

(5) TB, Michael, Barb, Michaela,
Public

TO: Town Board
FROM: Michael Kuchta
RE: Town Administrator's Report

DATES COVERED IN REPORT: July 23-Aug. 6, 2021

1. Accomplished/Completed

- As you authorized on July 27 (and with content assistance from Energy Committee members and potential consultants), I completed and submitted a grant application on Aug. 5 to the state's Office of Energy Innovation for a microgrid feasibility study for critical public infrastructure in La Pointe. Award announcements are expected in late September.

2. Coming Up

- Community discussions begin this week so residents can pursue major topics raised in the Plan Commission's "junk" survey earlier this year. Sessions are scheduled at Town Hall for Aug. 12, 17 and 21. Each session has a specific theme (in order): 1) Vehicles, 2) Setbacks and Sightlines, 3) Logistics. Public notices include the possibility that there may be a legal "quorum" of Town Board members present, but that no action will be taken.

3. Town Board Agenda – Information/Comments

- Committees and Boards
 - **Planning and Zoning.** No recommendations from their Aug. 3 meeting; however, members expect to begin drafting language this winter to plug gaps in the existing Zoning Ordinance.
- Town Hall Administration.
 - **Letter to Bayfield County Board re: Kristle KLR water-bottling operation.** As you authorized at your July 30 meeting, I have drafted a letter urging the county to deny a conditional-use permit. The current draft reflects suggested revisions by individual board members.
 - **Contract with Island Septic LLC.** This contract amendment reflects the company's new owners. The contract has the same terms you approved on June 22, 2021.
 - **Madeline Island Ferry Line.** We expect to receive a memo from the Town's attorney before your Aug. 10 meeting.
- Emergency Services.

Please decide whether or not to authorize applying for one or more of these grants on behalf of our Emergency Services departments.

 - **Enbridge Safe Community First Responder Program.** We have been invited to submit an application for this grant program. Awards of up to \$7,500 are available to police departments; fire departments; and EMT, ambulance, and rescue services. Grants support training, education, or certain types of equipment. The application deadline is Sept. 30.
 - **Compeer Financial Emergency Response Equipment Grant Program.** Awards of up to \$3,000 per department are available for volunteer fire, rescue, and ambulance departments in rural communities. We are eligible to apply this year; application deadline is Aug. 31.

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4. Follow Up on Previous/Ongoing Projects

- Committees.

- **Affordable Housing Advisory Committee.** Members expect to survey more than 30 island employers in person before the end of the month to get their sense of the impact that housing availability and affordability has on their staffing and businesses. I can provide a copy of the survey upon request.
- **Public Arts Committee.** Members continue to work through details, funding, and legalities for the fabrication, installation and rights agreements for the proposed Gateway sculpture and base. Their preference remains for everything to be handled by the La Pointe Center for the Arts, then donated to the Town, perhaps in conjunction with the transfer of the Russell property.

5. Grant Report

- No additional updates at this time.

6. Lawsuits/Legal Issues

- No additional updates at this time.

7. Comments/Other Information

- I attended the second day of the Wisconsin Commercial Ports Association annual meeting in Washburn on Aug. 6. I will give a more detailed report in the future.
- With cooperation from the Ferry Line and Chamber of Commerce, I created an informational flier July 29 about the spike in Covid cases in Ashland and Bayfield Counties. I will revise as necessary when county health departments provide updated information.
- I have been consulting with the Wisconsin Towns Association on possible uses of federal ARPA funds. The initial response is that the guidelines are much different from how CARES money could be used.

(5) TB, Michael, Barb, Micaela,
Ben, Public

July 2021 Public Works Report

Roads/Dock

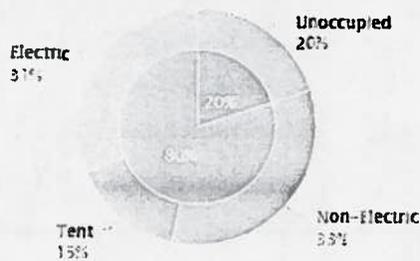
- The Wren Works crew sawcut an expansion joint along the north side of the new dock on 7/13. The Town administrator, crew members, and I walked through the repairs and the dock project is now officially completed. We will reexamine the feasibility of a passenger shelter this fall. The crew and I will be monitoring the dock in detail throughout the winter months, and taking on some other misc. maintenance, such as touch-up painting of the railing as needed.
- Evan and the Town's custom water tanker spent some time on gravel roads during the weeks of drought throughout the month, watering in advance of grading. 18,000 gallons of liquid Calcium Chloride is scheduled for the first week of August on the north end.
- A small storm passed through the night of 7/26 which brought much needed rain, but also downed trees, road blockages, and power outages. Xcel was over early in the a.m. to restore power and the Town crew had the roads cleaned up by midday.

Parks

- The busy holiday weekend took a toll on all of the parks and restrooms, but the crew did a great job keeping up as best they could with cleaning, stocking, and trash collection.
- Northwoods Cooperative Weed Management (based in Bayfield County) received a large grant to remove and treat Japanese knotweed sites in the region, and their crew will be doing just that in a few road right-of-way areas along South Shore Road and Chippewa Trail at no cost to the Town.
- Big Bay Town Park is nearly full every single night. July hit an all-time new record for revenue and occupancy. August is projected to be just as full. The Camp Hosts and Parks crew are doing a good job holding it all together. A big thanks to Island Septic.

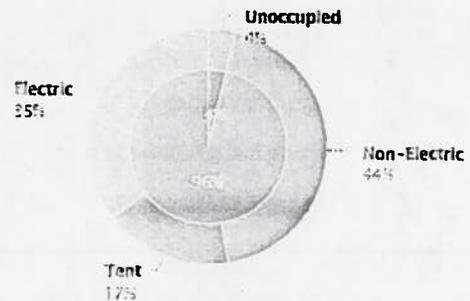
Occupancy By Site Type

7/1/2019 - 7/31/2019



Occupancy By Site Type

7/1/2021 - 7/31/2021



Misc./ Admin.

- Thank you to Gary Russell and MIFL for allowing the Town to utilize the M.V. Island Queen for the annual La Pointe Harbor break wall inspection and pre-fireworks clean-up. It was much easier to transport a power washer, water pump, hand tools, safety equipment, and leaf blowers with a truck and trailer rather than a small aluminum boat.

It's the peak of a busy summer season, be safe, be patient, and be nice,

Respectfully submitted,

Ben Schram, Public Works Director

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Ben Schram

(5) TB, Michael, Barb, Micaela
Ben, Marty, **Public**

Dorgene Goetsch

From: Micaela Montagne
Sent: Wednesday, August 4, 2021 11:17 AM
To: Dorgene Goetsch
Subject: FW: MRF REport August 4th, 2021

Micaela Montagne
La Pointe Town Clerk
PO 270
La Pointe, WI 54850
clerk@townoflapointewi.gov
715-747-6913

From: Marty Curry <recyclingsupervisor@townoflapointewi.gov>
Sent: Wednesday, August 4, 2021 10:47 AM
To: Michael Kuchta <administrator@townoflapointewi.gov>; Micaela Montagne <clerk@townoflapointewi.gov>
Cc: Ben Schram <foreman@townoflapointewi.gov>; Joe Abhold <recyclingassistant@townoflapointewi.gov>
Subject: MRF REport August 4th, 2021

MRF Report August 4, 2021

We're less than a month away from our Clean Sweep Event here at the MRF and in the process of preparing our packaging materials and gaylords. Quite a few of our customers are ready to drop off paints, weed killers and miscellaneous household "industrial" cleaners. Our hope is that we can continue to change buying habits: "Instead of buying a gallon, using half of it and throwing the other half away, buy a quart and use it all". Our previous clean sweep was a huge success and were looking forward to "Sweeping" the Island Clean.

We are keeping an eye on the trending delta variant and its impact on values of recycling. Our push is to unload our cardboard and metals as fast as possible since any potential economic slowdown will have a ripple effect on prices. Will update in the coming weeks.

