

Town Board Meeting Memo

From: Max Imholte, TA

Date: February 7, 2025

Re: Agenda Items

- Public Works
Approve RFP for purchase of dust control chemical, magnesium chloride.

Approve RFB for Trash Compactor Replacement. Service technician last year recommended replacement.
- Committees
Approve CSM for PID#0212- purchase of small part of adjoining lot to avoid encroachment.
Approve CSM for PID#1600- subdividing into four lots.
- Town Hall Administration
Discuss possible appointment of new TPC member because of resignation.
Approve standard Terms and Conditions for Purchase Orders.
- Emergency Services
Discuss police staffing.
- Lawsuits
Ashland County Tax Levy. Oral arguments scheduled Feb. 26th, 2025.
Judge Anderson presiding.

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Initial: cg

Accounting Manager Report January 2025

1. **Accounting Manager**

December and January were full of learning and organizing. Lauren, former Internal Accounting Coordinator, and Dorgene, the Office Manager/Clerical, have provided wonderful support and information on the history of town hall as well as procedures within accounting and government in general.

2. **CPA Firm:**

I met and spoke with Nicole, of Kerber Rose, several times to get help with questions about governmental accounting as well as using Workhorse. We discussed how she can support me, the governmental accounting timeline throughout the year, tax season, and how to reconcile monthly.

3. **2025 Audit:**

Lauren introduced me to Vanessa and Avery with Baker Tilly to get the preliminary work done for this year's audit. We have prepared most of the preliminary documents needed and will be ready for the actual audit that will take place this spring.

4. **Financial Working Group:**

Glenn Carlson, Mike Anderson, Max Imholte and I are working together in this new group. We have recently met to establish where we are at, a better understanding of the Town's annual cash flow and what will be discussed moving forward.

Respectfully submitted,

Liz Brown

Accounting Manager

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TOWN ADMINSTRATOR REPORT 2/11/25

1. COMPLETED ITEMS:

Attended first Wisconsin Towns Association meeting, 1/27/25.
Met Christina Dzwonkowski, Ashland County Emergency Management, 2/3/25.
Met Dan Grady, Ashland County Administrator, 2/3/25.
Attended La Pointe Firefighter training meeting, 2/5/25
Attended (by zoom) GLIA meeting 2/5/25
Completed FEMA Incident Command System course ICS100.

2. ONGOING:

Financial Working Group- Cash Flow Analysis.

Revision of Town Ordinance 205, Building Construction.

Preparation for new Treasurer.

Police Staffing

3. UPCOMING:

Meet Lissa Radke. Community Development Educator re: extreme weather and natural disaster preparation.

Meet Mark Abeles-Allison, Bayfield County Administrator.

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January 2025 Ambulance Report

The Ambulance Service responded to 8 calls this month. That is uncharacteristically high for this time of year on the island. With the utmost care, the service used these calls as opportunities to begin integrating our new crew members into the fold. New members have already started to gain valuable experience in patient care. All new EMRs (except one) are licensed and credentialed with Madeline Island. Our 2025 roster includes 24 members- a number I've never seen in my 14 years on the service.

These increased numbers will give new and veteran crew members the breathing room they need to take breaks and to keep from burning out. We will continue to focus on the mental health of our crew in hopes of retaining their services for the long run. In recent Bayfield and Ashland County EMS council meetings, much time was devoted to discussing the importance of maintaining 24/7 coverage within our jurisdictions. This robust service size is going to help us do just that. Also, a reminder that the radios for these new members were purchased with money raised from the Polka Fundraiser last summer. Thank you again to our community for such a successful fundraiser that is directly benefiting the communication needs of both the Fire and Ambulance services.

On January 22nd, we participated in joint training with the Madeline Island Fire Department. The training focused on patient extrications from wrecked vehicles. The FD were able to practice with their vehicle cutting tools and assist the Ambulance Service in safely extricating patients that were otherwise trapped. It was a great exercise in teamwork and communication between the departments. (Thank you to Evan Jr. for opening the MRF for this training exercise).

Transport to the mainland is currently via ferry during daytime hours and via windsled during nighttime hours. All crew (MIFL, Windsled Inc., and both Madeline Island and Bayfield EMS) are in communications and ready to transport a patient to Bayfield should we need to.

At the ESB, I have continued to work on an inventory and supply checklist method- carefully going through all supplies in the supply closet and both rigs. We will soon be implementing scheduling software that will be accessible to all members on their personal phones. Training in February will include learning all things radios and reporting. I'm looking forward to great possibilities with a phenomenal crew!

Report respectfully submitted by Sarah Schram

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(5) TB, TA, A, Clerk Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
JANUARY 28th, 2025
5:00PM at Town Hall
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson (via zoom), Supervisor Aimée Baxter, Supervisor Sue Brenna
Staff Present: Town Administrator Max Imholte, Town Clerk Alex Smith, Public Works Director Pete Wiggins, Ambulance Director Sarah Schram
Public Present: Paul Brummer, Mary McPhetridge (via zoom)
Call to Order: at 5:00pm

I. Public Comment A*:

Glenn Carlson announced and gave condolences to the Nelson family for the passing of Doris Nelson Swallow earlier today.

II. Administrative Reports

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

III. Public Works

A. Roads, Dock, Harbor

1. Purchase Order for replacement of heavy plow truck fuel:
Motion to approve the purchase order the replacement of the heavy plow truck fuel tank in the amount of \$1,803.88, A. Baxter/M. Anderson, 4 Ayes, Motion Carried.

2. Purchase Order for bulk fuel tank pump:
Motion to approve the purchase order for a bulk fuel tank pump in the amount of \$1,609.99, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

3. Approve extension of CDL training for Matt Herriott:
Motion to approve a 6-month extension for Matt Herriot's CDL training due to Weather condition issues, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

B. Materials Recovery Facility (MRF)

1. Approve extension of vacation hours for Evan Erickson:
Motion to approve the extension of 26.75 vacation hours for Evan Erickson, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning: Nothing to report at this time.

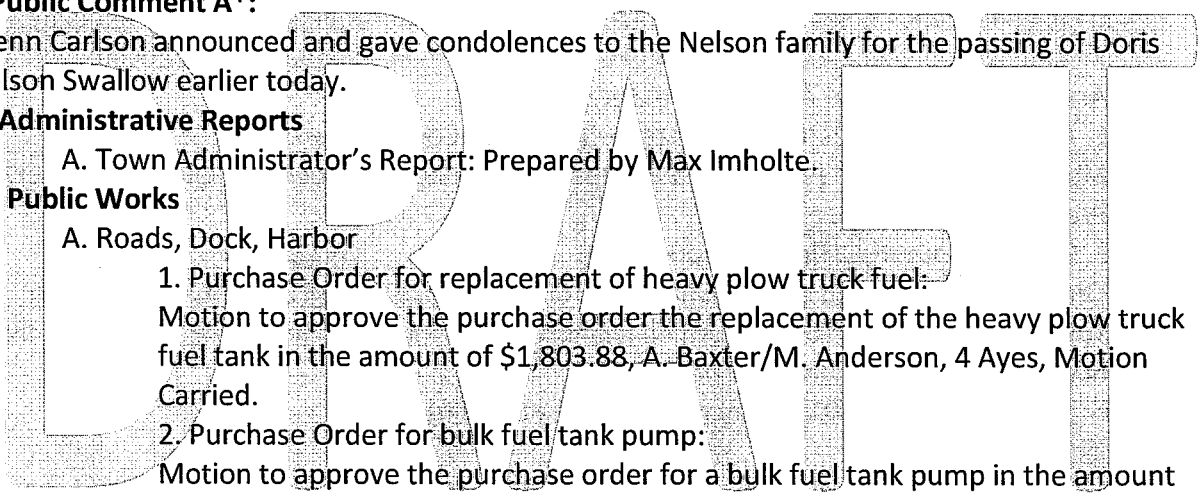
B. Affordable Housing Advisory Committee

1. Appoint committee member:
Motion to appoint Lois Carlson to the AHAC with a term ending August 30th, 2027, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

C. Harbor Commission

1. Appoint committee member: This item was deferred.

D. Community Awards Committee



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1. Recommendation for 2024 Community Appreciation and Hall of Fame Awards:
Motion to approve the recommendation from the Community Awards
Committee for 2024 Awards, M. Anderson/S. Brenna, 4 Ayes, Motion Carried.

E. Committee Minutes: Placed on file by unanimous consent.

V. Town Hall Administration

A. Budget Summary Report:

Motion to approve the Budget Summary Report as presented, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

B. Approve "Attachment A" to 2025 Compensation Resolution (#2025-0106C):

Motion to approve "Attachment A to the 2025 Compensation Resolution with errors corrected, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

C. Consider letter of support for Wastewater Treatment Plant Project:

Motion to approve the letter of support for WWTP with some tidying of the draft letter, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

D. Special Event Permit for Ashland Area Chamber of Commerce on June 14th, 2025:

Motion to approve the Special Event Permit for the inline marathon on 6/14, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

E. Approve 2024-2025 Ice Road Rates with Nelson Construction Co.:

Motion to approve the 2024-2025 Ice Road Maintenance Rates as received, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

F. Consider forming a finance workgroup:

The Town Board come to a consensus to form a finance workgroup consisting of the Town Administrator, Town Board Chair, Accounting Manager, and Mike Anderson Town Board Supervisor for financial projection.

G. Resolution #2025-0128 Amendment to Fee Schedule

Motion to move "V. Letter H" to after Lawsuits and Legals, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

H. Consider changes to Clerical job title, description, and compensation

The Town Board may go into closed session during the meeting for the purpose of Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

VI. Vouchers

A. Town of La Pointe:

Motion to approve the town vouchers in the amount of \$8,499.64, M. Anderson/A. Baxter, 4 Ayes, Motion Carried

VII. Alternative Claims: Motion to approve the alternative claims in the \$345,652.53, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

VIII. Treasurer's Report: No report presented. Deferred.

IX. Minutes: No minutes presented for approval.

X. Emergency Services

A. Police Department

1. Consider approval of roll-over for unused vacation hours for Chief Defoe:

Motion to approve the roll-over of 280 unused vacation hours for Chief Defoe, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

B. Ambulance

1. Discussion of possible ambulance support:

Motion to approve Ambulance Director's request of additional hours with compensation for 3 months to catch up, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

XI. Public Comment B:** None.

XII. Liquor Licenses: Nothing 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 to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

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

B. Sargent Claim vs Town of La Pointe

The Town Board did not go into closed session for Lawsuit and Legal Issues. Nothing new to report at this time. No action was taken.

Motion to go into closed session, S. Brenna/A. Baxter, Roll Call Vote: Mike Anderson yes, Aimee Baxter yes, Sue Brenna yes, Glenn Carlson yes, Motion Carried. 5:27pm.

H. Consider changes to Clerical job title, description, and compensation

The Town Board may go into closed session during the meeting for the purpose of Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

This item was discussed in closed session.

Motion to return to return to open session, S. Brenna/A. Baxter, 4 Ayes, Motion Carried. 5:32pm

Motion made in open session to modify clerical position to Office Manager at \$32/hr with an additional week of vacation, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

XIV. New Agenda Items for Future Meetings

Minutes

Treasurers Report

Possible additional microphone for zoom meetings

XV. Adjourn: Motion to adjourn, S. Brenna/A. Baxter, 4 Ayes, Motion Carried. 5:33

Submitted by Town Clerk, Alex Smith.



