

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: June 19, 2020

DATES OF REPORT: June 6, 2020 through June 19, 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**

- MRF Work Group meeting. This meeting will be the time for the Town Board and MRF work group to discuss the report, and for the public to ask questions. The report and survey results have been put on the Town's website for the public's digestion. I will prepare recommendations regarding what the report discusses.
- Industrial lot leases. See separate memo.
- Salary Changes. See separate memo.
- Ashland County Proposed Bridge/Culvert Policy. You have received the proposed Ashland County policy. Ben will be prepared to discuss it with you on Tuesday, June 23.
- Town Administrator Hire. I will provide you with a verbal update on Tuesday, June 23.
- Contract with Nelson Construction for Shore Stabilization at Joni's Beach. This project has been discussed at previous Town Board meetings. Ben will be available for any questions.
- Propane Bid Opening. A contract will be available with the successful low bidder at the July 14, 2020 meeting.
- Impartial Hearing Officer Resolution and Contract. See separate memo, resolution and contract.
- Update on ESB Construction. I will provide a verbal update at the meeting.
- Vacation Extension. As my vacation was cancelled in March, I still have 40 hours of vacation to use prior to my July 10 anniversary date. Please consider extending my 40 hours of vacation through December 31, 2020.
- Grant Policy Changes. See proposed underlined language changes for your consideration. This change is proposed in part because of the COVID-19 funds that the Town may be receiving in the form of grants – most or all will be \$5,000 or less.

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#### **4. Follow Up on Previous/Ongoing Projects**

#### **5. Grant Report**

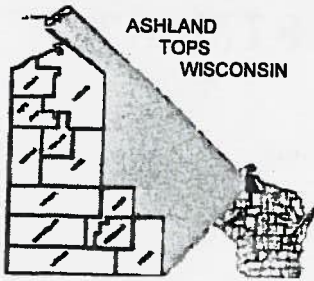
- Nothing to report.

#### **6. Lawsuits/Legal Issues**

- Town Board members have been advised of updates.

#### **7. Comments/Other Information**

- Regarding the dock project, MIFL submitted a letter to me dated May 29, 2020 regarding concerns they have about payments made or scheduled to be made to Wren Works. SmithGroup and I discussed the concerns in a phone call on 6/3/2020. Project manager Chris Devick submitted a final report regarding MIFL's points on 6/17/20 which was distributed to MIFL and all Town Board members.
- It is the time of year for employee performance evaluations. On June 16, 2020 I sent out a memo to Department Heads and appointeds asking them to complete their evaluations. I will then set up meetings with each person to talk through the evaluation, which will then be placed in his/her personnel file. Evaluations of my performance as Town Administrator will also be distributed to Town Board members and staff – they can be completed anonymously and turned into Dorgene to give to Board Chair Jim Patterson for his review.



# ASHLAND COUNTY HIGHWAY DEPARTMENT

39181 State Hwy 13, P.O. Box 25,  
Highbridge, WI 54846

Phone: 715-274-3662 Fax: 715-274-8009

Matt Erickson, Highway Commissioner

Bruce Kleinstein, Patrol Superintendent

Amber D. Erickson, Office Manager

Bob Tomlinson, Shop Superintendent

6/10/2020

TB5 Lisa. Barr, Michael,  
Ben, public

Proposed Ashland County Bridge Aid Policy

Ashland County Town Boards

Dear Town Board Members,

Ashland County is one of 6-8 Counties in Wisconsin that does not offer a County Bridge Aid program. The County Bridge Aid program offers Towns up to 50% County cost share on culverts 36" and larger and bridges. The Counties 50% share comes from a direct tax levy to the Towns.

The Ashland County Highway Committee is researching adopting a County Bridge Aid Policy and would like feedback from the Town Boards. If this policy is enacted it will bring an extra tax levy to all Towns in the County. Villages also have the opportunity to take part in the program, but Cities do not. The Highway Committee is considering putting a yearly cap of \$100,000 on the program. The program would be administered much in the same way the LPIP program is in the way funds are distributed. A spreadsheet would be kept with each Town being ranked by their percentage contributed to the fund and also their withdrawals from the fund. This program would add an approximate increase of \$12-\$15 per \$100,000 of property value to individual tax bills.

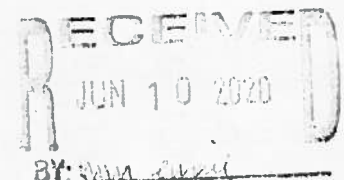
The draft Bridge Aid Policy is included for the board to review.

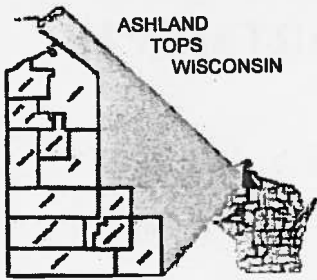
Could you please add this issue to your next board meeting agenda for discussion? The Highway Committee would appreciate if each Town would discuss this policy and make a recommendation to the committee whether you support creating a Bridge Aid policy or do not support it. It is an important decision as once a policy is put in place it cannot be removed. The committee understands that the Towns can always use more funding for culverts, but wants to make sure that you understand that taxes will increase with implementation of this policy. Please fill out the attached questionnaire and return to me as soon as possible.

Please feel free to contact me with any questions or comments on this proposed policy.

Sincerely,

Matt Erickson





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## Bridge Aid Policy Questionnaire

Please return this questionnaire to the Highway Department as soon as possible.

The Town Board of \_\_\_\_\_ in Ashland County, WI voted  
at our (date) \_\_\_\_\_ meeting to:

\_\_\_\_\_ The Town Board supports Ashland County Highway Committee moving forward with a  
County Bridge Aid Policy

\_\_\_\_\_ The Town Board does not support Ashland County Highway Committee moving forward  
with a County Bridge Aid policy

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

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

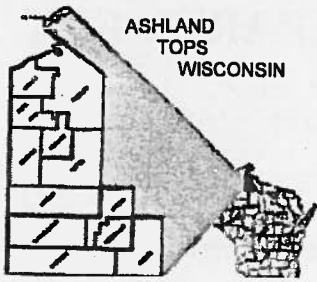
## County Bridge Aid

**\$100,000 increase spread across all Townships**

Township	% of county levy 2019 (just Towns)	Approx. Share of Bridge Aid	Approx. Rate	Est. Tax Increase per \$1,000 of value	Total Muni Assessment Value
Agenda	5%	\$ 5,137.26	0.000125822	\$ 0.13	\$ 40,829,500.00
Ashland	6%	\$ 5,579.51	0.000147605	\$ 0.15	\$ 37,800,200.00
Chippewa	6%	\$ 6,147.82	0.000130441	\$ 0.13	\$ 47,131,200.00
Gingles	8%	\$ 7,603.23	0.000134152	\$ 0.13	\$ 56,676,200.00
Gordon	8%	\$ 7,809.75	0.000141072	\$ 0.14	\$ 55,359,900.00
Jacobs	5%	\$ 4,967.77	0.000125539	\$ 0.13	\$ 39,571,500.00
LaPointe	34%	\$ 34,066.08	0.000123257	\$ 0.12	\$ 276,383,300.00
Marengo	4%	\$ 4,454.98	0.000139291	\$ 0.14	\$ 31,983,200.00
Morse	7%	\$ 7,005.14	0.000131830	\$ 0.13	\$ 53,137,800.00
Peeksville	2%	\$ 2,397.10	0.000127523	\$ 0.13	\$ 18,797,400.00
Sanborn	4%	\$ 4,482.66	0.000139476	\$ 0.14	\$ 32,139,200.00
Shanagolden	3%	\$ 3,009.14	0.000127682	\$ 0.13	\$ 23,567,400.00
White River	7%	\$ 7,339.58	0.000144853	\$ 0.14	\$ 50,669,300.00
	100%	\$ 100,000.02			\$ 764,046,100

**To get tax increase for a given property, multiply their total assessed value by the Approx. Rate**

**\*\*Village of Butternut has the opportunity to opt in on this policy\*\***



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## County Bridge/Culvert Aid Policy

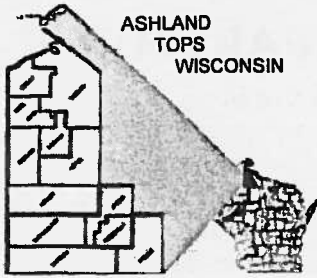
The Wis. State Statute 82.08, Town bridges or culverts; construction and repair; County Aid requires Town to petition for County Aid with the County Highway Commissioner. A copy of the state statute is attached for reference.

- To be eligible for Bridge Aid, existing culverts must be 36" or greater in diameter.
- The Town and County shall each pay one-half the cost of construction and/or repairs.
- Projects petitioned in 2020 will be completed and reimbursed in 2021.
- Eligible cost include the length of approach work not to exceed 100 feet
- Petition and reimbursement request must be submitted on the forms provided by the Highway Department.
- County Bridge Aid should not be confused with Federal Aid for bridge replacement. Bridges eligible for Federal Aid are eligible for County Bridge Aid on the Town portion of the cost.
- An administration fee will be charged to the Town as per WI Statute 82.08 (8)

### Refer to the following procedures for petitioning and requesting reimbursement:

1. Towns must contact the Highway Commissioner and arrange for a pre-inspection to determine if the culvert/bridge is eligible and if special permitting is required.
2. The Town will receive written confirmation of bridge/culvert eligibility, along with a cost estimate if requested.
3. The Town Board will vote to construct or repair the bridge/culvert.
4. The Town will then file a petition with the Highway Commissioner, requesting bridge aid for the eligible bridge/culvert. The petition must be signed by the Town Chairman and a copy of the Town minutes approving the construction or repair must be attached to the petition.
5. Petitions must be received by the Highway Department by October 1<sup>st</sup> for projects to be completed the following year such that the County may budget for its share of the funding.
6. The Highway Commissioner will review the petition and notify the Town in writing if the petition has been accepted by the Highway Commissioner and Highway Committee for bridge aid.





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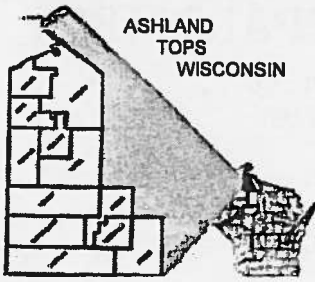
Amber D. Erickson, Office Manager

Bob Tomlinson, Shop Superintendent

7. The Highway Committee and Town Board shall have full charge of the design, sizing, letting, inspecting and acceptance of the construction or repair and must agree on the cost of the project and must consult each other during construction. Failure of the town board to properly carry out these duties will subject town to forfeiture of county aid.
8. The Town will complete and sign the reimbursement request, attach the paid invoices and cost backup, and submit it to the Highway Commissioner before September 1 the year the project was completed for reimbursement of their share.
9. Reimbursement checks will be issued on or before December 31, the year the project was completed for all projects completed during the installation year.
10. If the project is completed by the County the Town will be billed 50% of the total project cost. In this case, the County will pursue all required approvals such as DNR permits, etc.
11. If the project is completed by the Town or private contractor the County will be billed 50% of the total project cost. In this case, the Town will pursue all required approvals such as DNR permits, etc.
12. Villages can be included in this program if action is taken pursuant to 61.48 of the statutes.
13. Any bridge, as defined in Chapter Trans 213 of the Wisconsin Administrative Code, qualifies for federal aid. The project costs are then split 80% Federal, 10% Town, and 10% County. To receive such county aid, the Town must have submitted a petition in accordance with these guidelines and procedures.

## **EMERGENCY PETITIONS FOR BRIDGE AID**

The emergency provision provided in the 82.08(4) applies to construction or repair of any bridge/culvert that has failed and must be replaced without delay. The Highway Commissioner will determine eligibility based on a pre-inspection of the failed culvert. Do not make repairs to the failed bridge or culvert without a pre-inspection or the repairs will not be eligible for County Aid. The same guidelines and procedures above apply to emergency installations. Contact the Highway Commissioner immediately if you have a failed culvert that might be eligible under this provision.