The Great Auto Haul of 2021 continues and we are in the process of having vehicles hauled to the MRF, smashed and packed for a haul to the mainland. Several customers have preemptively asked if we can get rid of boats, trailers and autos. WE have included boat smashing on our list of things to be "destroyed"; much to the great satisfaction of our customers (and employees).

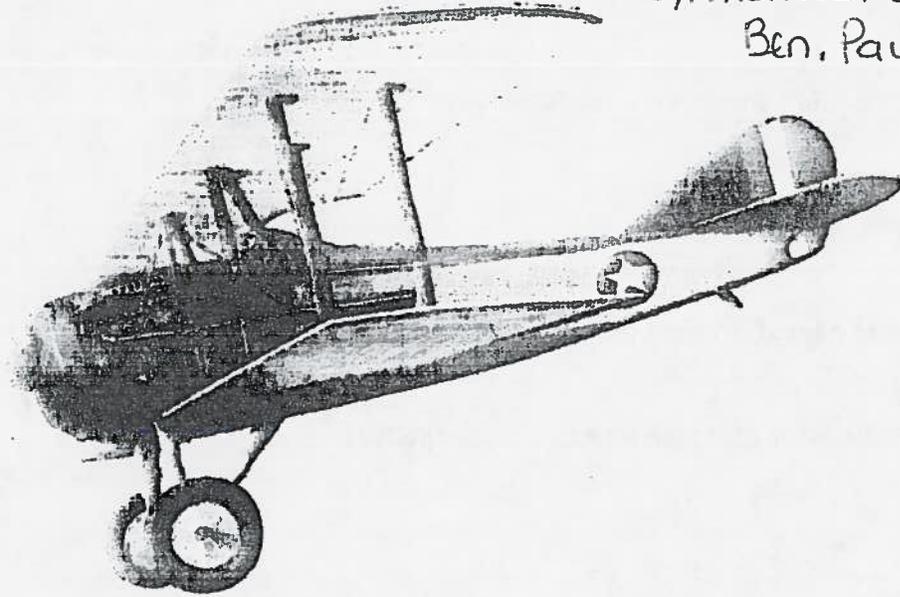
One of the biggest compliments we continue to get is the assistance with recycling and dumping trash. Aside from the customer service aspect and helping our neighbors, the larger benefit is the reduction in cross contamination of recycling. We continue to have less "contaminated" bales of plastic and metal leading to an increase in revenue when selling.

Island Closet is closed for the near future for Delta Variant precautions.

Let the 100 days of August Commence!!!

Martin Curry
LaPointe Material Recovery Facility
Recycling Supervisor
recyclingsupervisor@townoflapointewi.gov
715-747-5715

(5)TB, Michael, Barb, Michael,
Ben, Paul, Public



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 08/03/21

Re: Monthly report for July 2021

During the month of July our airport was issue free !

Attached are logs / checklists

Thanks !

Paul
cover + 22

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July 2021 Traffic count and revenue log / checklist

Drop box receipts \$ 535.00

The following 13 pages filed flight plans followed by an additional 6 pages of terminal sign in

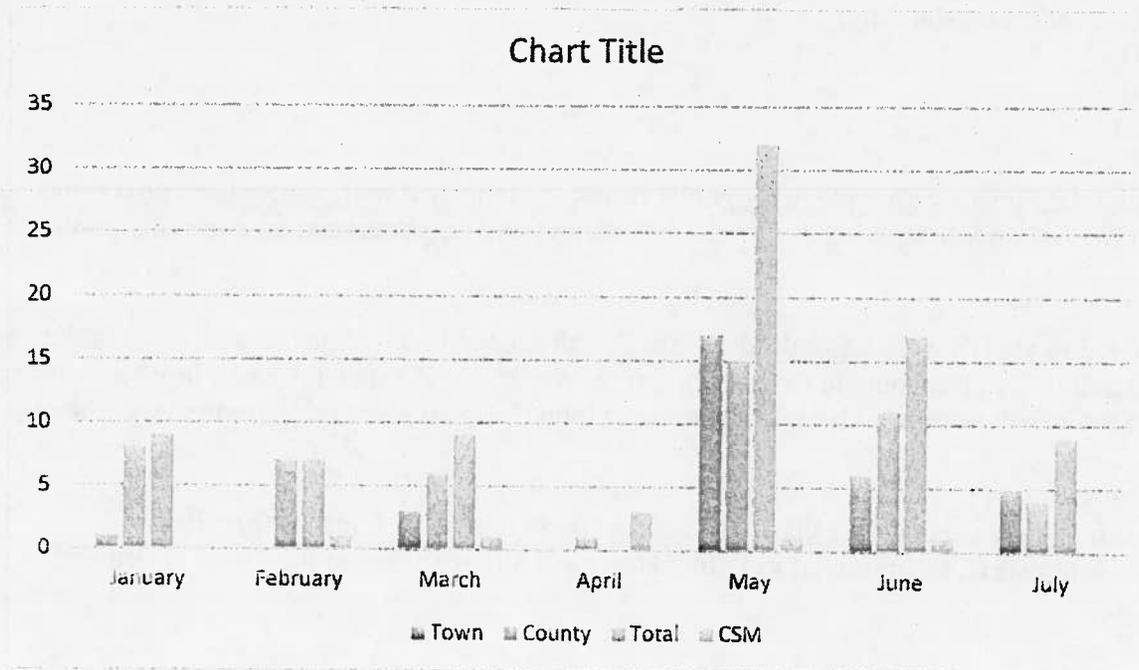
Traffic is up 325% from 2019 (see attached labeled WOW

Zoning Report 8/3/21

Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 1 of 2

ZONING PERMITS ISSUE IN JULY 2021

7/14/21			2021-72	John and Jane Schuppe	N/A	Mondamin	014-00206-2500	Driveway Access	50.00T	7/15/21
7/21/21			2021-73	Cedric/Isa Teisberg	680	Miller Farm	014-00205-0300	Accessory	675.00T	7/21/21
7/21/21			2021-74	Cedric Teisberg	680	Miller Farm	014-00205-0300	Home Business	25.00T	7/21/21
7/21/21	7792	8245	2021-75	Joel Davies	1267	Sunnyslope	014-00116-2100	Dwelling	300.00C 595.00T	7/21/21
7/27/21			2021-76	Daisy Linville	548	Mondamin	014-00206-0400	Camper (25.00) Credit	50.00T	7/27/21
7/27/21	Pending			Daisy Linville	548	Mondamin	014-00206-0400	Non-plumb San	175.00C	7/27/21
7/27/21	8339			Clayton Douglas	804	Middle Rd	014-00194-0700	Sanitary	400.00C	8/3/21
7/27/21		8342		Tim Thomson	3977	Chippewa Trail	014-00018-1100	Fill and Grade	150.00C	8/3/21