(5)TB, TA, A, Clerk, Public
LA POINTE POLICE DEPARTMENT

MADELINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

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

To: Town Board
From: Thom Rossberger
Date: 2/2/2025
Re: Monthly Police Report for January 2025

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

31 Incidents/Complaints (calls for service)
4 Traffic Stops
10 Citizen Assists
0 Accidents
1 Civil Process
4 False Alarm/911 hang up calls.
2 Call Out
1 Animal Calls
0 Parking Citations

January weather and time of year, most island businesses have shut down for the season. Department activity numbers are down as a result. See above and attached.

As you know Chief Defoe is recovering from his recent medical treatment. Still no date of his return. As such I have been doing the day to day for the police department with the assistance of Ofc Williams. I have contacted and have commitments from our summer part-time officers to assist by take a few shifts during Defoe's recovery.

We also have both an A and B schedule for February and March. One with a wind sled and one without a wind sled. Ashland Co is not able to respond if a wind sled is in place and as such, we will have 24/7 coverage by the La Pointe Police Department. If no sled we have shorted our hours to leave a few periods covered by Ashland Co Sheriff's Dept.

Both Ofc Williams and I attended meetings and training with the Madeline Island Ambulance and have responded to several calls for service. EMS Director has thanked The La Pointe Police Dept and requested we continue to aid the Ambulance.

A former Deputy Sheriff with Ashland Co has recently had an interest in becoming an officer with the La Pointe Police Department. He has several years of service and a military background. He is still within his certification and would only need a few annual trainings to get him current. I have received his application, and I know his references. I have spoken with him, and he has a history on the island and has spent a lot of time on the island.

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It would be a wonderful addition to the island at this time as we are down Chief Defoe and as summer approaches, we would be fully staffed to again run Bike Patrol and double up on weekends and events. There is a need for experienced officers on the island.

And Last, Town Administrator Imholte did ride along with me for part of a shift. It was slow, so we will do it again in the summer months. I suggest all town board members ride with a member of the police department.

If you know anyone that is interested in a career in law enforcement, please have them come talk to me about how they can get into the profession and possibly get sponsored by our department.

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

SGTTJR

**Police Chief
William Defoe**

Ed Schaffer

From: Bob Hartzell <bhartzell@madisland.com>
Sent: Thursday, January 23, 2025 12:49 PM
To: Ed Schaffer; Bob Hartzell
Subject: Zoning application for surveying four lots instead of three lots

TOWN OF LA FOLLETTE
CERTIFIED SURVEY MAP APPLICATION

APPLICANT: [Redacted]
OWNER: [Redacted]
ADDRESS: [Redacted]

PROPERTY DESCRIPTION: [Redacted]

LEGAL DESCRIPTION: [Redacted]

PROPERTY MAP REFERENCE: [Redacted]

APPLICANT'S STATEMENT:
I hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property described herein.

DATE: [Redacted]

SIGNATURE OF APPLICANT: [Redacted]

SIGNATURE OF OWNER: [Redacted]

FOR THE BOARD OF ZONING ADJUSTMENTS, THE RECORDS OF THE CERTIFIED SURVEY MAP (CSM) WITH THIS APPLICATION AND THESE RECORDS SHALL BE FILED TO THE RECORDS OF THE TOWN OF LA FOLLETTE, MISSOURI, ON THE DATE OF THE FILING OF THIS APPLICATION. THE SURVEY MAP IS CONSIDERED TO BE CONSIDERED WITH THE RECORDS OF THE TOWN OF LA FOLLETTE, MISSOURI, ON THE DATE OF THE FILING OF THIS APPLICATION.

APPROVED BY: [Redacted]

DATE: [Redacted]

APPROVED BY: [Redacted]

DATE: [Redacted]

DRAFT

**TOWN OF LA POINTE
PURCHASE AGREEMENT
TERMS AND CONDITIONS**

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

This Purchase Agreement is made this _____ day of _____, 20____, by and between _____(Company Name)_____ of _____(Company Address)_____ (hereinafter the "Seller"), and the Town of La Pointe of 240 Big Bay Rd., P.O. Box 270, La Pointe, Wisconsin 54850 (hereinafter the "Buyer"), collectively referred to as the "parties."

1. **PURCHASE PRICE.** The purchase price specified on Buyer's Purchase Order is firm, F.O.B. Seller's location and includes packing and crating. By accepting final payment, Seller waives all claims against Buyer.
2. **TERMS OF PAYMENT.** Terms of payment are as set forth in Buyer's Purchase Order, which is incorporated herein by reference as though fully set forth. However, should the terms of that Purchase Order conflict with the terms contained within this Purchase Agreement, the terms of this Purchase Agreement shall control.
3. **TITLE/SECURITY INTEREST/RISK OF LOSS.** To secure Buyer's progress payments, if any, prior to shipment of the goods, title to and a first security interest in the goods, any work in progress and materials required for the execution of Seller's obligations hereunder, and in any work which Seller may subcontract in the support of its obligations hereunder, shall vest in Buyer to the extent Buyer has made progress payments hereunder. Although title to and a first security interest in the goods, any materials, and any work in progress shall vest in Buyer as work progresses, the risk of loss for such goods shall be borne by Seller until goods are completed and handed over to common carrier for shipment.
4. **TIME OF PERFORMANCE.** Buyer is relying upon Seller to perform its obligations in a timely manner in accordance with the schedule set forth in this Purchase Agreement. The parties agree that time is of the essence in the performance of any obligation set forth in this Purchase Agreement.
5. **DELAYS.** The scheduled delivery date and the purchase price may also be subject to equitable adjustment as a result of the following events: (i) Buyer's failure to furnish Seller with any data, drawings, shipping instructions or change orders as required to the extent that such failure affects the Seller's critical path in meeting the scheduled delivery date; or (ii) changes to the schedule for convenience of Buyer or Buyer's customer, made in writing by Buyer. Seller will promptly notify Buyer of the occurrence of any such event setting forth the projected impact such event will have on the scheduled delivery date and/or purchase price and will give the Buyer a reasonable period to cure by Buyer. Buyer shall cure within a reasonable period after event of any delay caused by any of the foregoing after notice, and the scheduled delivery date and/or purchase price will be equitably adjusted, if required, as a result of the delay.
6. **CHANGE ORDERS.** Buyer shall be entitled to make changes in the specifications for the goods. Seller shall accept any changes proposed by Buyer subject to the provisions of this paragraph as to adjustment in price or delivery schedule. If any such change causes a material increase or decrease in the cost of the goods or a material change in the delivery time, an equitable adjustment shall be made to the purchase price or delivery schedule or both. Any claim by Seller for an adjustment under the paragraph must be asserted within thirty (30) days from the date of receipt by Seller of the proposed change. No extra charges of any kind will be allowed unless agreed to in writing by Buyer.

7. **WARRANTIES AND PERFORMANCE GUARANTEES.** Seller represents and warrants to Buyer that the goods will be free of any claim of any nature by any third party, and that Seller will convey clear title thereto to Buyer. Seller represents and warrants to Buyer that the goods will be of good and merchantable quality, free from defects in workmanship and materials and in strict accordance with the drawings, specifications, and other requirements provided to Seller by Buyer. Goods that fail to meet any of the warranties set forth above within eighteen (18) months from the date of final acceptance of the Buyer's customer or twenty-four (24) months from the date of shipment, whichever comes first, shall be repaired or replaced promptly by Seller after Seller's receipt of notice from Buyer. Seller warrants all repairs or replacements performed pursuant to the warranty set forth herein for a period of twenty-four (24) months from the completion date of such repair or replacement or the expiration of the warranty period, whichever occurs later. Repair or replacement shall be initiated promptly by Seller, and shall be pursued diligently and continuously to minimize the impact of such deficiencies on Buyer's customer's operations.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless Buyer and its respective board members, officers, employees, partners, agents, successors and assigns, and anyone acting for or on behalf of such persons (collectively the "Indemnitees"), from and against all claims, damages, losses, liabilities, and expenses (including, without limitation, court costs and reasonable attorneys', accountants', and other experts' fees and disbursements) resulting from injury to or death of persons, including, without limitation, officers, agents, and employees of the Indemnitees, from damage to or loss of property and from any for which any Indemnitee becomes liable, caused by or arising out of Seller's fault or negligent acts or omissions (the "Claims"). Seller shall defend the Indemnitees from any and all Claims by counsel of Indemnitees' choosing, at Seller's expense.
9. **DEFAULT AND TERMINATION.** The following shall constitute an event of default hereunder: (i) Seller fails in any material respect to perform any of its obligations within the time specified in this agreement and Seller does not cure such failure within thirty (30) days after notice by Buyer; or (ii) Seller ceases to conduct its operations in the normal course of business; or (iii) Seller commences a voluntary case or proceeding under any applicable Federal or State bankruptcy law or consents to the entry of a decree or order for relief in an involuntary case or proceeding against it. Upon the occurrence of an event of default which is continuing, Buyer may, at its option: (i) terminate its order for the goods in whole or in part without liability and in which case Buyer shall be entitled to a refund of all amounts previously paid to Seller under this Purchase Agreement; (ii) procure, upon such terms as Buyer deems appropriate, similar goods in which case Seller shall be liable to Buyer for any additional costs for such similar equipment (up to a maximum liability equal to the purchase price of the goods); or (iii) extend the time of performance by Seller or waive other deficiencies in Seller's performance in which case an equitable reduction in the price for the goods shall be mutually agreed. Without limiting any rights or remedies which Buyer may have in the event of any default of performance by Seller, Buyer shall have the right upon ten (10) days prior written notice to Seller, to terminate this Purchase Agreement at any time and without cause prior to completion or substantial performance by Seller. Such termination shall be without any obligation or liability to Seller other than payment of charges for the value of work performed, and for necessary expenditures which can be established by Seller as having been reasonably incurred prior to the time that notice of cancellation is given. In no event shall the termination charges exceed the purchase price of the goods. Any progress payments shall be credited against the amount of such charges, and in the event the payments exceed the charges, the excess shall be returned to the Buyer. In the event of any termination, Buyer shall be entitled to all materials, work in progress, and completed work included as value of work performed.

10. **INSPECTION.** Seller shall give Buyer not less than ten (10) days written notice of all inspections and tests to be performed by or on behalf of Seller and will permit Buyer to witness all such inspections or tests. Seller shall not be required to change its schedule to accommodate Buyer, provided Seller shall have given the above notice to Buyer. Seller shall provide a quality and inspection system acceptable to Buyer and sufficient to cover the goods. Records of all inspection work by Seller shall be kept complete and available to Buyer during the period of performance by Seller of its obligations under this agreement.
11. **INSURANCE.** Without limiting any of the other obligations or liabilities of Seller, Seller shall, to the extent provided for herein and until final acceptance by the Buyer's customer of the goods, provide and maintain minimum insurance coverage as follows:

TYPE OF COVERAGE	LIMITS
A. (1) Worker's Compensation Statutory	
(2) Employer's Liability	\$1,000,000 each occurrence,
B. Commercial General Liability	\$1,000,000 each occurrence
C. Bodily Injury Property Damage	\$2,000,000 aggregate
D. Comprehensive Automobile Liability	\$1,000,000 each occurrence

All policies of insurance maintained by Seller hereunder shall be primary, in a form acceptable to Buyer and shall be issued by insurance companies acceptable to Buyer licensed in the State where the obligations under this agreement will be performed. For a period of eighteen months after the date of final acceptance by Buyer's customer shall include Buyer as additional insured. Seller hereby releases and waives all rights of subrogation against Buyer possessed by Seller's insurers and Seller hereby represents that it is authorized by its insurers to grant such release and waiver. The insurance certificates shall recite this release and waiver of subrogation. All policies of insurance maintained by Seller hereunder shall (i) require thirty (30) days prior written notice to buyer of cancellation, non-renewal, or material change in coverage and (ii) provide that, in the event of any loss payment under a policy, the insurer shall waive any rights to subrogation against all insureds and shall waive and setoff or counterclaim or any other deduction whether by attachment or otherwise. Seller shall arrange with the insurance carriers to furnish Buyer, within ten (10) business days of Seller's execution of this Purchase Agreement, a completed Accord Certificate of Insurance Form or its equivalent, indicating that the required coverages are in force and will not be cancelled or changed until thirty (30) days after a written notice is given to Buyer.

