Manual transmission. Has body rust, seat is in poor condition, shifter does not work correctly.

Manufacturer: Chevy

Model: 2500

Year (Age): 1989

(VIN # and Mileage are Required)

Serial or VIN#: 1GCFC24K7KZ180343

Mileage: 156399

Hours:

Transmission Type: Manual

Engine Size/Type: 350CI

Fuel: Gas

Wheel Base:

GVW/Capacity: 8600

Color: Black

Size/Length:

Dimensions:

Accessories:

Additional Included Equipment:

Special Requirements:

Additional Comments/Descriptions/Concerns/Details:

Condition of Surplus Asset

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Do you have the Certificate of Title? :Yes

Title Brands (Police, Taxi, Flood, etc.) :

Defects: Body is rusty, Seat is in poor condition, issue with the shifter, needs tires

Engine Condition: Leaks antifreeze but runs good

Exterior Condition: Poor

Interior Condition: Poor

Overall Condition: Poor

Drive-Away or Tow-Away: Tow-away

Additional Condition Comments:

Condition Check List:

Please use this list and make any notes next to areas with defects.

Fluid Levels:OK

- Oil
- Transmission
- Brake
- Coolant

Fluid Leaks:Antifreeze

- Engine
- Transmission
- Rear end
- Brakes
- Coolant
- Other

Mechanical Inspection:Needs tires

- Belts
- Hoses
- Exhaust
- Tires
- Spare Tire/Jack
- Lights/Signals
- Gauges
- Battery
- Tires

Exterior Inspection: Rust

- Rust
- Dents
- Scratches
- Lights

- Damage
- Windshield
- Wipers

Interior Inspection:Rips in seat

- Rips
- Stains
- Holes
- A/C
- Heat
- Power Accessories
- Gauges

Road Test: No road test

- Shifting Problem
- Noises
- Pulls/Veers
- Horn
- Brakes
- Idles
- Vibrations
- Other

Equipment : (Plows, Lifts, Etc)

- Leaks
- Damage
- Wear
- Defects

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Inspection Contact Person: Evan Erickson

