

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: May 22, 2020

DATES OF REPORT: May 9, 2020 through May 22, 2020

1. Accomplished/Completed

2. Coming Up/Working On

- Budget
- Fire Recovery/Rebuilding
- Cell Tower
- Updating Ordinances
- Personnel Policy
- Dock Project
- MRF Operational Analysis
- Personnel Matters
- Emergency Operations Plan
- COVID-19

3. Town Board Agenda – Information/Comments

- COVID-19 Updated Plan for Summer. Contingent on discussion by the Town Board about how to proceed with the Health Emergency Declaration. We just received notice on Friday 5/22 that the DNR is closing all State Park campgrounds at least until June 7, and future action is contingent upon further review. National parks in the area have closed camping until June 14, but local campgrounds opened on May 26.
- Wendel's Letters of Recommendation to Award ESB Contracts. You have received a letter of recommendation regarding contracts for the ESB. Please move 1) to accept those recommendations and 2) Approve the Town Board Chair to sign contracts.
- Resolution 2020-0324 – Proclamation of a Health Emergency. You have received information from attorney Max Lindsey regarding options for a local health emergency and penalties for violating the emergency. Orders must be "reasonable" and "necessary". The City of Minneapolis mayor just issued an order requiring anyone over age 2 to wear masks in public. This can be tied to liquor licenses.
- Wren Works Change Order #2 - Dock Repair. See separate documents. This was a necessary repair to the existing dock where water was leaking into the new area. Divers had to go down into the water to both find and fix the hole. We did not get an estimate of what this would cost – I was informed by SmithGroup staff that it could be up to \$20,000. I have asked SmithGroup to discuss with Wren Works to see if costs can be reduced.
- Wren Works Change Order #3 – Contract Extension. Wren Works is almost done with the punch list but need additional time due to the problems with water infiltration.

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- Town Personnel Attorney Peter Albrecht Changes Law Firms. Attorney Pete Albrecht became a partner in the firm of Godfrey and Kahn in their Madison Office- please consider approving continuing to work with him at the new firm. His rate stays the same.
- Prioritize Road Projects and Dust Abatement. See Ben's memo.
- Hire Summer Staff. See separate Motions to Hire paperwork.
 - Camp Host #1 – Rand Moore
 - Camp Host #2 – William Krieg
 - Campground Assistant – Fern Langenberger
 - Parks 3 – Meg Brown
- Resolution 2020-0526A - Main Street/Big Bay Sidewalk Resolution. An ordinance or resolution must be approved by the Town Board to lay the sidewalk.
- ESB Funding Plan. See separate memo on options for funding the project which will be distributed on Tuesday.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

- Nothing to report.

6. Lawsuits/Legal Issues

- Town Board members have been advised of updates.

7. Comments/Other Information

- On 5.20/20 I gave verbal approval to Robert at Wendel for the metal building company to start working on the drawings they need to put together for the ESB.
- Thanks very much to Ric Gillman for providing and setting up the sound system for the Town meeting, to Micaela for working hard to figure out how to record the meeting given the abnormal circumstances, and to Public Works staff for hauling tables from and to the Town Hall and putting out chairs and picnic tables strategically to provide appropriate social distancing. It was heartening to see that nearly all who attended had facemasks on or kept separate from others.

(5)TB, Lisa, Baub, Micaela,
Ben, Public

Town of La Pointe

Memo

To: Town Board
From: Ben Schram, Public Works Director
cc: Pete Wiggins, Roads Foreman, Lisa Potswald, Town Administrator
Date: May 22, 2020
Re: 2020 Roads Budget Considerations

The purpose of this memo is to lay out Town Roads projects and maintenance options for the remainder of 2020. To be as efficient as possible in 2020, Pete and I defended our case for Road maintenance needs during the Budget meetings which took place in the Fall of 2019. I do not believe that there is anything left to take from or cut out of the Roads budget that will not have a detrimental impact on maintenance needs, some of which are long overdue and require extensive rehabilitation to maintain safety standards and longevity.

MUST HAPPEN:

- Mowing/Cutting Town road backslopes – rental of boom mower for \$5,000 – taken from Highway Street Maintenance. Town labor is in the 2020 budget for this task. The equipment could also be used on airport property and some of the rental expense taken from the \$20,000 designated for airport use.
- Replace the worst of the worst failed culverts on Town roads. – 3-5 locations to be determined. Town labor and cost of materials is in the 2020 budget for these tasks.
- Continue ditching, spreading, and grading Town gravel roads. Town labor is in the 2020 budget for these tasks. On north end roads, we are using the gravel purchased for the Big Arn's/Brian's Road project last year.
- Paint new traffic lanes and stencils on the dock, along with downtown crosswalks and curbs. Town labor is in the 2020 budget, Parks crew can assist.
- Town crew to clean downtown storm drains and catch basin vaults this summer as needed. Town labor is in the 2020 budget for this task, Parks crew can assist.

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WOULD BE NICE:

- Ashland County offered to spend a day patching the culvert replacements from last year on South Shore Road and Penny Lane. Pete and I were also interested in piggybacking on crack sealing if they decided to either contract or bring their own equipment over to seal anything on County H, but that is undecided (by the County) at this time. I had hoped to use unused Ice Road funds for these tasks but that is no longer an option. If the opportunity for these tasks presents itself later this summer, I will consult with Ashland County and I hope to pull funds from Parks. If this is not possible than the crew will prep the culvert patch areas for the winter season. Crack sealing will have to wait.

OPTIONS TO SAVE MONEY:

- Remove dust abatement from the 2020 budget - \$30,000
- Cut dust abatement by at least 1/3 apply only on roads with the most residents – possibly \$15,000
- Pull \$2,500 from Roads Safety Materials. I had hoped to upgrade our cones and barricades, but we will make it work with what we have.

Respectfully Submitted,

Ben Schram, PWD

(5) TB, Lisa, Barb, Miracela,
Ben, Public

TOWN OF LA POINTE

Resolution #2020-0526A – Construct A Sidewalk

WHEREAS, the Town of La Pointe strives to be a pedestrian friendly town, and

WHEREAS, the Town plans to install sidewalks where there presently are none to maximize walkability and safety for pedestrians, and

WHEREAS, Wisconsin Statutes 66.0907(3)(a) provides for the Town Board of Supervisors to order the laying of a sidewalk to be constructed, and

WHEREAS, the sidewalk will keep pedestrians off the bike lane and away from vehicle traffic, improving safety for all.

WHEREAS, the Town Board of Supervisors support the laying of a sidewalk from the Main Street corner along Big Bay Road to improve walkability and safety for pedestrians as they walk around the corner; and

NOW, THEREFORE, BE IT RESOLVED the Town of La Pointe Board of Supervisors orders the laying of a sidewalk for safety purposes beginning at the end of the existing sidewalk located in Parcel #014-00415-0100 on Main Street and around the corner along the southeast side of Big Bay Road in Parcel #014-00415-0000. The sidewalk will end at the property line of #014-00415-0000 where it meets Parcel #014-00470-0500.

This resolution was duly passed and adopted this 26th day of May 2020.

Jim Patterson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Passed

Sue Brenna, Supervisor

Date Posted

Glenn Carlson, Supervisor

John Carlson, Supervisor

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Initial ds
from Lisa

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

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: May 26, 2020

Job Title CAMP HOST #1

Department Public Works/Parks

I make a motion to hire (name) Rand Moore as (job title) Camp Host #1 at \$ 16.00 per hour for up to 40 hours per week with a start date of May 28, 2020.

PART-TIME/SEASONAL

This position will not exceed 850 hours in total. The position is scheduled to end on (date) October 18, 2020 unless otherwise determined by the Department Head.

*This position includes a MIFL Swipe Card with up to \$1,200.00 for ferry passage – this is considered a fringe benefit.

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NOTE: This form should be completed and distributed to the Town Board prior to each hire being on the Town Board agenda. Town Board should read everything listed above into the motion.

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: May 26, 2020

Job Title CAMP HOST #2

Department Public Works/Parks

I make a motion to hire (name) William Krieg as (job title) Camp Host #2 at \$ 16.00 per hour for up to 40 hours per week with a start date of June 1, 2020 .

PART-TIME/SEASONAL

This position will not exceed 850 hours in total. The position is scheduled to end on (date) September 10, 2020 unless otherwise determined by the Department Head.

*This position includes a MIFL Swipe Card with up to \$800.00 for ferry passage – this is considered a fringe benefit.

NOTE: This form should be completed and distributed to the Town Board prior to each hire being on the Town Board agenda. Town Board should read everything listed above into the motion.

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: May 26, 2020

Job Title CAMPGROUND ASSISTANT

Department Public Works/Parks

I make a motion to hire (name) Fern Langenberger as (job title) Campground Assistant at \$ 13.00 per hour for up to 40 hours per week with a start date of May 28, 2020 .

PART-TIME/SEASONAL

This position will not exceed 800 hours in total. The position is scheduled to end on (date) October 18, 2020 unless otherwise determined by the Department Head.

NOTE: This form should be completed and distributed to the Town Board prior to each hire being on the Town Board agenda.

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: May 26, 2020

Job Title PARKS 3

Department Public Works/Parks

I make a motion to hire (name) Meg Brown as (job title) Parks 3 at \$ 17.00 per hour for up to 24 hours per week with a start date of May 27, 2020 .

PART-TIME/SEASONAL

This position will not exceed 600 hours in total. The position is scheduled to end on (date) October 25, 2020 unless otherwise determined by the Department Head.

NOTE FROM LISA: This position was originally budgeted at \$16.00 per hour. This applicant was the only person to apply for the position and was mistakenly informed the position paid \$17.00 per hour. The applicant said she will take the position if it is \$17.00 per hour. Because we are starting the position later than originally budgeted, I recommend we proceed with \$17.00 per hour salary.

NOTE: This form should be completed and distributed to the Town Board prior to each hire being on the Town Board agenda. Town Board should read everything listed above into the motion.

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

Change Order

No. 002

Date of Issuance: 05/12/2020

Effective Date: 05/12/2020

Project: La Pointe Town Dock	Owner: Town of La Pointe	Owner's Contract No.:
Contract:		Date of Contract: 07/26/2019
Contractor: Wren Works, LLC		Engineer's Project No.: 21358

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Investigation of water infiltration into the Ferry Landing portion of the project site. Installation of plate at the bottom of the existing sheet pile wall to close an opening at the northeast corner of the Ferry Landing portion of the project site.

Attachments (list documents supporting change):

RFI 1; T&M Construction Bid proposal; Wren Works Daily Job Reports; Wren Works Change Order 2

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$2,195,127.43

Decrease from previously approved Change Orders No. 1:

\$115,363.86

Contract Price prior to this Change Order:

\$2,079,763.57

Increase of this Change Order:

\$24,178.26

Contract Price incorporating this Change Order:

\$2,103,941.83

RECOMMENDED:

SmithGroup

ACCEPTED:

ACCEPTED:

Wren Works LLC

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working

Calendar days

Substantial completion (days or date): 05/01/20

Ready for final payment (days or date): 06/01/20

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 05/01/20

Ready for final payment (days or date): 06/01/20

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 05/01/20

Ready for final payment (days or date): 06/01/20

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By: Andy Luchman
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 05.18.2020

Date: _____

Date: 05/18/2020

Approved by Funding Agency (if applicable):

Date: _____

WREN WORKS, LLC

5753 South Forest Road
Poplar, WI 54864

Request For Information

RFI 1.0000

Printed On: **03/12/2020**

Page: 1 of 1.

To: **Smith Group**
Attn: **Chris and Andy**

Date: **03/12/2020**

Job: **11119.0000**

From: **Wren Works, llc**
Brook Benes

Required:

Project: **LaPointe Town Dock**
Address:

Estimated Cost Impact:

Estimated Days Impact:

Subject: **Possible change of scope
of work from contract**

Contact:

Request:

Due to water infiltration between existing dock and the new sheet pile wall a dive team is necessary to identify where the water is coming from. Wren Works will arrange a dive team to mobilize, inspect and report findings of where the infiltration is coming from.