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## WI Statute 82.08-

**82.08 Town bridges or culverts; construction and repair; county aid.**

(1) **Petitions.** A town that has voted to construct or repair any bridge or culvert that is on, or that after the construction will be connected to, an existing highway maintained by the town may file a petition for county aid with the county highway commissioner. The petition shall describe the location and size of the bridge or culvert and shall contain a statement that the town has provided the funds required by sub. (3).

(2) **Funding requirements.**

(a) Except as provided in par. (b), upon receipt of a petition for a bridge or culvert with a 36-inch or greater span, or a structure of equivalent capacity to carry water, the county board shall appropriate the sum required by sub. (3) and shall levy a tax therefor. The tax, when collected, shall be held in a separate account administered by the county highway committee.

(b) If on January 1, 2003, a county has a policy of providing funding only for bridges and culverts larger than the requirement of par. (a), the county may refuse to fund bridges and culverts that do not meet the minimum requirements of that policy. The minimum size bridge or culvert that a county is required to fund under this section may be raised, but not lowered, by the affirmative vote of a majority of the towns in the county. The county board of any county that has never granted aid under this section may, in its discretion, refuse all petitions under sub. (1).

(3) **Shared cost.** The town and county shall each pay one-half of the cost of construction or repair. In determining the cost of construction or repair of any bridge or culvert, the cost of constructing or repairing any approach not exceeding 100 feet in length shall be included.

(4) **Emergency petition.** Whenever the construction or repair of any bridge or culvert must be made without delay, the town board may file its petition with the county clerk and the county highway committee, explaining the necessity for immediate construction or repairs. It shall then be the duty of the town board and the county highway committee to construct or repair the bridge or culvert as soon as practicable. The construction or repair of a bridge or culvert undertaken pursuant to this subsection shall entitle the town to the same county aid that the town would have been entitled to had it filed its petition with the county board as provided in sub. (1).

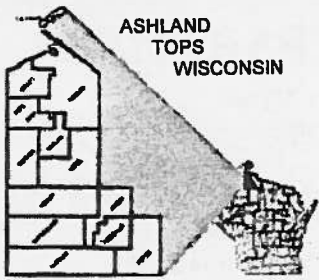
(5) **Supervision over design, construction, and cost.** The county highway committee and the town board shall have full charge of design, sizing, letting, inspecting, and accepting the construction or repair, but the town board may leave the matter entirely in the hands of the county highway committee. The county highway committee and the town board must agree on the cost of the project and must consult each other during construction.

(6) **Construction requirements.** No county order may be drawn under sub. (2) for the construction of a bridge or culvert unless the design and construction comply with requirements under s. 84.01 (23).

(7) **No tax.** Except as provided in ss. 61.48 and 84.14 (3), nothing contained in this section shall authorize the levy of a tax upon the property in any city or village that is required to maintain its own bridges.

(8) **Administration charge.** The county may charge the towns that apply for aid under this section an administration charge. The administration charge shall be fixed as a percentage of the total costs of administering aid under this section and the percentage shall be no more than the percentage that the county charges the state for records and reports.





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## Petition for County Bridge/Culvert Aid

TO: The Ashland County Highway Committee

Your petitioner, the Town of \_\_\_\_\_, by its Town board, respectfully represents that at the (annual) (special) (town) meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, said Town Board voted to construct or repair a bridge/culvert on a highway maintainable by the Town, and located as follows:

Road name- \_\_\_\_\_

Location- \_\_\_\_\_

That said the Town has provided for the payment of such cost for the construction or repair of said bridge/culvert as is required by Section 82.08 and 81.38 of the Statutes, (Town pays first \$750.00 and County pays next \$750.00, and balance split 50-50) and that the entire cost is estimated to be \$\_\_\_\_\_.

The project is planned to be completed by (Town) (County) (Contractor) forces.

Dated \_\_\_\_\_, 20\_\_\_\_.

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

We, your Ashland County Highway Committee respectfully recommend that the within petition (Be/not be) \_\_\_\_\_ granted.

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

TO: Town Board

FROM: Lisa Potswald

RE: Salary Changes

DATE: June 17, 2020

Ben, Ted and I recommend salary increases for both Joe Abhold and Evan R. Erickson.

- Joe was hired on 6/9/20 at \$20 per hour. We recommend a raise to \$23.00, effective retroactive to June 10, 2020. Joe comes to the Town with a CDL and substantial truck driving and heavy equipment experience. He is also a volunteer EMT and firefighter should he choose to move to the Island. We have discussed Joe working for Public Works during the MRF low season, and both he and Ted are open to that plan.
- Evan started as a full-time Road Crew/Heavy Equipment Operator on 1/29/20 at \$21.00. Evan also has a CDL, substantial truck driving and heavy equipment training and experience, and is a tremendous asset to the Public Works Department due to his knowledge, skills and abilities. We also recommend a raise to \$23.00 per hour effective June 23, 2020.

To compensate for the proposed wage increases, Ben will not ask the Board to fill the current vacant General Laborer position. This full-time position is budgeted at \$17/hour.

To remind the Board, Ben now has 3 full-time permanent staff including himself in the Public Works Department. He has not replaced the mechanic position on a full-time basis, the Facilities Maintenance Technician (Steve Wakem's former position), or the Park Supervisor in addition to the recently vacant General Laborer position. However, none of these positions were budgeted for 2020 except for the General Laborer position. We continue to attempt to do more or the same amount of work with less staff by hiring well-qualified individuals.

RECEIVED

JUN 19 2020

Initial: dg

(5)TB, Lisa, Baub, Micaela,  
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 Rick Reichhitzer Construction (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:

Complete construction of a chapel structure as per specifications in Exhibit A:

- Complete the curved archways
- R.P.R. • Install the lights (1 hr TIMER)
- Cover the gaps in the floor, keeping small, neat weep holes for drainage
- Clean and seal the floor
- Prepare the plywood coverings for all 6 openings, using stainless steel fastener

Such services will be provided at:

Greenwood Cemetery, Town of La Pointe, WI

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$ \$10,116.29 as follows:

- Paid in full after completion of projects and submission of invoice as listed above.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ \$10,116.29 unless a change order is signed by both parties.

3. **Dates of Service.** The services provided for herein shall be provided between June 9, 2020 and

272, July 9, 2020 Aug. 7, 2020

4. **Contractor Responsibilities.** The Contractor shall supervise and direct the Work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

RECEIVED  
JUN 19 2020

Initial: dg

- a) The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- b) The Contractor warrants to the Town that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards may be considered defective.
- c) The Contractor shall be responsible for paying any building permit fees and electrical deposits and shall obtain and pay for any state electrical permits and fees. The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the work at Contractor's expense. The Town is exempt from state and local sales taxes.
- d) The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials, and shall leave the work "broom clean" or its equivalent, except as otherwise specified.
- e) The Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town in writing a list of the names of Subcontractors proposed for the principal portions of the work. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement.
- f) The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the work under a contract with the Contractor.
- g) The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, he has taken into consideration and made allowances for all delays and hindrances incidental to such work, whether growing out of delays in securing materials and equipment or workmen, normal inclement weather, or otherwise.

**5. Changed or Extra Work.** The Town reserves the right, at any time during the progress of the work, to make necessary alterations of, deviations from, additions to, or deletions from the Contract, or to require the performance of extra work neither covered by the plans and specifications nor included in the contractor's proposal but forming a part of the contracted work.

- a) In giving verbal instructions, the Town shall have the authority to make minor changes that do not involve extra cost or time of performance and are not inconsistent with the design concept and purposes of the contracted Work; but otherwise, except in an emergency endangering life or property, no changed or extra work shall be performed unless in pursuance of a Contract change order approved by the Town, and no claim for extra cost shall be valid unless so approved.



- b) If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town may determine justifies the delay, then the contract time shall be extended by Change Order for such reasonable time as the Town may determine.
- c) The Contract sum and the Contract time may be changed only by written change order. The Town, without invalidating the Contract, may order changes in the work consisting of additions, deletions, or modifications with the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town and the Contractor.
- d) The Contractor shall not proceed with any changed or extra work without a written Contract change order approved by the Town. Any changed or extra work performed by Contractor without approval from the Town shall be done solely at the Contractor's risk; the Contractor hereby waives any claim for additional compensation.

**6. Reimbursement for Expenses.** The Contractor shall bear most of the costs and expenses under the terms of this Contract. The Contractor shall, prior to reimbursement, provide the Town with a receipt for each reimbursement sought, which receipt supports the requested reimbursement.

**7. Specifications.** The specifications for the services to be provided by the Contractor to the Town are set forth in the annexed Exhibit A which is incorporated into the original project contract and herein by reference as a part of this Contract.

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

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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](mailto:administrator@townoflapointewi.gov)

To the Contractor:

Rick Reichkitzer Construction  
PO Box  
La Pointe, WI 54850  
[reichkitzer@gmail.com](mailto:reichkitzer@gmail.com)

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

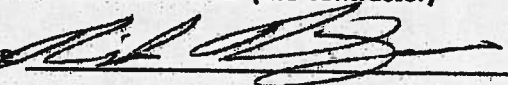
The Town of La Pointe (the Town)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Full Legal Name of Contractor (the Contractor)

Signature: 

Printed Name: Rick Reichkitzer

Title: General Contractor (Rick Reichkitzer Construction)

MAP NO. GSM 3078 ©

CERTIFICATES

CLIENT: FOSTER, S.

JOB NO.: N19/191  
DRAFTED BY: P. NELSON  
MARCH 27, 2020

FILE: N/TSO/NR3W/SEC32/  
PSD/N19-191 ACAD/N19-091 FOSTER  
NR: 419 PG. 43

SHEET 2 OF 3 SHEETS

NELSON  
SURVEYING  
INCORPORATED  
101 W. MAIN STREET  
SUITE 100  
ASHLAND, WISCONSIN 54806  
(715) 682-8582  
FAX (715) 682-8100  
SURVEYING YOUR NECK OF THE WOODS SINCE 1964  
MAP NO. CSM 3078 ©

PATRICK MCKEN  
ASHLAND COUNTY SURVEYOR

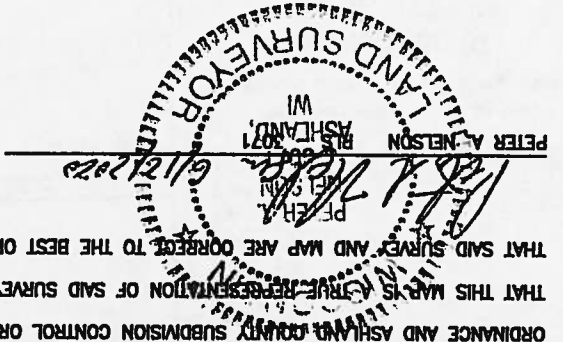
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

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

JOSHUA ROWLEY  
ZONING ADMINISTRATOR

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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



I, PETER A. NELSON, PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN, HEREBY CERTIFY:  
SURVEYORS CERTIFICATE  
THAT ON THE ORDER OF SEAN FOSTER, I HAVE SURVEYED AND DIVIDED A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 32, T. 50 N., R. 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:  
TO LOCATE THE POINT OF BEGINNING, COMMENCE AT A 2" CAPPED IRON PIPE AT THE NORTHEAST CORNER OF SAID SECTION 32 AND RUN, S 27°22'28" W, 1470.11 FEET TO THE POINT OF BEGINNING.  
THENCE FROM SAID POINT OF BEGINNING BY METES AND BOUNDS:  
S 00°17'59" W, 658.36 FEET. THENCE N 89°21'36" W, 666.50 FEET. THENCE N 00°13'21" E, 659.27. THENCE S 89°16'54" E, 667.39 FEET TO THE POINT OF BEGINNING.  
SAID PARCEL CONTAINS 439,381 SQUARE FEET WHICH IS 10.09 ACRES INCLUDING THAT LAND LYING WITHIN THE RIGHT OF WAY OF MILLER FARM ROAD.  
SAID PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS AND RIGHTS OF WAY OF RECORD OR USE, IF ANY.  
THAT THIS MAP FULLY COMPLIES WITH SECTION 236.34 OF THE WISCONSIN ADMINISTRATIVE CODE, THE TOWN OF LAPOINTE SUBDIVISION CONTROL ORDINANCE AND ASHLAND COUNTY SUBDIVISION CONTROL ORDINANCE IN MAKING SAID SURVEY AND SUBDIVISION;  
THAT THIS MAP IS A TRUE REPRESENTATION OF SAID SURVEY AND SUBDIVISION; AND  
THAT SAID SURVEY AND MAP ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

## Mobile Business

A commercial or industrial operation including a refreshment operation which is established at a location on a temporary basis and which may change location from time to time using motorized transportation and which is not located in a permanent building or structure. Mobile businesses do not include the delivery of goods and services which have been pre-arranged

Food Truck and Mobile Vendors

Allowed on privately held land in C-1

Home Business or Occupation?