12. **TAXES.** The purchase price for the goods excludes all state or local sales or use taxes that may apply to the purchase or use of the goods. Buyer shall issue Seller upon request, an exemption certificate if applicable.
13. **CONFIDENTIAL INFORMATION.** Seller shall treat as confidential all specifications, drawings, blueprints, and other information supplied by Buyer or obtained by Seller as a result of performance under this agreement unless such is in the public domain. Seller agrees that no acknowledgement or

other information concerning the goods or the existence of this agreement will be made public without the prior written agreement of Buyer except as may be required by law.

- 14. FORCE MAJEURE.** Neither party shall be responsible for any delay in performing any of its obligations hereunder due to causes beyond its reasonable control, without fault on its part, and which by the exercise of reasonable diligence could not have been foreseen or avoided. Such causes may include, without limitation, acts of God, fire, explosions, flood, military authority, governmental regulation or judicial action, embargoes, or civil riot or insurrection. Regardless of any such occurrence, no party will be relieved of its obligations under this Purchase Agreement for more than any two (2) consecutive months or four (4) months in the aggregate. Buyer and Seller agree that, without limiting the general nature of the foregoing, force majeure shall not include among other things (i) the bankruptcy, insolvency, financial difficulty or similar event of any person; (ii) shortages of labor of Seller or any subcontractor, materials, equipment, industrial strikes, or loss or decrease in labor productivity; (iii) the failure or delay of subcontractors (other than for delays due to force majeure); or (iv) increased cost of labor, materials, or equipment. Each party shall advise the other as soon as reasonably possible about any threatened or existing circumstances that may result in a failure or delay in performance. Upon the cessation of any such cause operating to excuse performance by either party, this Purchase Agreement shall continue in effect until otherwise terminated. If any one or more causes are asserted in good faith by either party as a basis for nonperformance for a consecutive period of ninety (90) days, either party shall have the right to terminate such order forthwith by giving notice to the other to that effect.
- 15. GOVERNING LAW.** This agreement is deemed to be made under and shall be governed and construed according to the laws of the State of Wisconsin without regard to the conflict of laws principals thereof.
- 16. WAIVER.** No waiver shall be effective unless in writing and signed by an authorized representative of the party making such waiver. No failure or successive failure by either party to enforce any covenant or agreement, and no waiver or successive waivers by either party of any condition of this Purchase Agreement, shall operate as a discharge of such covenant, agreement or conditions, or render the same invalid or impair either parties right to enforce the same in the event of any subsequent breach by the other party.
- 17. COMPLIANCE WITH LAWS.** Seller agrees to comply with the provisions of any federal, state, or local ordinance, order, rule and regulation applicable hereto or to the transactions contemplated hereby, as well as any provision, representation, agreement or contractual clause required thereby to be included in or incorporated by reference or operation of law in this Purchase Agreement including without limitation, those dealing with Equal Employment Opportunity, Employment of Veterans, Employment of the Handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises, Utilization of Women-Owned Business Concerns (Executive Order 12138), and the related Acts and Executive Orders as now or hereafter amended or codified. Seller represents and warrants that the goods will be produced in compliance with requirements of the Fair Labor Standards Act of 1938 as amended.
- 18. SEVERABILITY.** If any provision of this agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall continue to be valid and enforceable. Such provision shall continue to be valid and enforceable in any other jurisdiction.
- 19. ENTIRE AGREEMENT.** This agreement and all exhibits, schedules, attachments, and the like referred to herein constitute the entire agreement between the parties hereto, and fully supersedes all prior

agreements and understandings between the parties pertaining to the subject matter hereof. The terms of this agreement may not be varied, supplemented or amended by any document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Seller and Buyer.

- 20. NATURE OF RELATIONSHIP.** This Purchase Agreement does not create a partnership relationship. Seller does not have the authority to enter into contracts on Buyer's behalf, nor may Seller represent, explicitly or implicitly, that Seller has the authority to assume or create obligations on Buyer's behalf. No joint-venture, agency, partnership, employer/employee, or similar relationship is created by this Purchase Agreement.
- 21. ASSIGNMENT.** Seller may not assign its rights, interests, or obligations under this Purchase Agreement to any other person, except by operation of law, without the prior written consent of Buyer, which consent shall not be unreasonably withheld by Buyer. Any purported assignment in contravention of this Purchase Agreement shall be void.
- 22. EXECUTION.** This Purchase Agreement may be executed in parts and counterparts, each of which constitute an original and all of which, taken together, represent one Purchase Agreement. Signatures may be made electronically. A copy of this Purchase Agreement shall be valid as an original.

The parties hereby acknowledge and agree to the terms of this Purchase Agreement as of the date written above.

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
JANUARY 14th, 2025
5:00PM at Town Hall
Draft Minutes**

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

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

Public Present: Jeremiah Wendt (WWTP Presentation), Lois Carlson, Hilary Nelson, Paul Brummer, John Carlson, Jim Peters, Zach Montage, Evan Erickson Sr, Michael Childers, Katie Sanders (via zoom), Michael Kutcha (via zoom), Katey Abbott (via zoom)

Call to Order: at 5:00pm

I. Public Comment A*

Paul Brummer made a comment about the purchase of a new snowplow. John Carlson commented on the ESB solar grid and the questions he asked about 3 weeks ago. He stated the second question was not directly answered about how the current solar grids in were doing.

Motion to move "V. Letter B and IV B to follow public comment, S. Brenna/M. Anderson, 4 Ayes, Motion Carried.

V. Town Hall Administration

B. Discussion of funding options for the relocation of the RV disposal site/Presentation by Jeremiah Wendt of SHE:

Jeremiah Wendt of SHE distributed a memorandum of funding options for the Wastewater Treatment Plant Project/Relocation of RV disposal site to the Town Board members. He presented several funding sources and suggested to Town Board write a letter of support as part of the first steps of this project. No action was taken at this time. The Town agreed to put approval of a letter of support on the next agenda.

IV. Committees

B. Affordable Housing Advisory Committee

1. Presentation on Housing Development:

Katie Sanders, AHAC Chair, presented the current new housing development. The Affordable Housing Advisory Committee is requesting a 3-year option to develop workforce housing on land between the ESB and MRF (Parcel #014-00199-0000), which is owned by the Town. The Committee is researching a variety of construction options, financing opportunities, and management models. No money from the Town is involved at this time.

Motion to approve a 3-year commitment as a tool to move forward on the project, G. Carlson/S. Brenna, 4 Ayes, Motion Carried.

II. Administrative Reports

- A. Town Administrator's Report: No report presented.
- B. Public Works Director's Report: Prepared by Pete Wiggins.
- C. MRF Supervisor's Report: Prepared by Evan Erickson.
- D. Airport Manager's Report: Prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer.
- F. Accounting Report: No report presented.
- G. Police Chief's Report: Prepared by William Defoe.
- H. Fire Chief's Report: Prepared by Rick Reichkitzer.
- I. Ambulance Director's Report

III. Public Works

A. Roads, Dock and Harbor

1. Approve RFB for tree removal:

Motion to approve the RFB publishing for dead tree removal around the Winter Transportation Building, M. Anderson/S. Brenna, 4 Ayes. Motion Carried.

2. 2024 Auction Update:

MRF Supervisor Interim, Evan Erickson, prepared and discussed the updates on the 2024 Auctions items and mentioned a possible 2025 Spring Auction.

3. Purchase Order for snowplow:

Motion to approve the purchase order for a snowplow in the amount of \$10,461, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

B. Parks

1. Approve Seasonal Parks Job Posting:

Motion to approve the season parks job posting for 2025, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

2. Tennis Court Resurfacing:

Ken Myhre is looking into the resurfacing of the Town's tennis court. He has received a quote for about \$40,000. He is confident that half of the funding could be raised, leaving the remaining balance to be covered by the Town. The Town Board came to a consensus for Ken, the Public Works Director, and Town Administrator to further explore the project.

IV. Committees

A. Planning and Zoning

1. Certified Survey Map for Parcel 014-00045-1400:

Motion to approve the CSM parcel #014-00045-1400, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

B. Affordable Housing Advisory Committee

1. Presentation on Housing Development: This item was moved to the beginning of the meeting, please see after public comment for details.

V. Town Hall Administration

A. Discussion of Treasurer position:

The Town Board discussed the current Treasurer situation. There is a gap from February to the beginning of April (before the election). There were two applicants that applied for the temporary position. However, both of them are running in the April election,

which is a conflict of interest. Melissa is able to train someone up until April but after that she will not be able to. The Town Board came to a consensus and decided that Melissa will train Jamie Murray (payroll coordinator) as Treasurer starting in February. Jamie will then train in the newly elected Treasurer in April.

B. Discussion of funding options for the relocation of the RV disposal site/Presentation by Jeremiah Wendt of SHE:

This item was moved to the beginning of the meeting, please see after public comment for details.

C. Treasurer's Report for November:

Motion to approve the Treasurer's Report for November as presented, A. Baxter/S. Brenna, 4 Ayes, Motion Carried.

VI. Vouchers

A. Town of La Pointe:

Motion to approve the town vouchers in the amount of \$100,456.95, M. Anderson/A. Baxter, 4 Ayes, Motion Carried.

VII. Minutes

A. Regular Town Board Meeting – December 19th, 2024

B. Special Town Board Meeting – December 26th, 2024

C. Public Hearing for Airport Petition – January 6th, 2025

D. Special Town Board Meeting – January 6th, 2025

Motion to approve the minutes from 12/19, 12/26, 1/6 as submitted, S. Brenna/A. Baxter, 4 Ayes, Motion Carried.

VIII. Emergency Services: Noting to report at this time.

IX. Public Comment B:**

Paul Brummer suggested selling the old snowplow to buy a new one during the appropriate season, preferably next fall/early winter.

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

XI. Lawsuits & Legal Issues

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with 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. Nothing new to discuss at this time.

XII. New Agenda Items for Future Meetings

Ambulance Support Discussion

Minutes

WWTP Support Letter

Appointment to AHAC

Clerical Job Compensation

XIII. Adjourn: Motion to adjourn, S. Brenna/A. Baxter, 4 Ayes, Motion Carried. 5:55pm

Submitted by Town Clerk, Alex Smith.