If results determine the water is coming from the existing dock wall a change order from Wren Works would be in order. Change Order would consist of dive team costs as indicated below as well as costs incurred by Wren Works to correct. Time extension would be necessary

If results determine the water is coming from the new sheet pile wall, the expense is Wren Works, a time extension would be necessary

Cost:

Mobilize Dive Team to LaPointe	\$ 1,800.00 LS
3 Man Dive Team cost per 8 hour day (straight time)	\$ 4,800.00 per day
3 Man Dive Team cost per hour OT	\$ 900.00 per hour
Mobilize Dive Team from LaPointe WI	\$ 1,800.00 LS

Answer:

Accept Suggestion

Answered By:

Date: **03/12/2020**

Signed:

**Brook
Benes**

Digitally signed by Brook Benes
DN: L=Poplar, S=WI, C=US, O=Wren
Works, CN=Brook Benes
Reason: I am the author of this document
Location: your signing location here Date:
2020-03-12 09:09:35
Foxit PhantomPDF Version: 9.6.0

Distribution: **Chris Devick, Andy Luehmann, Troy Burkhart**

DAILY JOB REPORT

Date 7/13/64 Page 1
 Project Amesbury
 Job No. 101

Description of Work: See Project Summary Report

Labour - Name/Trade	SP Hours	OT Hours	Rate	Amount	Usage	Material/BESC	Unit Price	Amount
TOTAL LABOR					TOTAL MATERIAL			

Equipment - BESC	Qty	Time	Rate	Amount	Quantity	Other BESC	Unit Price	Amount
<u>Excavator</u>								
<u>Truck</u>								
<u>Generator</u>								
TOTAL EQUIPMENT					TOTAL COST			

Work must be authorized by signatures below.
 Complete a separate report for each job, each day.

[Signature]
 When Works Representative

CUSTOMER: _____

- Contract Extra
- Daily Report
- Job Completed



Change Order 2

04.02.2020

To: Town of La Pointe	From: Wren Works, llc 5733 S. Forest Road, Poplar, WI 54864	Via: Smith Group
(Owner):		(Engineer) Chris Devick
Project: La Pointe Town Dock	Contract:	
Owner's Contract No.:	Contractor's Project No.: 11119	Engineer's Project No.: 21358

Change Order Summary		
Description	Additions	Deductions
Water Infiltration Repair	\$24,178.26	
TOTALS	\$24,178.26	
NET CHANGE BY CHANGE ORDERS	\$24,178.26	

Change in Contract Times	
(note changes in Milestone if applicable)	
Original Contract Times:	Substantial Completion: _____
[Increase] [Decrease] of this Change Order	Substantial Completion: _____

Change Order Detail

Change in scope of work from contract:
 March 11th water infiltration discovered prompting RFI 1.
 Wren works labor and equipment costs for two days 11th and 12th attempting to correct and determine infiltration \$15,778.26
 Dive crew March 13th thru March 16th \$8,400.00

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: Sandra Benes Wren Works, LLC
Title: _____	Title: _____	Title: Owner

CSTB, Lisa, Barb, Miranda,
Ben, Public

WREN WORKS, LLC
5753 South Forest Road
Poplar, WI 54864

5/13/2020



Change Order 3

To: Town of La Pointe (Owner):	From: Wren Works, llc 5733 S. Forest Road, Poplar, WI 54864	5/13/2020
Project: La Pointe Town Dock	Contract:	Via: Smith Group (Engineer): Chris Devick
Owner's Contract No.:	Contractor's Project No.: 11119	Engineer's Project No.: 21358

Change Order Summary		
Description	Additions	Deductions
Water Infiltration Delay		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

Change in Contract Times (note changes in Milestone if applicable)	
Original Contract Times:	Substantial Completion: <u>6/1/2020</u>
[Increase] [Decrease] of this Change Order	Substantial Completion: <u>6/15/2020</u>

Change Order Detail
No cost change order. Increase date of completion from 06/01/2020 to 06/15/2020 due to complications of water infiltration delaying the concrete pour

By: _____
Engineer (if required)

Title: _____

By: _____
Owner (Authorized Signature)

Title: _____

By: Sandra Benes
Wren Works, LLC

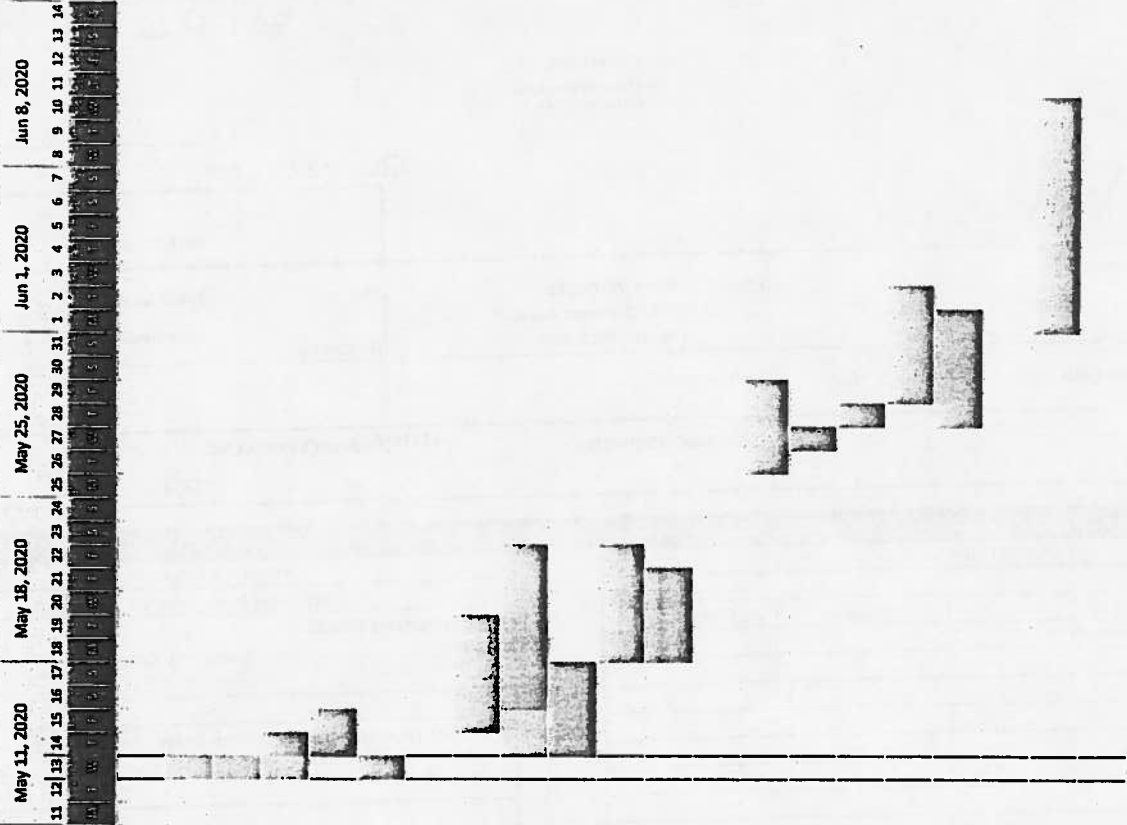
Title: Owner

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Town of LaPointe Dock

Wren Works, LLC
Troy Burkhardt

Project Start: **Wed, 5/13/2020**
Display Week: **1**



TASK	ASSIGNED TO	PROGRESS	START	END
Week of 5-10				
Weekly Project Meeting	All	100%	5/13/20	5/13/20
Notice to Proceed given for toe protection / Rip Rap	Nelson Construction	100%	5/13/20	5/13/20
Dock Widening - form and pour footing	Arnie Mackey	50%	5/13/20	5/14/20
Small Bollard Installation	Wren Works	25%	5/14/20	5/15/20
			5/13/20	5/13/20
Week of 5-17				
Concrete Pour - Saw tooth area	Arnie Mackey	0%	5/15/20	5/19/20
Beautiful Gift Shop and site clean up	Wren Works	25%	5/14/20	5/22/20
Toe Scour and Rip Rap install	Nelson Construction	0%	5/14/20	5/17/20
Install large bollards and final railing	Wren Works	0%	5/18/20	5/22/20
			5/18/20	5/21/20
Week of 5-24				
Site clean up, mobilization	Wren Works		5/26/20	5/29/20
Site Inspection	Smith Group/Wren Works		5/27/20	5/27/20
Punchlist Preparation	Smith Group		5/28/20	5/28/20
			5/29/20	6/2/20
			5/28/20	6/1/20
Final				
Completion of Punchlist Items	Wren		6/1/20	6/10/20
Final inspection and certificate of completion	Smith Group		6/10/20	

(5) TB, Lisa, Baub, Micaula.
Ben, Public

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and C & S Design and Engineering (the "Contractor").

RECITALS

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

WHEREAS, the Contractor represents to the Town 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 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 with the following services:

Design/As Built Passenger Shelter
Construction Documents/Plan Review
Respond to Contractor Questions

Such services will be provided at:

Town of La Pointe Dock

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of up to \$ 5,000.00 as follows:

Upon receipt of invoice

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ 5,000.00.

3. **Dates of Service.** The services provided for herein shall be provided between March 25, 2020 and June 15, 2020.

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 will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

Contractor will be responsible for ferry fees and disposal costs.

The Contractor shall, prior to reimbursement, provide the Town with a receipt for each reimbursement sought, which receipt supports the requested reimbursement.

RECEIVED

MAY 22 2020

initial: dg

5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town are set forth in the annexed Exhibit A which are incorporated herein by reference as a part of this Contract.

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

- a) Maintain its business separate and apart from the Town.
- 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 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 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:

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

To the Contractor:

Brianna Werhanowicz
C&S Design and Engineering
2023 6th St. West
Ashland, WI 54806
brianna@csdesignengineering.com

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

The Town of La Pointe (the Town)

Signature: _____

Printed Name: _____

Title: _____

Full Legal Name of Contractor (the Contractor)

Signature: Brianna Werhanowicz

Printed Name: Brianna Werhanowicz

Title: Associate Principal, C&S Design & Engineering, Inc.

(5)TB, Lisa, Barb, Micaela,
Public

Date: May 11, 2020
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
RE: Public Arts Committee Resignation
Agenda item for 5/26/20 Town Board Meeting

Steve McHugh sent an e-mail resigning from the Public Arts Committee.
Supporting documentation is attached.

I already have a posting up for this committee and will continue to post until positions are filled.

Thank You,

Dorgene

Current Members:

PUBLIC ARTS COMMITTEE

Committee formed at June 26, 2018 Town Board Meeting.
8 Members appointed at September 11, 2018 Town Board Meeting.
Bylaw approved at January 9, 2019 Public Arts Committee Meeting and
January 22, 2019 Town Board Meeting
Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

MEMBER:

TERM EXPIRES:

Peg Bertel	July 31, 2020
Steven McHugh, Chair	July 31, 2020
Charles Meech	July 31, 2021
Susan Sabre, Vice-Chair	July 31, 2020
Tim Sullivan	July 31, 2021
Robin Trinko Russell	July 31, 2021
OPEN	
OPEN	
OPEN	

Dorgene Goetsch

From: Steven J. McHugh <steve@mchughimages.com>
Sent: Sunday, May 10, 2020 1:09 PM
To: Robin Trinko-Russell; Charlie Meech; Peg Bertel; Tim Sullivan; Lisa Potswald; Dorgene Goetsch
Subject: My resignation from Committee

May 10, 2020

Steven McHugh

PO Box 164

LaPointe, WI 54850

Lisa Potswald

Town Administrator

Town of La Pointe

PO Box 250

La Pointe, WI 54850

Dear Lisa and Committee Members,

It is with regret that I tender my resignation from the Town of La Pointe Public Arts Committee as chairman and member, effective immediately. I also withdraw from consideration my copywritten sculpture proposal of a silhouetted steel Native American (Chief Buffalo) to be placed at the new ferry landing. Future requests for submissions should be open to all ideas, my concept was to represent and honor Chief Buffalo.