Permit required on public land or right-of-way

Proof of Qualification

- Vendors Permit with the State of Wisconsin
- For food or refreshment Sanitation Permit through the State of Wisconsin
- Certificate of Food Safety for Small Food Operators
- Operator of transit is a qualified licensed driver
- *Current registration of Vehicle and License Plate*

Hours and Conditions of Operation

- Not in violation of Parking ordinance or restrictions
- Not operable during restricted parking times in specific parking areas
- Not operable in the Ferry lanes or staging areas
- Not operable in handicapped or load/offloading designated areas
- Not operable facing the street from the road right-of-way
- Shall not impeded foot traffic or common walkway
- Shall not be within \_\_\_\_\_' of a brick and mortar of alike business

Fee

Recommend nominal fee and application

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dg  
From miralza

## Mobile Vendor Application

### Town of La Pointe

### Ashland County, Wisconsin

For Mobile Vendors on Public Land or Right-of-Way

Name of Business \_\_\_\_\_

Operator/Proprietor \_\_\_\_\_

Business Address \_\_\_\_\_

Contact Information (phone) \_\_\_\_\_ (email) \_\_\_\_\_

#### Type of Vending

\_\_\_ Onsite Food Preparation/Refreshment \_\_\_ Crafts/Merchandise \_\_\_ Packaged Food \_\_\_ Other  
Brief Description:

State of Wisconsin Vendor's Permit Number \_\_\_\_\_

Vehicle or Units License Number \_\_\_\_\_

State of Wisconsin Sanitation Permit Number (Food Vendors) \_\_\_\_\_

Wisconsin State Driver License Number \_\_\_\_\_

#### RESTRICTIONS

##### Hours and Conditions of Operation

- Not in violation of Parking ordinance or restrictions
- Restricted to C-1 Zoning District unless otherwise indicated on the permit
- Not operable during restricted parking times in specific parking areas
- Not operable in handicapped or load/offloading designated areas
- Not operable facing the street from the road right-of-way
- Shall not impeded foot traffic or common walkway
- Shall not be within \_\_\_\_\_ feet of a brick and mortar of alike business

Office Use Only \_\_\_\_\_

\_\_\_ Approved Fee Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

Notes: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Town of La Pointe

No. \_\_\_\_\_

# Mobile Vendors Permit

This Permits \_\_\_\_\_

To engage in business as a Mobile Vendor on public land and right-of-way in the Town of La Pointe, Wisconsin. This permit is subject to Town of La Pointe ordinances and applicable regulations in force on the date of issue.

\_\_\_\_\_ Authorized Issuing Agent

Date \_\_\_\_\_

\_\_\_\_\_ This Permit Expires \_\_\_\_\_

**POST IN PLAIN VIEW**

with other applicable permits

Vehicle License Number \_\_\_\_\_

Areas of Permitted Operation	
C-1 Commercial District	
*G-I Governmental & Institution District LI-1 LI-2	
T-P Big Bay Town Park	Joni's Beach Harry Nelson Recreation Center
*G-I excludes Madeline Island Recycling Facility and common Air Traffic Areas	



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

Date: June 11, 2020  
To: Town Board  
From: Dorgene Goetsch, Clerical Assistant  
Re: Appoint 2 members to Zoning Board of Appeals  
for terms ending June 30, 2023.  
Agenda item for the June 23, 2020 Town Board Meeting

The following Zoning Board of Appeals terms expire on June 30, 2020.

Tom Nelson - Tom indicated he would serve another 3-year term.  
Rick Reichkitzer - Rick indicated he would serve another 3-year term.

I posted for these openings from 5/28/2020 to 6/11/2020. Nobody signed up on the posting sheet.

Thank you,

*Dorgene*

The following are the present members of the:

### THE ZONING BOARD OF APPEALS

**3 Year Terms, 5 Members 2 Alternates**

**Oath of Office to be taken within 5 days in receiving appointment per §19.01 and §60.31**

**PURPOSE: To consider certain appeals and variances.**

**MEMBERS:**

Rick Reichkitzer  
Tom Nelson  
Paul Brummer, Chair  
William Tibble  
Louise McCray

**TERM EXPIRES:**

June 30, 2020  
June 30, 2020  
June 30, 2021  
June 30, 2022  
June 30, 2022

**Alternates:**

Michael Childers

June 30, 2022

OPEN

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

## ACCOUNTING ADMINISTRATOR REPORT

June 2020

Page 1 of 2

06/18/2020

### FINANCIALS:

#### 1. AUDIT:

- a. Maitland, Singler & Van Vlack (M,S,VV) will do the testing phase of the audit for the year ending 12/31/2019 soon. The dates for them to be here at the Town Hall haven't been set but would like to do it mid-July if possible. I have quite a bit of documentation and verification of account balances and activities before they arrive.
- b. They have asked for some of the testing materials to be provided before they arrive, so I'll be taking items over to them for their review.
- c. Maitland, Singler & Van Vlack will no longer be providing auditing services. If the Town would like to continue to have an annual audit done (and I always strongly suggest the Town do so), a new firm will need to be located and contracted with. I'll meet with Lisa about preparing a Request for Proposal to send out this summer. It would be desirable to find a firm who is very familiar with Wisconsin municipalities.

#### 2. GRANTS:

- a. WI DNR: The Fire Department was awarded a Forest Fire Protection grant in 2018 and the reimbursement request of \$9,163.08 was submitted by the June 15<sup>th</sup> deadline. I assume payment will be received in the near future.
- b. WI DOT: The Harbor Assistance Program (HAP) Grant reimbursement request #3 of \$264,468 was submitted and approved. Funds should be arriving shortly. Wren Works has submitted Pay Request #4. Once paid, HAP reimbursement #4 will be submitted.
- c. COVID-19: The State of Wisconsin and various departments are advising of possible funding relief programs for municipalities. Some funding programs appear to be very straightforward – the State has calculated how much a municipality will receive based on certain criteria (\$ + \$ per population, previous funding, etc.). Others may be more of a reimbursement type program. ~~We have been keeping track of COVID-19 related expenditures. Having to read and research the outpouring of information and updates has been quite time consuming but is slowing down quite a bit.~~

#### 3. BUDGET:

- a. Budget time is coming quickly, which I'll need time to start setting up the files, formulas and historic budget information for the Department Heads.
- b. Budget Amendment #3 is being prepared. This amendment is to adjust the budget for the various decisions and contracts the Town has entered into that were not in the 2020 budget, adjust budget items between funds, the final Town Dock improvement project expenditures, revenues and borrowing.

#### 4. PAYROLL:

- a. Oasis/Paychex has now been processing the Town's payroll for almost one year.
  - i. Having Oasis do the quarterly & year-end tax agency reporting seems to be going well and has saved time.
  - ii. However, by them doing the actual payroll processing, there are still some items to be worked out – new hires as well as re-hires haven't been processed through the Oasis system in a timely fashion to allow them to be paid.
  - iii. The meeting on how to turn the Town's benefit administration over to them was pushed back due to the start of COVID-19. I hope to get to this in the next few weeks. Every staffing change takes me a minimum of an hour and every benefitted position change (termination or hire) takes me an average of four hours, so I must try to get back with them on this as soon as possible.

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dq

## ACCOUNTING ADMINISTRATOR REPORT

June 2020

Page 2 of 2

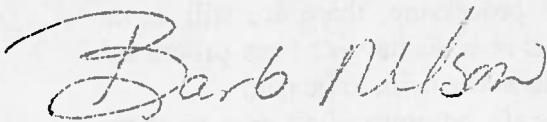
### 5. INSURANCE & REIMBURSEMENTS:

- a. Emergency Services Bldg Insurance: Rural Insurance has sent another reimbursement payment. I haven't verified payment category figures against the policy totals, but a good portion of this last payment will be put into an Emergency Services Bldg. Contents Designated Fund. Rural's claims manager has indicated the maximum other reimbursement levels (paid in 2019 & 2020) have almost been reached (with the exception of the actual building coverage). Insured vehicles were paid in 2019 at 100% coverage.
- b. 2020 Insurance: 2020 paid premiums have been re-allocated to the associated departments, with the except of the Liability portion. The Horton insurance agent, Nathan, is working to provide the breakdown of the liability expense. I plan to put together a listing, for the department heads, of all items on the Town's insurance policy. It will reflect the value and coverage type/limits. There has been some discussion about having a review of insurance values to be done for all the buildings, contents and vehicles. Some vehicles & equipment are at agreed cost, some are at actual cash value and some are at replacement cost with a limit. I am not knowledgeable about insurance – I only can try to track, organize and report.

### MISCELLANEOUS:

- c. The 4<sup>th</sup> of July falls on Saturday this year and the Town Hall staff has the option of taking Friday the 3<sup>rd</sup> or Monday the 6<sup>th</sup> off.
- d. ~~As per the June 13<sup>th</sup>, 2006 Town Board Proclamation to Celebrate Lake Superior Day as the 3<sup>rd</sup> Sunday in July,~~ the 2020 Lake Superior Day will be **July 19<sup>th</sup>, 2020**.
- e. My anniversary date is July 1<sup>st</sup> and I have not been able use the balance of my 2019 vacation, so I'm requesting an extension of my unused 151.50 hours until 12/31/ 2020.
- f. In summary, my upcoming projects are:
  - i. Benefit administration with Oasis
  - ii. 2019 year end Audit
  - iii. RFP for 2020 year end audit
  - iv. MRF Workgroup Report accounting review
  - v. Insurance current listings/values
  - vi. Rural insurance reimbursement verification
  - vii. 2021-2023 budget preparation

Respectfully submitted,



Barb Nelson  
Accounting Administrator/Deputy Clerk



# 2020 Town Board Budget Condensed Summary Report

6/9/2020

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

Includes Amend #1 & #2

## REVENUES:

May 2020 Actual	Y-T-D
Taxes:	\$ 1,092,249
Intergovernl Revenues:	\$ 604,745
Licenses & Permits:	\$ 9,908
Fines/Forfeitures:	\$ 985
Public Services Chrgs:	\$ 161,997
Intergovernl Chrgs:	\$ 91,007
Misc. Revenue:	\$ 134,198
Other Fin. Sources:	\$ 1,111,456
<b>TOTAL REVENUES:</b>	<b>\$ 3,206,546</b>

2020 Amend #1 Budget	2020 Amend #1 Budget
\$ 1,968,902	\$ 1,968,902
\$ 1,455,271	\$ 1,455,271
\$ 34,747	\$ 34,747
\$ 3,125	\$ 3,125
\$ 355,385	\$ 355,385
\$ 177,336	\$ 177,336
\$ 278,814	\$ 278,814
\$ 4,945,619	\$ 4,945,619
<b>\$ 9,219,199</b>	<b>\$ 9,219,199</b>

2020 Budget Remaining	2020 Budget Remaining
\$ 876,653	\$ 876,653
\$ 850,526	\$ 850,526
\$ 24,839	\$ 24,839
\$ 2,140	\$ 2,140
\$ 193,388	\$ 193,388
\$ 86,329	\$ 86,329
\$ 144,615	\$ 144,615
\$ 3,834,163	\$ 3,834,163
<b>\$ 6,012,653</b>	<b>\$ 6,012,653</b>

May-19 Actual	Y-T-D
\$ 1,025,989	\$ 1,025,989
\$ 60,584	\$ 60,584
\$ 20,189	\$ 20,189
\$ 1,658	\$ 1,658
\$ 177,749	\$ 177,749
\$ 90,410	\$ 90,410
\$ 169,751	\$ 169,751
\$ 51,026	\$ 51,026
<b>\$ 1,597,356</b>	<b>\$ 1,597,356</b>