**Bid Notice for Dust Abatement
Town of La Pointe**

The Town of La Pointe, Wisconsin, is requesting bids for dust abatement on gravel roads in the Town in 2025. Bidder shall supply:

- Pricing to treat 14 miles of gravel road (typical width: 18 feet) with magnesium chloride flakes
- Description of product and quantity proposed
- Details of what is included in pricing
 - If pricing does not include ferry fees, an estimate of how many trips are required to deliver product on ferry
- Application (including whether by vendor crew or Town crew)

Please mail or deliver bids in an envelope marked "Dust Abatement" to: Alex Smith, Town Clerk, 240 Big Bay Road, La Pointe, WI 54850. **Bids must be received by 4:00 p.m. on Monday March 10th, 2025**, and will be opened at 5:00 p.m. on Tuesday March 26th, 2024, at the La Pointe Town Hall.

For more information, please call 715-747-6855.

The Town of La Pointe reserves the right to refuse any or all bids.

DRAFT

RECEIVED

initial dg

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

Zoning Report 1/31/2025

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

ZONING REPORT 1/31/2025

Building/Land Use Permits	2025		2024	
	Value	Number	Value	Number
County	\$350.00	2	\$500.00	1
Town	\$110.00	1	\$438.30	2
Total	\$460.00	3	\$938.00	3

Town Revenue (2025 to date)		Town Revenue (through 1/31/24)	
Permits	\$110.00	Permits	\$438.30
Variance	0	Variance	0
CSM	0	CSM	\$0
Special exception	0	Special exception	\$0
CUP	0	CUP	0
Map Change	0	Map Change	0
Total	\$110.00	Total	\$438.30

Vacation Rental Permits	2025 (to date)		Through 1/31/2024	
	Permits	Revenue	Permits	Revenue
Rentals by owner	2	\$700.00	0	\$0
Madeline Island Vacations	0	0	0	\$0
The Inn on Madeline Island	0	0	0	\$0
Total rental properties	2	\$700.00	0	\$0

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.

Letters were mailed to all property owners of Vacation rentals reminding them to renew their permit.

RECEIVED

FEB 4 2025

Initial: dg

Zoning Report 1/31/2025

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

DATE	SANITARY PERMIT #	COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	Parcel number 014	PROJECT TYPE	TOWN FEE	COUNTY FEE
1/9/2025			2025-01	James Almendinger	633	Spruce Ln	00003-0500	Accessory	\$ 110.00	
1/28/2025		9233		Farmhouse Inn	852	Main St.	00470-0800	Solar		\$ 175.00
1/28/2025		9234		Farmhouse LLC	284	Middle Rd	00438-0100	Solar		\$ 175.00

Respectfully submitted,

Ed Schaffer
Zoning Administrator

January 2025 Public Works Report

January has brought us less than average snowfall this year which has given us more time to make much needed repairs to our fleet and equipment.

The Roads Crew has plowed a total of 9 days this month and sanded County H, Town roads, and lots as needed. Our part-time plow drivers Karen Thomas and Tyler Andreas have been a huge help this season filling in as needed for snow events.

Our mechanic has been extremely busy in the shop maintaining and repairing our fleet and equipment.

Roads

- Plowing: Roads Crew has plowed 9 days in January and spread approximately 40 yards of our 10% salt to sand mix.

Ice Road / Approach

- Knocked down ice ridge on Griggs and Obrien's approach in the 120 excavator.
- Flooded Bayfield and Island approaches in conjunction with Nelson Construction.
- Evan and Evan set up Christmas trees from Bayfield to the Island.

Parks

- Roads Crew has kept trail heads and parks parking areas open to the public as usual.
- The Fire Department has done some flooding at the skating rink, but this is weather dependent.
- Parks positions have been posted for the 2025 season, and we have already received some applications.

Equipment / Fleet

- 01 GMC 3500 steering and suspension parts replacement.
- 04 Chevy 2500 exhaust manifolds replaced, steering and suspension part replaced.
- 05 Sterling 5-yard Dump Truck fuel tank replaced. The inside of the original fuel tank was painted and began flaking off clogging the fuel system. We had removed the tank a year ago, cut it open and removed what paint we could but were unable to remove all of it.
- 120 excavator belt tensioner and idler pulley replaced.
- Replaced batteries in several pieces of equipment.
- Roll-Off truck, also known as Woodstock, repaired HVAC components.
- Replaced bulk diesel tank pump.

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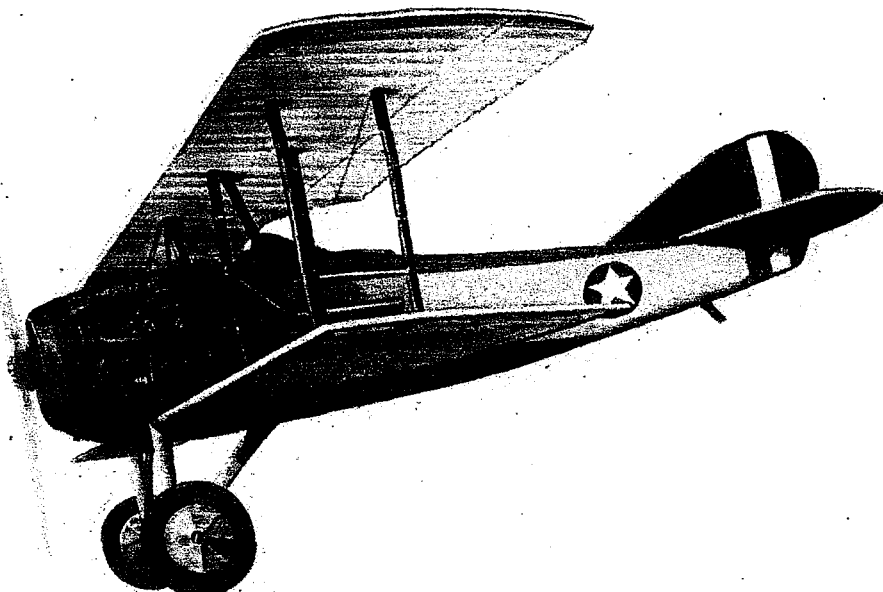
Initial _____

Facilities

- Flooding in the basement of the library due to a frozen sewer line. Ray and Evan were able to thaw it out and add insulation where needed to the basement.
- ESB maintenance to furnace and other systems is constant.
- Town Hall flooring repairs.
- Big Bay Town Park office is monitored regularly.

Respectfully submitted,
Pete Wiggins, Public Works Director.

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 02/03/2025

Re: Monthly report for January 2025

During the month of December our airport was issue free.

Drop box receipts:	\$0.00
Traffic, flight plan:	02
Traffic, sign in	02
NOTAMS	06

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
Covers + (3)

RECEIVED

Initial day

January 2025 Traffic count and revenue log / checklist

Drop box receipts \$ 0.00

The following filed flight plans:

01/23 N192AF

01/30 N747WM

For additional traffic see sign in sheet(s)

01/06					
01/04	1	P	KDYT		
	3/2	B/P	KSGS		Angel Delivery

01/25 sign in (1)
 01/25 sign in (1)

Available Reports		6 total records!		
Reference...	NOTAM N...	NOTAM Text	Designator	Rt
Civil Airport Coordination Report	75052854	01/220	IGRB 01/220 4R5 RWY 04 FICON 3/3/3 100 PCT 3IN DRY SN OBS AT 2501121629. 2501121629-25011...	4R5 Pa
Civil Airport NOTAM Report	75179264	01/409	IGRB 01/409 4R5 RWY 22 FICON 3/3/3 100 PCT 1IN DRY SN OBS AT 2501201602. 2501201603-25012...	4R5 Pa
gAirportCounts	75195522	01/417	IGRB 01/417 4R5 RWY 04/22 WIP SN REMOVAL 2501211612-2501211811	4R5 Pa
xUserEmails	75234604	01/477	IGRB 01/477 4R5 RWY 22 FICON 3/3/3 100 PCT 1IN DRY SN OBS AT 2501231709. 2501231709-25012...	4R5 Pa
	75253354	01/495	IGRB 01/495 4R5 RWY 22 FICON 3/3/3 80 PCT COMPACTED SN OBS AT 2501241906. 2501241906-2...	4R5 Pa
	75298850	01/551	IGRB 01/551 4R5 RWY 22 FICON 3/3/3 100 PCT 1/2IN DRY SN OBS AT 2501281510. 2501281510-250...	4R5 Pa

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	01/01/2025
Date Range (End)	01/31/2025

01/25 NOTAM

Town of La Pointe

Request for Bid for Trash Compactor Replacement

The Town of LaPointe Materials Recycling Facility (MRF) is seeking bid for the replacement of its **C-200** compactor located at the 342 Big Bay Road, LaPointe, WI 54850.

Requirements:

- Must provide proof of valid comprehensive and liability insurance
- Remove the C-200 compactor located on the Northwest side of the MRF facility. This compactor will be staying on site
- Install a new 2 yard compactor able to load 40 yard compactor boxes
- Install new 80+100 percent light
- Install new remote pendant control, 15ft
- Remote pressure gauge next to controller, 15ft
- Driver Station/Jog Control remote pendant
- Oil heater
- Stationary receiver guide 60"
- Ground feed left and right side load hopper
- Contractor is responsible for all transport cost to Madeline Island
- The MRF is open Monday, Wednesday and Saturday. The project must be done on a day the facility is not open
- The project must be completed by June 30th 2025

Please mail or deliver bids in an envelope marked "2025 MRF Compactor Replacement" to: Alex Smith, Town Clerk, 240 Big Bay Road, LaPointe, WI 54850. Bids must be received by **4:00pm Monday, March 10th, 2025.**

For more information, please contact the MRF Supervisor at 715-209-8626 or recyclingsupervisor@townoflapointewi.gov

The Town of LaPointe reserves the right to refuse any or all bids

RECEIVED
MARCH 10 2025

Initial _____

January 2025 MRF Report

It has been another month here at the MRF, cleaning up the facility and keeping things moving. With a potential boat shut down looming with the cold stretch of weather we had mid-January, we worked on moving as much material out of the MRF to make sure that we had enough storage to get through a month or two of no boats. So far, a shutdown does not look promising, but if it happens, we are ready.

During the month of January, we worked at figuring out the new billing process. I sat down with Liz and had a short meeting with Nicole. Nicole informed us that the new billing process is non-issue, and that the only step we need to take is adding the total of all the invoices into workhorse, and not the individual invoices. With that, at the end of the month, we sent out the January invoices through Square. The amount of time that it took to send all the invoices was less than the amount of time that we would take for us to prepare the monthly charges and send them to Town Hall. This new process will save a lot of time for both MRF and Town Hall staff, especially in the busy season.

One of the exciting developments at the MRF is working at disposing of the 11b propane tanks. During the summertime, we receive a ton of these little tanks from the visitors here on the island, and there is no easy way of disposing them. Right now, we are sitting on about 5 full gaylords full of these pesty little tanks. We cannot simply dispose of them into scrap metal because they still have some propane in them. Thanks to a suggestion by a customer, and the wonderful craftsmanship by Ray, we now have a custom-built propane evacuation bench. Once we get the propane out of the tanks, we can crush them and send them into scrap metal.

We have started to work on getting things ready here at the MRF for the summer of 2025. To make sure that our most important equipment, the garbage compactors, are ready we have scheduled to have them serviced in May. This contractor has also agreed to let our new mechanic Matt join in on the annual service to learn how these compactors work. This will be big in the event of a breakdown. Currently if something happens to our compactors, we must have a service technician come from the Green Bay area, which costs us a lot in travel time. By learning these systems, Matt should be able to help us cut out those costs if something simple is wrong with these compactors.