Inspection Person Phone: 7152098626

Inspection Person Email: erickson@townoflapointewi.gov

Photos & Documents

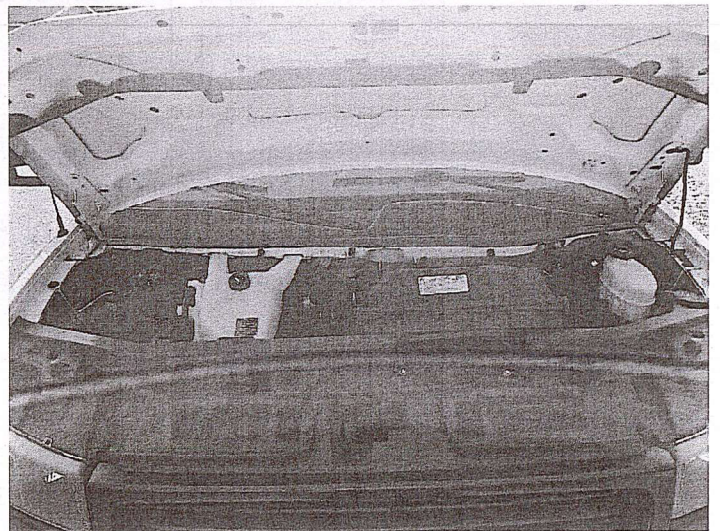
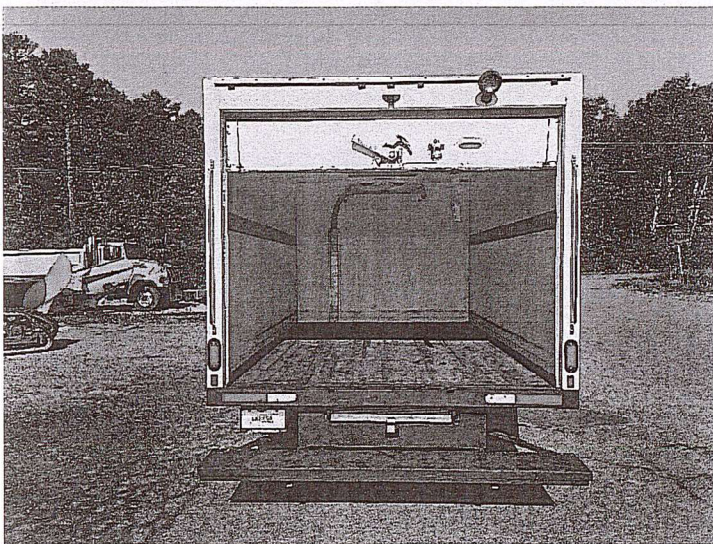
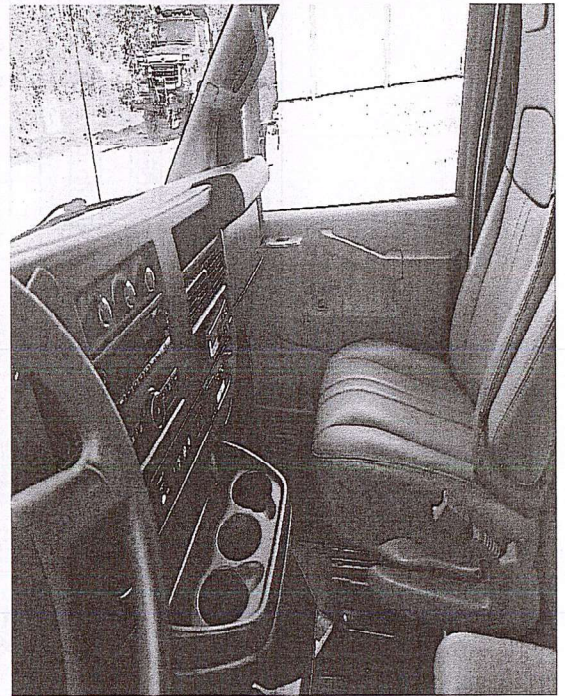
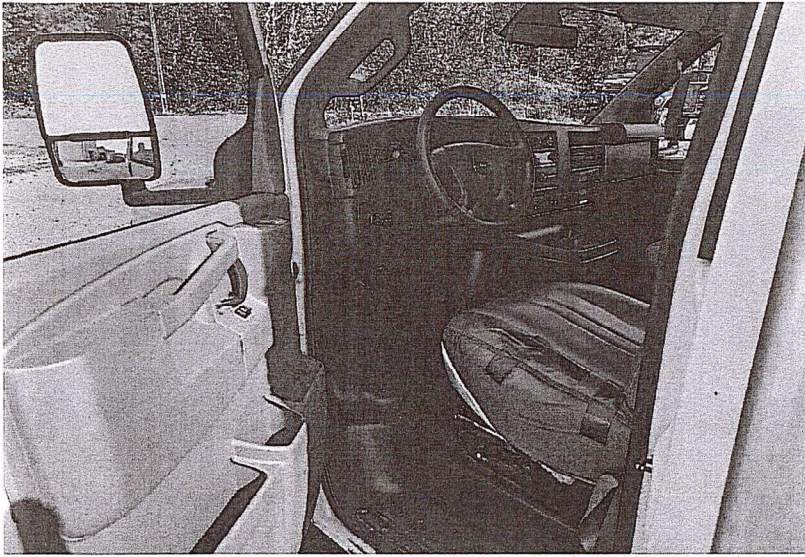
Photos are the MOST IMPORTANT part of your auction.

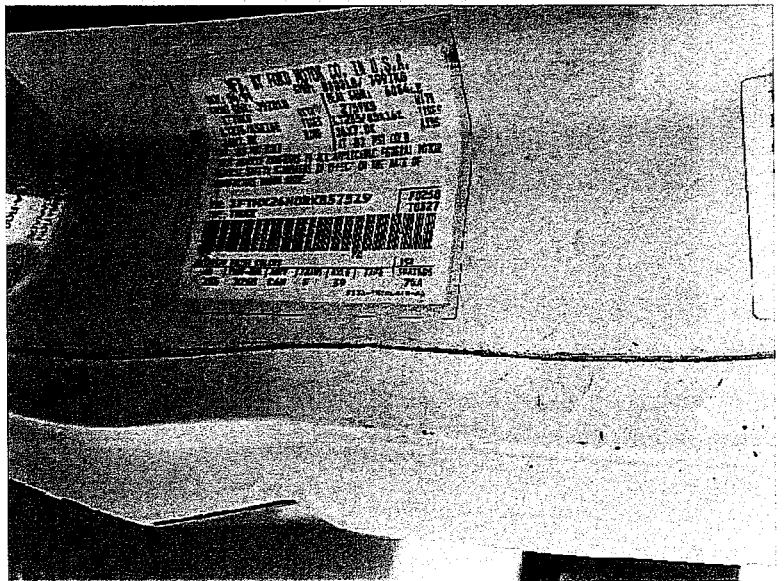
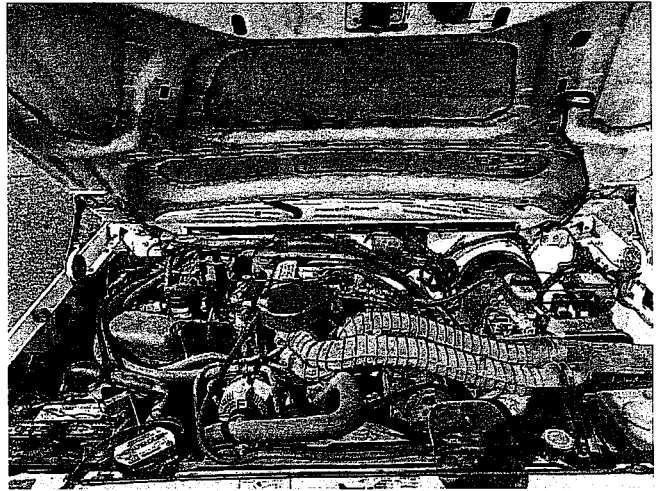
Please email, upload or share photos as JPG files. Photos should be a minimum of 800x600 in size or bigger. Please provide as many pictures as possible; there is no limit on pictures. You may email, upload or share your pictures to/with us. Please do not embed photos in this document please send them separately as individual files.