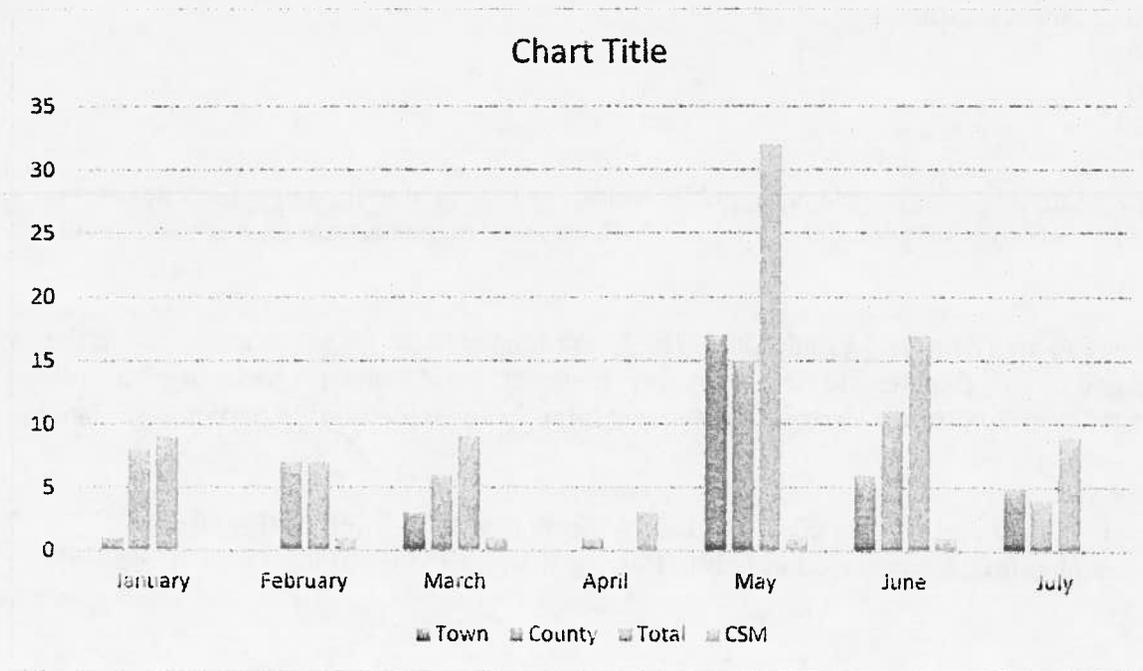


Zoning Report 8/3/21

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ACCOUNTING ADMINISTRATOR REPORT

July 2021

8/03/2021

1. FINANCIALS & TAXES:

a. AUDIT:

1. Baker & Tilly has been working on the audit services for the year ending 12/31/2020. Currently, time has been spent bringing them up to speed on Town operations, files and documentations. One of their interns had July 29th and July 30th dedicated for questions and requesting files. This is perfect timing to tie in with looking at accounting and tracking software programs.

b. BUDGET:

- The \$13,659.25 that the Town received in American Rescue Plan funding will be placed in a Designated Fund until determined use.
- I will start working on formatting the department head budget worksheet files for 2022-2024; the payroll information, designated funds, and budget justifications. The Cost of Living Adjustment was 5.4% at the end of June.
- The draft 2022 Budget Calendar will be presented soon.
- What direction do you want the department heads to follow for 2022?
 - a. Information needed to plan for 2022 directions to Dept Heads?
 1. Tax Levy change/limit from 2020/2021
 - a. No increase
 - b. Possible Increase/Decrease %
 2. 2022 Capitals outlays and projects
 - a. Items removed from 2020 and/or 2021
 - b. Suggestions for 2022
 3. New borrowing limits or constraints
 4. Budget limits level – flat, % increase or decrease

c. BILLINGS:

1. Ashland County 2nd Qtr. for Zoning & County H have been sent and payment received. MRF and misc. billings will be done shortly.
2. The Madeline Island Chamber of Commerce has been billed for 100% of the “porta-potty” pump-out billings as well as supplies purchased.

d. TAXES:

1. The final (2020 payable in 2021) settlement of the balance of outstanding Real Estate taxes will be paid to the Town from Ashland County by August 20th. This is the last large funding source for the Town until the 2021/2022 tax season begins.

e. EMERGENCY SERVICES BLDG PROJECT:

1. Contract close outs (final payments made) have been done for Berghammer and Brown Plumbing & HVAC. Remaining are Five Star Electric, Nelson Co. and Wendel.

f. In summary, my upcoming projects are:

1. 2020 year end Audit
2. Accounting Software research (*Vendor demonstration scheduled 08/05/2021*)
3. Insurance current listings/values
4. 2022-2024 budget preparation

Respectfully submitted,


Barb Nelson

Accounting Administrator/Deputy Clerk

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AUG 3 2021
dg



(5)TB, Michael, Baub, Micaula, Bill, 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: William Defoe
Date: 8/6/2021
Re: Monthly Police Report for August 2021

During the month of July 2021, the La Pointe Police responded to the following:

260	Incidents/Complaints (calls for service)
46	Citizen Assists
2	Accidents
1	Civil Process
17	False Alarm/911 hang up calls.
3	Call Out
19	Animal Calls
10	Parking Citations

We are looking at a normal year regarding numbers, in previous years we would have an average of 300 calls for service for the month of July. The 4th of July was rather busy, and we were rather understaffed, but we held and made it through. After talking to several other agencies in the state, understaffing is a huge issue statewide, we will need to figure out how to lure candidates here to the island in the future.

Fireworks continue to be an issue, and it is mostly tourists that do not realize that most fireworks are not legal here. In layman terms, if it goes in the air or explodes, it is not legal here in Wisconsin. We understand that there are several places to get fireworks, under state law, they can not be launched without a permit. There are very few places in the state you are allowed to light them.

Animal calls were definitely up, please keep an eye on those pups that like to run. On another animal note, put your garbage away, we have had calls of Bears in garbage.

Our new part time officer has started and is currently in field training for the next month. So far, he has been a quick learner and should be ready to go solo in September.

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

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(5)TB, Michael, Barb, nicola,
Rick, public

Fire Chief's Report July 2021

7/4 Lift assist with emergency medical technicians

7/6 Fire reported on detached break wall immediately following the Forth of July fireworks show. Chief and Fire Fighter Lucas Montague had just returned to hall after monitoring the fireworks show with engine/pumper #2 as this call went off. We returned to the ferry dock and talked with the pyrotechnicians, who had extinguished the excitement and issued stand down orders as we again returned to the fire hall.

7/8 Residential smoke alarm. La Pointe Fire toned out 1014 Stony Road. Chief responded to residence under construction to see the construction crews had been trying to get us information that it was indeed a false alarm. Chief issued stand down orders to the responders.

7/16 Smoke alarm at the Harmony Lane music camp. This alarm was triggered by students vaping in the common space area. They were questioned of the school's rules regarding this and promised not to have it happen again. They apologized for the midnight inconvenience to the fire department. As always, we happily respond to any call at any time and a false alarm is always better than an active fire.

7/19 I received a phone call from the Roads Foreman Pete Wiggins informing me that Steve and Deb Wakum spotted smoke coming from the town pit on School House Road. I went to investigate and found a fire had rekindled after laying dormant since February. This was determined by town employees who had covered the burn pile in question with plenty of snow and soil. I contacted Ashland County dispatch and had them alert the fire department. The roads foreman commandeered a front-end loader and met us at the scene. We dispatched our engine #2 and tanker #3. We hit the pile with 150 gallons of water before we dug into the mound hiding a very sneaky fire. Our hand-held thermal imaging devices showed the firefighters how far the fire had reached into the pile. After dissecting this fairly large pile and dousing it with 1800 more gallons of water, we deemed it finally safe and no longer an issue. With the lack of rain this year and the condition of the surrounding forest, this could have turned real bad real quick. Hats off to the Wakums, Peter Wiggins and the fire department on pulling the lit fuse out of this powder keg.

7/27 Fire department toned out for vehicle accident on Middle Road. Protocol on any car accident is that fire department will investigate any safety issues following an accident and assist emergency responders if requested. Car had been on its side and then righted by passengers. It was deemed safe, with no fuel leaks, so stand down orders were issued.

Big Water Apparatus has been going through our fleet of equipment per contract. As a today, August 6, all the apparatus is in good shape, with fairly minimal repairs. We were donated approximately 12 100-amp emergency radios to be installed in the new and replaced apparatus. It became VERY apparent after a few of the calls this year that we needed these radios installed immediately. The fire department put Steve Adamski on this task. We now have high-powered radios in every truck and also the UTV emergency rescue apparatus. The call on the north end town pit prompted this in a big way. August 4 we re-enacted the fire at the pit and focused a lot of effort on testing and training with the newly installed radio equipment, with excellent results. The only cost to the town and fire department for this communication necessity was installation.

Last month, we also did some serious water shuttle and portable pump training as we filled the community garden's irrigation pond.