2019 Amend#4 Budget	2019 Amend#4 Budget
\$ 1,883,797	\$ 1,883,797
\$ 472,988	\$ 472,988
\$ 29,425	\$ 29,425
\$ 4,175	\$ 4,175
\$ 355,895	\$ 355,895
\$ 174,400	\$ 174,400
\$ 442,206	\$ 442,206
\$ 1,617,605	\$ 1,617,605
<b>\$ 4,980,491</b>	<b>\$ 4,980,491</b>

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## EXPENDITURES

General Government
Public Safety:
Public Works:
Health & Human Services:
Culture, Parks & Rec:
Conservation & Devel:
Capital Outlay:
Debt Service:
Other Financing Needs:
<b>TOTAL EXPENDITURES:</b>

May 2020 Actual	Y-T-D
\$ 190,437	\$ 190,437
\$ 268,047	\$ 268,047
\$ 278,572	\$ 278,572
\$ 3,808	\$ 3,808
\$ 108,520	\$ 108,520
\$ 12,386	\$ 12,386
\$ 515,977	\$ 515,977
\$ 102,898	\$ 102,898
\$ -	\$ -
<b>\$ 1,480,646</b>	<b>\$ 1,480,646</b>

2020 Amend #1 Budget	2020 Amend #1 Budget
\$ 596,332	\$ 596,332
\$ 637,650	\$ 637,650
\$ 791,298	\$ 791,298
\$ 38,125	\$ 38,125
\$ 410,099	\$ 410,099
\$ 44,770	\$ 44,770
\$ 6,209,135	\$ 6,209,135
\$ 476,024	\$ 476,024
\$ 15,767	\$ 15,767
<b>\$ 9,219,200</b>	<b>\$ 9,219,200</b>

2020 Budget Remaining	2020 Budget Remaining
\$ 405,895	\$ 405,895
\$ 369,603	\$ 369,603
\$ 512,726	\$ 512,726
\$ 34,317	\$ 34,317
\$ 301,579	\$ 301,579
\$ 32,384	\$ 32,384
\$ 5,693,159	\$ 5,693,159
\$ 373,126	\$ 373,126
\$ 15,767	\$ 15,767
<b>\$ 7,738,554</b>	<b>\$ 7,738,554</b>

May-19 Actual	Y-T-D
\$ 236,283	\$ 236,283
\$ 425,924	\$ 425,924
\$ 356,092	\$ 356,092
\$ 2,033	\$ 2,033
\$ 130,807	\$ 130,807
\$ 12,077	\$ 12,077
\$ 246,612	\$ 246,612
\$ 96,983	\$ 96,983
\$ -	\$ -
<b>\$ 1,506,811</b>	<b>\$ 1,506,811</b>

2019 Amend#4 Budget	2019 Amend#4 Budget
\$ 638,023	\$ 638,023
\$ 994,861	\$ 994,861
\$ 832,552	\$ 832,552
\$ 42,115	\$ 42,115
\$ 448,458	\$ 448,458
\$ 41,225	\$ 41,225
\$ 1,499,790	\$ 1,499,790
\$ 370,513	\$ 370,513
\$ 112,955	\$ 112,955
<b>\$ 4,980,492</b>	<b>\$ 4,980,492</b>

0.00

0.00

0.00

0.00

6/9/2020

1/1/20 Checkbook balance

\$9,398

Revenues:

\$3,206,546

Expenditures

\$1,480,646

Calculated Checkbook balance

\$1,735,298

Actual ckbook

\$1,736,019 May 2020

Due to Flex Plan, tax collections

\$721

# 2020 Actuals & Comparisons to 2019 Actuals

Year to Date May	2020	2019	Change	UP
<b>REVENUES:</b>	<b>\$2,095,090</b>	<b>\$1,546,330</b>		<b>\$548,760</b>
<i>(excludes Other Financings Sources - borrowing, transferred designated funds)</i>				<i>Favorable</i>
All Tax collections (timing)	\$1,092,249	\$1,025,989	\$66,260	
Collection % of entire tax roll	58.1%	57.2%		
Transportation aids, state funding	\$57,309	\$52,104	\$5,205	
Grants & Reimbursements for 2019 expenses	\$547,436	\$8,480	\$538,956	Harbor Grant
BBTP Campground, shelters, NMV	\$58,079	\$70,854	(\$12,775)	
Airport, Docks & Harbor Fees, revenues	\$82,995	\$83,731	(\$736)	
Permits, tickets, licenses, Ambulance	\$19,734	\$31,255	(\$11,521)	
MRF Fees, sales	\$10,057	\$12,246	(\$2,189)	
Misc Revenue	\$3,881	\$1,510	\$2,171	
County & Intermunicipal re-imbursements	\$91,007	\$90,410	\$597	
Misc leases, property sales, interest, contributions	\$131,243	\$137,989	(\$6,746)	
<i>Bayfield School (windsled), Rural ESB reimbursements</i>				

	2020	2019	Change	UP
<b>EXPENDITURES:</b>	<b>\$1,377,748</b>	<b>\$1,409,828</b>		<b>\$159,205</b>
<i>(excludes Debt Service (borrowing) &amp; Other Financing Uses)</i>				<i>Un-Favorable</i>
		<i>ESB exp</i>		
		<i>NET:</i>		
<b>General Government</b>	<b>\$190,437</b>	<b>\$236,283</b>	<b>(\$45,846)</b>	<b>Favorable</b>
UP Computers/web-site, General insurance (liability costs), Oasis payroll processing				
DOWN Accomodations tax (new method payout), Thail staff personnel costs, utilities				
<b>Law Enforcement</b>	<b>\$130,128</b>	<b>\$154,448</b>	<b>(\$6,723)</b>	<b>removed ESB</b>
UP Bldg costs/Utilities, vehicle expenses		<i>ESB exp</i>		<b>Favorable</b>
DOWN Personnel costs, training		<i>NET:</i>		
<b>Fire Dept.</b>	<b>\$72,321</b>	<b>\$162,575</b>	<b>\$28,971</b>	<b>removed ESB</b>
UP: Equipment purchases, repairs & maintenance		<i>ESB exp</i>		<b>Un-Favorable</b>
DOWN Compensation (no lead engineer pays), ice rescue		<i>NET:</i>		
<b>Ambulance Service</b>	<b>\$65,598</b>	<b>\$108,901</b>	<b>\$11,160</b>	<b>removed ESB</b>
UP Compensation (bi-annual refresher), supplies & meds		<i>ESB exp</i>		<b>Un-Favorable</b>
DOWN Education, length of service contributions		<i>NET:</i>		
<b>Roads</b>	<b>\$176,666</b>	<b>\$214,560</b>	<b>(\$37,894)</b>	<b>Favorable</b>
UP Personnel costs (partially off-set by Parks), Unemployment, rentals, maint supplies				
DOWN Ice Road/Winter Transportation, Parts, General insurance				
<b>DOCK/HARBOR</b>	<b>\$11,298</b>	<b>\$47,187</b>	<b>(\$35,889)</b>	<b>Favorable</b>
DOWN 2019 recoding of Smith Group for HAP project will be moving to Capital				
UP Contract w/Smith Group/Multi-Modal grant work (un-budgeted)				
<b>CEMETERY</b>	<b>\$2,392</b>	<b>\$764</b>	<b>\$1,628</b>	<b>Un-Favorable</b>
DOWN				
UP Survey plat work, legal ordinance, groundwork				
<b>MRF</b>	<b>\$73,662</b>	<b>\$78,063</b>	<b>(\$4,401)</b>	<b>Favorable</b>
UP - Equipment maintenance, facility (survey, garage doors)				
DOWN Personnel costs, General insurance				
<b>Library</b>	<b>\$76,733</b>	<b>\$75,303</b>	<b>\$1,430</b>	<b>Un-Favorable</b>
UP - MI Public Library Board handles				
<b>Parks</b>	<b>\$30,819</b>	<b>\$54,213</b>	<b>(\$23,394)</b>	<b>Favorable</b>
UP Unemployment, Utilities, general expenses				
DOWN Labor & benefits shifted to Roads, General BBTP cleaning (timing)				
<b>Recreation Center</b>	<b>\$969</b>	<b>\$1,291</b>	<b>(\$322)</b>	<b>Favorable</b>
DOWN General insurance				
<b>ZONING &amp; PLANNING</b>	<b>\$12,386</b>	<b>\$12,077</b>	<b>\$309</b>	<b>Un-Favorable</b>
UP Vehicle expense, commiltees, insurance				
DOWN Compensation				
<b>Capital Outlays</b>	<b>\$515,977</b>	<b>\$246,612</b>	<b>\$269,365</b>	<b>"Un-favorable"</b>
UP Purchases, improvements				
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 Waterfront Gallery Sidewalk	\$222			
2020 Airport Improvements (WI BOA catchup)	\$1,881			
2020 Town Dock Improvement (Construction)	\$240,544			
2020 Town Dock Improvement (Engineering)	\$62,336			
2020 Rec Center remodeling	\$1,317			
2020 Greenwood Chapwl walkway	\$6,116			
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		\$56,185		
2019 Rds Building Improves		\$19,733		
2019 Rds Big Am's Rds work,Chippewa, signs		\$8,075		
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,City Garage		\$37,318		
2019 Cemetery Chapel expenses		\$17,640		
2019 Parks Truck purchase		\$10,000		
2019 BBTP Improvements		\$1,308		
2019 Rec Center improvements		\$3,973		



## 2020 Town Board Designated Funds Breakdown

	<u>May-20</u> -	<u>Apr-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:	994	-131	1,125	11,940
			+ County's share	
FIRE DEPARTMENT:	59,803	59,787	16	141,188
			+ interest	
AMBULANCE:	31,933	32,087	(155)	46,430
			+ interest - EMT Training + EMT Train	
HIGHWAY:	-1	-1	0	0
ESB RECOVERY FUND (Donations)	365,351	354,106	11,246	0
			+ interest + insurance reimbursement	
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	639,128	641,153	(2,025)	0
			+ interest - veh equipping expends	
ESB BLDG INSURANCE FUND	478,255	468,258	9,997	0
			+ interest + insurance reimbursement	
AIRPORT EXTENSION/EXPANSION:	0	0	0	0
MATERIAL RECOVERY FACILITY:	0	0	0	0
PARKS:	33,066	34,049	(984)	30,066
			+ interest - bench	
REC CENTER:	5,488	5,487	2	3,686
General Recreation Center, Softball fund			+ interest	
CEMETERY FUND	16,215	10,683	5,532	501
			+ interest + chapel Repair/Main DSACF	
WINTER TRANSPORTATION FUND:	30,402	30,393	9	36,916
			+ interest	
ALTERNATIVE ENERGY FUND:	91	90	0	89
LIBRARY:	78,265	73,177	5,088	69,819

TOTAL DESIGNATED FUNDS:	<b>\$1,756,134</b>	<b>\$1,726,284</b>	<b>29,850</b>	<b>\$352,414</b>
Individual Funds Listing	1,756,133	1,726,283	\$29,850	\$352,415
Variance	\$1.31	\$0.96	\$0.35	-\$1.00
<i>rounding</i>				



# Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984  
(608) 266-8005 | elections@wi.gov | elections.wi.gov

TR(5) Lisa, Barb, Michael  
public

**DATE:** June 17, 2020

**TO:** Wisconsin Municipal Clerks  
City of Milwaukee Election Commission  
Wisconsin County Clerks  
Milwaukee County Election Commission

**FROM:** Meagan Wolfe  
Administrator

**SUBJECT:** WEC CARES Subgrant Program Announcement

1. **SUMMARY.** Under the Coronavirus Aid, Relief and Economic Security (CARES) Act, the Wisconsin Elections Commission (WEC) was awarded funds on April 6th to help "prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." The WEC produced a plan to distribute a majority of these funds to municipalities through the WEC CARES Subgrant program to help them prepare for the remainder of the 2020 election year.
2. **PROGRAM DESCRIPTION.** The Elections Commission authorized a \$4.1 million WEC CARES subgrant program for municipalities to offset pandemic-related elections costs. The approved WEC CARES Subgrant program provides a \$200 base amount plus an additional \$1.10/per registered voter. This means that if a municipality has 100 registered voters, the municipality will receive the base \$200 plus \$1.10/per those 100 registered voters. That total amount the municipality would receive is \$310.00.
3. **AUTHORIZED USES.** The WEC CARES Subgrant is for pandemic-related expenditures for the 2020 elections. The following are the allowable uses under the WEC CARES Subgrant:
  - (1) **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
  - (2) **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
  - (3) **ADDITIONAL STAFFING** for processing of higher levels of absentee ballot requests and absentee ballot tabulation, resulting in expanded hours, overtime, and associated benefits costs

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Administrator  
Meagan Wolfe

for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.