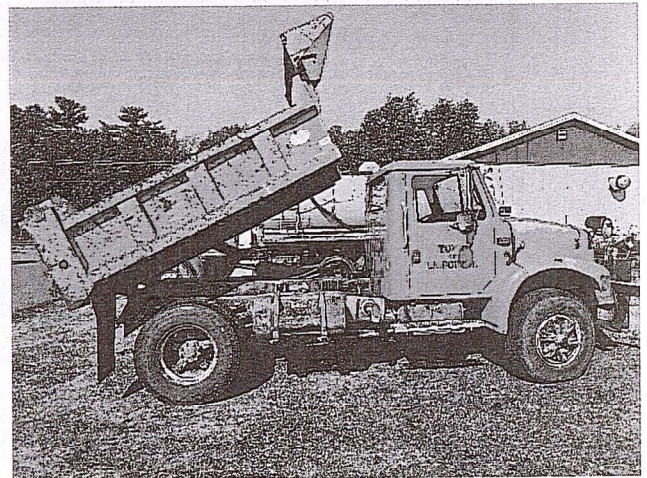
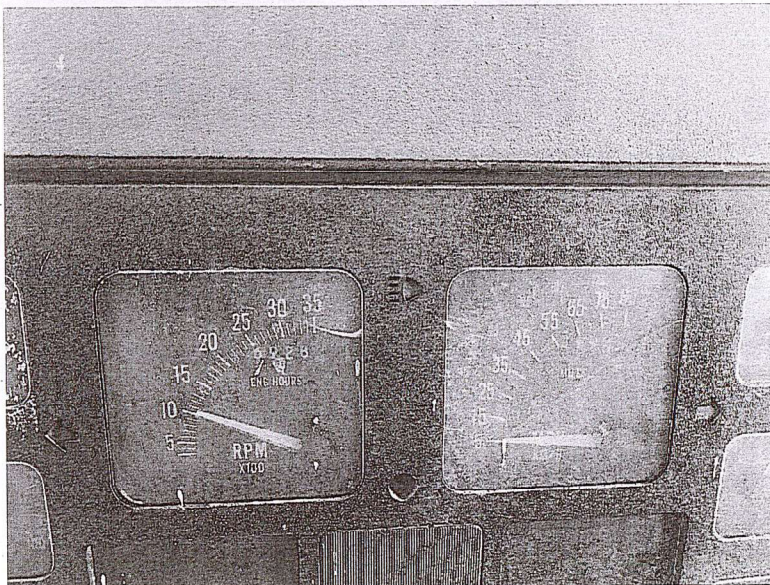
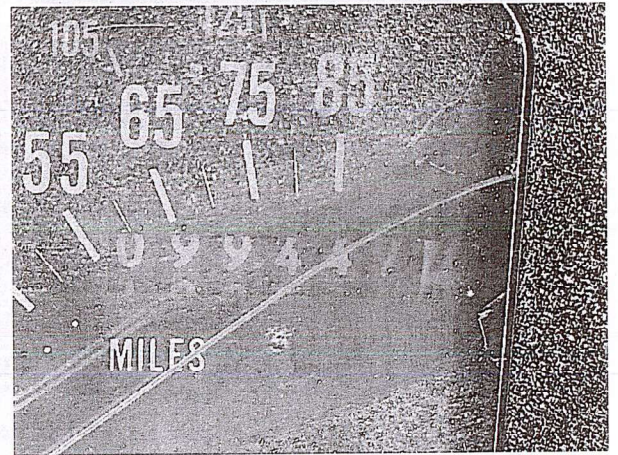
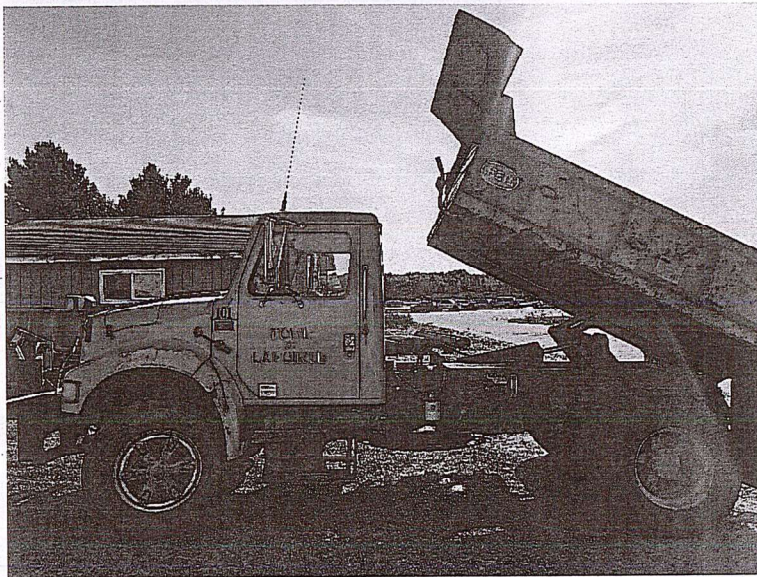
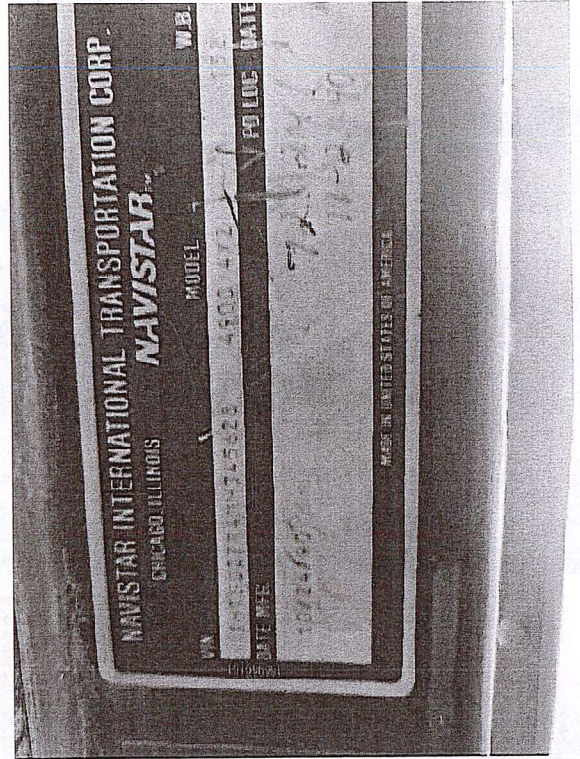
Wisconsin Surplus - Simple Multi Item Listing Worksheet