Last year during our service, the technician recommended that we replace our oldest compactor, because it is near the end of its lifespan. Because of this, we budgeted for a new compactor in 2025. This compactor still works, and after a discussion we decided to keep the old compactor. In 2026 we will probably budget to have this old compactor set up and usable. This compactor would become the primary compactor for single stream recycling material, and a backup to the solid waste compactors. Alex will be working on putting together an RFB for this project and will hopefully be approved in a meeting in February. We would like to have the new compactor in place before June 30th 2025.

RECEIVED

FEB 3 2025

Initial: dg

Overall it has been a good month here at the MRF. I would like to thank Micheal for all the work he does at keeping material moving off the island.

Financials and Other Data:

Sales

Demo: \$5,149

Electronics: \$30

Punch Cards: \$380

Solid Waste: \$2,799

Admin Fee: \$140.24

Total: \$8,498.24

MRF Card Discounts: (\$328.75)

Card Fees (\$25.82)

Total: (\$354.57)

Net Sales \$8,143.67

Payment methods:

Cash 62.58%

House Account 20.28%

MRF Card 8.86%

Credit Card 8.27%

2025 Bailing numbers

Date	Material	Weight
1/15/2025	Cardboard	1066
1/15/2025	Aluminum	514
1/27/2025	Cardboard	1150
1/27/2025	Tin	776

Trucking Tracking Spreadsheet

Date	Vehicle	Material	Employee	Number of Hours	Equipment Cost	Labor Cost	Number of Tons	Cost per Ton	Pico per Ton	Tipping Fees	Recycling Inco	Ferry Fees	Fuel	Other Fees	Total Cost of Hours
1/2/2025	Woodstock	Demo	Michael Haben	3.5	272.16	388.8	124.11	3.16	88.20				278.00		1,131.15
1/15/2025	Woodstock	Demo	Michael Haben	5	388.8	388.8	177.3	7.21	88.20				283.00		1,485.02
1/17/2025	Woodstock	Solid Waste	Michael Haben	4.5	348.92	348.92	159.57	9	88.20				307.00	154.43	1,784.72
1/20/2025	Woodstock	Demo	Michael Haben	4	311.04	311.04	141.64	6.03	88.20				291.00		1,275.73
1/22/2025	Woodstock	Demo	Michael Haben	5	388.8	388.8	177.3	7.36	88.20				283.00		1,498.25
1/23/2025	Woodstock	Scrap Metal	Michael Haben	5.5	427.88	427.88	195.03	7.82	100.00		782.00		283.00	171.11	294.82
6.00				27.50	2,138.40	2,138.40	975.15	42.60			3,067.60		1,725.00	325.54	7,449.69

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 2nd, 2025
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross, Jay Wiltz

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

Public Present: John Carlson, Elizabeth Ellis, Robin Trinko-Russell

1. Call to Order: Call to Order: Meeting called to order by Z. Montagne at 9:00am.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A*:
 - a. Z. Montagne read four public comments regarding the ferry schedule. See attached.
 - b. Z. Montagne noted that the current schedule that was due to end January 2nd will run through the 10th of January.
 - c. E. Erickson thanked the crew who worked during the holidays.
 - d. J. Carlson asked about budget reports.
 - e. R. Trinko-Russell asked about students who are homeschooled or open enrolled (not enrolled in Bayfield School District) and their ferry ridership.
4. Marketing Communications Committee Updates – Lee Baker: M. Collins noted the website is in progress with the Marketing/Communications committee. The website will include data regarding budgets, profit/loss, and other operations data. Hope to launch in one month.
5. Minutes – 12/18/24: Motion by G. Carlson to approve the minutes as presented, seconded by S. Widmar, no discussion, all in favor, motion carried.
6. Review of Cvikota Ambulance Billing Contract: Sarah Schram (Ambulance Director) and Cvikota are set to meet. Will wait for further information after meeting to continue discussion.
7. Chief Administrative Officer Report – Katie Kisner: Motion by Z. Montagne to put the CAO report on file, seconded by E. Erickson, all in favor, motion carried.
8. January 2025-Freeze Up Schedule Discussion: Question of 6:45am boat leaving Bayfield and keeping the 5pm Monday-Friday. C. Linehan notes one of the biggest concerns is ice on the docks and boats.

9. Update on Wisconsin Surplus Auction: E. Erickson informed the Commission the auction ends 1/3/25 at 10:30am. Another auction will be planned for the spring. Motion by Z. Montagne to sell the fridge truck for minimum of \$20,000, seconded by G. Carlson, all in favor, motion carried.
10. Approval of Bills: Motion by E. Erickson to approve the bills in the amount of \$66,597.80, seconded by Z. Montagne, all in favor, motion carried.
11. Review of MIFL Management Contract: Motion by E. Erickson to move item #11 to after item #14: Public Comment B.

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

12. Future Agenda Items: Homeschooled/Open Enrolled Student Ridership, Holding Boat Protocol, Final Update on WI Surplus Auction, 2025 Tariffs, Marketing/Communications Update, 2025 Schedule Discussion, Ambulance Billing.
13. Meeting Dates: Wednesday, January 8th, 2025, at 9am.
14. Public Comment B**:
 - a. E. Ellis commented on fluctuating ferry rates and the difficulties it presents for budgeting purposes.
 - b. J. Carlson commented on boats running through the ice, and summer versus winter tariffs.
 - c. L. Burtaux noted that the current tariff schedule is posted on the Town's website, and any budget report is available by public records request.

#11: Motion by E. Erickson to go into closed session to discuss the MIFL Management Contract, seconded by Z. Montagne, roll call vote, 6 ayes, motion carried. Meeting in closed session at 10:02am.

Motion by G. Carlson to go back into open session, seconded by M. Collins, all in favor, motion carried. Meeting back in open session at 10:36am.

15. Adjourn: Motion by E. Erickson to adjourn, seconded by Z. Montagne, all in favor, meeting adjourned at 10:37am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 16th, 2025, L. Burtaux.

1/2/25 Harbor Commission Public Comment #3a.

Lauren Burtaux

From: Alex Smith
Sent: Monday, December 30, 2024 7:39 PM
To: Zach Montagne; Katie Kisner; Lauren Burtaux
Subject: Fw: New Submission: Contact Form

Just saw this in my other email from the website, so it sometimes gets lost in my emails. Apologies for not seeing this sooner but wanted to forward this along

Thanks,
Alex .

From: Website <noreply@jbtowns.com>
Sent: Sunday, December 29, 2024 3:56 PM
To: Alex Smith <clerk@townoflapointewi.gov>
Subject: New Submission: Contact Form

New Contact Form Submission

Date Submitted	12/29/2024 3:56pm
First Name	Elizabeth
Last Name	Elizabeth
Company Name	
Phone	(612) 280-9410
E-mail Address	melizabethellis@gmail.com
Contact Method	Phone

To the Harbor Commission: Please read aloud and respond with results of this request.

As A full time Island resident and employee on the mainland, I'm dependent on the 5pm transport from the mainland home Monday-Friday. I work full time ,Monday-Friday, 8am-4:30pm and regularly take the 5pm ferry home. I was surprised to see, as of January 3rd, that the last boat to the Island Monday-Thursday is at 4:00pm and Friday at 5pm.. This schedule change would require me to loose 1hr. of work Monday-Thursday AND require use of 4 hrs of GL (General Leave) weekly. This proposed schedule is unrealistic and insensitive to families working full time jobs on the mainland. This puts an extreme hardship for those who currently and/or hope to live on Madeline Island .How do you expect families to live on the Island and pay the

Comments

continuous increase cost of Ferry passage if the ferry schedule restricts them from working in order to do so. Requesting the schedule be revised to last boat Monday-Friday at 5pm. Please address this issue immediately as this schedule change will impact the financial stability of all who work full time jobs on the mainland. Please contact me as soon as possible with this issue resolved.
Elizabeth Ellis

i/2/25 Harbor Commission Public Comment #3a.

Lauren Burtaux

From: Alex Smith
Sent: Friday, December 20, 2024 2:34 PM
To: Katie Kisner; Zach Montagne; Lauren Burtaux
Subject: Fw: For Harbor Commission

From: Honey Dale <honeydale@gmail.com>
Sent: Friday, December 20, 2024 12:42:58 PM
To: Alex Smith <clerk@townoflapointewi.gov>
Subject: For Harbor Commission

Greetings, hope this is a good way to contact you. This is your one and only local postal worker asking for some consideration as you decide on upcoming ferry schedules.

In terms of the Saturday schedule, the PO closes at 12:45 and currently the next boat to the mainland is 2:30 so a bit of a wait for me on what is my potentially somewhat shorter day. Please consider a trip closer to 1:00 if possible.

Thanks for your time!

Honey Dale

1/2/25 Harbor Commission Public Comment #3a.

Lauren Burtaux

From: Katie Kisner
Sent: Tuesday, December 31, 2024 9:19 AM
To: Lauren Burtaux; Zach Montagne
Subject: Fw: Policy questions

I just received this as well. Should it be added to the public comment?

Katie Kisner
Chief Administrative Officer
Town of La Pointe Harbor Commission
(919)819-1522

From: Stu Baker <remotestartguy@gmail.com>
Sent: Tuesday, December 31, 2024 8:54:17 AM
To: Katie Kisner <harborstaff@townoflapointewi.gov>
Subject: Policy questions

Hello,

Today is the second time in about six months that the ferry has turned around for late passengers.

First time, we were leaving Bayfield and clear of the break wall, when the boat went back for one truck. When I asked the crew how to get on the VIP list for back to dock treatment. I was told "There is only one Cedric".

Then again today on first boat leaving the island. Untied and on way to come back for two cars that were not at the dock when boat tied back up. Putting pressure on the timeline to get to Superior for scheduled surgery.

This is frustrating given the following experiences also occurred in 2024.

Boat was full of cars, left before scheduled time by over ten minutes. We were walking on and we're late for our appointment after waiting for next boat.

Was walking to the boat (island side) and they raised the ramp once my foot hit the wood ramp. Yes maybe 20ft from the boat. Wait for the next one.

Slept in vehicle at dock in Bayfield. Last boat was still inside the break wall when I pulled up to the ramp. Did not come back for me.

Took first boat from Bayfield (incurred hotel stay, could not make last boat day before by 1 hour). Had a meeting for work at 815am. Need to be home to take it. Boat is seemingly waiting for someone as it's 710, we're loaded but not moving. 715 we are told to move our vehicle to a different spot on deck. A few more vehicles were loaded and we left close to 720. I was late to the meeting. This makes me feel like whoever we were waiting for, their time is more important than mine to MIFL or MIFL LLC. Who is deciding who's

time is more important than others? Is it the same person that is imposing their "sin tax" and stealing from my family? Maybe, maybe not.

Perhaps I do not understand the rules and processes correctly. These are being perceived as non linear applications of whatever policy is. I understand the lake and weather are uncontrollable factors and tried to only use fair weather examples.

Lastly, please consider a sub compact vehicle rate. 8.8ft long being charged as a 16ft vehicle currently.

Thank you for your time.