I am grateful for having had the opportunity to serve on this board with its fine objectives and I offer my best wishes for its continued success.

Steven John McHugh

Accounting Administrator Monthly Report May 2020

05/19/2020

GRANTS:

1. **MRF:** The 2019 Responsible Unit Grant (RUG) final report to the WI DNR accounts for the Town's actual recycling program, expenditures and revenues, as well as collection & disposal information. The report was electronically submitted to the DNR by April 30th. The information was also submitted to the MRF Workgroup as part of their MRF Operational Review from the Cornerstone Report.
2. **LIBRARY:** The Library has received several non-governmental grants to help fund their various recreational programs.
3. **TOWN DOCK:**
 - a. Wren Works has been paid their Pay Request #3 and Harbor Assistance Program (HAP) grant reimbursement has been requested.

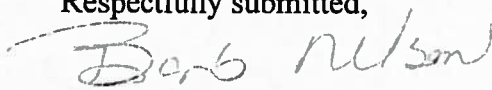
FINANCIALS:

1. Maitland, Singler & Van Vlack started the Town's financial audit, reviewed the 12/31/2019 financial records and the Form CT report was submitted to the WI DOR by the May 15th deadline. The auditors will be scheduling the "testing" portion of the audit here at the Town Hall. This typically is done over several days sometime during the summer. They are hoping to be here early or mid-July and have requested that more items for them be prepared ahead of their time here.
2. Understanding that the Town Board would like more time to review the list of vouchers that normally would be presented for review and approval, I will try to get that listing to the Town Board by mid-afternoon. And, for the first Town board meeting of the month, the voucher totals will be given to the Treasurer so the Treasurer's Monthly Report will be available to the Town Board by mid-afternoon as well.
3. The Budget Summary Comparison Report 2020 to 2019 has had a few "tweaks" to it. Comparing 2020 to 2019 was not very accurate due to the 3-6-2019 Emergency Service Building (ESB) Fire expenses. Starting with the April comparison report, the ESB expenses were deducted from 2019 to determine a NET 2019 expense for Law Enforcement, Fire Dept. and Ambulance Service. Hopefully this gives a more accurate snapshot between the two years.

MISCELLANEOUS:

1. Monday, May 25th is Memorial Day and the Town Hall staff will be off.
2. With the COVID-19 issues and orders, I still have quite a bit of vacation time that is to be used by my anniversary date of July 1st and will probably need to request, at the next Town Board meeting, an extension in which to use it.

Respectfully submitted,



Barb Nelson
Accounting Administrator/Deputy Clerk

RECEIVED

MAY 30 2020

Initial: dg

2020 Town Board Budget Condensed Summary Report

Includes Amend #1

REVENUES:

April 2020 Actual Y-T-D	2020 Amend #1 Budget
\$ 1,092,169	\$ 1,968,902
\$ 592,229	\$ 1,455,271
\$ 2,686	\$ 34,747
\$ 952	\$ 3,125
\$ 129,760	\$ 355,385
\$ 58,194	\$ 177,336
\$ 167,728	\$ 278,814
\$ 200,456	\$ 4,945,619
\$ 2,244,173	\$ 9,219,199

2020 Budget Remaining	2020 Amend #1 Budget
\$ 876,733	\$ 1,968,902
\$ 863,042	\$ 1,455,271
\$ 32,062	\$ 34,747
\$ 2,173	\$ 3,125
\$ 225,625	\$ 355,385
\$ 119,142	\$ 177,336
\$ 111,086	\$ 278,814
\$ 4,745,163	\$ 4,945,619
\$ 6,975,026	\$ 9,219,199

Apr-19 Actual Y-T-D	2020 Amend #1 Budget
\$ 1,020,372	\$ 1,968,902
\$ 60,584	\$ 1,455,271
\$ 7,168	\$ 34,747
\$ 751	\$ 3,125
\$ 145,791	\$ 355,385
\$ 89,846	\$ 177,336
\$ 131,275	\$ 278,814
\$ 51,026	\$ 4,945,619
\$ 1,506,813	\$ 9,219,199

2019 Amend#4 Budget	2020 Amend #1 Budget
\$ 1,883,797	\$ 1,968,902
\$ 472,988	\$ 1,455,271
\$ 29,425	\$ 34,747
\$ 4,175	\$ 3,125
\$ 355,895	\$ 355,385
\$ 174,400	\$ 177,336
\$ 442,206	\$ 278,814
\$ 1,617,605	\$ 4,945,619
\$ 4,980,491	\$ 9,219,199

EXPENDITURES

April 2020 Actual Y-T-D	2020 Amend #1 Budget
\$ 170,960	\$ 596,332
\$ 215,084	\$ 637,650
\$ 228,799	\$ 791,298
\$ 3,126	\$ 38,125
\$ 83,746	\$ 410,099
\$ 10,197	\$ 44,770
\$ 259,731	\$ 6,209,135
\$ 91,351	\$ 476,024
\$ -	\$ 15,767
\$ 1,062,993	\$ 9,219,200

2020 Budget Remaining	2020 Amend #1 Budget
\$ 425,372	\$ 596,332
\$ 422,566	\$ 637,650
\$ 562,499	\$ 791,298
\$ 34,999	\$ 38,125
\$ 326,353	\$ 410,099
\$ 34,573	\$ 44,770
\$ 5,949,404	\$ 6,209,135
\$ 384,674	\$ 476,024
\$ 15,767	\$ 15,767
\$ 8,156,207	\$ 9,219,200

Apr-19 Actual Y-T-D	2020 Amend #1 Budget
\$ 186,333	\$ 596,332
\$ 326,107	\$ 637,650
\$ 269,500	\$ 791,298
\$ 1,700	\$ 38,125
\$ 97,100	\$ 410,099
\$ 9,126	\$ 44,770
\$ 202,122	\$ 6,209,135
\$ 85,434	\$ 476,024
\$ -	\$ 15,767
\$ 1,177,422	\$ 9,219,200

2019 Amend#4 Budget	2020 Amend #1 Budget
\$ 638,023	\$ 596,332
\$ 994,861	\$ 637,650
\$ 832,552	\$ 791,298
\$ 42,115	\$ 38,125
\$ 448,458	\$ 410,099
\$ 41,225	\$ 44,770
\$ 1,499,790	\$ 6,209,135
\$ 370,513	\$ 476,024
\$ 112,955	\$ 15,767
\$ 4,980,492	\$ 9,219,200

TOTAL EXPENDITURES:

0.00

0.00

0.00

0.00

2020 Actuals & Comparisons to 2019

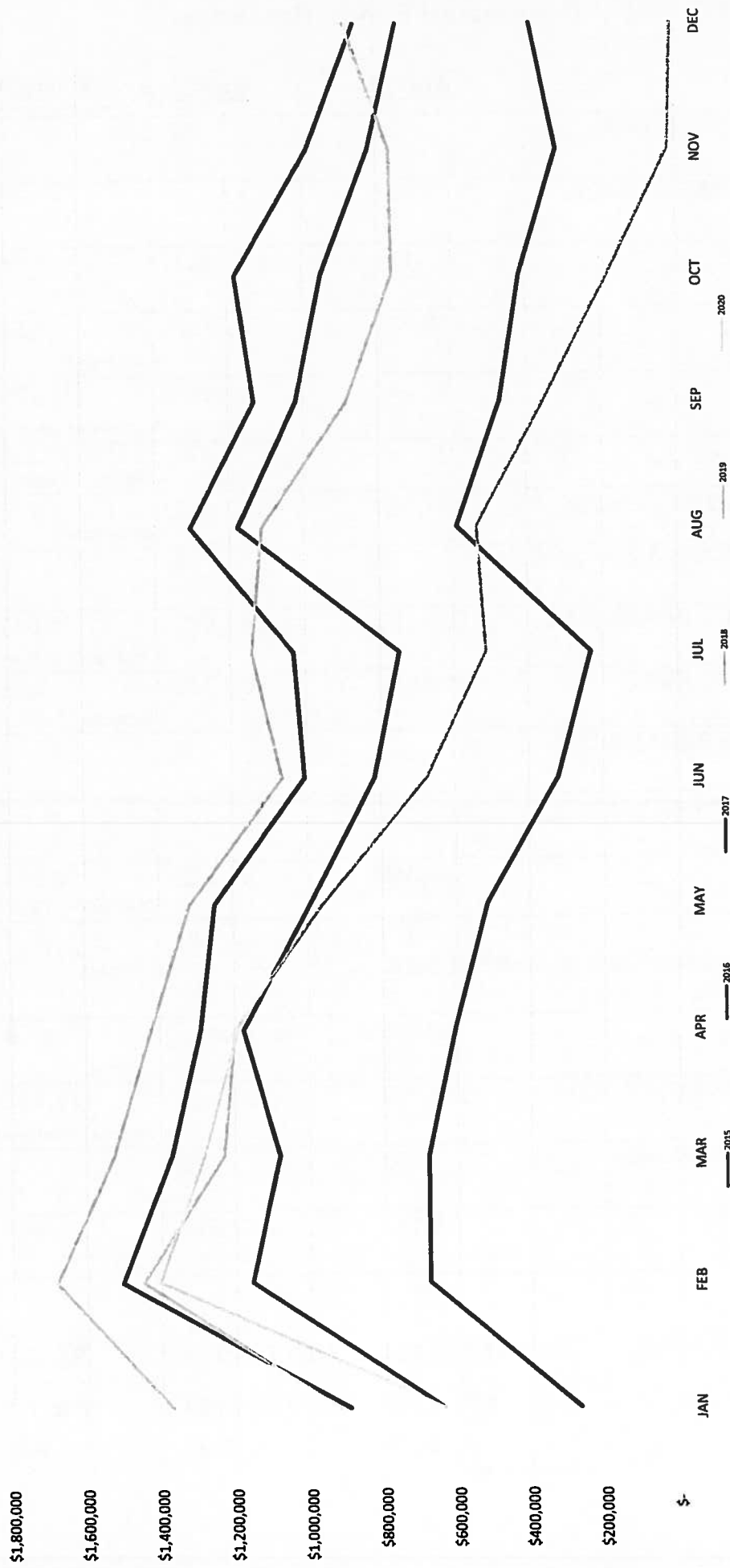
Year to Date April	2020	2019	Change	UP
REVENUES:	\$2,043,717	\$1,455,787		\$587,930
<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>				<i>Favorable</i>
<i>Quite a bit of deviations are due to timing only</i>				
All Tax collections (timing)	\$1,092,169	\$1,020,372	\$71,797	
Collection % of entire tax roll	58.1%	57.2%		
Transportation aids, state funding	\$53,400	\$52,104	\$1,296	
Grants & Reimbursements for 2019 expenses	<u>Harbor Grant \$538,625</u>	\$8,480	\$530,145	
BBTP Campground, shelters, NMV	\$37,599	\$55,768	(\$18,169)	
Airport, Docks & Harbor Fees, revenues	\$74,373	\$71,900	\$2,473	
Permits, tickets, licenses, Ambulance	\$12,479	\$16,816	(\$4,137)	
MRF Fees, sales	\$7,007	\$8,381	(\$1,374)	
Misc Revenue	\$3,596	\$1,045	\$2,551	
County & Intermunicipal re-imburements	\$58,194	\$89,846	(\$31,652)	<i>2020 Cty timing</i>
Misc leases, property sales, interest, contributions	\$166,072	\$124,313	\$41,759	
	<i>Bayfield School (windsled), Rural ESB</i>	<i>Rural \$100,000 ESB</i>		