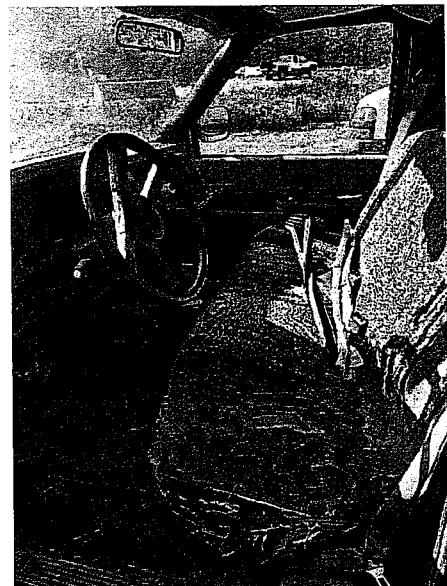
Consigning Agency Information		Location of Surplus Asset:
Agency: Town of LaPointe		Address: 342 Big Bay Rd
Payment Address: P.O. Box 270		Inspection Time: By appointment only
Check Payable to: Town of LaPointe		Inspection Dates: By appointment only
Contact Person: Evan Erickson		Contact Person: Evan Erickson
Phone: 7152098626		Phone: 7152098626
Email: erickson@townoflapointewi.gov		Email: erickson@townoflapointewi.gov