Martin Novak

TOWN OF LA POINTE
Board of Harbor Commissioners
WEDNESDAY January 8th, 2025
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross, Jay Wiltz

Staff Present: Katie Kisner, Chief Administrative Officer

Public Present: Charley Brummer, John Carlson, Robin Trinko-Russell, Cal Linehan, Kaite Bartyn (La Pointe School Teacher), Paul Brummer

1. Call to Order: Meeting called to order by Z. Montagne at 9:00am.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A*:
 - a. Kaite Bartyn commented that the new ferry schedule adds an hour a day above her contract with the Bayfield School District. She also commented on the departure time and that it makes it difficult for the special teachers to get to and from the Island School.
 - b. John Carlson commented on the ferry schedule and how it affects folks working on the mainland.
 - c. Paul Brummer requested the Harbor Commission meetings be held in the evenings. He commented on a documentary
 - d. Robin Trinko Russell noted that there have been a lot of calls regarding summer schedule and tariffs. She stated three students have picked up their ferry passes.
4. Minutes – 1/2/25: Tabled.
5. Chief Administrative Officer Report – Katie Kisner: Discussion on Bayfield School District/MIFL contract regarding student ridership and passes, public records requests. Motion by Z. Montagne to put the CAO report on file, seconded by S. Widmar, all in favor, motion carried.
6. January 2025-Freeze Up Schedule Discussion: Question of why the changes of the schedule. Discussion regarding ice, changes in weather conditions, and the conditions of boats. Conclusion to keep the schedule as is for the upcoming weeks, as the ice thickens, this will likely change.
7. Update on Wisconsin Surplus Auction: E. Erickson noted the fridge truck did not sell. Both trailers sold. The Public Works Department will plan another auction in the spring, and they will try to reacquire the fridge truck at that time.

8. Discussion on Students Not in Bayfield School District Ferry Ridership: Motion by G. Carlson for K. Kisner to work with MIFL, LLC to form a letter for non-student Bayfield transportation, seconded by M. Collins, all in favor, motion carried.
9. 2025 Tariffs: E. Erickson made a spreadsheet with all tariffs and potential new adjustments, and increased percentages for 2025. Discussions will continue on this topic.
10. Compensation Resolution 2025: Motion by ___ to approve Resolution #2025-0108 as presented, seconded by ___, all in favor, motion carried.
11. Discussion on Protocol for Holding Boats: Discussion on the circumstances for each instance and that it is unique. This is and will continue to be at the discretion of the captain and crew working.
12. Winter Transportation 2024-25 Cooperative Agreement: Motion by G. Carlson to approve, seconded by E. Erickson, all in favor, motion carried.
13. Approval of Bills: None.
14. Review of MIFL Management Contract: Nothing.

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.

15. Future Agenda Items: Marketing Committee Update, 2025 Tariffs, 2025 Schedule.
16. Meeting Dates: Thursday, January 16th, 2025, at 9am.
17. Public Comment B**: None.
18. Adjourn: Motion by Z. Montagne to adjourn, seconded by G. Carlson, all in favor, motion carried. Meeting adjourned at 10:26am.

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary (Minutes taken from Zoom recording).

Minutes approved as presented on Thursday, January 16th, 2025, L. Burtaux.

TOWN OF LA POINTE
Board of Harbor Commissioners
THURSDAY January 16th, 2025
9:00 a.m. at Town Hall and via Zoom
Approved Minutes

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

Commissioners Absent: Pete Ross

Staff Present: Katie Kisner, Chief Administrative Officer, Lauren Burtaux (via Zoom)

Public Present: John Carlson, Robin Trinko-Russell, Cal Linehan, Joel Davies

1. Call to Order: Meeting called to order by Z. Montagne at 9:05am.
2. Roll Call: All members, staff and public present as listed above.
3. Public Comment A*:
 - a. John Carlson noted that the freight building closed early with no notice.
 - b. Joel Davies stated he attended the meeting to be more informed.
 - c. Glenn Carlson referenced an email from the Bayfield School Chaperone for the ferry, Jackie Noha, and apologized for any miscommunications regarding the new contract with the school.
4. Minutes – 1/2/25 & 1/8/25: Motion by M. Collins to approve the minutes as presented, seconded by G. Carlson, all in favor, motion carried.
5. Chief Administrative Officer Report – Katie Kisner: Motion by E. Erickson to put the report on file, seconded by S. Widmar, all in favor, motion carried.
6. 2025 Tariffs: Discussion that revenues and numbers breakdown need more review before finalizing tariffs.
7. 2025 Schedule Discussion: Conversation regarding immediate upcoming schedule which will include implementing the first boat departing Bayfield at 6:45am, adding 7pm Monday-Friday September 2nd – December 15th on printed schedule. Discussion will continue.
8. Approval of Bills: Motion by Z. Montagne to approve the bills in the amount of \$191,729.69, seconded by G. Carlson, all in favor, motion carried.
9. Review of MIFL Management Contract: Motion by Z. Montagne to move item #9 to after #12: Public Comment B., seconded by M. Collins, all in favor, motion carried.

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

10. Future Agenda Items: Tariffs, Schedule, Schedule Updates.

11. Meeting Dates: Thursday, January 30th at 8am.
12. Public Comment B**:
 - a. Evan Erickson requests moving the meetings to 4 or 5pm, or at 8am.
 - b. Glenn Carlson informed the commission that Sean Duffy has become the Secretary of Transportation, in which Senator Tammy Baldwin, of Wisconsin, sits on the committee.

#9: Motion by G. Carlson to go into closed session review the MIFL Management Contract, seconded by M. Collins, 6 ayes, motion carried and in closed session at 9:57am.

Motion by G. Carlson to come out of closed session, seconded by E. Erickson, all in favor, motion carried and out of closed session at 10:58am.

13. Adjourn: Motion by E. Erickson to adjourn, seconded by S. Widmar, all in favor, motion carried. Meeting adjourned at 10:59am

Respectfully submitted by Lauren Burtaux, Harbor Commission Secretary.
Minutes approved as presented on Thursday, January 30th, 2025, L. Burtaux.

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

FIRE CHIEF'S REPORT

FEB. 10, 2025

Training:

In January we had a joint training exercise with La Pointe Fire and the EMS. We ran through scenarios of vehicle extraction where an accident has occurred, and occupants are trapped inside. The Fire Department has a Genesis extraction tool known as the "jaws of life". These tools are battery operated and very effective. The last time we used this tool it was to save a young man's life after an accident near Town Park. Without the tool, proper training to use it as well as the assistance of the EMT's this accident could have been much worse. At this call the newer EMT's were amazed that we had this extraction tool and were able to use it effectively. This training session in January was valuable and will pay off going forward. A big thank you to the MIRF for letting us train with old vehicles waiting for disposal.

Ice Rescue:

Every winter our FD focuses on training for ice rescue. So far this winter we have responded to two calls from the Ashland/Bayfield Dispatch Center for possible ice rescue events. These calls were on the heels of the snowmobile driver found deceased in open water in Ashland's jurisdiction. The day before this tragedy there was a large multijurisdictional training session run by the Coast Guard. Ashland Fire, Washburn Fire, Bayfield and Red Cliff fire as well as our own department participated.

The following week we responded to a call involving a report that an ice skater had gone through the ice. Both Lake Assault sleds responded to the call which was determined to be a false alarm.

RECEIVED

Initial dg

Several fire department personnel are awaiting certification by Windsled Inc. so that these two sleds could be operated by the FD used for rescue missions if needed. In the meantime, the Fire Department will continue to use their own ice rescue "Husky" windsled.

We are proud of our elite, well trained ice rescue team and certified instructor, Joseph Wiltz. The rules for joining ice rescue are strict. First, you must be a member in good standing of the FD, then you need to be trained and certified by our instructor.

Be Safe,

Chief Reichkitzer

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

TOWN OF LA POINTE
CERTIFIED SURVY MAP APPLICATION

RECEIVED _____

TAX PARCEL # 014-00005-0200

ZONING DISTRICT: W-P W-1 R-1 R-2 R-3 S-1 S-2 C-1 L-Z
(circle all that apply)

LAND DESCRIPTION WEST PART OF N. 600' OF GOV'T LOT 4, SEC. 5, T49N, R3W

PROPERTY OWNER(S):
MAILING ADDRESS:
DAYTIME PHONE:

TAX PARCEL # 014-00005-0212

ZONING DISTRICT: W-P R-1 R-2 R-3 S-1 S-2 C-1 L-Z
(circle all that apply)

LAND DESCRIPTION LOT 12 OF CSM # 381

PROPERTY OWNER(S): <u>Patrick & Joanna Mylan</u>
MAILING ADDRESS: <u>3209 33RD Ave. S. Minneapolis, MN 55406</u>
DAYTIME PHONE:

If more than two properties are involved, please attach additional ownership/contact information to this application. All property owners must sign and date this application. Application is to be completed in ink.


PLEASE DESCRIBE THE PURPOSE OF THIS CERTIFIED SURVEY MAP:

Teisberg is purchasing an approx. 120' W x 212' piece of land from Mylan. This will prevent his slope from encroaching onto the Mylan property.

"I (we) declare that with this application (including ant accompanying schedule) has been examined by me (us) and to the best of my (our) knowledge and believe it is true, correct and complete. I (we) acknowledge that I (we) am (are) responsible for the detail and accuracy of all information I (we) am (are) providing that will be relied upon by the Town Plan Commission and/or Zoning Administrator. I (we) further accept all liability which may be a result of Town Plan Commission and/or Zoning Administrator relying on the information provided in this application. I (we) agree to comply with Technical Memorandum #3 Subdivision Regulations, Ashland County Subdivision Regulations and Chapter 236 of the Wisconsin State Statutes. I (we) agree to permit officials charged with administering the Zoning Ordinance or any other authorized person to have access to the above described properties at any reasonable time for inspection"