Be safe,
Chief Reichkitzer

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AUG 9 2021

Reichkitzer *ckg*

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator

Re: Wisconsin Commercial Ports Association

Aug. 6, 2021

I attended the second day of the Wisconsin Commercial Ports Association annual meeting, Aug. 6 in Washburn. Key presentations that could pertain to La Pointe/Madeline Island:

- The organization is rebranding itself as Wisconsin Ports. It is launching a new website: www.wisconsinports.com. We need to update the information and photos they are using for La Pointe on that site.
- The state's Harbor Assistance Program gave an overview of its work in areas such as dredging, harbor wall repair and maintenance, and equipment purchases. It has \$7.5 million available in the 2022 cycle; it received \$32.9 million in requests. It stresses that each community should keep its Statement of Intention up to date, so the program has an accurate picture of current and anticipated needs.
- Wisconsin DNR's "big waters" staff is pivoting to a major new challenge: resiliency planning for wildly fluctuating water levels on Lakes Superior and Michigan.
- Wisconsin Coastal Management expects to release its new grant application by the end of August. Priorities are expected to again include wetland protection and habitat restoration, community planning (including some types of comprehensive planning), and low-cost public access construction projects. The program has also launched a website (<https://go.wisc.edu/7y2x4o>) providing real-time wave, wind, and water temperature information from buoys in the Apostle Islands, Siskiwit Bay, and Chequamegon Bay.
- Wisconsin Tourism is focusing on outdoor recreation and water activities in its marketing, especially among 25-44-year-olds. Its research says those activities are the #1 driver of overnight stays. Next week, it is updating a section of its website (industry.travelwisconsin.com) to include a focus on regional grant and partnership opportunities.

Also on the tourism front:

- Milwaukee is going "all in" on Great Lakes cruise ships in 2022. It is building 2 docks exclusively for cruise ships, has signed a long-term agreement with Pearl Seas, and expects 20 trips originating in Milwaukee in 2022. Among those: 3 cruises from Viking Lines, whose itinerary includes one ship visiting Duluth and Bayfield.
- Wisconsin Harbor Towns Association continues to promote communities on the Great Lakes. Ashland, Washburn, and Bayfield participate; La Pointe / Madeline Island does not.

Sharon Zanto from Madeline Island Chamber of Commerce attended at least parts of the Wisconsin Ports meeting on both Aug. 5-6.

Robin Trinko Russell from Madeline Island Ferry Line attended the Aug. 5 session. She reports that she:

- **gave an update on the impact of Covid on tourism in La Pointe**
- **gave an extensive report on the operational and safety benefits of the La Pointe dock expansion and improvements, which were financed by the state's Harbor Assistance Program (with the Town and Ferry Line splitting the local match.)**

I was able to meet Rep. Beth Meyers in person for the first time.

(5)TB, Michael, Barb, Michael,
Public



**TOWN OF LA POINTE
MADLINE ISLAND**

240 Big Bay Road
PO Box 270
LA POINTE, WI 54850
715-747-6913

DATE

To: Bayfield County Board

As supervisors for the Town of La Pointe on Madeline Island, we respectfully urge you to reject Kristle KLR's request for the conditional use permit that would clear the way for the corporation to enrich itself by trucking water out of the Lake Superior watershed.

As fellow elected officials in the watershed, we would back your decision to enforce the intent and spirit of the Great Lakes Compact. Applying simple, common sense makes it obvious to us that the corporation's proposal violates the Compact, a pledge made with other states, provinces, and communities to protect our shared watershed. It seems obvious to us that Kristle KLR is attempting to manipulate language and process to get around what the international Compact outlawe. We fail to see how underground storage and tanker trucks can be logically interpreted as anything but diversion of fresh water beyond what the Compact and state statute allow.

It appears that Kristle KLR treats water (and the ecosystem it supports) not as a resource, but as a commodity. From what we can tell, Kristle KLR puts no ceiling on how much water it will divert. That unknown is only one of the risks, which can cascade into unforeseen environmental impacts on neighboring residents and the affected shoreland and wetlands.

County approval of the Kristle KLR proposal would set a dangerous precedent of how to exploit our unique habitat for profit. Approving Kristle KLR's permit could easily lead to wider loopholes; further erosion of local oversight, control, and stewardship; and consequences far beyond our vision.

In our role as elected officials, it is also important for us to urge you to respect the local insight and decision-making of our fellow Town officials. In April, the Clover Town Board unanimously urged Bayfield County to reject the Kristle KLR request. As the County's Planning and Zoning Committee pointed out when it denied the permit request, Kristle KLR's scheme violates both the County's and the Town of Clover's comprehensive plans. It should take an extraordinary case for a County to undermine a local decision. This is not one of those cases.

Again, we respectfully urge you to reject Kristle KLR's request for a conditional use permit.

Sincerely,

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cc: Town of Clover Board

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(original in purple folder)

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town of La Pointe") and Island Septic LLC (the "Contractor").

RECITALS

WHEREAS, the Town of La Pointe desires to obtain the services described herein; and

WHEREAS, the Contractor represents to the Town of La Pointe that it has the expertise, knowledge and experience necessary to properly perform this contract according to its terms and that it is ready, willing and able to do so,

NOW, THEREFORE, in exchange for the valuable consideration set forth herein, the Town of La Pointe and the Contractor hereby agree as follows:

1. Description of Services. The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town of La Pointe with the following services:

- Leased portable toilets: 3 units x \$400.00 per unit per contract year (2@Rec Center, 1@cemetery). Units may be added or removed per Town request.
- Cleanouts of existing portable units: 8 units x \$40.00 per unit per cleanout-recharge (2@LeSeuer, 2@Pocket Park, 3@Rec Center, 1@Capser). Units may be added or removed per Town request.
- Pump out of holding tanks: 7 tanks (2,000 to 2,500 gallon) x \$120 per tank per pumpout:
 - Airport - 793 Big Bay Road
 - MRF- 346 Big Bay Road
 - RV Dump Station - 795 Big Bay Road
 - SRE Building-795 Big Bay Road
 - Town Park - 2305 Big Bay Road (3 holding tanks)

The same rates will apply if new facilities are added during the length of the contract.

2. Payment. In exchange for the Contractor providing the Town of La Pointe with the services described herein, the Town of La Pointe will pay the Contractor as billed.

The total amount payable by the Town of La Pointe to the Contractor for services under this contract shall, in no event, exceed \$22,000 per calendar year.

3. Dates of Service. The services provided for herein shall be provided between July 1, 2021, and June 30, 2023.

4. Reimbursement for Expenses. The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town of La Pointe will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

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day

- Sanitary District disposal fees.

5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town of La Pointe are set forth as follows:

- Contractor agrees to service all facilities on a periodic but regular basis, including whenever the light on a holding tank shows it needs pumping.
- Contractor must guarantee during May through October that portable units will be serviced within 12 hours after notification.
- Contractor will service facilities and transport the waste material to the Madeline Island Sanitary District Treatment Plant, where it will be properly disposed of.

6. **Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.

7. **Warranty.** The Contractor warrants that:

- a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

8. **Compliance with Regulations.** Within five (5) business days after this contract has been signed by the Contractor, the Contractor will provide the Town of La Pointe with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract.

9. **Assumption of Liability.** Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

Neither party to this contract shall be liable or responsible for the negligence, acts or omissions of the other party or the other party's directors, officers, members, employees, agents or representatives.

10. **Hold Harmless.** The Contractor covenants that it will protect, defend, indemnify and hold the Town of La Pointe harmless from and against any and all claims, actions and causes of action filed or

asserted by any person, entity, governmental unit or department against the Town of La Pointe or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.

11. Relationship Between Town of La Pointe and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town of La Pointe and not an employee of the Town of La Pointe. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town of La Pointe.
- b) Hold a Federal Employer Identification Number for its business or else file a self-employment income tax return with the IRS reflecting its status.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town of La Pointe Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

- a) Worker's compensation insurance of at least \$500,000 each accident.
- b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
- d) The Town of La Pointe must be listed as additional insured.

13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.

15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.