	2020	2019	Change	UP
EXPENDITURES:	\$971,643	\$1,091,988		\$16,424
<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>		<i>ESB exp -\$136,769</i>		<i>Un-Favorable</i>
		<i>NET: \$955,219</i>		
General Government	\$170,960	\$186,333	(\$15,373)	
UP Computers/web-site, General insurance (to be split off to other departments), Oasis payroll processing			<i>Favorable</i>	
DOWN Accomodations tax (new method payout), Thall staff personnel costs, utilities				
Law Enforcement	\$106,570	\$123,067	(\$5,017)	<i>removed ESB</i>
UP Utilities, vehicle expenses		<i>ESB exp -\$11,480</i>	<i>Favorable</i>	
DOWN Legal, personnel costs		<i>NET: \$111,587</i>		
Fire Dept.	\$53,422	\$105,328	\$18,950	<i>removed ESB</i>
UP: Equipment purchases, repairs & maintenance		<i>ESB exp -\$70,856</i>	<i>Un-Favorable</i>	
DOWN General insurance (to be added from Gen Government), ice rescue		<i>NET: \$34,472</i>		
Ambulance Service	\$55,092	\$97,712	\$11,813	<i>removed ESB</i>
UP Compensation (bi-annual refresher), supplies & meds		<i>ESB exp -\$54,433</i>	<i>Un-Favorable</i>	
DOWN General insurance (to be added from Gen Government)		<i>NET: \$43,279</i>		
Roads	\$144,485	\$171,928	(\$27,443)	
UP Personnel costs (partially off-set by Parks), Unemployment, rentals, maint supplies			<i>Favorable</i>	
DOWN Ice Road/Winter Transportation, Parts, General insurance (to be added from Gen Government)				
DOCK/HARBOR	\$10,413	\$23,042	(\$12,629)	
DOWN 2019 recoding of Smith Group for HAP project will be moving to Capital			<i>Favorable</i>	
UP Contract w/Smith Group/Multi-Modal grant work (un-budgeted)				
CEMETERY	\$2,109	\$477	\$1,632	
DOWN			<i>Un-Favorable</i>	
UP Survey plat work, legal ordinance, groundwork				
MRF	\$61,380	\$62,227	(\$847)	
UP - Equipment maintenance			<i>Favorable</i>	
DOWN Personnel costs, General insurance (to be added from Gen Government)				
Library	\$63,146	\$63,989	(\$843)	
UP - MI Public Library Board handles			<i>Favorable</i>	
Parks	\$19,970	\$31,956	(\$11,986)	
UP Unemployment, Utilities			<i>Favorable</i>	
DOWN General insurance (to be added from Gen Govern), Labor & benefits shifted to Roads, General BBTP cleaning (timing)				
Recreation Center	\$631	\$1,155	(\$524)	
DOWN General insurance (to be added from Gen Govern)			<i>favorable</i>	
ZONING & PLANNING	\$10,197	\$9,126	\$1,071	
UP Compensation, committees expenses			<i>Un-Favorable</i>	
DOWN				
Capital Outlays	\$259,731	\$202,122	\$57,609	
UP Purchases, improvements			<i>"Un-favorable"</i>	
2020 Law Enforcement Gun Project & Squad outfitting	\$10,348			
2020 Town Hall Security System Project	\$1,007			
2020 Purchase of 2020 Ambulance	\$153,711			
2020 Roads (2019 fencing around fuel tank)	\$4,990			
2020 Rds Purchase 1/10 gravel	\$31,500			
2020 Airport Improvements (WI BOA catchup)	\$1,881			
2020 Town Dock Improvement (Engineering)	\$48,484			
2020 Rec Center remodeling	\$990			
2020 Greenwood Chapwl walkway	\$4,816			
2020 Misc ESB Site	\$2,004			
2019 Town Hall Security system equipment		\$1,071		
2019 Police - prepay for 2019 squad outfitting		\$9,081		
2019 Fire Dept turnout gear, equip		\$20,054		
2019 Rds new equipment		\$49,145		
2019 Rds Building improves		\$16,560		
2019 Rds Big Arn's Rds work, Chippewa, signs		\$6,853		
2019 Rds Purchase 1/10 gravel		\$31,500		
2019 WTC Partial pay LA Sled #1		\$28,616		
2019 THall solar		\$2,000		
2019 ESB Site, Cty Garage		\$5,271		
2019 Cemetery Chapel expenses		\$17,640		
2019 Parks Truck purchase		\$10,000		
2019 BBTP Improvements		\$1,164		
2019 Rec Center improvements		\$3,309		

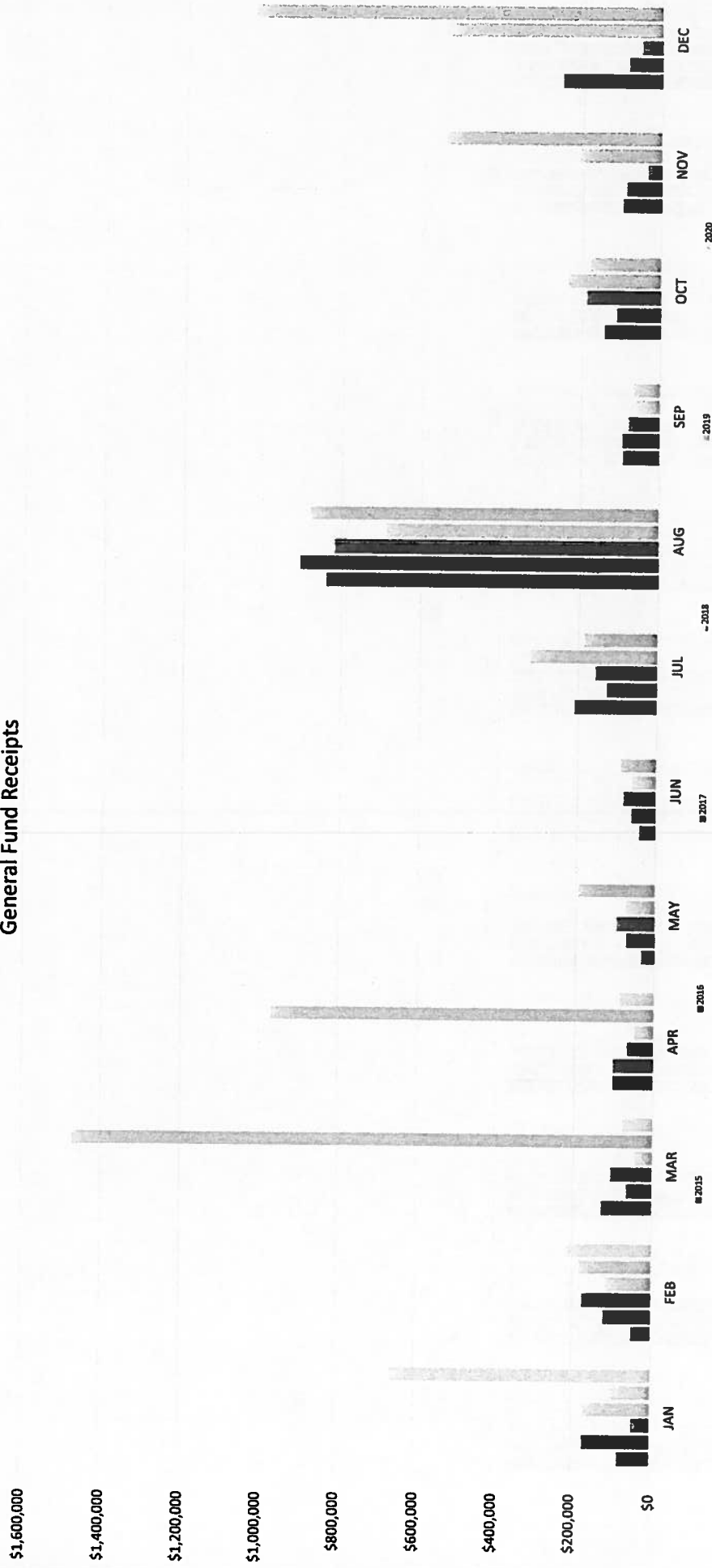
2020 Town Board Designated Funds Breakdown

	<u>Apr-20</u> -	<u>Mar-20</u> =	<u>CHANGE</u>	<u>2020 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	17,121	17,121	0	11,779
LAW ENFORCEMENT:	-131	-131	0	11,940
FIRE DEPARTMENT:	59,787	59,757	30	141,188
			<i>+ interest</i>	
AMBULANCE:	32,087	43,866	(11,779)	46,430
			<i>+ interest -loan + EMT Train reimburs</i>	
HIGHWAY:	-1	3,234	(3,235)	0
			<i>-close out fund: fuel tencing</i>	
ESB RECOVERY FUND (Donations)	354,106	353,912	193	0
			<i>+interest</i>	
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	641,153	644,842	(3,689)	0
			<i>+ interest - veh equipping expends</i>	
ESB BLDG INSURANCE FUND	468,258	468,002	256	0
			<i>+ interest</i>	
AIRPORT EXTENSION/EXPANSION:	0	0	0	0
MATERIAL RECOVERY FACILITY:	0	0	0	0
PARKS:	34,049	31,532	2,517	30,066
			<i>+interest + bench donation</i>	
REC CENTER:	5,487	5,484	3	3,686
General Recreation Center, Softball fund			<i>+interest</i>	
CEMETERY FUND	10,683	10,677	6	501
			<i>+ interest</i>	
WINTER TRANSPORTATION FUND:	30,393	101,131	(70,738)	36,916
			<i>+ interest-final sled payment-shutdown</i>	
ALTERNATIVE ENERGY FUND:	90	90	0	89
LIBRARY:	73,177	72,213	965	69,819
TOTAL DESIGNATED FUNDS:	\$1,726,284	\$1,811,755	(85,471)	\$352,414
Individual Funds Listing	1,726,283	1,811,754	(85,471)	\$352,415
Variance	\$0.96	\$0.71	\$0.25	-\$1.00
	<i>rounding</i>			