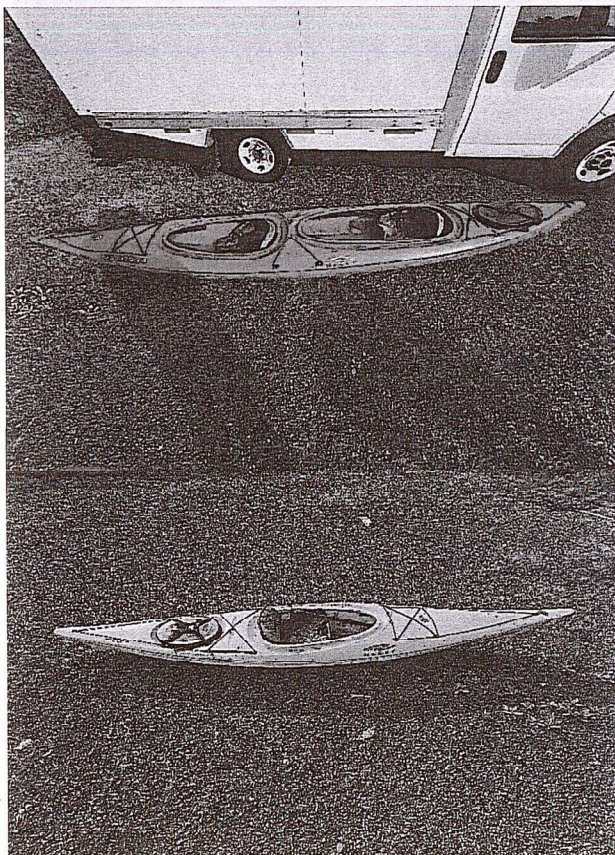
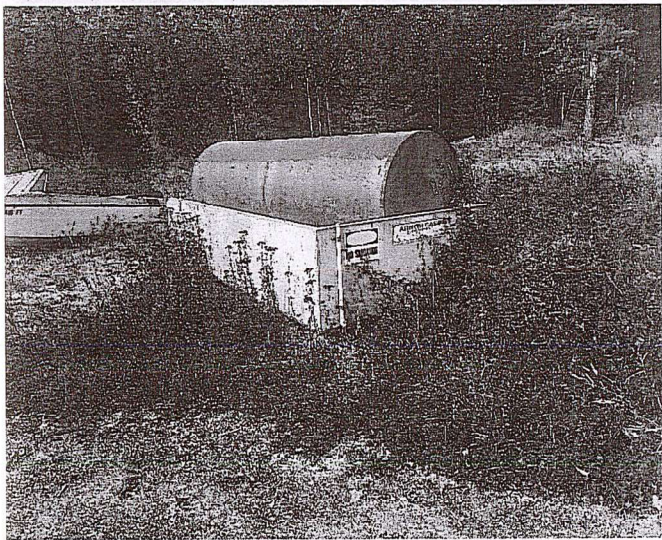
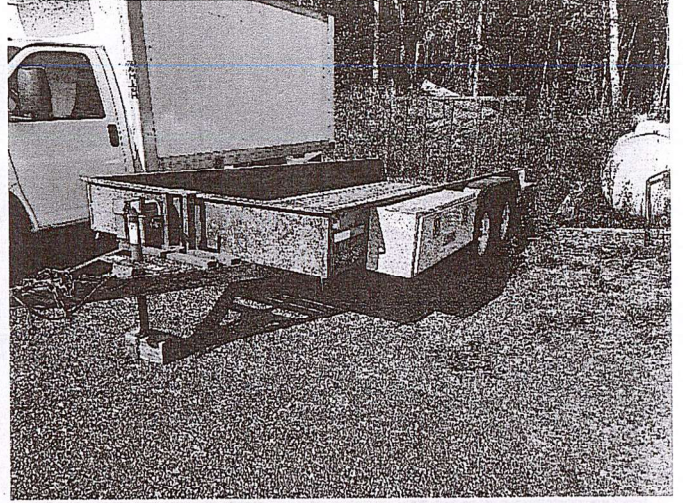
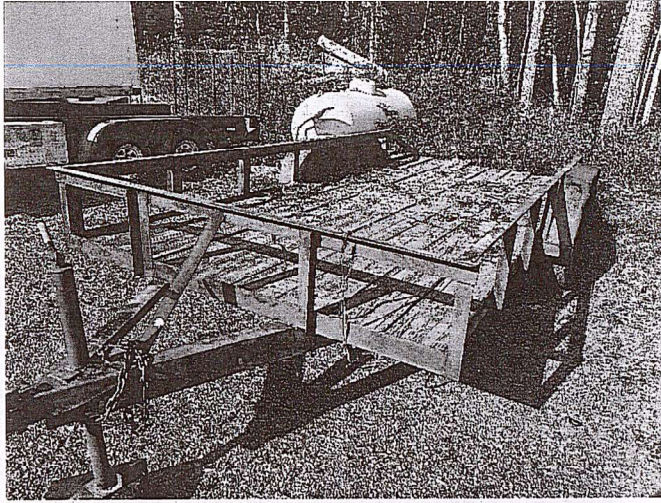
Pic#	Item#	Main Description	Additional Description	Condition	Minimum
20241010_134545	1	tandam axle trailer	Side tool box, wheel bearings recently done	OK	200
20241010_134555	2	Tandam axle trailer		Poor	N/A
20241010_151930	3	one person kvak		OK	N/A
20241010_151936	4	two person kvak		OK	N/A
10_151946-20241010	5	John Deere 737 zero turn mower	Needs motor	Poor	N/A
10_152051-20241010	6	Armor Cast concrete containment with used oil tank	Plastic has cracking. 1 slide is missing	Good	1000
1	7	Childrens playground		Poor	