16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

17. Binding Contract. Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

18. Notice. Any notice to either party under this contract shall be in writing and be served either personally or by registered or certified mail addressed as follows:

To the Town of La Pointe:

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov

To the Contractor:

Dan Schuppe
Island Septic LLC
PO Box 11
La Pointe, WI 54850
shoopdog72@gmail.com
715-209-6399

IN WITNESS WHEREOF, the undersigned have executed this agreement this ____ day of _____, 20____.

The Town of La Pointe

Signature: _____

Printed Name: _____

Title: _____

Full Legal Name of Contractor

Signature: Dan Schuppe

Printed Name: Dan Schuppe

Title: Owner

**DOCK LEASE BETWEEN TOWN OF LA POINTE AND
MADELINE ISLAND FERRY LINE, INC.**

WHEREAS, the Town of La Pointe, in Ashland County, Wisconsin (hereinafter "the Town") owns and maintains a public dock and harbor facility on Lake Superior on Madeline Island in the Town of La Pointe, Ashland County, Wisconsin; and

WHEREAS, the Town, recognizing the general public's need to have safe and reliable water transportation back and forth between Madeline Island and the mainland, is interested in assuring that its aforesaid dock and harbor facility is used in a manner consistent with the best interests of the public; and

WHEREAS, Madeline Island Ferry Line, Inc., a closely held, for-profit Wisconsin corporation (hereinafter "MIFL") operates a ferry boat company between La Pointe on Madeline Island and the City of Bayfield in Bayfield County, Wisconsin, on the mainland, under Wisconsin license no. WC-16, and is interested in using the aforesaid port facilities and dock for its ferry boats; and

WHEREAS, the Town is willing to enter into a lease providing for such use with terms which are beneficial to the lessee so long as the lessee operates such ferry line a manner consistent with the public interest,

Now, Therefore, in exchange for the valid consideration set forth herein,

IT IS HEREBY AGREED by and between the Town as lessor and MIFL as lessee as follows:

1. **Lease.** Subject to the terms, conditions and provisions of this instrument, the Town hereby leases, demises and lets unto the lessee, and the lessee hereby receives and accepts from the lessor those portions and areas of the dock facilities belonging to the lessor which are depicted in red ink on Exhibit "A", which is annexed hereto and is incorporated herein by reference as a part of this lease.
2. **Term.** This lease shall begin and commence on January 1, 2014 and shall end and terminate on December 31, 2029.
3. **Consideration.**

As and for consideration for entering into this lease with lessee, lessor shall receive from lessee the annual rent and the annual transportation credit set forth below.

A. Annual Rent.

<u>1. Year</u>	<u>Rent</u>
2014	The annual base rent shall be: \$ 36,323.89
2015	The annual base rent shall be: \$ 37,413.61
2016	The annual base rent shall be: \$ 38, 536.02
2017	The annual base rent shall be: \$ 39,692.10
2018	The annual base rent shall be: \$ 40,882.86
2019	The annual base rent shall be: \$ 42,109.35
2020	The annual base rent shall be: \$ 43,372.63
2021	The annual base rent shall be: \$ 44,673.81
2022	The annual base rent shall be: \$ 46,014.02
2023	The annual base rent shall be: \$ 47,394.44
2024	The annual base rent shall be: \$ 48,816.27
2025	The annual base rent shall be: \$ 50,280.76
2026	The annual base rent shall be: \$ 51,789.18
2027	The annual base rent shall be: \$ 53,342.86
2028	The annual base rent shall be: \$ 54,943.14
2029	The annual base rent shall be: \$ 56,591.43

2. Annual rent adjustment.

a. The annual base rent increase reflects a three percent (3%) annual increase.

b. The 2014 annual rent is due and payable to lessor upon the execution of this lease by both parties. Beginning with calendar year 2015, the annual rent shall be paid to lessor on or before February 15 of each calendar year.

B. Transportation credit.

1. In addition to the annual rent payment described herein, lessor is granted the annual transportation credit described herein which lessor can use for any Town related ferry transportation expense. The annual transportation credit shall be calculated in the manner described herein. If in any year, lessor fails to utilize the full amount of the transportation credit granted for that year, the balance shall be carried-over to the following year.

<u>Year</u>	<u>Transportation Credit</u>
2014	The transportation credit shall be: \$ 9696.78.
2015	The transportation credit shall be: \$ 9987.68
2016	The transportation credit shall be: \$ 10,287.31
2017	The transportation credit shall be: \$ 10,595.93
2018	The transportation credit shall be: \$ 10,913.81
2019	The transportation credit shall be: \$ 11,241.22
2020	The transportation credit shall be: \$ 11,578.46
2021	The transportation credit shall be: \$ 11,925.81
2022	The transportation credit shall be: \$ 12,283.58
2023	The transportation credit shall be: \$ 12,652.09
2024	The transportation credit shall be: \$ 13,031.65
2025	The transportation credit shall be: \$ 13,422.60
2026	The transportation credit shall be: \$ 13,825.28
2027	The transportation credit shall be: \$ 14,240.04
2028	The transportation credit shall be: \$ 14,667.24
2029	The transportation credit shall be: \$ 15107.26

2. Annual transportation credit adjustment.

- a. The annual transportation credit reflects a three percent (3%) annual increase.
- b. The transportation credit will be applied to the Town's account on the first (1st) of April of each year.

C. Electrical Service Reimbursement

1. The lessee shall reimburse lessor for the monthly cost of electrical service provided to the Town Dock area. The amount of monthly reimbursement shall be calculated as follows: the total cost of electrical service; less the cost of dock lighting and electrical service payments made to the Town by Nelson Construction, Inc., and C.A. Nelson & Son, Inc. The electrical reimbursement will be remitted by lessee within fifteen (15) days of receipt of calculated invoice.

4. To the extent that the lessor has the power to do so, lessor will assure that vehicles conforming to Class A Highway requirements as set forth in § 348.15 Wisconsin Statutes may gain access to that portion of the dock used by MIFL and to the ramps used by them. Employees of MIFL have the right to direct traffic on and near the dock and the Town will make reasonable efforts to assist in directing traffic when it deems necessary on the roads where the Town has jurisdiction.

5. MIFL has a right to construct, alter and maintain loading ramps and docking aids on the dock as is necessary for normal operation of its ferries. No encroachment or enlargement of said ramps or docking aids onto the dock shall be made without the expressed written permission of the Town.

6. MIFL has a right to place, maintain and operate a ticket office in the location set forth on the attached Schedule A with the size of the ticket office to not exceed 8 feet by 8 feet. MIFL shall also have a right to construct a shelter, not to exceed 4 feet by 6 feet, on the end of the dock for the storage of freight and other items, the primary purpose of said shelter being to protect freight from the weather elements. Lessor shall have no responsibility in regard to damage caused to any such structures.

7. This lease includes only the dock side area, the loading ramps and docking aids and the ticket office and shelter referred to herein. The remaining areas of the dock remain a public right-of-way and MIFL will not have the exclusive use of the dock right-of-way and will not obstruct the public use of this way for general traffic and for uses other than MIFL.

8. The Town is responsible for the general maintenance of the dock area and MIFL will be responsible for the maintenance of the leased areas as described above and for the loading ramps and dock aids – including, but not limited to, rub rails, pilings and all

fixtures related to the docking and mooring of ferry boats, the ticket office and the shelter.

9. Lessee shall protect, defend, indemnify and hold lessor harmless from any and all claims, causes of action, suits, damages, losses, costs and expenses (including but not limited to reasonable attorney fees) lessor incurs, suffers, sustains or experiences as a result, direct or indirect, of any acts, omissions, accidents, incidents, occurrences or negligence of lessee, its officers, agents, employees, representatives, or any other person for whom lessee is vicariously liable, occurring or happening on or near the dock or in connection with this lease or the leased premises. This paragraph regarding indemnification and hold harmless rights to the town is intended to apply to any and all activities related to this lease.