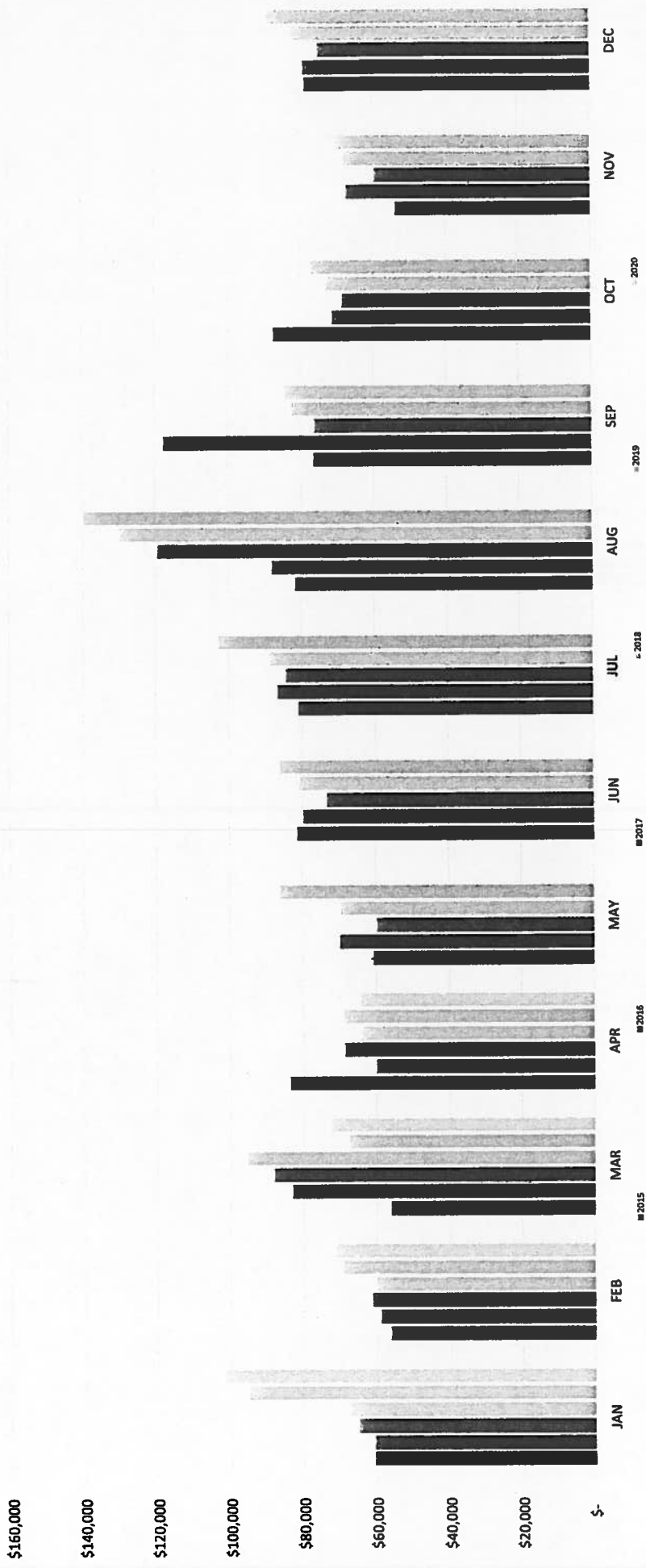
General Fund Checkbook ending Balance



General Fund Receipts



Monthly Payroll & Payroll Taxes



Monthly Expenditures

\$2,500,000

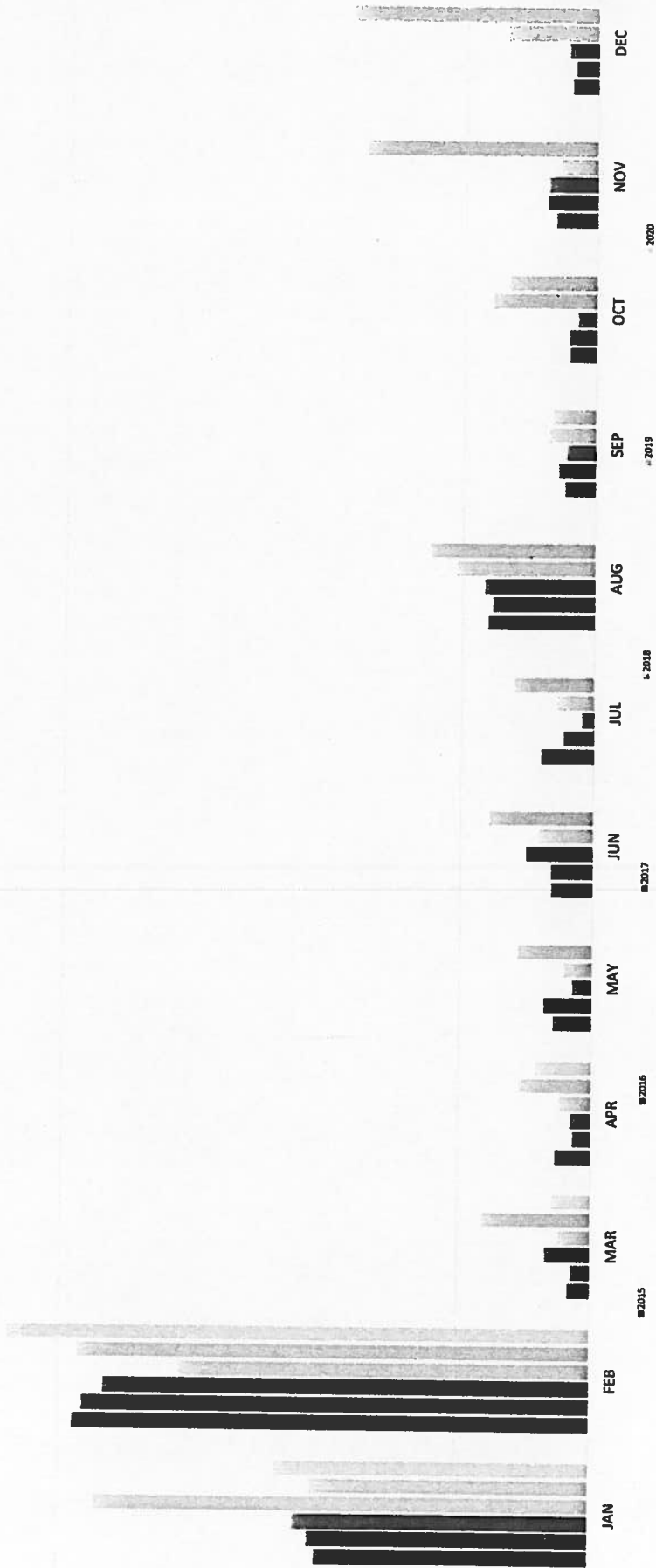
\$2,000,000

\$1,500,000

\$1,000,000

\$500,000

\$-



TBUSA Barb,
Micaela, p. 111

For Renew 5/26/20
Agenda

**TOWN OF LA POINTE
RESOLUTION NUMBER 2020-0324**

Declaration of Health Emergency in the Town of La Pointe

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern, and

WHEREAS, the United States Health and Human Services Secretary declared a Public Health Emergency for the entire United States, to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19", which is contagious, and at times fatal, respiratory disease, and

WHEREAS, the Governor of the State of Wisconsin has declared a public health emergency under Wisconsin Statute 323.10, and

NOW, THEREFORE BE IT PROCLAIMED, by the Town of La Pointe Board of Supervisors, pursuant to Wis. Stat. §323.11, that a local public health emergency now exists throughout the Town of La Pointe.

IT IS FURTHER PROCLAIMED AND ORDERED by the Town Board that during the existence of said local emergency the powers, functions and duties of the emergency management organization of this Town, shall be those prescribed by state law, and by ordinances and resolutions of the Town of La Pointe as previously approved by the Town Board.

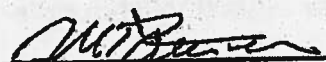
IT IS FURTHER PROCLAIMED AND ORDERED, that the Town Board Chairperson, Town Clerk, Town Administrator and the Town, acting under the powers granted pursuant to Wis. Stat. §323.14(4)(b), for and on behalf of the employees and residents of the Town of La Pointe, will do whatever is necessary and expedient to protect the health and well-being of the Town of La Pointe and its residents, including the issuance of Administrative Orders and other directives as may be required for a period not to exceed four months from the date of this proclamation.

IT IS FURTHER PROCLAIMED AND ORDERED, all Town buildings will be closed to the public except by appointment, and that all councils, boards, committees and/or commissions of the Town of La Pointe are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such council, board, committee and/or commission via video or telephonic means shall count toward a quorum of such council, board, committee and/or commission and such

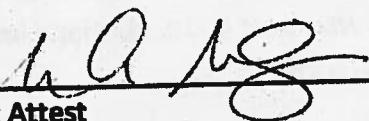
member shall have the full authority to engage in discussions and vote as if he or she were personally present at the meeting. This authority shall exist for a period not to exceed four months from the date of this proclamation.

IT IS FURTHER PROCLAIMED AND ORDERED, that any voucher that would otherwise be signed by all Town Board Members may now be signed only by the Town Board Chairman or the Town Clerk. Prior to signature, the Accounting Administrator or the Town Clerk will circulate questionable vouchers only to all Town Board Members to see if there are any objections. Town of La Pointe Chapter 40, Article VI describes the Town's alternative claim procedure. An electronic or facsimile signature will be accepted as an original signature. This authority shall exist for a period not to exceed four months from the date of this proclamation.

Adopted March 24, 2020



Jim Patterson, Chair



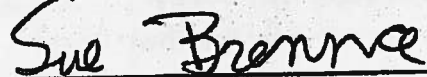
Clerk Attest



Michael Anderson, Supervisor

April 2, 2020

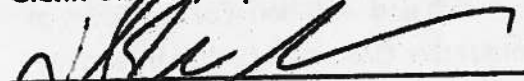
Date Posted



Sue Brenna, Supervisor



Glenn Carlson, Supervisor



John Carlson, Supervisor

TB5 Lisa. Brub, Micaela.
public

TOWN OF LA POINTE
RESOLUTION #2020-0526
Appoint Alternate Members for Board of Review

WHEREAS, 1997 Wisconsin Act 237 has amended the procedures for Board of Review procedures commencing in the year 2000;

WHEREAS, one of the changes to Section 70.47 of the Wisconsin State Statutes authorizes the removal of Board of Review members for individual cases under specific circumstances;

WHEREAS, Section 70.47(6m)(c) authorizes the appointment of alternate members to serve on the Board of Review when standing members are removed from individual cases;

NOW THEREFORE, the Town Board Supervisors of the Town of La Pointe, Ashland, County, does ordain as follows:

DRAFT

1. ADOPTION:

Pursuant to Section 70.47(6m)(c) and Section 70.46(1) of the Wisconsin State Statutes, the Town Board of the Town of La Pointe hereby provides for the appointment of alternates to serve on the Town of La Pointe's Board of Review in the event a standing board member of the Board of Review is removed or unable to serve for any reason.

2. APPOINTMENTS:

The following electors of the Town of La Pointe are hereby named as alternates in the order indicated to serve as alternate Board of Review members:

- Alternate #1: Marie Noha
- Alternate #2: Ralph Imholte

The appointments made in the resolution are for the year 2020 Board of Review proceedings and effective upon posting as provided by law.

Passed this 26th day of May 2020

Jim Patterson, Chair

Posted: _____

Mike Anderson, Supervisor

Attest _____
Micaela Montagne, Town Clerk

Sue Brenna, Supervisor

Glenn Carlson, Supervisor

John Carlson, Supervisor

DRAFT

RECEIVED
MAY 30 2020

Initial: cg

TB (S) Lisa, Ben, Micaela,
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
WEDNESDAY MAY 13, 2020
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson

Staff Present: Ben Schram (via telephone), Lisa Potswald, Elected Clerk Micaela Montagne

Public Present: Paul Brummer

Called to Order: 5:30pm

I. Public Comment A*: Paul Brummer commented on Self Hauling for the Materials Recovery Facility and that he is available for discussion on the Cemetery Ordinance Changes. Clerk Montagne read a comment from Robin Trinko Russell regarding opening the porta potties in Town.

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated 5/8/2020 placed on file by Unanimous Consent.

III. Public Works

A. Public Works Director

1. **Public Work Director's Report:** Report prepared and presented by Ben Schram for April 2020 placed on file by Unanimous Consent. The Town crew is also fixing ruts created by the front-end loader after the large snow fall.

B. Roads

1. **Town Dock Approach/Apron Repairs:** nothing new to report
2. **Consider Contract with Nelson Construction** for up to \$15,000 for Dock Approach/ Apron: Motion to approve the contract, G. Carlson/ s. Brenna, 5 Ayes, Motion Carried.

C. Parks: Ben Schram thanked both the Town Crew and volunteers for clearing the Capser Trail. Ben Schram also mentioned that the campground is booking up for July and August.

D. Materials Recovery Facility (MRF)

1. **MRF Supervisor's Report:** Report prepared by Ted Pallas for April 2020 placed on file by Unanimous Consent.

2. **Post for MRF Attendant:** Motion to post until filled (full time, \$17.50 to 19.00/ hour, Class B license required), J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

3. **Contract with South Shore Sand and Gravel for Hauling:** Contract for \$110/ hour not to exceed \$10,000 as a temporary plan for hauling solid waste and demolition boxes until 12/31/2020. Motion to approve contract and use as needed, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Airport

1. **Airport Manager's Report & Checklist:** Report prepared by Paul Wilharm for April 2020 placed on file by Unanimous Consent. Industrial lots have been expanded and completed as much as possible and leased lots will be moved on to.

~~2. Hangar Lease Lot 9A: Gene Nelson removed from agenda.~~

3. Cares Act Grant Operation and Maintenance Costs Agency Agreement: Up to \$20,000 may be available to the Town and used for a variety of things at the airport including terminal building, salaries, utilities, runway, etc. Motion to approve signing the Agreement, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

F. Cemetery

1. Cemetery Ordinance: Chapter 220 Change: Motion to table until hear more answers from the Town Attorney, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

2. Accept DSACF Grant for \$1300 for Chapel Sidewalk at Greenwood Cemetery: Motion to accept the grant funding from the Michael Madeline Island Fund of the DSACF, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Rental Permit Deadline Extension: Motion to extend the deadline until June 15, 2020 as recommended by the Town Plan Commission, J. Patterson/ J. Carlson, 5 Ayes, Motion Carried.

2. Appointment of Town Plan Commission Chair: Chair Jim Patterson appoints Suellen Soucek as Town Plan Commission Chair.

V. Town Hall Administration

A. Budget Report: Motion to approve the report as presented dated 5/8/2020, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. Grant Updates: Administrator L. Potswald will continue to watch for the CARES Act money as it is available.

C. COVID-19 Re-Opening of Town Government, Campground, Town Property, Etc.: Lengthy discussion on the situation. Public Works Director, Town staff, and Town Board agree that taking an assertive approach (not aggressive and not relaxed) is best. This includes opening the Whitefish and Joni's Beach bathroom buildings, waiting to open porta potties, not book any more pavilion rentals, keep to an assertive cleaning schedule, use signs to encourage social distancing, the campground will do what the State Park is doing with an opening on June 1, 2020. Motion to open the Big Bay Town Park campground as the State Park is doing on June 1, 2020, authorize the Public Works Director, Ben Schram, to use discretion at opening other bathrooms, garbage receptacles, etc., M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

D. COVID-19 Statement to Public: Joint statement from the Town, Madeline Island Chamber of Commerce, and the Madeline Island Ferry Line. Motion to adopt the notice, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

E. Fourth of July Events: Events for 2020 cancelled.

F. Bremer Bank Loan Documents: Motion to have the loan documents signed (by the Town Chair, Clerk, Treasurer) for \$911,000 for 10 years at 1.98%, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

G. Annual Town Meeting Preparation: Discussion that there will be microphones for Town Board but not the public, some table and chairs, public asked to bring own chair. Documents will be available at the meeting.

H. Le Sueur St. Restroom Agreement with Gary Russell and Robin Trinko Russell: Motion to approve and authorize the Town Chair to sign (though not opening the porta potties right away), M. Anderson/ G. Carlson, 5 Ayes, Motion Carried.

I. Clarify Dates/ Possibly Reschedule for Open Book and Board of Review: Keep the original dates of Open Book on June 3 from 3-5pm and Board of Review on June 10 from 5 to 7pm.

VI. **Alternative Claims:** Motion to approve Alternative Claims for April 2020 in the amounts of \$87,989.77, \$185,755.62 and \$886,97 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. **Treasurer's Report:** Report showing a total of \$2,949,733.60, and available checking of \$858,415.94 and a balance of \$191,400.98. Motion by G. Carlson to table until the next meeting as the report came in just prior to the meeting. Discussion on how vouchers need to be done prior the report. Motion withdrawn. Motion to approve, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

VIII. Minutes

A. Special Town Board Meeting April 23, 2020: Motion to approve minutes as submitted, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

B. Regular Town Board Meeting April 28, 2020: Motion to approve minutes as submitted, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

C. Special Town Board Meeting May 7, 2020: Motion to approve minutes as submitted, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

IX. Police Department

A. Police Chief's Report: Report prepared by William Defoe for April 2020 placed on file by Unanimous Consent.

B. Hire Part Time Officer: Discussion on part time office hours and budget. Motion to table for clarification, J. Patterson/ S. Brenna, 5 Ayes, Motion Carried.

C. Officers Working as EMTs: two officers are EMTs. Motion to table for clarification, S. Brenna/ G. Carlson, 5 Ayes, Motion Carried.

X. Emergency Services

A. Fire Chief's Report: Report prepared by Rick Reichkitzer placed on file by Unanimous Consent.

B. Fire Chief Appointment: Motion to appoint Rick Reichkitzer for a four-year term, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

XI. **Public Comment B**:** Paul Brummer commented on businesses covering the porta potties instead of the Town.

XII. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Nothing new.

XIII. New Agenda Items for Future Meetings: Liquor Licenses discussion, more COVID-19 discussion, police officers as EMTs, hire part time police officer, ESB contracts, MRF Hauling

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

Submitted by Micaela Montagne, Town Clerk.

DRAFT

TB Lisa, Barb, Micaela,
Public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
FRIDAY MAY 15, 2020
5:30pm AT TOWN HALL
Draft Minutes**

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson

Staff Present: Lisa Potswald, Elected Clerk Micaela Montagne

Public Present: Five Bugles/ Wendel (via telephone), Evan J. Erickson

Called to Order: 5:35pm

1. Public Comment*: None

2. Construction of Emergency Services Building: Opening of Bids

Contract No. 01 – General Construction Contract:

1. V&S Construction Services \$1,379,000 with fire suppression alternate \$320,500
2. Marawood Construction \$1,665,563, alternate \$444,486
3. Angelo Lupino Inc \$1,200,000 alternate \$277,000
4. RAM General Contracting Inc \$1,738,000, alternate \$380,460
5. Berghamer Builders \$1,029,924, alternate \$398,688

Contract No. 02 – HVAC Construction Contract

1. Paul Sheet Metal Inc \$532,169 no alternate
2. A to Z Plumbing \$345,341 alternate \$4,000
3. KBK Services \$399,000 no alternate
4. Blakeman Plumbing and Heating \$376,500 no alternate
5. Brown Plumbing and HVAC \$313,000 no alternate

Contract No. 03 – Electrical Construction Contract

1. Jolma Electric \$397,915 alternate \$55,200
2. 5 Star Electric \$280,000 alternate \$20,000

Contract No. 04 – Plumbing Construction Contract

1. A to Z Plumbing \$155,304 alternate \$3,000
2. KBK Services \$173,900 alternate \$12,500
3. Blakeman Plumbing and Heating \$190,650 alternate \$19,400
4. Brown Plumbing and HVAC \$114,000 no alternate

Next steps are for Wendel/ 5 Bugles to check on bids and bidders, tabulate. Award Bid recommendations at the 5/26/2020 Town Board meeting as well as a change order for Nelson Construction with the site prep. Hopefully by June 5 contracts will be in place and work can begin.

Apparent low bidders for the previous bids received (that were rejected) were general contracting \$1,593,256; HVAC \$438,150; Electrical \$434,451; Plumbing \$290,300.

3. Public Comment**: None

4. Adjourn: Motion to adjourn, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried. Adjourned at 5:49pm.

Submitted by Micaela Montagne, Town Clerk

DRAFT

T35 Lisa, Barb, Micala.
p. 2011

**TOWN OF LA POINTE
ANNUAL TOWN MEETING
Tuesday, May 19, 2020
At 5:00 PM Outside at the Rec Center Pavilion
Minutes**

Townspople present as per attached list (42 people)

I. Call to Order: Town Chairperson Jim Patterson called the meeting to order 5:00pm.

II. 2019 Financial Report: Discussion on how the ESB loan figures differ from what will be spent: clarifies that the financial report is just for 2019 and what was known at the time, not the current status of the building. Motion by Glenn Carlson to approve the 2019 financial report, second by Mike Anderson, 35 Ayes, 0 Nays, 1 Abstain, Motion Carried.

III. Approval of Minutes

- A. Special Town Meeting August 10, 2018
- B. Annual Town Meeting April 16, 2019
- C. Special Town Meeting August 13, 2019
- D. Special Town Meeting December 2, 2019
- E. Annual Town Meeting to Adjourn April 21, 2020

Motion by Glenn Carlson to approve all minutes listed, second my Mike Starck, 33 Ayes, 0 Nays, 2 Abstain, Motion Carried.

IV. Emergency Services Building (ESB)

A. Updates on Process: New bid results came in, the building (without additional permit fees, construction management, architect, etc. the total is \$2,535,291. A new resolution is does not need approval by the townspeople. Motion by Mike Starck to approve building the ESB for a total of \$2,788,820, second by Carl Brooks. Discussion that this would be an advisory motion only. 8 Ayes, 12 Nays, Motion failed.

B. Resolution #2020-0519: Amending Resolution #2019-0813 Constructing an Emergency Services Building (Contingent on Bid Results Opened 5/15/2020): Not needed.

V. Topics from the People: Clerk Montagne read a letter submitted by Alexandra Caswell regarding COVID-19 restrictions.

Sheri Milburn thanked the Town for the Capser Trail clean up.

Paul Brummer commented on making sure the Town Board keep the 2020 budget in check, that the lake levels in all great lakes are still high- with hopes that Madeline Island work with other Great Lakes communities on the issue. He also commented on his hopes that the Great Lakes Island Initiative work on the head tax issue.

Mike Starck thanked the contractors with low bids for the Emergency Service Building, but that the total is still almost one million more than the building when all costs are considered.

Kristen Lein mentioned that the plow trucks drove too fast over the winter as trees were knocked down.

VI. Adjourn: Motion by Steve McHugh to adjourn, second by Robin Russell, All Ayes, Motion Carried. Adjourned at 5:28pm.

Respectfully Submitted by Micaela Montagne, Town Clerk.

(5)TB, Lisa, Barb, Micaela,
Ambulance, Public

Madeline Island Ambulance Service Report

May 25, 2020

We have had a transport during the month of May. We have not seen symptoms of COVID-19 but remain on high alert.

We have had both a training meeting with videos and our regular monthly meeting on Zoom. We will continue with that practice until further notice. The state Medical director and our Regional Medical Director encourage us to keep using this practice. We are still having regular meetings with both of them as well. The news is that we are not to dispose of our N95 masks. The state is developing a program and process to renew their use. We are still stocked but I am worried about all the new faces I see each day arriving on the island.

I attended the last meeting with the architect for the ESB. We went through the electrical, plumbing and HVAC systems. We are so glad that the bids came in at the amounts that they did and work on the building can begin.

We are working on a summer resident that has his EMT license to join the service for the summer. It will be great to have him on call during our summer season. Hopefully our student will be licensed by then. She does have her training permit and is allowed to come along on runs and learn the back of the ambulance. She will also start carrying a radio.

Everyone has been driving the new ambulance and we are stocked for the summer busy season. We will continue with COVID protocols all summer. We will take crew and patient temperatures, encourage people to self-transport and speak with their doctors before going to the hospital.

Please stay safe, wash your hands, social distance, get some fresh air, eat a good diet, exercise and stay healthy! Respectfully Submitted, Cynthia Dalzell, Madeline Island Ambulance Service

RECEIVED

MAY 28 2020

Initial: dg
via e-mail from
Micaela

(5) TB, Lisa, Barb, Micaela,
Bill, Cindy, Rick, Ben, Public

Lisa Potswald

From: Mark D. Molnar <mmolnar@wendelcompanies.com>
Sent: Friday, May 22, 2020 11:17 AM
To: Lisa Potswald
Cc: Mark D. Molnar; Timothy A. Gagner; Michael C. Galley; Kaitlyn M. Heschke; Robert W. Krzyzanowski
Subject: Letter of Award Recommendations
Attachments: 200522 Town of La Pointe Letter of Recommendation Bid #3.pdf; Semi Executed CO # 001.PDF
Importance: High

Lisa,

Attached please find our recommendation for award on this project for General Construction, HVAC, Electrical and Plumbing Contracts.

We have included the Base Bid values and Alternate No. 1 Fire Suppression values for board consideration.

We are also including the Credit Change order for Nelson's Site/Utility Contract based on the revised site design for Board review and acceptance as well.

Finally, we would request that the Board at their 5/26/20 meeting give the Board chairman authorization to execute contracts upon each selected contractor furnishing executed contracts and acceptable bonds and insurances.