- (4) **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.
- (5) **ADDITIONAL ABSENTEE DROP-BOXES**, installation, and security.
- (6) **ADDITIONAL SPACE LEASING** for new polling places when existing sites are closed or relocated due to the pandemic.
- (7) **ACQUISITION OF ADDITIONAL EQUIPMENT** necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the Code of Federal Regulations, Title 2 section 200.33. (2 CFR § 200.33))

4. **DOCUMENTATION & REPORTING.** Municipalities are asked to document all election pandemic-related expenses from January 20, 2020 to November 30, 2020 that fall under the seven categories above. These expenses can be tracked on the WEC CARES Expenditure Tracking template that will be provided by WEC Staff. Documentation includes anything that provides information on the purchase, such as receipts, invoices, payroll reports, etc. and explanations and justifications of how claimed expenditures qualify as pandemic related.

There will be a required check-in for municipalities between the August and November elections due on September 15, 2020. For this check-in, the WEC financial staff requires all municipalities that accepted funds to return a copy of the WEC CARES Expenditures Reporting template to [elections.finance@wi.gov](mailto:elections.finance@wi.gov). This report will cover all claimed expenses under the four above categories from January 20th, 2020 to September 1st, 2020. The check-in report is to help clerks receive any guidance or ask any questions as it will relates to the final report due December 1st, 2020. WEC staff wants to ensure that clerks feel comfortable tracking expenditures and with the reporting requirements before the final deadline.

The final report due to the WEC will consist of an updated and complete WEC CARES Expenditures Reporting template from the September 15<sup>th</sup> check-in. The completed report will cover the entire January 20th, 2020 to November 30th, 2020 time period and is due December 1, 2020. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. Only the completed WEC CARES Expenditure Report template needs to be submitted; all receipts, invoices, and other documentation should not be submitted but must be maintained on file until December 30th, 2024.

5. **WHAT IF I NEED SOMETHING ELSE?** The WEC CARES Subgrant is a one-time subgrant award to help offset the additional costs that have been and will be incurred as they prepare for elections impacted by the COVID-19 pandemic. Please note that the State of Wisconsin will supply municipalities with cleaning supplies and protective equipment ahead of the August and November elections. If municipalities still have election related costs in those categories, those can be submitted to FEMA or Routes to Recovery for further reimbursement. As well, we have worked with the Department of Administration to understand their Routes to Recovery subgrant to ensure our subgrant compliments theirs and provides municipalities with the maximum access to available funds. Our recommendation is to focus your WEC CARES Subgrant funds toward preparing for the August and November elections as these are funds received immediately after the signed WEC CARES Agreement has been received by the WEC. As well, the WEC CARES Subgrant will cover all election-related pandemic expenditures until November 30, 2020, even if they have not been paid out by December 1, 2020. Per DOA guidance, the Routes to Recovery Grant will be a reimbursement of expenses already paid through October 30, 2020. For further information on the Routes to Recovery grant please go to <https://doa.wi.gov/Pages/LocalGovtsGrants/COVID-Grants.aspx>.

6. **HOW DO JURISDICTIONS APPLY?** Clerks must read, sign, and return the WEC CARES Subgrant Agreement and Certification form to [elections.finance@wi.gov](mailto:elections.finance@wi.gov). These agreements need to be returned to WEC no later than September 1st, 2020. Subgrant awards will be issued as signed agreements are received. If you require a paper agreement be mailed to you, please contact the WEC Helpdesk at (608)261-2028.

7. **IMPORTANT DATES?** Below is a table of the important deadlines to remember:

Date	Description
January 20, 2020	Reporting period begins
September 1, 2020	Deadline for agreement
September 15, 2020	Check-In Due to WEC
November 30, 2020	Reporting Period Ends
December 1, 2020	Final WEC CARES Expenditure Report Due to WEC

8. **QUESTIONS?** If you have any questions or concerns please email the WEC Financial Team at [elections.finance@wi.gov](mailto:elections.finance@wi.gov) or call the WEC Helpdesk at (608)261-2028.



# Wisconsin Elections Commission

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## 2020 HAVA CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) SUBGRANT PROGRAM

### WEC CARES SUBGRANT AGREEMENT, TERMS AND CERTIFICATION

The purpose of this agreement is to certify that my jurisdiction will use the CARES Subgrant funds solely for costs incurred due to the pandemic affecting the 2020 federal elections and in accordance with the Code of Federal Regulations (CFR) Title 2, and the Wisconsin Election Commission's (the Commission's) documentation retention and reporting requirements.

#### I. ALLOWABLE USES

**Purpose and Use of Funds.** The CARES Act makes clear that grant funds are for ADDITIONAL costs associated with the national emergency related to coronavirus and are to be spent *"to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle."* Additional costs are those incurred outside of the jurisdiction's budgeted costs for the 2020 federal elections or those costs that are solely incurred due to the pandemic. For the purpose of this subgrant, those allowable uses span the period **January 20, 2020 through November 30, 2020** and include the seven following categories:

1. **ADDITIONAL BALLOT SUPPLIES, PRINTING, AND POSTAGE COSTS** for higher levels of absentee or vote by mail processes, including printers, scanners, and envelope openers costing less than \$5000 per unit.
2. **ADDITIONAL CLEANING SUPPLIES, CLEANING SERVICES AND PROTECTIVE EQUIPMENT** including additional disinfectants, wipes, paper towels, deep cleaning services for polling places pre- and post-election, masks, gloves, gowns, face shields, plexiglass, thermometers and other equipment for staff and poll workers' virus protection for in-person absentee voting sites, election day polling places and absentee central-count locations.
3. **ADDITIONAL STAFFING FOR PROCESSING** of higher levels of absentee ballot requests and absentee ballot tabulation, as expanded hours, overtime, Hazard Pay and associated benefits costs for election staff and poll workers or unbudgeted temporary election staff or poll workers and for additional staffing for cleaning polling locations and creating other protective measures.
4. **ADDITIONAL MAILINGS FOR PUBLIC COMMUNICATION** of changes in registration, absentee ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process.

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Administrator  
Megan Wolfe



5. **ADDITIONAL ABSENTEE DROP-BOXES**, installation, and security.
6. **ADDITIONAL SPACE LEASING** for new polling places when existing sites are closed or relocated due to the pandemic.
7. **ACQUISITION OF ADDITIONAL EQUIPMENT** necessary to process the higher volume of absentee ballots. This includes new automated letter opening equipment, paper folding machines, high speed or central count tabulators, and mobile IT equipment. (This "Equipment" category defined as costing equal or greater than \$5000 per unit. Equipment costs less than \$5000 should instead be reported under the applicable category above, most likely Additional Ballot Supplies. Additional reporting and documentation are required for allowable equipment purchases as outlined in the below referenced CFR sections.)  
Per the Code of Federal Regulations, Title 2 (2 CFR) §200.33:  
"Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies."

## II. DOCUMENTATION, AUDIT, AND REPORTING

**DOCUMENTATION:** The receiving jurisdiction must maintain all documentation of purchases made using subgrant funds provided by this subgrant until December 31, 2024. Documentation includes receipts, invoices, payroll reports, etc. and notations to document that claimed expenditures are due to the pandemic.

~~A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes destruction of said records.~~

**AUDIT:** All subgrant funds are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws.

Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a municipality under the subgrant, the municipality shall repay the amount of the subgrant to the Commission.

**REPORTING:** September 15, 2020 and December 1, 2020. A Check-In is due September 15, 2020 that covers the period of January 20, 2020 – September 1, 2020. The final report is due December 1, 2020, covering January 20, 2020 – November 30, 2020. By those two deadlines, all receiving jurisdictions must complete and submit to the Commission the WEC CARES Subgrant Expenditures Reporting template for the corresponding period reporting the total pandemic-related election expenditures claimed in the seven categories listed below and detailed above:

*Wisconsin Elections Commissioners*

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Administrator  
Meagan Wolfe



1. Ballots/Ballot Supplies/Printing/Postage
2. Cleaning Supplies & Services / Protective Equipment
3. Additional Staffing
4. Public Communications
5. Absentee Ballot Drop-Boxes
6. Additional Leasing
7. Equipment

### III. TIMELINES

- **EXPENDITURE PERIOD:** January 20, 2020 – November 30, 2020. Allowable expenses must have been incurred between January 20, 2020 through November 30, 2020. All bills/invoices do NOT have to be paid by November 30, 2020, but the expenses need to be incurred by that date to qualify under the subgrant.
- **SUBGRANT AGREEMENT RETURN DEADLINE:** September 1, 2020. The Commission will expedite the disbursement of funds as the agreements are received. Commission staff will award subgrants as a \$200 base subgrant plus an additional \$1.10 per registered voter as of June 1, 2020. Subgrant allocation is within the sole discretion of the Commission staff administering the subgrant program. Subgrant funds may be received through electronic transfer to a jurisdiction's shared revenues account (if available) or a physical check may be sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant checks, please contact the Commission's financial team via the WEC Help Desk at (608) 261-2028 or [elections.finance@wi.gov](mailto:elections.finance@wi.gov)
- **PANDEMIC EXPENDITURE REPORTING DEADLINES:** Check-In September 15, 2020 and Final Report December 1, 2020. The jurisdiction's final report of all sufficiently documented pandemic expenditures in the seven categories listed in Section II of this agreement, is due December 1, 2020. This deadline allows the Commission's financial staff to meet its federal grant reporting deadlines, therefore it is important for jurisdictions to file the final expenditure report on time. The Commission will provide to participating jurisdictions a template report, and the jurisdiction will fill in the seven total expenditure amounts for the seven categories in Section II of this agreement. This is an important deadline. If a report is not received by December 1, 2020, the jurisdiction may be required to return all subgrant funds received. The same report is to be used for the September 15, 2020 Check-In but covering the period of January 20, 2020 – September 1, 2020.
- **RETURN OF UNUSED FUNDS:** December 15, 2020. Jurisdictions must return any unused subgrant funds by December 15, 2020. Also, if a jurisdiction fails to submit a Pandemic Expenditure Report by December 1, 2020, the jurisdiction may be required to return all subgrant funds received.

#### *Wisconsin Elections Commissioners*

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Administrator  
Meagan Wolfe

#### IV. CERTIFICATIONS

Federal and State law require jurisdictions receiving subgrants to certify that they will comply with the terms of the subgrant. By signing and returning this agreement, your jurisdiction certifies the following:

- As the receiving jurisdiction, we certify that we will solely use the WEC CARES Subgrant funds for costs incurred due to the pandemic affecting the 2020 federal elections.
- As the receiving jurisdiction, we certify that we do or will have the necessary processes and systems in place to comply with the reporting requirements.
- As the receiving jurisdiction, we will maintain all documentation of purchases made using subgrant funds provided in this subgrant until December 31, 2024.
- As the receiving jurisdiction, we will return any unused funds by December 15, 2020.
- As the receiving jurisdiction, by September 15, 2020 and December 1, 2020 we will submit to the Commission a simple report of the total expenditures in the seven categories detailed above: 1. Ballots/Ballot Supplies/Printing/Postage, 2. Cleaning/PPE, 3. Staffing, 4. Public Communications, 5. Absentee Ballot Drop-Boxes, 6. Space Leasing/Polling Place Relocation, and 7. Equipment.
- As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2019/>)

#### V. SIGNATURE

Please enter your name and the date of certification below to certify the above and *return via your official email address to [elections.finance@wi.gov](mailto:elections.finance@wi.gov).*

Receiving Jurisdiction's Name and County \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Representative of Jurisdiction)

Wisconsin Elections Commissioners

Ann S. Jacobs, chair | Marge Bostelmann | Julie M. Glancey | Dean Knudson | Robert Spindell | Mark L. Thomsen

Administrator  
Meagan Wolfe

## **GRANT POLICY AND PROCEDURES TOWN OF LA POINTE DRAFT 6/20/20**

### **POLICY**

Grants can be an important source of funding for various town operations and projects. Grants, however, have conditions associated with their use, and those conditions and any associated costs need to be thoroughly evaluated prior to the application process.

1. For this reason, all grant application opportunities must be reviewed and approved for application by the Town Administrator and Accounting Administrator prior to beginning the application process.
2. The Department Head must provide information to the Town Administrator who must then inform the Town Board of any impending grant applications, including the purpose of the application, how the grant fits within the department's functions, and the fiscal implications prior to the grant application submittal.
3. Any required match must be identified in and included in the department's existing budget prior to the grant application's submission.
4. Whenever possible, grant funding should provide sufficient funds to pay all grantee and support agency marginal costs for the administration activities necessary to manage the grant.
5. Positions created through a grant program are grant-dependent. It is the policy of the Town of La Pointe that positions funded by grants shall be discontinued (or reduced) upon the discontinuance (or reduction) of the funding grant(s).
6. Following the policy above, the Town Administrator can approve grant applications and grant awards for up to \$5,000 without going to the Town Board for approval at the Administrator's discretion.

### **PROCEDURES**

1. If a grant has been approved by the Town Board for submission, all grant applications, agreements/contracts must be reviewed by the Accounting Administrator prior to Town Board approval of the grant contract.
2. All grant agreements/contracts must then be reviewed, approved and signed by the Town Board.
3. No expenditure of grant proceeds shall be made until such time that the Town Board approves acceptance of the grant.

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### **EXCEPTIONS**

1. Scheduled grant applications that have been approved by resolution do not have to go before the Town Board each time they are submitted. These include the RUG grant (MRF) and Act 102 funding for the Ambulance Service.
2. This Policy and Procedures does not apply to the Madeline Island Public Library unless the Library Board approves the policy.
3. In most state and federal grants, no eligible expenditures can be made until there is a fully executed (both parties have signed) grant agreement in place.

# Attachment "B" to 2020 Compensation Resolution

## Town of LaPointe

### Resolution #2019-1230

**RESOLVED** by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2019-1230 (2020 *Compensations*) has been passed and is attached to the resolution and becomes a part thereof.

#### Resolution #2019-1230

POSITION	ORIGINAL 2020 RATE	CHANGE	2020 RATE
MRF Solid Waste Attendant II	\$21.05	(\$1.05)	\$20.00*
<i>*As per Town Board motion on 6/09/2020, effective 06/11/2020</i>			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest:

DRAFT

\_\_\_\_\_  
James Patterson, Chairman

\_\_\_\_\_  
Micaela Montagne, Town Clerk

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

Posted:

\_\_\_\_\_  
John Carlson, Supervisor

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

\_\_\_\_\_  
Glenn Carlson, Supervisor

\*The original 2020 Compensation Resolution had MRF [solid waste] Attendant II pay rate at \$21.05. Because the new hire wage rate was approved at \$21.00, this resolution was needed to reflect the new rate.

The Compensation Resolutions have several purposes:

1. Provide the tax payers information on compensation rates.
2. Provides documentation that employees are being paid the amount approved by the Town Board (audit), which is why the TB motion dates are included.

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TO: Town Board

FROM: Lisa Potswald

RE: Impartial Hearing Officer

DATE: June 12, 2020

The Town of La Pointe is required to adopt an employee grievance procedure pursuant to Wisconsin Statutes s. 66.0509 (1m) intended to provide a timely and orderly review of disputes regarding a) employee terminations, b) employee discipline, and c) workplace safety. The process is defined in the Town of La Pointe Personnel Policy (7-10-18), pages 22-26.

The process requires the Town to obtain the services of an Impartial Hearing Officer. The Hearing Officer's role is to define the issues, identify areas of agreement, the issues in dispute and hear evidence and arguments. This process does not involve a hearing before a court of law; thus, the rules of evidence are not strictly followed.

The Town previously contracted with Colleen Daly, an attorney in Bayfield. However, Ms. Daly closed her practice in Bayfield and moved away so she is no longer available. I contacted Max Lindsey for recommendations, and he recommended Philip Sorenson, who he has recently worked with. Mr. Sorenson is a semi-retired attorney who recently moved back to Ashland.

In the five years that I have been in the Town Administrator role, the Town has used an Impartial Hearing Officer three times.

Attached you will find a contract with Mr. Sorenson for your consideration.

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**Town of La Pointe**

**Resolution #2020-0623**

**Resolution to Appoint an Impartial Hearing Officer**

**Whereas**, the State of Wisconsin requires per ss 66.0509 that each municipality in the State must have an Employee Grievance Procedure in place, and

**Whereas**, a component of that procedure must be the determination of an Impartial Hearing Officer, and

**Whereas**, the Town of La Pointe, in order to comply with this requirement, is contracting with Philip Sorenson, Attorney at Law (of 723 Stuntz Avenue, Ashland WI 54806) to serve in this capacity,

**Therefore, be it resolved**, that the Town of La Pointe has determined by motion at their June 23, 2020 Town Board meeting, that Philip Sorenson, Attorney at Law, will act as an Impartial Hearing Officer for the Town of La Pointe.

**Further, be it resolved**, that all previous resolutions regarding an Impartial Hearing Officer be deemed no longer in effect.

Passed this 23th day of June, 2020

\_\_\_\_\_  
James Patterson, Chairman

\_\_\_\_\_  
Attest, Micaela Montagne, Town Clerk

\_\_\_\_\_  
Mike Anderson, Supervisor

\_\_\_\_\_  
Sue Brenna, Supervisor

Posted on \_\_\_\_\_

\_\_\_\_\_  
Glenn Carlson, Supervisor

\_\_\_\_\_  
John Carlson, Supervisor

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(5)TB, Lisa, Barb, Micaela,  
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 Phillip J. Sorensen (the "Contractor").

### RECITALS

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

WHEREAS, the Contractor represents to the Town that he has the expertise, knowledge, and experience necessary to properly perform this contract according to its terms and that he 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:

Act as an Impartial Hearing Officer for employee grievances as required under Wis. Stat. 66.0509.

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$ 150.00 per hour , billed in quarter-hour increments, exclusive of travel time, which Contractor will bill at \$50.00 per hour, also in quarter-hour increments.

Contractor customarily increases hourly rates on an annual basis. Contractor will provide the Town with written notice of any increase in the Contractor's hourly rate 30 days prior to the increase.

It is understood that Contractor will bill Town for work that includes, but is not limited to, the following: office conferences, telephone conversations, hearings, reading and writing correspondence, including digital and electronic, preparing and reviewing pleadings and documents, analyzing financial records and reports, research, drafting, writing, reviewing, memorandums, minutes, notes, meetings, and preparation.

3. **Dates of Service.** The services described herein shall be provided beginning June 23, 2020 until the contract is terminated by one party.

4. **Reimbursement for Expenses.** In addition to the aforesaid payment for services, the Town shall reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract, including but not limited to:

a) Actual costs or disbursements incurred or advanced on Town's behalf, such as parking, photocopies, telephone calls, and if necessary, process service fees, court reporter fees, postage,

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witness and subpoena fees, filing and court fees, etc. upon presentation of invoice and receipts where practicable, reasonable, necessary, and in the usual and customary course of business;

b) Ferry transportation fees upon presentation of receipts; and

c) Vehicle mileage at the rate authorized by the Internal Revenue Service (currently 57.5 cents per mile) upon presentation of invoice.

Reimbursement for out-of-pocket expenses will occur upon presentation of receipts;

5. **Due Diligence.** The services provided by the Contractor shall encompass the required due diligence in a manner consistent with the terms and provisions of this contract.

6. **Relationship Between Town and Contractor.** With respect to this contract, the Contractor remains an independent contractor with regard to the Town and not an employee of the Town. As such, the Contractor maintains, in accordance with §102.07(8)(b) Wisconsin Statutes, that he:

- a) Maintains his business separate and apart from the Town.
- b) Holds a Federal Employer Identification Number for its business or files a self-employment income tax return with the IRS reflecting its status.
- c) Controls the means of performing this contract.
- d) Incurs the main expenses related to the services provided under this contract.
- e) Remains responsible for the satisfactory completion of the services provided for herein and is liable for a failure to complete the work or service specified herein.
- f) Receives the compensation provided for herein on the basis provided for herein.
- g) Realizes a profit or suffers a loss under this contract, depending on how the Contractor performs.
- h) Has continuing and recurring business liabilities and obligations.
- i) Operates a business, the success or failure of which depends on the relationship between business receipts and expenditures.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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](mailto:administrator@townoflapointewi.gov)

To the Contractor:

Philip J. Sorensen  
Attorney  
723 Stuntz Ave.  
Ashland, WI. 54806  
[pjslaw@gmail.com](mailto:pjslaw@gmail.com)

IN WITNESS WHEREOF, the undersigned have executed this agreement this 11<sup>th</sup> day of June, 2020.

The Town of La Pointe (the Town)

Philip Jon Sorensen (the Contractor)

Signature:

Signature: 

Printed Name: \_\_\_\_\_

Printed Name: Philip J. Sorensen

Title: \_\_\_\_\_

Title: Attorney, SBIN 1002016



# MEMO

**TO:** Town Board Members

**CC:** Micaela Montagne, Town Clerk  
Lisa Potswald, Town Administrator

**FROM:** Barb Nelson, Accounting Administrator/Deputy Clerk

**DATE:** Thursday, June 18<sup>th</sup>, 2020

**RE:** Vacation Extension Request

According to the Town's Personnel Policy:

*Vacation will be credited to the employee on the yearly anniversary date*

*It is the intent that vacation time earned one year will be used the following year, so vacation time may be carried forward for a maximum of 1 (one) year from the date it is credited to the employee, except with written permission from the Town Board.*

*Vacation pay will be at the employee's current hourly rate for a maximum of 8 hours in a day or 40 hours in one week.*

*Vacation time is meant to give the employee time away from the job to relax and enjoy some free time and as such is encouraged to use it. However, an employee may request payment for up to one half his/her annual vacation time each year, with prior Town Board written approval, if the employee finds it difficult to use vacation time without compromising job duties or operation of the Town.*

I currently have approx. 151.50 hours of unused vacation time accrued in 2019, with my anniversary date of July 1st.

Due to un-planned issues, the darn COVID-19 additional work and time off/travel restriction, routine and existing projects as well as general time constraints, I have not been able to easily take time off.

I would like to request an extension until 12/31/2020 to use these 2019 accrued hours, as it's not feasible to request a monetary payment. Since I currently am working 10 hour days, I would also like permission to use a maximum of 10 hours in a day, rather than the policy of 8 hours.

Thank you for your consideration of this request.

*Barb*

RECEIVED

JUN 19 2020

Initial: *dg*

TB5 Lisa, Ben, Micaela  
Micaela

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY JUNE 9, 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 Treasurer Carol Neubauer, Elected Clerk Micaela Montagne

**Called to Order:** 5:30pm

**I. Public Comment A\*:** Jim Patterson commented on how he was pleased with how the Black Lives Matter protest held Sunday June 7, 2020 went. Sue Brenna thanked the organizers, speakers and all who attended the Black Lives Matter protest.

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

**III. Public Works**

**A. Public Works Director**

1. **Public Work Director's Report:** Report for May 2020 prepared and presented by Ben Schram placed on file by Unanimous Consent. One porta potty on Le Sueur Street is open for now, and camping sites are booking.

**B. Roads**

1. **Roads/ Parks Projects:** general discussion on how the sidewalk project was removed and there are other things that can wait to save money for other things, most likely the dock approach/ apron.

2. **Dust Abatement:** There is \$30,000 in the budget for this. Discussion on not doing it and putting the money toward the dock repairs. Motion to not do the dust abatement in 2020, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

3. **Resolution #2020-0609 Surrendering Sidewalk Easement:** The trees that were in the town right of way were removed by the Town, other trees on private property were paid for by the property owners. Some board members would still like to see this done in the future, but the property owners have asked the Town to surrender the easement. Motion to approve Resolution #2020-0609 Surrendering the Sidewalk Easement, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**C. Parks**

1. **Joni's Beach Shore Stabilization:** This is in the budget as the beach is eroding and needs rip rap to stabilize it. Rip rap will extend from the neighboring property (south side) to about 30 feet past the cribbed in tree. Motion to go ahead with the project, J. Carlson/ S. Brenna. Discussion that as this was already in the budget and there have been approved purchase orders for part of it, that a motion is not necessary. Motion withdrawn.

2. **Request from Ed Kale: Non-motorized Vessel Permit Fees be Reduced:** Ed Kale asked for a reduction in permit fees as he believes he will have less business this year. Discussion on though there is sympathy, there is consensus to not change the fees for this year.

#### **D. Materials Recovery Facility (MRF)**

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

2. Hire MRF Attendant: Motion to hire Joe Abhold at \$20/hour for up to 40 hours/week starting 6/10/2020 contingent upon final meeting with Ted to discuss hours, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

Motion to move to agenda item V. E. Loan from Emergency Services Building, G. Carlson, S. Brenna, 5 Ayes, Motion Carried.

#### **V. Town Hall Administration**

E. Loan for Emergency Services Building: Treasurer C. Neubauer received three quotes for the \$1,378,462.91 loan needed for the Emergency Services Building. The lowest was Bremer Bank at 2.26% with \$9,000 in closing costs and fees, so if the added costs and fees are added to the loan it would be at 2.33%. Motion to authorize Carol Neubauer and Jim Patterson to execute the required documents to get the 10-year loan amortized over 20 years at 2.26% (with \$9,000 in fees totaling 2.33%), G. Carlson/ S. Brenna, 5 Ayes, Motion Carried. Further discussion that the annual payments for this loan will be about \$85,000, and with the gravel loan being retired next year, there is hope that taxes will not have to be raised for the Town's portion.

Motion to return to agenda item III. E., J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

#### **E. Airport**

1. Airport Manager's Report & Checklist: Report prepared by Paul Wilharm for May 2020 placed on file by Unanimous Consent. M. Anderson wonders how many people fly into the airport and do not fill out the logbook.

#### **F. Town Dock**

1. Dock Project: Wren Works is just about complete with the project. The Town crew will be painting new lines in the approach and parking lot area soon. They will continue to monitor and patch holes this summer until more exploratory work can be done in the fall.

#### **IV. Committees**

##### **A. Planning and Zoning**

1. Planning and Zoning Administrator's Report: None.

##### **B. Public Arts Committee**

1. Appointment of Member to Fill Term Ending 7/31/2020: Motion to appoint Mary Whittaker to the Public Arts Committee for the term ending 7/31/2020, S. Brenna/ G. Carlson, 5 Ayes, Motion Carried.

#### **V. Town Hall Administration**

A. Budget Report: Motion to approve the Budget Report dated 6/4/2020, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. Grant Updates: Lisa Potswald working on the firefighters' grant, a Bremer bank grant for the shelter as well as a composting grant. Clerk Montagne mentioned a grant for Election costs due to covid-19.

C. 2020 Budget Discussion: none.

D. Amendments to Ordinance Chapter 205: Building Construction: amendments include changes to commercial electrical code and inspector. Motion to approve the amendments to Ordinance Chapter 205: Building Construction, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

F. Attachment "A" to 2020 Compensation Resolution #2019-1230: Discussion on how the wage for the Parks 2 position is going down from what was budgeted. Motion to approve Attachment "A" to 2020 Compensation Resolution #2019-1230, J. Carlson/ G. Carlson, 4 Ayes, 1 abstain, Motion Carried.

G. Schedule a Special Town Meeting for Dock Passenger Shelter Approval: Motion to schedule the Special Town Meeting for Tuesday June 30, 2020 at 5:00pm at the Rec Center, M. Anderson/ G. Carlson, 5 Ayes, Motion Carried.

H. Hiring Process/Timeline for Town Administrator: Lisa Potswald put together some questions for the Board to consider as well as a possible timeline. Discussion on having the Town Board be involved, not a committee, have Lisa also be involved in the process. The Board would like to see what the costs may be for hiring a company to find good candidates. More on the next agenda.

VI. Alternative Claims: Motion to approve Alternative Claims for May 2020 in the amount of \$325,520.23, \$105,823.68 and \$1,302.63 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Treasurer's Report: Motion to approve the Treasurer's Report showing a total of \$3,525,907.45, and a total available checking of \$1,173,496.68, J. Patterson/ G. Carlson, 5 Ayes, Motion Carried.

#### VIII. Minutes

A. Regular Town Board Meeting May 26, 2020: Motion to approve minutes as submitted, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

#### IX. Police Department

A. Police Chief's Report: Report prepared and presented by William Defoe for May 2020 placed on file by Unanimous Consent. Chief Defoe mentioned that they are still operating on a more winter like schedule, very few part time hours.

B. Officers Working as EMTs: the Town's personnel attorney gave two options; have the officers who respond as EMTs be strictly volunteers or change the job description to add EMT duties to it then can be compensated as such but may also be subject to compensable hours and possible overtime. Discussion on if there is a way to still provide an incentive for officers who want to also be EMTs, and possibly other employees. Motion to rescind the \$1 pay increase for officers who are also EMTs (motion made at last meeting to be in place for 30 days) and get a proposal from L. Potswald, W. Defoe and Attorney P. Albrecht, G. Carlson/ S. Brenna. Further discussion on what to do, motion withdrawn. More on the next agenda.

#### X. Emergency Services

A. Fire Chief's Report: Report prepared by Rick Reichkitzer for May 2020 was received late. Clerk Montagne read the report into the meeting. Report placed on file by Unanimous Consent.

B. DNR Fire Fighter Program Grant Application: Grant will be for \$6,000 (Town to match \$3,000) for PPE and equipment for wildfires. Motion to approve Lisa Potswald sending the grant application, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**XI. Public Comment B\*\*:** Glenn Carlson commented on how the MRF work group did a great job with their report.

## **XII. Lawsuits & Legal Issues**

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

## **XIII. Liquor & Operators' Licenses**

A. Liquor/ Fermented Malt Beverages Fees for 2020/2021: A letter was received from the Tavern League requesting to reduce fees for this year. No businesses have requested reductions. The Town Board appreciates that the businesses have not asked for a reduction as the Town is also financially strained this year.

### **B. Class "A" Fermented Malt Beverage License**

1. Island Market Inc., Serena Gelinas Agent: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

### **C. Combination "Class A" Liquor License and Class "A" Fermented Malt Beverage License**

1. Mission Hill Coffee House/ La Pointe Provisions, Marie Noha: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

### **D. "Class B" Liquor License**

1. The Pub on Madeline Island Inc., Amitty Romundstad Agent: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **E. Class "B" Retail Sale of Fermented Malt Beverages License**

1. Madeline Island Golf Club, Inc, Michael Starck Agent

2. The Pub on Madeline Island Inc., Amitty Romundstad Agent: Motion to approve both, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **F. Cigarette and Tobacco License**

1. Island Market Inc.: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **G. Non-intoxicating Beverage License**

1. Island Market Inc.

2. Madeline Island Golf Club, Inc

3. McPearson's/ Quinn & Zayda's

4. Mission Hill/ La Pointe Provisions

5. The Pub on Madeline Island Inc.

Motion to approve all 5 listed, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **H. Operator's Licenses**

1. Aimee Baxter

2. Cora Baxter

3. Alyssa Larsen

4. Macy Haley

5. Elena Bangeeva Erickson

6. Jamie Murray

7. April Williams

8. Rick Christ

Motion to approve all 8 listed, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.



**XIV. New Agenda Items for Future Meetings:** Loan documents, ZA report, propane proposals, TA hiring process, Officers as EMTs, reschedule the first meeting in August, MRF work group meeting, proper procedures for purchase orders

**XV. Adjourn:** Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:22pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

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

## Madeline Island Ambulance Service Report

June 19, 2020

We have entered our busy season. Everyone on the service remains in good health and is taking all precautions to protect themselves during responses.

I would like to thank John Carlson for his many years of great service to the Madeline Island Ambulance Service. He has recently retired from the service. He has been a great asset to our team, and we will miss him. I am grateful that he is on the town board and remains a knowledgeable and fine advocate for the service.

We had our first in person meeting this month. Everyone wore masks and we practiced social distancing. We needed to meet to all get on the same page for the busy summer season and to emphasize that with the traffic now on the island, precautions are extremely important. We are seeing a great number of people without masks and not social distancing. I encourage everyone to still wear a mask in public. Everyone practiced driving the ambulances to re-familiarize themselves with the rigs and equipment. We also went through sanitation of the rigs and re-stocked our ditch kits.

We are still having regular zoom meetings with our regional medical director. He is seeing a large number of cases in the Minneapolis area and warns us about their population that is heading this way for vacation. Minnesota's numbers are now higher than Wisconsin's. I also attend the regular monthly zoom meeting with our area service directors, medical director, hospital staff, helicopter staff and paramedics. We are lucky to have stocked our PPE early on. Many services do not have the supplies they need to respond safely. We will still be taking temperatures of all patients and crew as we meet with patients or transport them. When we do transport to the hospital, only the patient is allowed into the hospital. Family and friends are not allowed at this time.

I discussed with the ferry line the possibility of a self-transport option since the boats stop running so early in the day. So many of our calls are after their hours of operation. Many of these calls do not require an ambulance to transport a patient but they need to be seen by a doctor. For instance, a cut on a lip that needs a stitch but does not require care all of the way to a hospital. The ferry line has agreed to add self-transport to their tariff schedule, but the charge is quite high. I understand their case and hope we can work together to make it easier for our patients to seek the treatments that they need. It would be great if we could provide more of these services on the island and I hope to approach the town board and the clinic about this issue.

Bob Pokorney joined the service on weekends when he is here on the island. He lives in Duluth and has his Wisconsin license. Isa Teisberg has finished her patient contacts and is scheduling her tests. We also have Alex Nelson who is not licensed but wants to volunteer with the service. We will find small jobs for him to do without patient contact. We are hoping he is interested in taking the class soon.

It is exciting to see the beginnings of construction of the new Emergency Services Building. I also want to thank the Wilderness Preserve for their generous donation for landscaping the grounds. We have had such tremendous support from the community, and I want everyone who has donated to the cause, just how appreciative we are.

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

JUN 19 2020

Initial: cdz

**REGULAR LIBRARY BOARD MEETING**

**Wednesday May 20<sup>th</sup>, 2020**

**5:00 PM LIBRARY 1<sup>st</sup> Floor**

**Conference Call**

~~Draft~~ Minutes

**Members Present:** Chair Louise McCray, Marilyn Hartig, Micaela Montagne, Peggy Ross, Keith Ryskoski, Max Imholte

**Members Absent:** Al Wyman

**Staff Present:** Lauren Schuppe Library Director

The Madeline Island Library Board meeting called to order by Louise McCray at 5:00p.m. on Wednesday, May 20, 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 April 21, 2020

B. Special Library board Meeting March 16<sup>th</sup>, 2020

Motion by Marilyn, second by Peggy to approve both minutes, All Ayes, Motion Carried.

**III. Vouchers**

A. Sign Directors Timesheet

B. Approve Bills:

**General Fund Vouchers**

Ace Hardware \$168.67

Norvado 199.38

Credit Card Services 141.00

Demco 72.45

Northern Waters Library Services 271.00

Sterling Computer 56.24

**Combination General Fund and Designated Fund Vouchers**

Cardmember Services \$393.89

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

**IV. Directors Report:**

Projects are going well: cleaning, weeding books, under stair play space.

Curbside pick up going well. Interlibrary loan is back up but there are still kinks being worked out.

**V. Finances**

A. Accounting Reports: No discussion, things look good.

## **VI. Policies**

- A. Read, Approve and Sign Holly Tourdot copyright papers regarding 'Bayview School and Milwaukee row 1910' painting and 'The Rieman's Then and Now' painting: The agreement is just for the Bayview School painting as the Rieman painting is not yet complete. Motion by Marilyn to approve the agreement with the addition of Holly Tourdot's name written under her signature. Second by Max, All Ayes, Motion Carried.
- B. COVID-19 Re-opening plans: Discussion on keeping this as is, with services by appointment, curbside pick up, etc. Will keep things as they are and review again next month.

Move to VII. A. Summer Rec Discussion prior to discussing personnel items.

## **VIII. Programs and Activities**

A. Summer Recreation Discussion: Lauren put together an outline of a reduced program: two staff, up to ten children ages 6- 10, preference given to resident Island families, then summer residents who have been here for 14 days and plan on staying more than two weeks. No vacation drop ins. Discussion on if it is legally okay for us to have the program, if yes, adding a Covid-19 clause to the risk waiver.

Motion by Micaela to table agenda items VII. A. B. C. D until Lauren can discuss/ review with Town Administrator Lisa Potswald and the Town Attorney. Second by Marilyn, All Ayes, Motion Carried.

---

## **VII. Personnel**

- A. Approve Director II Job Description
- B. Hire Samantha Dobson for Summer Recreation Director II
- C. Hire Robin Armagost for Summer Recreation Assistant
- D. Approve Wage Increase for Summer Rec Director II and Summer Recreation Assistant.

## **VIII. Programs and Activities**

B. Review MIPL Continuing Education Scholarship Applicants and Reward Funds: One application received from Olivia Hagen. Motion by Micaela to approve the scholarship for Olivia Hagen in the amount of \$1000.00, second by Marilyn, All Ayes, Motion Carried.

**Adjourn:** Discussion that the June meeting will be the annual meeting and have election of officers, Louise cannot be the President again, she has served three terms. Adjourned at 5:59pm.

Respectfully Submitted by Micaela Montagne.

Minutes approved as presented June 16, 2020. Dorgene Goetsch, Clerical Assistant



**REGULAR LIBRARY BOARD MEETING**

**Wednesday May 27<sup>th</sup>, 2020**

**5:00 PM LIBRARY 1<sup>st</sup> Floor**

**Conference Call**

~~Draft~~ Minutes

**Members Present:** Chair Louise McCray, Marilyn Hartig, Micaela Montagne, Peggy Ross, Keith Ryskoski, Max Imholte

**Members Absent:** Al Wyman

**Staff Present:** Lauren Schuppe Library Director

The Madeline Island Library Board meeting called to order by Louise McCray at 5:03 p.m. on Wednesday, May 20, 2020. A quorum of the committee is present as reflected in the members listed above.

**I. Public Comment\*: None**

**II. Programs**

**A. Summer Recreation Program Discussion**

Discussion on Proposed LaPointe Summer Recreation Program Contract 2020 distributed by Lauren. Items to be added will include;

- the program will follow Federal, State and Local Government guidelines
- program could be suspended or terminated at any time,
- limiting participants to no drop-ins
- staff to ask parents about any travel plans during summer program
- participation at staff digression
- limited time in Library building

Lauren will meet with staff and present final Program Contract at a later meeting date.

**B. Summer Recreation Risk Waiver Approval**

Tabled; Lauren will integrate the risk waiver into Final Program Contract 2020 for approval at a later date.

**III. Personnel**

**A. Approve Director II Job Description**

Motion by Micaela, second by Marilyn to approve Director II Job Description. All in favor, all aye. Motion Carried.

**B. Hire Samantha Dobson for Summer Recreation Director II**

Motion by Micaela, second by Max to hire Samantha Dobson as Summer Recreation Director II at \$18.00/hour plus \$250 ferry card. All in favor, all aye. Motion Carried.

**C. Hire Robin Armagost for Summer Recreation Assistant**

Motion by Marilyn, second by Max to Hire Robin Armagost as Summer Recreation Assistant with \$250 ferry card.



**D. Approve Wage Increase for Summer Rec Director II and Summer Recreation**

Lauren proposed increasing Director II from \$18/hour to \$20/hour and Summer Recreation Assistant from \$12/hour to \$13/hour.

Motion by Micaela, second by Keith to increase the Summer Rec Director II wage to \$20/hour for the 2020 season and Summer Recreation Assistant to \$13/hour for the 2020 season. All in favor, all aye. Motion Carried.

**E. Approve COVID-19 personnel training policy form**

Motion by Marilyn, second by Max to approve the COVID-19 personnel training policy form to be signed by Summer Recreation employees.

**Adjourn**

Motion by Max, second by Marilyn to adjourn. All in favor.

Minutes taken from recorder and respectfully submitted by Dorgene Goetsch, Clerical Assistant.

Minutes approved as presented June 16, 2020. Dorgene Goetsch, Clerical Assistant.

**SPECIAL REGULAR LIBRARY BOARD MEETING**

**Friday, June 5, 2020**

**9:00 AM LIBRARY 1<sup>st</sup> Floor**

**Conference Call**

~~Draft~~ Minutes

**Members Present:** Marilyn Hartig, Micaela Montagne, Keith Ryskoski, Max Imholte

**Members Absent:** Al Wyman and Louise McCray and Peggy Ross

**Staff Present:** Lauren Schuppe Library Director

The Madeline Island Library Board meeting was called to order by Keith Ryskoski at 9:05 a.m. on Friday, June 5, 2020. A quorum of the committee is present as reflected in the members listed above.

**I. Public Comment\***

None

**II. Programs**

**A. Summer Recreation Program Participant Contract Approval**

Lauren met with Sam Dobson, Summer Recreation Director II to finalize the draft contract discussed at the 5/27/20 Library Board meeting.

The projected start date is 6/15/20.

Motion by Micaela, second by Marilyn to approve the 2020 Participant Contract. All in favor, all aye. Motion Carried.

**Adjourn**

Motion by Micaela, second by Marilyn to adjourn. All in favor.

Minutes taken from recorder and respectfully submitted by Dorgene Goetsch, Clerical Assistant.  
Minutes approved as presented June 16, 2020. Dorgene Goetsch, Clerical Assistant.

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

Date: June 17, 2020

To: Town Board

From: Dorgene Goetsch, Clerical Assistant

**RE: Library Board Appointments**  
**Agenda Item for the June 23, 2020 Town Board Meeting**

- The following Library Board terms expire 6/30/2020.  
Marilyn Hartig - Marilyn is interested in serving another 3-year term  
Louise McCray - Louise is not interested in serving another 3-year term
- I posted sign-up sheets from 5/28/2020 to 6/11/2020.  
The following person is interested in serving on the Library Board.  
Cynthia Mueller
- The Library Board, at their June 16, 2020 meeting, recommended appointing the following members:  
Marilyn Hartig Term ending June 30, 2023  
Cynthia Mueller Term ending June 30, 2023
- Supporting documents are attached.
- I am waiting her hear on any delinquent taxes, utilities or assessments.

Thank you,

*Dorgene*

### **LIBRARY BOARD**

#### **3 Year Terms, 7 Members**

**PURPOSE:** That said first Library Board and all successor boards shall have all the authority, rights and powers granted by law and shall be subject to all of the duties and obligations required by law with respect to Public Libraries.

#### **MEMBERS:**

Marilyn Hartig  
Louise McCray, President  
Al Wyman  
Ralph "Max" Imholte  
Micaela Montagne  
Keith Ryskoski, Vice-President  
Peggy Ross

#### **TERM ENDING:**

June 30, 2020  
June 30, 2020  
June 30, 2021  
June 30, 2021  
June 30, 2021  
June 30, 2022  
June 30, 2022



## TOWN OF LA POINTE, MADELINE ISLAND

### Application to Serve on a Board and/or Committee

Complete and return to the Town Hall, PO Box 270 or email to [clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov)

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

☐ Zoning Board of Appeals\*  
☒ Madeline Island Public Library Board  
☒ Town Plan Commission\*  
☐ Madeline Sanitary District Board\*\*  
☐ Winter Transportation Committee  
☐ Public Arts Committee

☐ Energy Committee  
☐ Board of Review Alternate\*  
☐ Community Awards Committee  
☐ Election Officials\*  
☐ Harbor Committee  
☐ Other: \_\_\_\_\_

\*Members receive compensation for meeting attendance  
\*\* Members receive monthly compensation

\*\*\*\*\*  
2. Personal Information

Name Cynthia Mueller Date 7-21-2019

Mailing Address PO Box 382 La Pointe, WI 54850

Phone (Daytime) \_\_\_\_\_ Phone (Evening) \_\_\_\_\_ Email Address J

Town Resident? ☐ Full-time ☒ Part-time ☐ Other

\*\*\*\*\*  
3. Have you served on any other Town boards/committees in the past? YES \_\_\_\_\_ NO ☒

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above? I am a retired teacher and believe I would be helpful with library programming.

5. Why would you be an asset to the board(s)/committee(s) you have selected above?  
I have good people and communication skills and have had experience with children and literature.

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

Print Name Cynthia Mueller

Signature Cynthia Mueller

Date 7-21-2019

RECEIVED

clerk

## REGULAR LIBRARY BOARD MEETING

Tuesday

June 16th, 2020

5:00 PM LIBRARY 1<sup>st</sup> Floor

Conference Call

Draft Minutes

**Members Present:** Chair; Louise McCray, Marilyn Hartig, Al Wyman, Micaela Montagne, Peggy Ross, Keith Ryskoski, Max Imholte

**Members Absent:**

**Staff Present:** Lauren Schuppe Library Director

The Madeline Island Library Board meeting called to order by Louise McCray at 5:03 p.m. on Tuesday, June 16, 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 Minutes May 20<sup>th</sup>, 2020

B. Special Library Board Minutes May 27<sup>th</sup>, 2020

C. Special Library Board Minutes June 5<sup>th</sup>, 2020

Motion by Marilyn, second by Keith to approve all minutes listed. All in favor, all aye. Motion Carried.

### III. Vouchers

A. Sign Directors Timesheet

B. Approve Bills

MEI	\$338.55	Herb Quarterly	\$ 19.97
Norvado	199.38	Cardmember Services	31.64
Library Journal	157.99	M.I. Ferry Line	495.50
Cardmember Services	29.97	Cardmember Services	29.98
Highlights for Children	72.00	Town of La Pointe	150.00
MAD	32.99		

Motion by Peggy, second by Marilyn to approve all submitted vouchers. All in favor, all aye. Motion Carried.

Motion by Peggy, second by Micaela to approve Director's Timesheets. All in favor, all aye. Motion Carried.

### IV. Directors Report

- Summer Rec Program is off to a great start. Check-in outside is working out well, participation is increasing daily.
- Lots of book donations coming in for the book sale bins in vestibule and front porch.
- Staff is finishing clean-up while library is still closed to prepare for opening.



- A large sewing/quilting material donation was made to the Library for the kids sewing program.
- Lauren has been working on the summer reading program and looking into virtual programming options.
- Lauren in looking into anti-racism programming and working with Rachel at St. John's for ideas.

## **V. Finances**

### **A. Accounting Reports**

Keith asked about general funding levels with the library being closed.

Lauren stated that costs are down with; programming, custodial and summer rec.

Building maintenance has stayed the same. Lauren in working on updating/ordering new material but overall believes spending is down.

Motion by Micaela, second by Al to approve accounting report. All in favor, all aye.  
Motion Carried.

Louise asked Lauren to investigate using Zoom for future Library Board meetings.

## **VI. Library Board Members**

### **A. Library Board Member Recommendation for Town Board**

Two positions expire June 30, 2020; Louis McCray & Marilyn Hartig. Marilyn indicated she was interested in serving another 3-year term, Louise indicated she is not interested in serving another 3-year term. One person signed up on the posting.

→ Motion by Micaela, second by Peggy to recommend Marilyn Hartig and Cynthia Mueller to serve 3-year terms on the Library Board. All in favor, all aye. Motion Carried.

Thank you to Louise for all your years of service.

## **VII. Policies**

### **A. Discussion and Decision on re-opening the Library do to COVID-19**

Lauren recommends the following:

Library open to the public Monday-Friday 1pm – 3pm

No more than 5 patrons at a time

Masks are mandatory by patrons and staff during open hours.

Upstairs restroom closed to public (as summer rec uses this restroom exclusively)

Children's area to remained closed.

Library to be sanitized after 3pm daily.

Motion by Micaela, second by Al to approve Lauren's recommendations and update at Lauren's discretion. All in favor, all aye. Motion Carried.

## **Adjourn**

Motion by Marilyn, second by Max to adjourn. All in favor, all aye. Motion Carried.

Minutes taken from recorder and respectfully submitted by Dorgene Goetsch, Clerical Assistant.