10. MIFL shall maintain liability and damage insurance in the amount of at least Two Million Dollars (\$2,000,000.00), and shall include the town as a named insured on said policy, and shall submit written proof of said insurance being in full force and effect to the Town each year when the rent is paid. Upon the lessor's reasonable inquiry at other times, written proof of such insurance shall be promptly provided to lessor. MIFL also agrees to protect, defend, indemnify and hold the Town harmless from any and all claims, causes of action, damages, losses, expenses or liability arising out of the docking or movement to or from the dock of the vessels of MIFL and the loading and off-loading of all passengers, vehicles, or freight from said vessels. Lessor shall also maintain liability and damage insurance in the amount of at least Two Million Dollars (\$2,000,000.00) and shall submit written proof of said insurance being in full force and effect to MIFL each year on or before January 1st. Upon MIFL's reasonable inquiry at other times, written proof of such insurance shall be promptly provided to MIFL.

11. Nothing herein shall be construed to limit the right, title and interest of the Town to other portions of the dock area that are not subject to this lease. The Town may further lease other portions of this dock to other lessees so long as such other activities do not unreasonable physically interfere with the operations of lessee under this lease.

12. To the extent that the Town has the jurisdiction to do so, upon the request of lessee, the Town will regulate and/or prohibit others to dock or anchor vessels in a manner so that such vessels will not interfere with the normal maneuvering of lessee's vessels.

13. The Town shall prohibit public parking in those areas of the dock that would interfere with lessee's use of the dock under this lease. Three parking spaces for lessee and at least one parking space for handicapped persons will be reserved and provided on the dock at a location that will not interfere with lessee's use of the dock under this lease. (Town of LaPointe Ordinance 400.2)

14. Both the Town and MIFL will obey all laws and regulations of the United States of America, including but not limited to regulations of the United States Coast Guard and the United States Army Corps of Engineers. The Town and MIFL will also obey all

laws, ordinances and regulations of the State of Wisconsin, Ashland County, and the Town of La Pointe.

15. A primary reason the lessor is willing to enter into this lease is to help provide regular and dependable water carrier access via the ferry transportation system for the benefit of the general public. In the event a substantial decrease occurs in the quality or quantity of ferry service provided resulting in an "emergency access situation", the lessor shall have the option to use any inactive loading ramps on the dock for the operation of alternate water access to and from the Town, and in such case, the cash rental payments to be paid by the lessee to the lessor shall proportionally abate during that year. If MIFL and the Town cannot agree that an "emergency access situation" exists, and that emergency action is necessary by the Town, the dispute shall be settled according to the provisions of Paragraph 18.

16. Destruction or damage. In the event the dock of the lessor is substantially damaged or destroyed, in whole or in part, by act of God or other means, to the extent it cannot be used by the lessee in the manner provided for herein, either lessor or lessee is free to declare this lease null and void and terminate this lease. In the event lessor decides to rebuild or repair its damaged or destroyed dock, the rent payable under the terms of this lease shall abate proportionately during the repair or reconstructive period to the extent required.

17. Assignment. This lease may not be assigned in whole or in part without prior written consent of lessor. Lessor's consent to assignment will not be unreasonably withheld.

18. Arbitration. In the event any dispute arises between the Town and MIFL relating to this lease, the dissatisfied party will send a written notice to the other requesting the scheduling of a meeting within 15 days to attempt to resolve the issue short of arbitration. If no meeting is scheduled or if at a meeting or meetings the issue or issues are not resolved to the satisfaction of the parties, the issue shall be submitted to binding arbitration with the costs of such arbitration to be evenly divided between the parties. Arbitration shall be commenced by one party providing the other with written notice of the issue being submitted to arbitration and stating the name of an arbitrator. The other party shall then have 20 days to name a second arbitrator, and the two arbitrators shall thereafter meet and select a third arbitrator. The decision of the arbitrators shall be binding upon both parties. In the event the two arbitrators cannot agree on the identity of a third arbitrator, the third arbitrator shall be designated by the Circuit Court Judge of Ashland County, Wisconsin. The provisions of Chapter 788 Wisconsin Statutes relating to arbitration shall apply to any arbitration proceeding between the parties hereto.

19. Lessor/Lessee meeting and communication: Lessee and lessor agree to meet at regular intervals or as deemed necessary or appropriate, by either party, the purpose being to discuss any public concerns about ferry transportation or any other issues of concern to either lessee or lessor.

20. Further negotiations. Continued service. Lessor and lessee agree to meet at the beginning of the last year of this lease for the purpose of defining any changes in the terms of the lease. During such negotiations all provisions relevant to this lease are open for discussion and negotiation. After this lease expires and until a new lease is signed between the lessor and MIFL or another lessee, lessee will continue to meet the public need for scheduled ferry service on the terms set forth in this lease for a period of not to exceed one year. However, if lessee intends to go out of business, lessee's obligation to provide service beyond December 31, 2029 may be terminated by lessee giving 90 days written notice to lessor of its intent to go out of business.

21. Any and all terms of this lease may be reviewed and re negotiated at any time during the term of the lease upon mutual agreement of the lessee and lessor.

22. Right of first refusal. For a period of two years following the expiration of this lease, lessee shall have the right of first refusal described herein. In the event the lessor receives an offer to lease all or any part of those areas of the Town dock depicted in red on the annexed Schedule A, which the lessor desires to accept, the lessor shall notify the lessee in writing of such offer and the lessee shall then have 30 days from its receipt of such written notice to notify the lessor that lessee accepts the terms of such offer. In the event the lessee notifies the lessor in writing within such 30 day period, the lessee and the lessor shall then agree on a date to be within 30 days when they will enter into a lease on the same terms and provisions as set forth in the proposed lease. In the event lessee does not exercise its right of first refusal as aforesaid, the Town may thereafter enter into the lease on such terms with the new proposed lessee. In the event that MIFL fails to exercise this right of first refusal, and lessor thereafter enters into a lease with a lessee other than MIFL covering all or any part of those areas of the Town dock depicted in red on Schedule A, which lease is one year in length or longer, MIFL shall have no further right of first refusal.

23. Termination. In the event lessee fails to pay the annual rent or provide the annual transportation credit set forth in Paragraph 3 above for a period of fifteen (15) days and provided that a written notice of the failure to make payment is provided to lessee, the lease may be declared null and void and terminated in its entirety five (5) days after the notice to lessee. Likewise, if the lessee fails to maintain insurance as provided in paragraph 10 above for a period of five (5) days and notice of such failure to maintain insurance is provided to the lessee in writing, the contract may be declared null and void and terminated in its entirety five days after the written notice. The above situations are not the only or exclusive grounds for termination of this lease.

24. Notice. Any notice provided for under the terms of this lease shall be deemed delivered on the day after it is mailed certified mail via the U.S. Postal Service to the parties to this lease to the following addresses:

Town of La Pointe
ATTN: Town Chairperson
P.O. Box 270 OR
240 Big Bay Road
La Pointe, WI 54850

Madeline Island Ferry Line, Inc.
ATTN: Manager
P.O. Box 66
La Pointe, WI 54850

As an alternative, a notice is also deemed delivered if it is served on the other party in the manner provided for the service of a summons in Wisconsin Statutes.

24. All rights, privileges, duties and obligations of the parties shall be vested in the respective successors and assigns.

TOWN OF LA POINTE, Lessor

Dated: _____ By: [Signature]
Town Chairperson

Attest: _____
Town Clerk

Dated: 12-10-13

AUTHENTICATION

Signatures of Greg Nelson, Town Chairperson, and Micaela Montagne, Town Clerk, of the Town of La Pointe, Ashland County, Wisconsin, authenticated this 10th day of December, 2013.