SIGNATURE OF OWNER(S): [Signature] DATE: 1/3/25

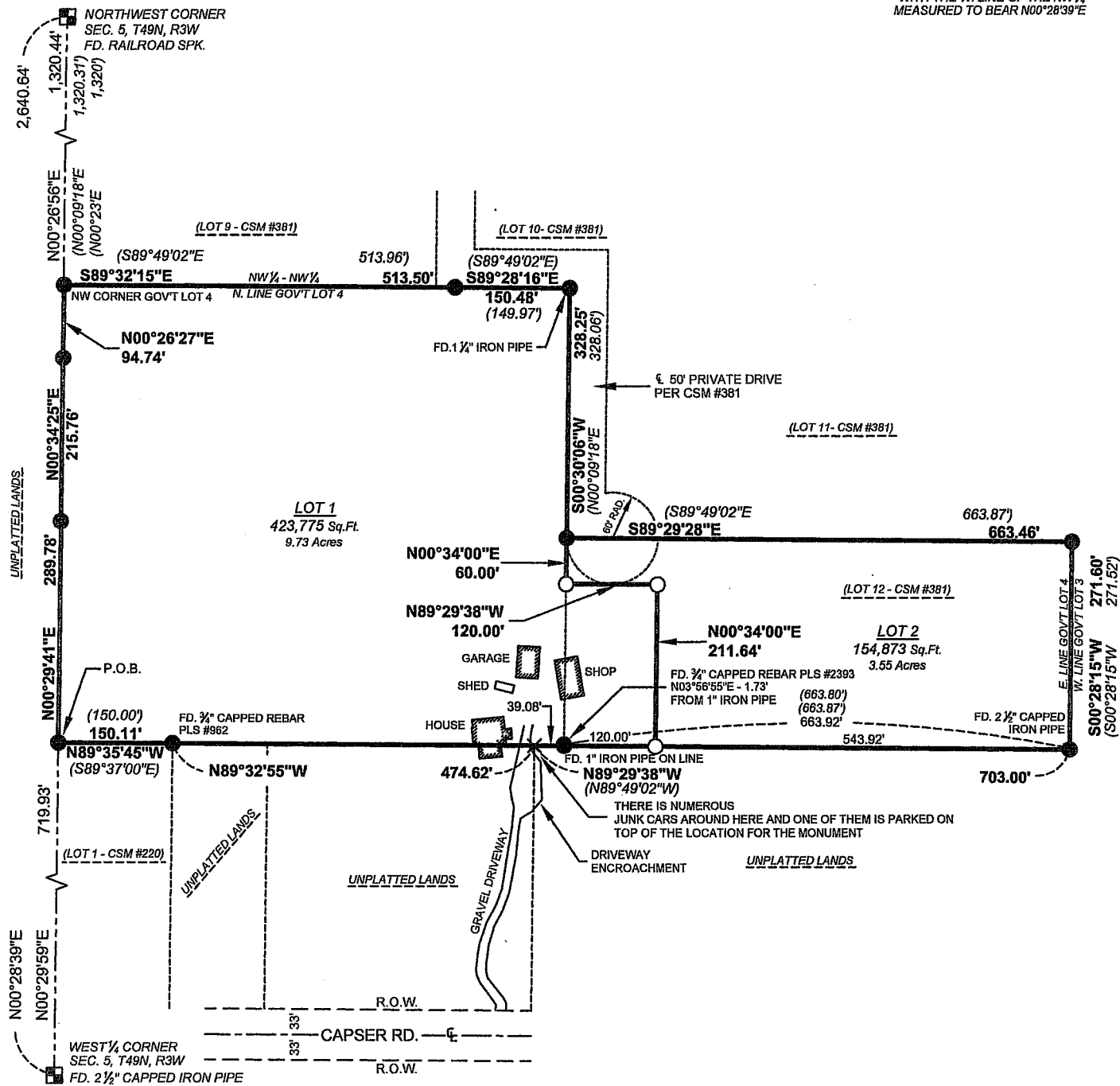
SIGNATURE OF OWNER(S): _____ DATE: _____

 THE SUBDIVIDER SHALL FILE 20 COPIES OF THE CERTIFIED SURVEY MAP (CSM) WITH THIS APPLICATION AND FEES AT LEAST 15 DAYS PRIOR TO THE MEETING OF THE LA POINTE TOWN PLAN COMMISSION. BEFORE SUBMISSION OF THE CSM, THE SUBDIVIDER IS ENCOURAGED TO CONSULT WITH THE LA POINTE PLAN COMMISSION OR THE ZONING ADMINISTRATOR REGARDING GENERAL REQUIREMENTS AFFECTING THE PROPOSED DIVISION OF PROPERTY.

SECTION 5, TOWNSHIP 49 NORTH, RANGE 3 WEST,
TOWN OF LA POINTE, ASHLAND COUNTY, WI.



BEARINGS ARE GRID BASED
WCCS - ASHLAND COUNTY - NAD83 (2011)
WITH THE W. LINE OF THE NW 1/4
MEASURED TO BEAR N00°28'39"E



LEGEND

- -SET 1"O.D. x 18" IRON PIPE WEIGHING 1.13 LBS PER LIN. FOOT
- -FD. 1" O.D. IRON PIPE (UNLESS NOTED OTHERWISE)
- () -PREVIOUSLY RECORDED AS DIMENSION
- × -CALCULATED POSITION

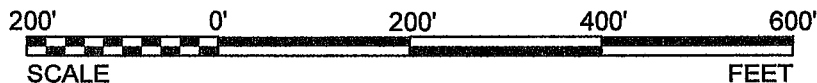
FIELDWORK COMPLETED:
12/23/24

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services
Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS
1424 1/2 Lake Shore Dr. W.
Ashland, Wisconsin
Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM
PROJECT NO. TEISBERG24 - 5 - 49 - 3
SHEET 1 OF 3 SHEETS



ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

LOT 12 OF CSM #381 RECORDED AS DOC. # 278570 WITHIN THE
ASHLAND COUNTY REGISTRY IN VOL. 2 OF CSM'S ON PG'S 323 & 324
TOGETHER WITH OTHER LANDS LOCATED IN GOV'T LOT 4, ALL
LOCATED IN GOV'T LOT 4,
SECTION 5, TOWNSHIP 49 NORTH, RANGE 3 WEST,
TOWN OF LA POINTE, ASHLAND COUNTY, WI.

Surveyor's Certificate

I, Patrick A. McKuen, Professional Land Surveyor S-2992, hereby certify that I have surveyed and mapped; Lot 12 of CSM #381 recorded as Doc. # 278570 within the Ashland County Registry in Vol. 2 of CSM's on Pg's 323 & 324 together with other lands located in Gov't Lot 4, all located in Gov't Lot 4, Section 5, Township 49 North, Range 3 West in the Town of La Pointe, Ashland County, WI more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of said section; Thence N00°29'59"E along the monumented west line of the NW $\frac{1}{4}$ of said section a distance of 719.93 feet to the Point of Beginning; Thence N00°29'41"E and continuing along said west line a distance of 289.78 feet; Thence N00°34'25"E along said west line a distance of 215.76 feet; Thence N00°26'27"E along said west line a distance of 94.74 feet to the monumented Northwest corner of Gov't Lot 4; Thence S89°32'15"E along the north line of Gov't Lot 4 a distance of 513.50 feet to the Southeast corner of Lot 9 of CSM #381; Thence S89°28'16"E and continuing along said north line of Gov't Lot 4 a distance of 150.48 feet to the Northwest corner of Lot 11 of CSM #381; Thence S00°30'06"W along the monumented west line of said Lot 11 a distance of 328.25 feet; Thence S89°29'28"E along the north line of Lot 12 a distance of 663.46 feet to the Northeast corner of said Lot 12; Thence S00°28'15"W along the east line of said Lot 12 a distance of 271.60 feet to the Southeast corner of said Lot 12; Thence N89°29'38"W along the south line of said Lot 12 a distance of 663.92 feet to the Southwest corner of said Lot 12; Thence N89°29'38"W a distance of 39.08 feet; Thence N89°32'55"W a distance of 474.62 feet; Thence N89°35'45"W a distance of 150.11 feet to the Point of Beginning.

That the above described parcel of land contains 578,648 square feet or 13.28 acres.

That I have made this map at the direction of Robert Teisberg & Joanna Mylan, OWNERS of said lands.

That said parcel is subject to any easements, restrictions and right-of-ways of record.

That I have fully complied with the provisions of Section 236.34 of Wisconsin Statutes and with the subdivision regulations of the Town of La Pointe and Ashland County in surveying, dividing and mapping said parcel.

That this map correctly and accurately depicts the exterior boundaries of said parcel and the division thereof made.

dated this _____ day of _____

Pine Ridge Land Surveying
Patrick A. McKuen
WI PLS S-2992

ASHLAND COUNTY DEPUTY SURVEYOR APPROVAL CERTIFICATE

AS ASHLAND COUNTY DEPUTY SURVEYOR, I AM APPROVING THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IN THAT IT COMPLIES WITH SECTION 236.34 OF THE WISCONSIN STATE STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATION CODE AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE.

SIGNED: _____
JASON TOWNE, ASHLAND COUNTY DEPUTY SURVEYOR

DATED THIS _____ DAY OF _____, 2025.

LOCATED IN GOV'T LOT 4,
SECTION 5, TOWNSHIP 49 NORTH, RANGE 3 WEST,
TOWN OF LA POINTE, ASHLAND COUNTY, WI.

TOWN OF LA POINTE ZONING APPROVAL CERTIFICATE

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF LA POINTE PLANNING & ZONING COMMISSION.

SIGNED: _____
ED SCHAFFER, ZONING ADMINISTRATOR

DATED THIS _____ DAY OF _____, 2025.

TOWN OF LA POINTE TOWN BOARD APPROVAL CERTIFICATE

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF LA POINTE TOWN BOARD.

SIGNED: _____
GLENN CARLSON, TOWN CHAIRMAN

DATED THIS _____ DAY OF _____, 2025.

Pine Ridge Land Surveying, LLC.

Professional Land Surveying Services

Value & Quality in a Timely Manner...

PATRICK A. MCKUEN, PLS

1424 1/2 Lake Shore Dr. W.

Ashland, Wisconsin

Phone (715) 682-2969

WWW.PINERIDGESURVEYING.COM

PROJECT NO. TEISBERG24 - 5 - 49 - 3

SHEET 3 OF 3 SHEETS

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

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND LOCATED IN SE 1/4 OF THE
NW 1/4 OF SECTION 32, T. 50 N., R. 3 W., IN
THE TOWN OF LA POINTE, ASHLAND COUNTY,
WISCONSIN