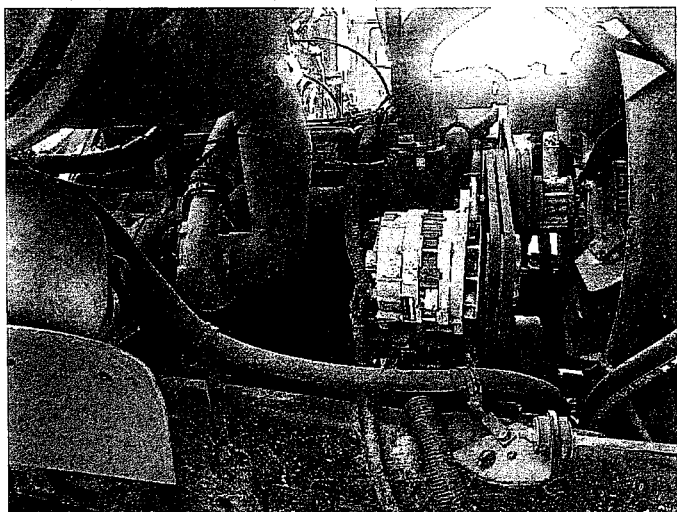
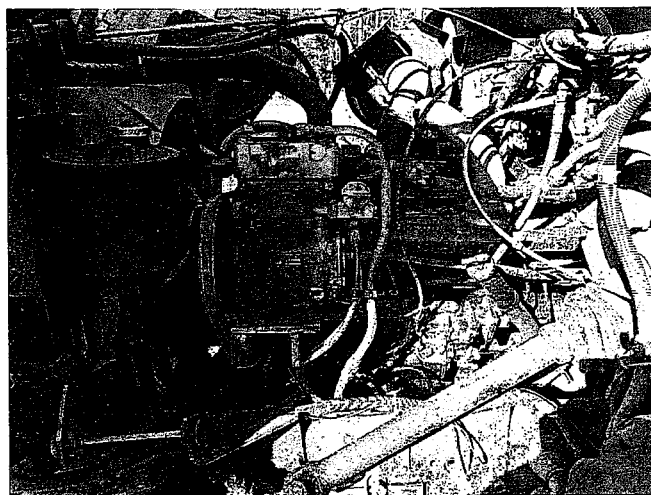
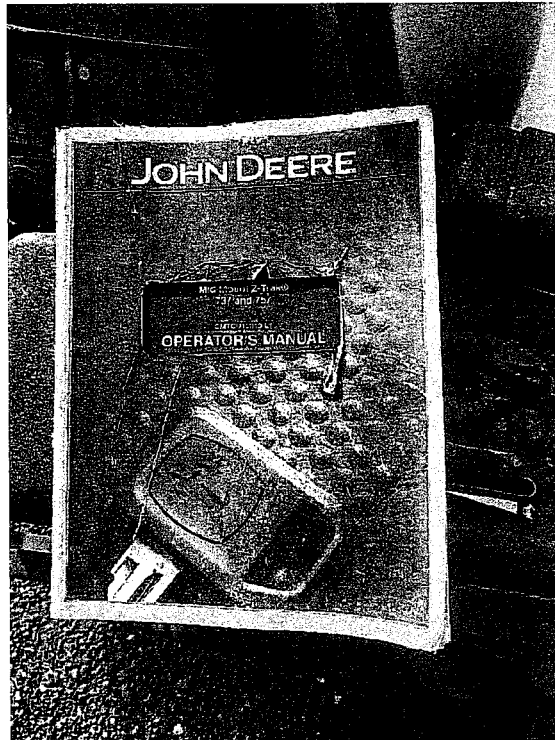
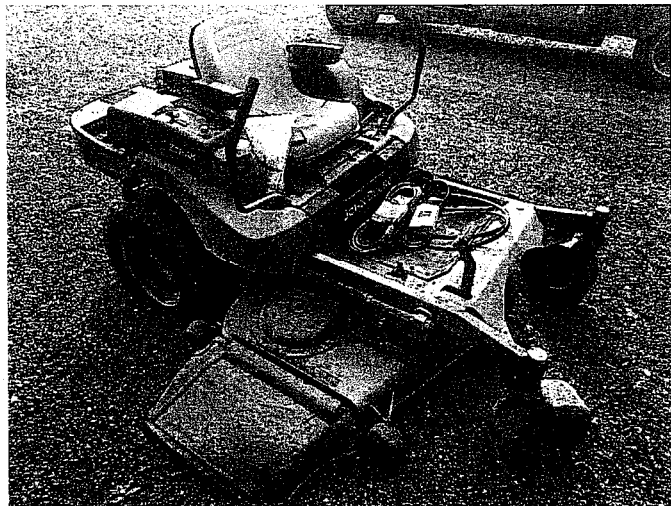












TBS, clerk, clerical, TA, A, PUBLIC

Treasurer's Cash Summary October 31, 2024

	Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
General Checking	\$ 1,637,610.78	\$ 126,776.30	\$ (457,550.10)	\$ 1,045.53		\$ 11,000.00	\$ 1,318,882.51
Sect. 125 Flex Account	\$ 13,668.24		\$ (863.09)				\$ 12,805.15
Tax Collection Account	\$ 11,054.94			\$ 27.26		\$ (11,000.00)	\$ 82.20
MIFL Public Utility	\$ 1,180,165.39	\$ 543,163.48	\$ (357,659.17)		\$ (161.81)		\$ 1,365,507.89
Library Savings	\$ 4,002.90			\$ 0.20			\$ 4,003.10
Airport Savings	\$ 785.24			\$ 0.04			\$ 785.28
Totals	\$ 2,847,287.49	\$ 669,939.78	\$ (816,072.36)	\$ 1,073.03	\$ (161.81)	\$ -	\$ 2,702,066.13

	Bank Reconciliation	
	Reported Bank Balance	Checking Account
Reported Bank Balance	\$ 2,725,146.89	
Deposits in Transit		Tax Transfer \$ -
Subtotal		Deposits
Less Outstanding Checks	\$ (23,080.76)	Checks
Checkbook Balance	\$ 2,702,066.13	Vouchers
		Total Avail. Cking Account \$ -

Accounting Program Totals:	
General Funds	n/a
Tax Account	n/a
Section 125	n/a
Library Savings	n/a
Airport Savings	n/a
TOTAL	

Reported Bank Balance \$ 2,702,066.13
 Variance \$ -

Treasurer's Report \$ 2,702,066.13
 Variance \$ -

Submitted by MAP
 11/21/2024 BALANCED

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



DOLLAR COST PROPOSAL FOR ACCOUNTING SERVICES

We are pleased to confirm our acceptance and understanding of the accounting services we are to provide for Town of La Pointe ("the Town") for the year ended December 31, 2025.

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skill, knowledge, and experience to oversee our accounting services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

David Minch, CPA is the engagement partner and is responsible for supervising the engagement.

Our fees for the accounting services will be at our standard hourly rates, as listed below. The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. Our invoices for these fees are payable on presentation.

	2025
General Accounting Assistance*	Shareholder - \$440/hour Manager - \$250/hour Senior - \$175/hour
*This hourly based cost includes assistance with budget, general ledger maintenance, bank reconciliation review, and monthly revenue & expenditure review.	
*Actual charges will be based on the amount and level of assisted time provided, not to exceed \$40,000. Anticipated monthly assistance would be 10-15 hours which includes face-to-face time as needed.	
*Agreement is mutually guaranteed for twelve (12) months, with the right for both parties to re-evaluate service level after three (3) months, due to timing differences between services provided and payment schedule. Cancellation prior to 12 months results in full payment of any remaining months of agreement.	

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this proposal accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this proposal, please sign below, and return to us.

Very truly yours,

KerberRose SC

KerberRose SC
Certified Public Accountants
Oshkosh, Wisconsin

RESPONSE:

This proposal correctly sets forth the understanding of the Town of La Pointe.

By: _____

Title: _____

Date: _____

RECEIVED

dg



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: peterlehman@gmail.com

hereinafter referred to as the Lessee.

p.l.

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.

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

By: Peter Lehman



Date:

June 17/2024

TOWN OF LA POINTE, Lessor

By:

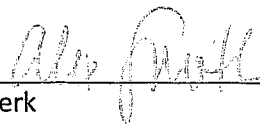
Town Chairperson

Date:

6/10/24

Attest:

Town Clerk



Town Administrator

From: Peter Lehman <peterlehman@gmail.com>
Sent: Tuesday, November 26, 2024 2:49 PM
To: Town Administrator
Subject: Re: Industrial Lot 4

Hi Michael.

I will not be renewing the lease for the Airport Industrial Lot 4 for the year 2025

Please acknowledge receipt of this cancellation.

Regards,
Peter Lehman
mobile: +1-612-201-8475

On Tue, Jun 11, 2024 at 8:46 AM Peter Lehman <peterlehman@gmail.com> wrote:
Sounds good, thank you.

Peter

On Tue, Jun 11, 2024 at 8:41 AM Michael Kuchta <administrator@townoflapointewi.gov> wrote:

Peter, the lease is on tonight's Town Board agenda. Assuming it is approved, I can send it to you for your signature, or hold it at Town Hall for your to sign in person this weekend.

You can mail the check or drop it off in person; your choice.

Don't forget that we also need a certificate of insurance.

Assuming the lease is approved, you can use it at your earliest convenience.

Michael

From: Peter Lehman <peterlehman@gmail.com>
Sent: Tuesday, June 11, 2024 8:37 AM
To: Michael Kuchta <administrator@townoflapointewi.gov>
Subject: Re: Industrial Lot 4

Hi Michael,

Lease Agreement Between the Town of La Pointe and the La Pointe Community Clinic for the Agee Health Center Building

This Lease Agreement is entered into on the first day of January 2025, between the Town of La Pointe (hereinafter "Town") and La Pointe Community Clinic Inc., a 501(c) 3 non-profit corporation (hereinafter "the Clinic").

The Town and the Clinic agree to the following:

- 1) The Town owns the building at 241 Big Bay Road named the Agee Health Center (hereinafter "the Center").
- 2) The Town desires to ensure the availability of health services for residents and visitors. To assist with this, the Town agrees to lease the Center to the Clinic for a period of 2 years from January 1, 2025, through December 31, 2026, at a monthly lease rate of one dollar (\$1.00).
- 3) The Town will assume responsibility for maintenance of the grounds (including lawn care and snow removal), maintenance of the structure, such as painting, roof, door and window replacement, and physical plant of the Center, including furnace, hot water heater, air conditioner, plumbing, well, sanitary, electrical, sidewalks and stairs, and general maintenance.
- 4) The Town will cover the cost of the following utilities: heat, air conditioning, electricity, water and sewer.
- 5) The Clinic may enter into sub-leases for the space and/or employment contracts or other means by which to secure licensed and/or certified medical care providers for the purpose of providing health services for residents and visitors, with no supervisory control from the Town.
- 6) The Town will provide General Liability/Property Damage insurance on the grounds and building. The Clinic will maintain General Liability insurance of \$1,000,000 and business property damage insurance for the Center building contents. The policy will name the Town of La Pointe as an Additional Insured "Manager or Lessors of Premises." A copy of the Certificate of Insurance will be kept on file with the Town. Failure to maintain said policy or a lapse in coverage of more than ten (10) days will constitute grounds for termination of this Lease Agreement.
- 7) The Clinic will protect, indemnify and save the Town, its 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 Center or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways, or resulting from an act or omission of the Clinic or anyone claiming by, through or under the Clinic; (b) any failure on the part of the Clinic to perform or comply with any of the terms of this Lease Agreement or any other agreements affecting the Center; (c) the use, occupation, condition, or operation of the Center 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 Center or any part thereof. In case any action, suit or proceeding is brought against the Town by reason of any such occurrence, the Clinic will, at the Clinic'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.

RECEIVED

Initial sg

Notwithstanding the foregoing, the Clinic 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 Center 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 Center or any part thereof.

- 8) The Clinic is not a sub-contractor of the Town.
- 9) It is further understood that the Town has no supervisory control over any licensed and/or certified medical provider retained by the Clinic under the terms of this Lease Agreement.
- 10) This Lease Agreement may be modified at any time by mutual agreement of the Town and the Clinic.

Glenn Carlson, Chair

Eric Eoloff, President, La Pointe
Community Clinic Inc.

Mike Anderson, Supervisor

Alex Smith, Town Clerk

Aimee Baxter, Supervisor

Date

Sue Brenna, Supervisor

Samantha Dobson, Supervisor