MADELINE ISLAND FERRY LINE, INC.,
a Wisconsin corporation, Lessee

Dated: 12-16-13 By: [Signature]
Senior Vice-President/Chairman

Dated: 12-16-13 By: [Signature]
Senior Vice-President/Management Advisor

ATTEST: _____
Assistant Secretary/Treasurer

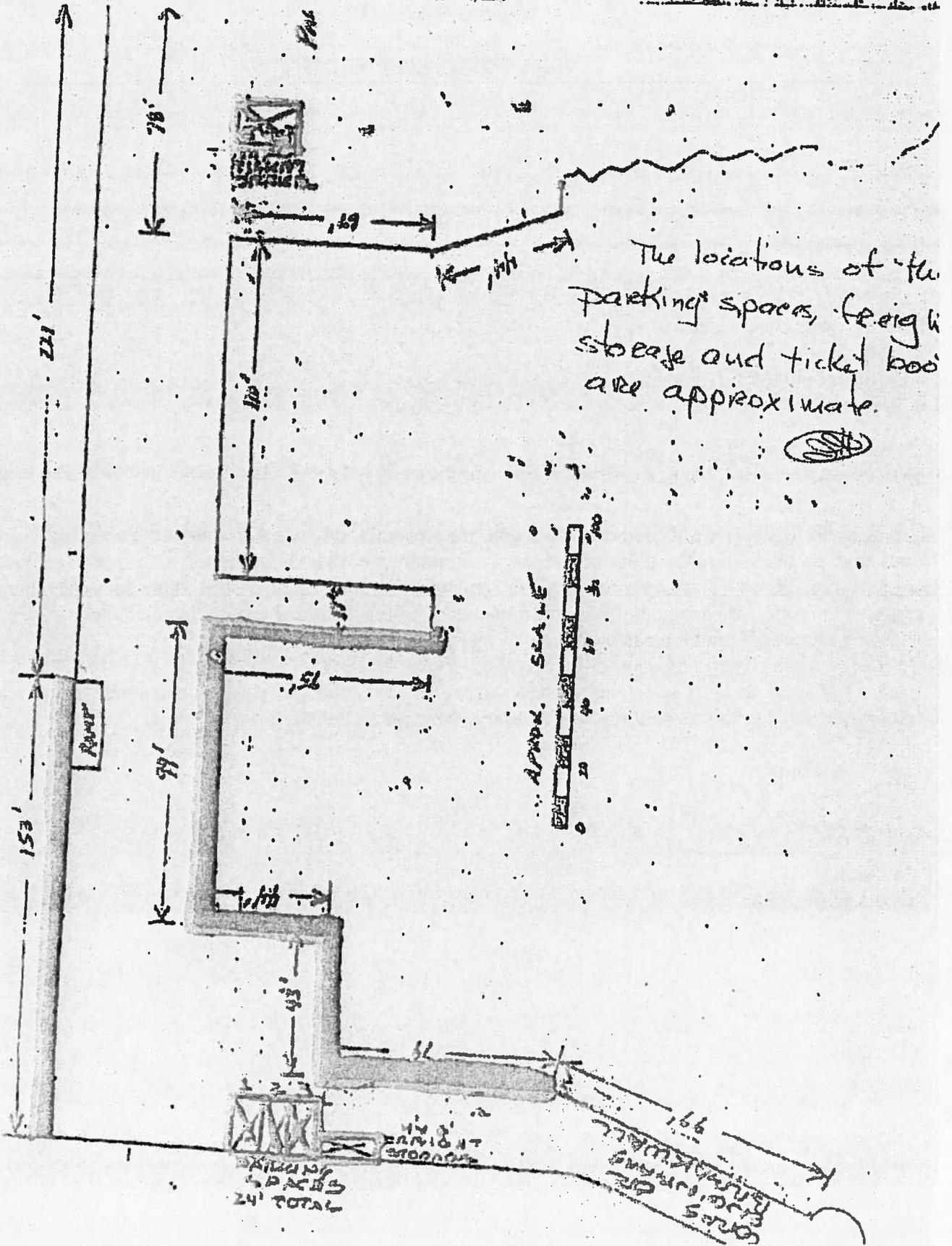
Dated: 12/16/13

AUTHENTICATION

Signatures of [Signature], Senior Vice-President/Chairman, and [Signature], Senior Vice-President/Management Advisor, and [Signature], Assistant Secretary/Treasurer, of Madeline Island

Ferry Line, Inc., a Wisconsin corporation, authenticated this ____ day of _____, 2013.

****New Map Attached****





TOWN OF LA POINTE

Madeline Island

P.O. Box 270
LaPointe, WI 54850

PHONE: 715-747-6913
FAX: 715-747-8854

lapointeta@cheqnet.net

December 27, 2013

Madeline Island Ferry Lines
P.O. Box 66
La Pointe, WI 54850

Re: Dock Lease Agreement

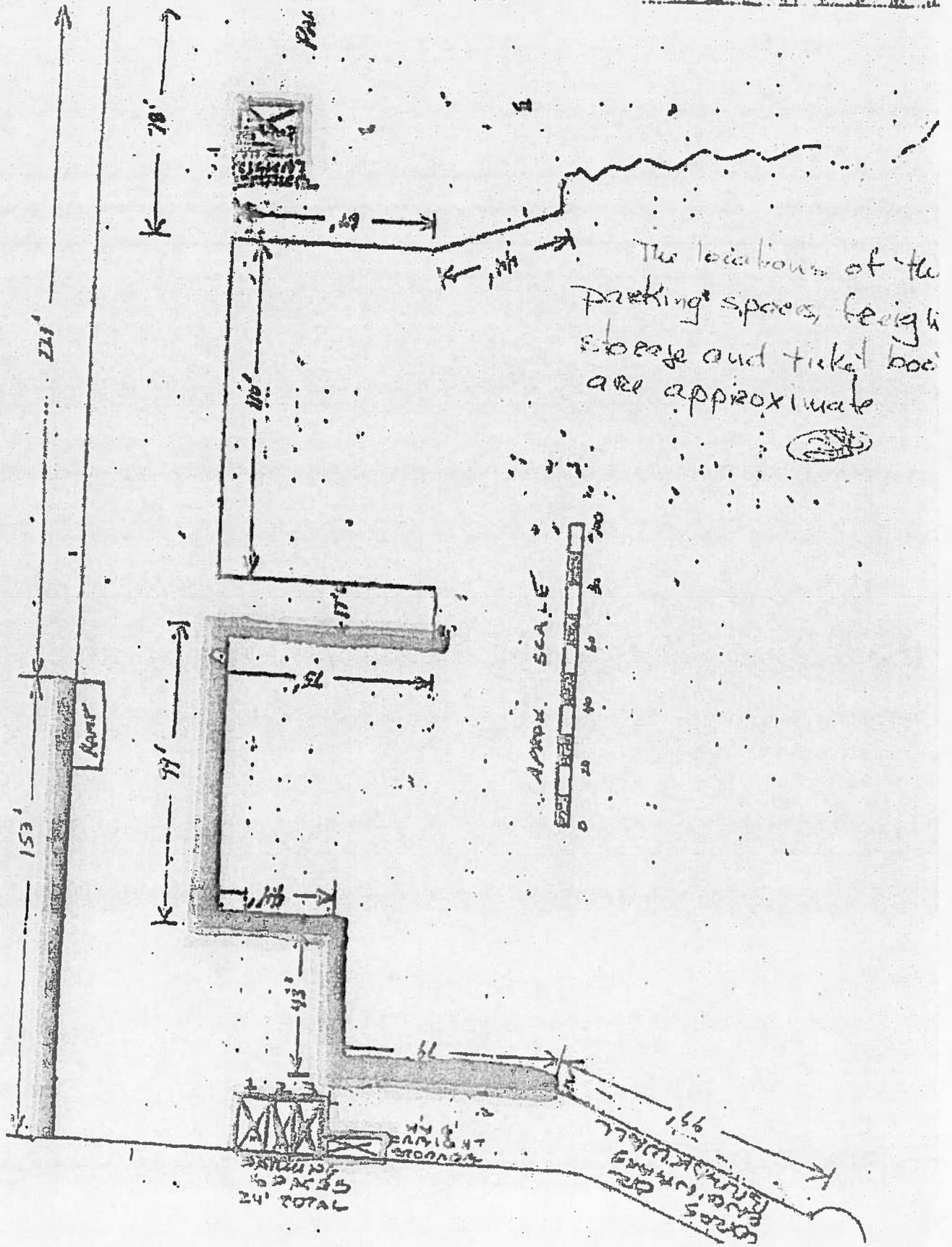
At its Regular Town Board Meeting, with a quorum present, the Lease Agreement between the Town of La Pointe and the Madeline Island Ferry Lines was signed by the Town Chairman. An originally signed copy of the Lease is enclosed. The Lease reflects the cooperative and productive discussions between the two entities; it embraces the concerns, considerations and interests of both parties and establishes a fifteen (15) year, predictable future on which we can all rely.