BEARINGS ARE BASED ON THE
N-S 1/4 LINE OF SECTION 32,
BEING N 00°11'41" E

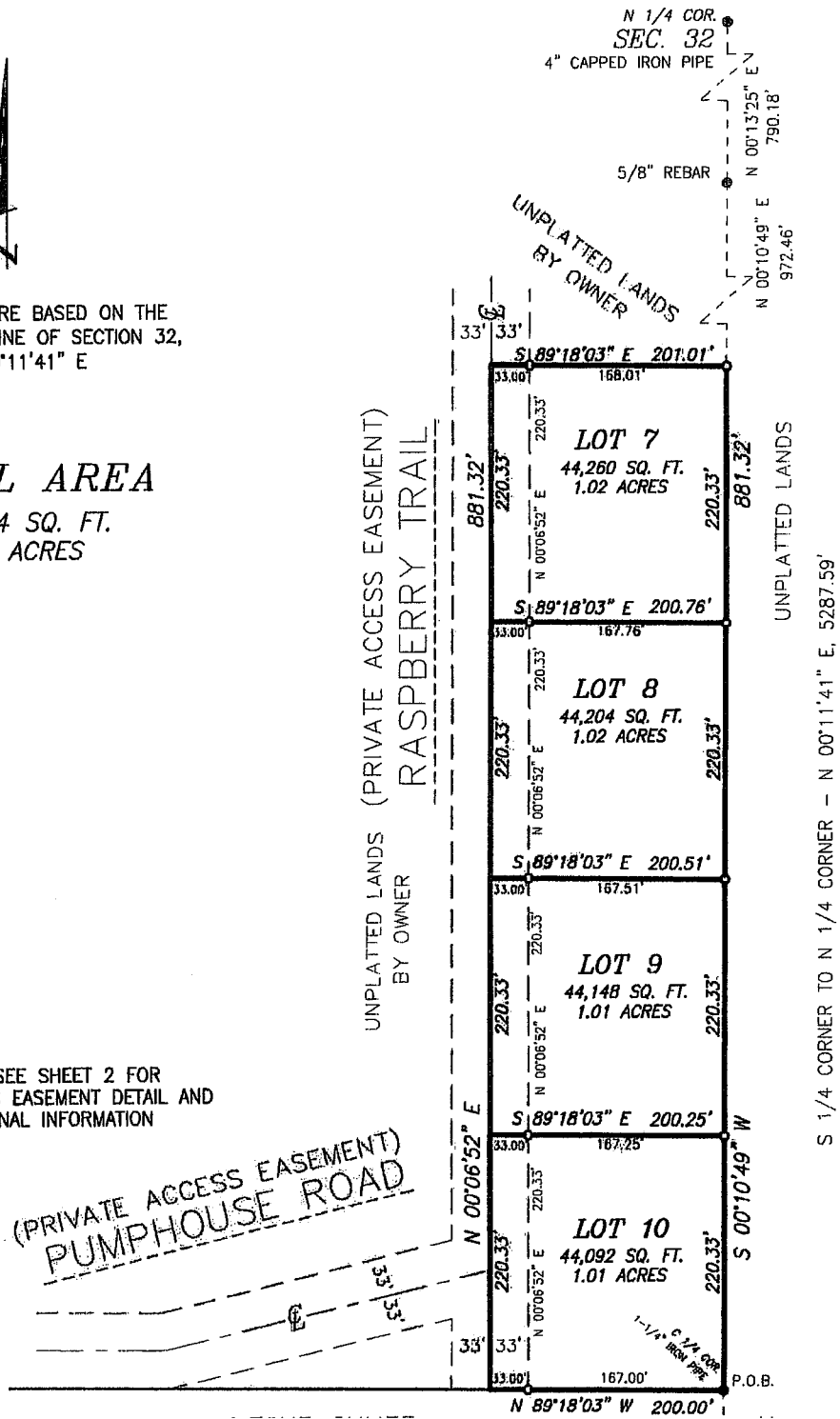
TOTAL AREA
176,504 SQ. FT.
4.06 ACRES

NOTE: SEE SHEET 2 FOR
ACCESS EASEMENT DETAIL AND
ADDITIONAL INFORMATION

(PRIVATE ACCESS EASEMENT)
PUMPHOUSE ROAD

RECEIVED

FEB 6 2025



S 1/4 CORNER TO N 1/4 CORNER - N 00°11'41" E, 5287.59'

UNPLATTED LANDS

PRIVATE ACCESS EASEMENT DETAIL

SEC. 32
4" CAPPED IRON PIPE



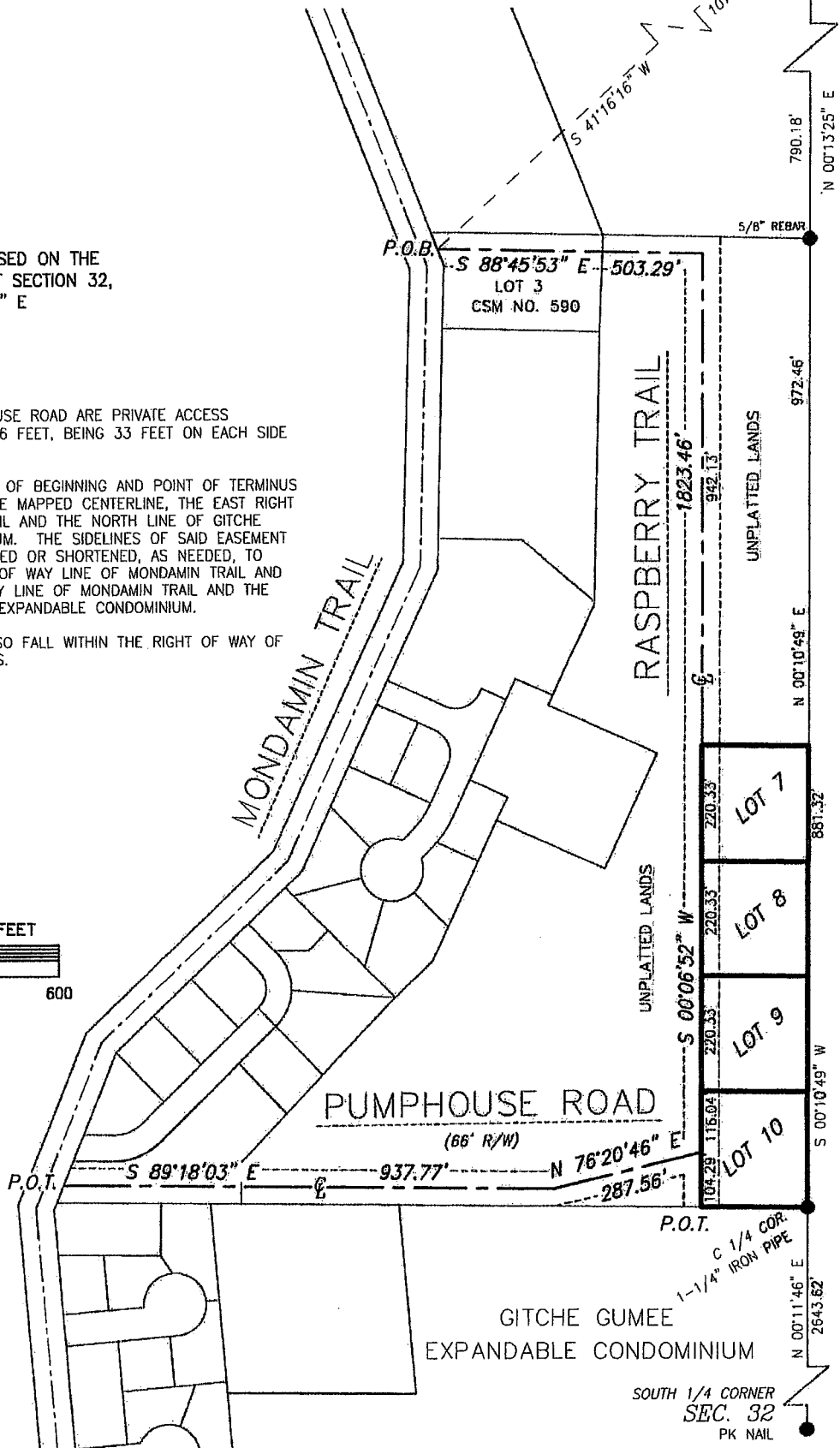
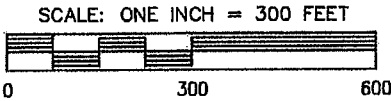
BEARINGS ARE BASED ON THE
N-S 1/4 LINE OF SECTION 32,
BEING N 00°11'41" E

NOTES:

RASPBERRY TRAIL AND PUMPHOUSE ROAD ARE PRIVATE ACCESS
EASEMENTS. THERE WIDTH IS 66 FEET, BEING 33 FEET ON EACH SIDE
OF THE MAPPED CENTERLINE.

IT IS INTENDED THAT THE POINT OF BEGINNING AND POINT OF TERMINUS
BE AT THE INTERSECTION OF THE MAPPED CENTERLINE, THE EAST RIGHT
OF WAY LINE OF MONDAMIN TRAIL AND THE NORTH LINE OF GITCHE
GUMEE EXPANDABLE CONDOMINIUM. THE SIDELINES OF SAID EASEMENT
ARE INTENDED TO BE LENGTHENED OR SHORTENED, AS NEEDED, TO
BEGIN AT THE EAST RIGHT OF WAY LINE OF MONDAMIN TRAIL AND
END AT THE EAST RIGHT OF WAY LINE OF MONDAMIN TRAIL AND THE
NORTH LINE OF GITCHE GUMEE EXPANDABLE CONDOMINIUM.

WATER AND SEWER UTILITIES ALSO FALL WITHIN THE RIGHT OF WAY OF
THE PRIVATE ACCESS EASEMENTS.



PIPE DIMENSIONS ARE OUTSIDE DIAMETER

LEGEND

● FOUND MONUMENT, AS NOTED

CLIENT: HARTZELL

JOB NO.: N24/197
DRAFTED BY: L. SERVINSKY
DATE DRAFTED: 1/16/2025
FIELDWORK COMPLETED: 1/15/2025

SCALE: 1 INCH = 300 FEET
FILE: N:\150nr3w\SEC32
PSDATA\N20_123 ACAD\N24_197
NB: 446 PG. 58

SHEET 2 OF 4 SHEETS

**NELSON
SURVEYING
INCORPORATED**

SURVEYING YOUR NECK OF THE WOODS SINCE 1854

101 W. MAIN STREET
SUITE 100
ASHLAND, WISCONSIN 54806
(715) 682-2892
WWW.NELSONSURVEYING.COM

MAP NO. CSM 3459 ©

659C

ASHLAND COUNTY CERTIFIED SURVEY MAP NO. _____

A PARCEL OF LAND LOCATED IN SE 1/4 OF THE NW 1/4 OF SECTION 32,
T. 50 N., R. 3 W., IN THE TOWN OF LA POINTE, ASHLAND COUNTY,
WISCONSIN

SURVEYOR'S CERTIFICATE

I PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:

THAT ON THE ORDER OF ROBERT HARTZEL, I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE
NW 1/4 OF SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LA POINT, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

TO LOCATE THE BEGINNING, COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 32 AND RUN, N 00°11'46" E, 2643.62 FEET ON THE N-S 1/4
CORNER OF SAID SECTION 32, TO THE CENTER 1/4 CORNER, WHICH IS THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS:

LEAVING SAID N-S 1/4 LINE, N 89°18'03" W, 200.00 FEET. THENCE N 00°06'52" E, 881.32 FEET. THENCE S 89°18'03" E, 201.01 FEET TO
SAID N-S 1/4 LINE. THENCE ON SAID N-S 1/4 LINE, S 00°10'49" W, 881.32 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 176,504 SQUARE FEET, WHICH IS 4.06 ACRES.

SAID PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY;

THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY;

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES, THE TOWN OF LA POINTE SUBDIVISION CONTROL ORDINANCE
AND THE ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY, SUBDIVISION AND MAP; AND

THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PETER A. NELSON PLS - 3071

ASHLAND COUNTY SURVEYOR'S CERTIFICATE OF APPROVAL

AS ASHLAND COUNTY SURVEYOR, I AM APPROVING THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IN THAT IT COMPLIES WITH SECTION 236.34 OF
THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE ASHLAND COUNTY SUBDIVISION CONTROL
ORDINANCE.

APPROVED THIS _____ DAY OF _____, 2025

PATRICK MCKUEN
ASHLAND COUNTY SURVEYOR

ASHLAND COUNTY ZONING APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE ASHLAND COUNTY ZONING DEPARTMENT.

LA POINTE TOWN BOARD APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE LA POINTE TOWN BOARD.

_____ DATED THIS _____ DAY OF _____, 2025.
GLENN CARLSON - CHAIRMAN

TOWN OF LA POINTE PLANNING AND ZONNING APPROVAL

THIS ASHLAND COUNTY CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF LA POINTE PLANNING COMMISSION.

_____ DATED THIS _____ DAY OF _____, 2025.
ED SCHAFFER - ZONNING ADMINISTRATOR

3459

CERTIFICATES

CLIENT: HARTZELL

JOB NO.: N24/197
DRAFTED BY: L. SERVINSKY
DATE DRAFTED: 1/16/2025
FIELDWORK COMPLETED: 1/15/2025

FILE: N:\150nr3w\SEC32
PSDATA\N20_123 ACAD\N24_197
NB: 446 PG. 58

SHEET 4 OF 4 SHEETS

**NELSON
SURVEYING
INCORPORATED**

101 W. MAIN STREET
SUITE 100
ASHLAND, WISCONSIN 54805
(715) 682-2892
WWW.NELSONSURVEYING.COM

SURVEYING YOUR NECK OF THE WOODS SINCE 1854

MAP NO. CSM 3459 ©