Please advise if the Board accepts our recommendations and accepts Alternate No. 1 at the 5/26/20 Board, and we will prepare Notices of Award for each contract along with the associated contracts for execution.

Please feel free to contact me if you have any questions.

Have a great holiday weekend!!!

Mark D. Molnar, PE
Vice President, Construction
Principal



RECEIVED

MAY 22 2020

Initial: dg

ARCHITECTURE | ENGINEERING | ENERGY EFFICIENCY | CONSTRUCTION MANAGEMENT

Wendel, Centerpointe Corporate Park, 375 Essjay Road, Suite 200, Williamsville, NY 14221
p. 716.688.0766 ff. 877.293.6335 m. 716.220.3243 e. mmolnar@wendelcompanies.com w. wendelcompanies.com

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----- Original message -----

From: Lisa Potswald <administrator@townoflapointewi.gov>

Date: 5/22/20 11:07 AM (GMT-05:00)

To: "Mark D. Molnar" <mmolnar@wendelcompanies.com>

Cc: "Robert W. Krzyzanowski" <rkrzyzanowski@wendelcompanies.com>, "Kaitlyn M. Heschke" <kheschke@wendelcompanies.com>

Subject: Letters of Award Recommendations

Hi, Mark.

Just a reminder that we need the letters of recommendation by noon CST today if at all possible.

Thanks,

Lisa Potswald
Town Administrator
Town of La Pointe
PO Box 270 – 240 Big Bay Road
La Pointe, WI 54850
715-747-6914
administrator@townoflapointewi.gov



May 22, 2020

Lisa Potswald
Town Administrator
Town of La Pointe
PO Box 270 -240 Big Bay Road
La Pointe, WI 54850

**SUBJECT: Wendel's Recommendation to Award
Town of La Pointe Emergency Services Re-Bid**

Dear Lisa,

Wendel has completed the review of the apparent low bidders for each of the four contracts being awarded for the Town of La Pointe Emergency Services Re-Bid as follows:

- General Construction Contract No.02,
- HVAC Construction Contract No.03,
- Electrical Construction Contract No.04,
- Plumbing Constructing Contract No.05

Our review included conducting a conference call with each bidder to discuss/confirm their understanding of the scope of work, their qualifications, schedule requirements and bid proposal as well as contacting their references to gain insight on previous performance of projects similar in scope. The results of our review concluded that each apparent low bidder understands the scope of work and project schedule, are comfortable with their bid and are capable of successfully executing this project. If the Board accepts the Base Bid and Alternate No. 1 Fire Suppression amounts, Wendel hereby recommends that the following contractors be awarded the respective contracts:

General Construction Contract No. 02

Berghammer Builders

Base Bid:	\$1,029,924.00
Alternate #1:	<u>\$398,688.00</u>
Total Lump Sum Bid (including alternate):	\$1,428,612.00

HVAC Construction Contract No. 03

Brown Plumbing and HVAC

Base Bid:	<u>\$313,000.00</u>
Total Lump Sum	\$313,000.00



Electrical Construction Contract No. 04

5 Star Electric
Base Bid: \$280,000.00
Alternate #1: \$20,000.00
Total Lump Sum Bid (including alternate): \$300,000.00

Plumbing Construction Contract No. 05

Brown Plumbing and HVAC
Base Bid: \$114,000.00
Alternate #1: Inc.in Base Bid \$5,400.00 \$0.00
Total Lump Sum Bid (including alternate): \$114,000.00

We have also negotiated the attached Credit Change Order No.1 with Nelson Construction for the revised site work associated with Site/Utility Contract No. 1 in the amount of (\$59,414.00) which amends their contract as follows:

Current Contract Value:	\$414,093.00
Credit CO No. 1:	(\$59,414.00)
Total Adjusted Contract Value:	\$354,679.00

Please review the above recommendations and if you have any questions or comments, do not hesitate to contact us.

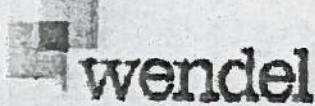
Sincerely,

A handwritten signature in black ink, appearing to read "M D Molnar", with a long horizontal line extending to the right.

Mark D. Molnar, P.E.
Principal/Project Manager

(5)TB, Lisa, Barb, Micaela,
Bill, Cindy, Rick, Ben, Public

#001



Wendel
Sanbury Place Building 004 Suite 202 Mailbox 2 800 Wisconsin Street
Eau Claire, Wisconsin 54703
Phone: (715) 832-4848
Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station

Subcontract Change Order #001: CE #001 - Construction Bulletin #1

CONTRACT COMPANY:	Nelson Construction of La Pointe, WI PO Box 5 La Pointe, Wisconsin 54850	CONTRACT FOR:	Nelson 2020 -2020 Nelson Site Contract
DATE CREATED:	5/19/2020	CREATED BY:	Kaitlyn Heschke (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Kathy Wroblewski	LOCATION:	
DESIGNATED REVIEWER:	Michael Galley (Wendel (Williamsville Office))	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	05/20/2020
REFERENCE:		CHANGE REASON:	Other
SCHEDULE IMPACT:		TOTAL AMOUNT:	(859,414.00)

DESCRIPTION:

CE #001 - Construction Bulletin #1

Contractor is to provide the following cost adjustments as listed below and pursuant to Construction Cost Bulletin #1.

- * Costs should be listed for each item individually as back up to the final total cost submitted on this RFQ.
- * See attached SOV for remaining contract total. Please notify us within your RFQ response what totals will correlate with SOV line items.

1. Credit for the sitework (grading etc) for the reduced building size from his original bid
2. Credit for the reduced excavation for the building pad and foundations
3. Credit for exterior mechanical pads that was removed from the project
4. Previous Credit of \$15,433.00 for the use of the gravel material from the island (this will be the official acceptance of the \$15,433 that is current in your AIA A101 contract)
5. Credit for the removal of the east parking lot from the plans (this credit should include the add for topsoil, seed and mulch)
6. Credit to replace areas planned for sod to be seeded/mulched.
7. Credit for the roof leader connected deleted from the plans
8. Cost for adjustment of pipe culverts, storm sewer and connection to Voyager caused by the relocation of the west parking area.
9. Cost for additional erosion control BMP's from the removal of the east parking area.
10. Cost for prep to add sidewalk on the west side parking lot.

ATTACHMENTS:

Wendel_fire hall_CC#001.PDF

RECEIVED
MAY 22 2020

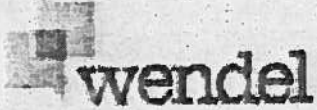
Initial: *dcj*

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1				(559,414.00)
Subtotal:				(559,414.00)
Grand Total:				(859,414.00)

#001



The original (Contract Sum)	\$ 329,872.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 329,872.00
The contract sum will be decreased by this Change Order in the amount of	(69,414.00)
The new contract sum including this Change Order will be	\$ 270,458.00
The contract time will not be changed by this Change Order	

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Nelson Construction of La Pointe, WI
PO Box 5
La Pointe Wisconsin 54850

Ronald Nelson
SIGNATURE DATE
5-20-20

SIGNATURE DATE

SIGNATURE DATE

*Piledriving - Marine Construction - Sand & Gravel
Sewer & Water - Concrete Ready-Mix*

NELSON

Construction Company of La Pointe, Inc.

PO Box 5, La Pointe, WI 54850

Phone: 715-747-3300

Fax: 715-747-5000

Email: nelsonco@cheqnet.net

May 6, 2020

REVISED 5/13/20

Wendel
Banbury Place Building D04
Suite 202 Mailbox 2
800 Wisconsin Street
Eau Claire, Wisconsin 54703

RE: Project 433101 - Town of La Pointe Fire Station
Change Event #001 - Construction Bulletin #1

In regards to a request for change order based on our previously accepted contract and rebid deducts due to changes to the original plan, Arnie spoke with Tim Gagner on 5/6/20, based on discussion and review of contract line items - following is an explanation of the adjustments we are presenting, based on request, to our SOV:

1. Credit for the sitework (grading etc) for the reduced building size from his original bid

The building footprint has been reduced by 2,000 sq ft - however all site work, based on the original plan, was previously completed and has been paid in full (SOV line item - **Clearing & Grubbing** - \$26,343.00 paid in full)

Deduct Amount: \$ 0.00

2. Credit for the reduced excavation for the building pad and foundations

Excavation pricing is by the CY - even though the building footprint has been reduced and the pad and foundation area is less, we now have to dig a footing for the new 4 ft wall, so the deduction for this item is minimal, but there is an ADD for the additional excavation (SOV line item - **Haul Excess Clay Away**)

ADD Amount: \$ 900.00

3. Credit for exterior mechanical pads that was removed from the project

We are estimating a potential deduction for this change as follows (SOV line item - **Granular Fill - Grade 1 - 4 cy @ \$41.00/cy**) HOWEVER, this SOV line item may be adjusted at the end of the job, as this line item is based on actual cy (figure is not shown on SOV)

POSSIBLE Deduct Amount: \$ -164.00

4. Previous Credit of \$15,433.00 for the use of the gravel material from the island (this will be the official acceptance of the \$15,433 that is current in your AIA A101 contract)

This credit is reflected in 3 SOV line items: \$5,162.70 is part of SOV Gravel Parking Lot (East) See Item #5 below, the balance of the \$15,433, which is \$10,271.00 is credited as follows (SOV line item - **Main Entrance H.D. - \$-4,600.50 & SOV line item - West Driveway - \$-5,670.50**)

Deduct Amount: \$-10,271.00

***Piledriving - Marine Construction - Sand & Gravel
Sewer & Water - Concrete Ready-Mix***

5. Credit for the removal of the east parking lot from the plans (this credit should include the add for topsoil, seed and mulch)

This parking lot has been removed from the plans - there is a gravel credit within this line item in the amount of \$5,162.70 (which is part of the \$15,433 gravel credit - See Item #4 above) This entire line item is credited in the amount of \$-34,503.00 PLUS the ADD for topsoil, seed & mulch in this area - for an ADD of \$3,860.00 - this results in a reduced credit as follows: (SOV line item - Gravel Parking Lot - \$-30,643.00) **Deduct Amount: \$-30,643.00**

ALSO there is an additional credit for the filter cloth that will not be needed in this area - credit as follows: (SOV line item - Filter Cloth - \$-2,200.00) **Deduct Amount: \$ -2,200.00**

6. Credit to replace areas planned for sod to be seeded/mulched.

The sod has been removed from the plans and is being replaced with seed - Therefore, we are crediting the cost of the sod from line item Sod in the amount of \$-2,000.00 which leaves a balance of \$3,180.00 on this line item to complete the labor & materials to seed/mulch the area - this results in a credit as follows: (SOV line item - Sod - \$-2,000.00) **Deduct Amount: \$ -2,000.00**

7. Credit for the roof leader connected deleted from the plans

We are making a deduction for this change as follows (SOV line item - Foundation Drain - \$-300.00) **Deduct Amount: \$ -300.00**

8. Cost for adjustment of pipe culverts, storm sewer and connection to Voyager caused by the relocation of the west parking area. N/A

9. Cost for additional erosion control BMP's from the removal of the east parking area.

There is still a balance left in SOV line item Silt Fence in the amount of \$845.00, which will be enough to cover the cost of this additional erosion control issue. No ADD for this item, will bill as per original bid item SOV Silt Fence.

10. Cost for prep to add sidewalk on the west side parking lot.

We are estimating a potential addition for this change as follows (SOV line item - Granular Fill - Grade 1 - \$500.00) HOWEVER, this SOV line item may be adjusted at the end of the job, as this line item is based on actual cy (figure is not shown on SOV) **POSSIBLE ADD Amount: \$ 500.00**

11. Cost for adding eliminating 32 ft of 4" PVC & Sock

This credit is reflected in the following SOV item: (SOV line item - Foundation Drain - \$-300.00) **Deduct Amount: \$ -300.00**

Based on these changes detailed above, please see attached our ADJUSTED SOV for this project.

Please review and call to discuss/review or in you should have any questions - once we have finalized the adjustments for this project, we will enter the information into PROCORE.

Respectfully submitted,

Arnold Nelson, Owner
Nelson Construction Co of La Pointe, Inc.

Attachment

TOWN OF LAPOINTE
FIRE HALL PROJECT NO. 433101

NO 1 - SITE/UTILITY CONSTRUCTION CONTRACTOR
SCHEDULE OF VALUES AS PER CONTRACT DATED 10/30/19

\$ 414,093.00
FALL 2019 PROJECT: \$ 85,066.00 APPROVED WORK TO DATE
BALANCE: \$ 329,027.00 PENDING RE-BID

LINE ITEM:	CONTRACT AMOUNT:	11/20/2019	
		Fall '19 Contract only	PAY REQUEST #1
MOB & DeMOB:	\$ 1,000.00	1,000.00	1,000.00
TRACKING PADS:	\$ 14,534.00	7,267.00	7,267.00
CLEARING & GRUBBING:	\$ 26,343.00	26,343.00	26,343.00
CONCRETE REMOVAL:	\$ 18,940.00	18,940.00	18,940.00
REMOVE SEWER LATTERAL:	\$ 1,500.00	1,500.00	1,500.00
NELSON SURVERYORS:	\$ 5,660.00	3,000.00	3,000.00
BLACK TOP REMOVAL:	\$ 8,900.00	8,900.00	8,900.00
FILTER CLOTH:	\$ 6,470.00		
ORANGE FENCE & CHAIN LINK FENCE:	\$ 4,830.00	4,830.00	4,830.00
STRAW MESH:	\$ 1,655.00		
BIS-ROLL DITCH CHECK:	\$ 300.00		
SOD:	\$ 5,180.00		
GRAVEL PARKING LOT:	\$ 34,503.00		
MAIN ENTRANCCE H.D.:	\$ 29,378.00		
WEST DRIVEWAY:	\$ 39,102.00		
PROVIDE & INSTALL INSULATION OUTSIDE:	\$ 10,087.00		
CULVERT - 12" STEEL:	\$ 1,656.00	1,656.00	1,656.00
FOUNDATION DRAIN:	\$ 17,030.00		
GRANULAR FILL - GRADE 1:	\$ 102,500.00		
HAUL EXCESS CLAY AWAY:	\$ 36,675.00		
TOPSOIL:	\$ 34,220.00		
SILT FENCE:	\$ 3,380.00	3,380.00	2,535.00 Unused
INSURANCE - EXTRA:	\$ 2,000.00		
BID BOND:	\$ 8,250.00	8,250.00	8,250.00
TOTAL CONTRACT:	\$ 414,093.00	85,066.00	84,221.00

BALANCE PER ORIG CONTRACT	RE-BID CHANGE EVENT #001	CREDIT ALT #1	ADJ BALANCE DUE ON CONTRACT
0.00			0.00
7,267.00			7,267.00
0.00	0.00		0.00
0.00			0.00
0.00			0.00
2,660.00			2,660.00
0.00			0.00
6,470.00	(2,200.00)		4,270.00
0.00			0.00
1,655.00			1,655.00
300.00			300.00
5,180.00	(2,000.00)		3,180.00
34,503.00	(30,643.00)		3,860.00
29,378.00	(4,600.50)		24,777.50
39,102.00	(5,670.50)	(8,000.00)	25,431.50
10,087.00			10,087.00
0.00			0.00
17,030.00	(600.00)		16,430.00
102,500.00		(5,000.00)	97,500.00
36,675.00	900.00	(1,600.00)	35,975.00
34,220.00			34,220.00
845.00	0.00		845.00
2,000.00			2,000.00
0.00			0.00
329,872.00	(44,814.00)	(14,600.00)	270,458.00
75,798.90 pd 12/3/19	845.00		
8,422.10 10% RET DL	329,027.00		
	(59,414.00)		REVISD BALANCE DUE ON CONTRACT
	TOTAL CREDIT		



(5) TB, Lisa, Barb, Micaela, Bill,
LA POINTE POLICE DEPARTMENT Public
MADELINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850
PHONE: (715) 747-6913
FAX: (715) 747-3096
police@townoflapointewi.gov

To: La Pointe Town Board
CC: file
From: Chief William Defoe
Date: 5/22/2020

Re: rehire of part time officer

At the last meeting I was surprised to find out that the Rehire of Curtis Fields was tabled. To not rehire Officer Fields would be a complete waste of time and money that we invested in him to train to work part time for the Department.

I received an email from the Town Administrator asking me two questions.

"1. How many of the part-time officers are listed as primary versus secondary with the DOJ-T&SB? if each is listed as secondary then we don't get credit for the mandatory training funds.

2. In 2018 you told the Town Board at your budget workshop that if the Town Board approves 3 full-time officers you could get by with 1 part-time unless a full-time goes out. Why has this changed?"

We currently have three primary part time officers who include Sgt Rossberger, Officer Michael Syphard and Curtis Fields. We have two that are not primary as they hold full time positions at other departments (they are also not available much and I look to them for special events).

Why do we have that many, simply put, not all of them are available 100% of the time and together they are available about 80% of the time, but we make it work.

If I had one part time person who was available 100% of the time, we could get away with one part time person. This is not possible, even though this belief has not changed.

RECEIVED

MAY 22 2020

Initial: dg

May 22, 2020

The savings that we are trying to implement is what really counts, all three primary part time officers are certified instructors with the state.

Sgt Rossberger is a certified firearms instructor in handgun, rifle and shotgun.

Part Time Officer Syphard is certified as a Defense and Arrest Tactics Instructor.

Part Time Officer Curtis Fields is a certified instructor working for Blackhawk Technical College as a Vehicle Contacts instructor.

One of the main reasons I started seeking out retired officers that still wanted to work part time was because they came with the experience, knowledge, training and abilities that normal part time people do not possess. As well as the fact that they are not looking for the next full-time job constantly.

The Covid-19 situation took out our spring plans to have inhouse trainings in these topics (at a part time wage at that). These topics should be exercised regularly. We plan to have inhouse trainings as soon as things settle down and we see where the pandemic is going.

Once again, I am requesting to renew Curtis Fields as a part time officer for our department. To not do so would be going backwards instead of forwards for our department.

Chief William Defoe

(5) TB, Lisa, Barb, Micaela, 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: La Pointe Town Board
CC: file
From: Chief William Defoe
Date: 5/22/2020
Re: Officers as EMT's

I had requested to table this topic from the May 13, 2020 agenda to get more information on this topic as questions arose in pay and how it worked in other departments.

I contacted Mellen Police Department and Washburn Police Department on what they do with officers who are also EMT's as using a local model may provide better understanding.

Both Police Chiefs gave me good answers that are not out of line with what I had requested.

In Mellen, officers who have a minimum of EMR training get a bump of \$1 per hour and they are required to be members of the Mellen Ambulance Service.

When there is an ambulance call on duty, and they are not tied up on a police call, they go off the clock and receive ambulance pay, then make up any hours they missed as PD sometime within the pay period.

#1 priority is the police department.

In Washburn, the city provides a yearly stipend of \$1,200 in a lump sum for officers who become EMT's and are active. If they are on duty they act as first responder police officers. Officers are only allowed to go with the ambulance if a 2nd officer is on duty.

RECEIVED

MAY 22 2020

Initial: _____

May 22, 2020

When they are off duty, they sign up for ambulance calls, when they go on ambulance calls, they are paid as an EMT not an officer, separate from their police pay.

When they respond to calls while on duty, there is no additional pay other than their PD wage as the stipend already took care of it.

I had requested a \$1 bump for officer's PD pay while on PD time, EMS pay on EMS time. Which is more like Mellen. And with our situation, I would not want an officer to leave the island with the ambulance unless it is an exigent circumstance or there is a second officer on duty.

The request is in line with other local departments. Officers would respond as first responder police officers, if they leave with the ambulance, they are on ambulance time, not PD time. When off duty and on the ambulance schedule, they are on ambulance on call time.

If they respond as an EMT and discover a police issue, and no other officer is available for call out on the island, their roll would to be of the Police Department.

No matter the case, the preservation of life with the use of more advanced training is the goal here.

The ambulance service is low on numbers, we have two officers trained and ready to help.

Chief William Defoe

SPECIAL LIBRARY BOARD MEETING
Monday March 16, 2020
10:00 AM Conference call From 1st floor Library
Draft Minutes

Members Present: Marilyn Hartig, Max Imholte, Micaela Montagne, Peggy Ross Keith Ryskoski and Louise McCray (a little late)

Members Absent: Al Wyman

Staff Present: Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith Ryskoski at 10:01 a.m. on Monday, March 16, 2020. A quorum of the committee is present as reflected in the members listed above.

I. Public Comment*: None.

II. Operations

- A. Discuss and Approve COVID-19 Closure:** Discussion on options based on what other WI libraries are doing. Schools are closed until April 6. After discussion: Motion by Micaela to close the library to the general public beginning on March 18, 2020 ending April 5, 2020. All Library business will be available by appointment during regular business hours, all programming is cancelled. Second by Max, all ayes, Motion Carried.

III. Second Public Comment:** None.

Adjourn: Motion by Peggy to adjourn, second by Louise, all ayes, Motion Carried. Adjourned at 10:21am.

Minutes respectfully submitted by Micaela Montagne.

Minutes approved as presented May 20, 2020. Dorgene Goetsch, Clerical Assistant

Dorgene Goetsch

**REGULAR LIBRARY BOARD MEETING
TUESDAY
April 21, 2020
5:15 PM LIBRARY 1st Floor Conference call.
Draft Minutes**

Members Present: Marilyn Hartig, Max Imholte, Micaela Montagne, Peggy Ross and Al Wyman

Members Absent: Louise McCray, Keith Ryskoski

Staff Present: Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Peggy Ross at 5:23p.m. on Tuesday, April 21, 2020. A quorum of the committee is present as reflected in the members listed above.

I. Public Comment*: None

II. Minutes

- A. Regular Library Board Meeting March 17th, 2020: Motion to approve minutes by Al, second by Marilyn, all Ayes, Motion Carried.

III. Vouchers

- A. Sign Directors Timesheet
- B. Approve Bills

<u>General</u>	<u>Designated</u>	
Cardmember Services	Ashwabay Outdoor Rec	\$124.63 \$172.00
		31.64
Madeline Sanitary		102.00
Norvado		199.53
Amazon		207.17
State of WI DSPS		50.00

Motion by Micaela to approve Director's Timesheets and the vouchers, Second by Marilyn, All Ayes, Motion Carried.

IV. Directors Report:

- Library staff have been deep cleaning, reorganizing, and weeding materials while Library has been closed to the public
- The new Stay at Home order provides for Libraries to have curbside pickup. Waiting to hear if the inter-library loan will be available again.
- There have not been any scholarship applications received yet, but Lauren put a reminder in the Gazette and she will reach out to qualifying families.
- While the Library is still closed to the public, there may be more remote programming opportunities that Lauren is looking in to.

V. Finances

A. Budget Report: No discussion

VI. Programs

A. Summer Rec Program 2020 Discussion: Because there are still many unknowns as to what the summer will look like due to COVID-19, the Summer Rec program is on hold. There are hopes that the program can run, possibly with some modifications to scale down; maybe only two staff, limit number of children, maybe just a few days a week or half days, etc. Waiting to see what happens prior to making any decisions, but there are ways to accommodate depending on the status and what is allowed, keeping the health and safety as a priority.

VII. Personnel

A. Approve Kathleen Erickson Contract for Lawn Maintenance: Motion by Micaela to approve the contract, second by Al, All Ayes, Motion Carried.

Adjourn: Motion by Max to adjourn, second by Marilyn, All Ayes, Motion Carried.

Minutes respectfully submitted by Micaela Montagne.

Minutes approved as presented May 20, 2020. Dorgene Goetsch, Clerical Assistant

Dorgene Goetsch