Thank you for the decency and collaborative spirit with which the discussions were conducted, we look forward to the future and continuing the productive relationship we all envision.

Very Truly Yours,

Pete Clark
Town Administrator

EXHIBIT 4



19(5) Michael Juch
Minutes
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY JULY 27, 2021
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne
Public Present: Jim Patterson, Robin Trinko Russell, Attorney Michael Roman
Called to Order: 5:30pm

I. Public Comment A*: Jim Patterson read a public comment opposing Kristle Majchrzak's application to Bayfield County for a Conditional Use Permit to draw, transport, and sell bottled water from the Lake Superior watershed basin.
Robin Trinko Russell read comments from the Madeline Island Ferry Line regarding their operations and schedule.

II. Administrative Reports

A. Town Administrator's Report: Report prepared and presented by Michael Kuchta dated July 10-22, 2021 placed on file by Unanimous Consent. Brief discussion on Library employees not being approved by Town Board.

III. Public Works

A. Roads, Dock, Harbor: Discussion on the different dust abatement solutions that were tested on different roads. Public Works director Ben Schram is asking to contract out for the remainder of the summer to have calcium chloride applied to some Town gravel roads. More ideas coming for future years.

B. Parks: Nothing.

C. Airport

1. Industrial Zone Lot Lease, Lot 14, Robert Teisberg: Motion to approve and have the Town Chair sign the lease ending 12/31/2030, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

2. Industrial Zone Lot Lease, Lot 13, Thomas Nelson: Motion to approve and have the Town Chair sign the lease ending 12/31/2030, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

Motion to move to agenda item V. H., S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

V. Town Hall Administration

H. Madeline Island Ferry Line Schedule Concerns: Concerns have been voiced about the ferry not providing an early morning boat in the fall as well as later boats. Most recently the School District of Bayfield has had conversations with the Ferry Line about getting students and staff to school on time in the mornings. Robin Trinko Russell reported that they may change the schedule so there is a 7:00am leaving Bayfield and a 7:30 leaving the Island.

Motion to return to the agenda, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

IV. Committees & Boards

A. Planning and Zoning: Nothing.

B. Library Board

1. Appoint Three Members to Library Board for Terms Expiring June 30, 2024:

Motion to appoint Micaela Montagne, Katie Sanders, and Lisa Potswald to the Library Board for terms ending 6/30/2024, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

C. Energy Committee

1. Recommendation to Apply for Critical Infrastructure Microgrid Grant: Motion to approve applying for the grant (for up to \$100,000 for a study on creating a self-sustaining microgrid(s)), A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

D. Public Arts Committee

1. Appoint Members to the Public Arts Committee for Term Ending July 31, 2023: Motion to reappoint Robin Russell to the committee, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Budget Summary Report: Motion to approve the report dated 7/16/2021, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. Schedule Town Board Workshop: August 26, 2021 at 5:00pm. Possibly have the Town Plan Commission there as well to discuss planning the Comprehensive Plan.

C. Approve Bid for Liquefied Petroleum Gas/ Propane, Motion to approve the bid from La Pointe Gas for \$2.11/ gallon, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

D. Contract with LaPointe Gas for Liquefied Petroleum Gas/ Propane: Motion to approve the contract for 7/1/21 – 6/30/2022, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

E. Use of Town Text Alerts Policy: Language to use as a guide on what things can be used for Town texts. Motion to approve as presented (gives the Town Administrator authorization to decide on some texts), J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

F. Authorization for Travel Expenses and Fees for Great Lakes Island Summit: the summit this year will be October 3-5 in Ohio. Motion to approve the estimated costs of \$1,667 and ferry for the Town Administrator to attend the Summit. M. Kuchta, Administrator, to report to the board about the visit, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

G. Outreach to WI State Historical Society Regarding Madeline Island Museum: Discussion on the possibility of having a more formalized relationship with the Historical Society and the community and Town. Administrator M. Kuchta would be a good person to start the conversation. Motion to authorize Michael Kuchta to reach out to the Wisconsin Historical Society, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve processing the vouchers as alternative claims (they will be presented at the next meeting for final approval), J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

VII. Treasurer's Report: Motion to approve the Treasurer's Cash summary report dated July 13, 2021 showing a total of \$2,615,882.84, A. Baxter/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Regular Town Board Meeting July 13, 2021: Motion to approve as submitted, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

IX. Emergency Services

A. Updates on Construction of Emergency Services Building (ESB): M. Kuchta met with the Emergency Services department heads and are working out final things with the building.

X. Public Comment B:** Jim Patterson added to his earlier comment that the Town Board could address Bayfield County regarding the water issue and submit comments via email.

XI. Liquor & Operators' Licenses

A. Operators' Licenses

1. Kathryn Annis
2. Tyson Humes

Motion to approve both operator licenses, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

B. Issuance of Operators' Licenses: The Town Board can continue to approve operators' licenses, or they can pass an ordinance that designates another official to issue with out the Board's approval. Consensus to have an ordinance drafted.

XII. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57

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.

Motion to go in to closed session, J. Carlson/ S. Brenna, All 5 Ayes by roll call, Motion Carried. 6:20pm.

Motion to return to open session, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried. 7:04pm.

B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing.

XIII. New Agenda Items for Future Meetings

1. Special Town Board Meeting: Contract for Dust Abatement: Scheduled Friday 7/30/2021 at 4:00pm. Discussion to add two change orders for the ESB, a final certificate of completion for Wren Works, as well as revisit a resolution for covid-19 precautions. Discussion on the Lake Superior water issue Jim Patterson commented on, to have a Special Town Board meeting to discuss sending a letter to Bayfield County. Scheduled for 7/28/2021 at 7:30pm.

XIV. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:15pm.

Submitted by Micaela Montagne, Town Clerk.

TBS Michael Kuchta Micaela Montagne

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
FRIDAY JULY 30, 2021
4:00pm at Town Hall
Draft Minutes**

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta (via telephone), Elected Clerk Micaela Montagne
Called to Order: 4:00pm

1. **Public Comment:** Clerk Montagne read a letter from the staff of Tom's Burned Down Café asking the Town Board to issue a mask mandate.
2. **Contract with Wisconsin Salt Solutions for Dust Abatement 2021:** Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
3. **Resolution #2021-0730: Covid-19 Precautions for Town Government Operations:** discussion on having the resolution in place for 90 days, it only is for government business, and adding 'or' to the first bullet point. Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
4. **Change Order #1 for the 2019 Nelson Construction Contract for the Emergency Services Building: Silt Fence Credit:** Motion to approve (deducts \$845), M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
5. **Change Order #4 for the 2020 Nelson Construction Contract for the Emergency Services Building: Insulation Credit:** Motion to approve (deducts \$10,087), M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
6. **Certificate of Final Completion and Final Payment to Wren Works LLC for Town Dock Project:** Motion to approve (\$26,186.40), M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
7. **Letter to Bayfield County Regarding the Proposal by Kristle Majchrzak's Application for a Conditional Use Permit to Extract Water from Lake Superior Watershed:** Discussion and agreement that the town is against the proposal and would like to write a letter to Bayfield County. Motion to authorize Michael Kuchta to draft a letter for review by the Board at their next meeting, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
8. **Change Order #1 for On the Rock Roofing for Town Hall Flooring:** additional labor and materials: Motion to approve (adds \$2,375), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

9. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:21pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT