

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: October 9, 2020

DATES OF REPORT: September 18, 2020 through October 9, 2020

### 1. Accomplished/Completed

### 2. Coming Up/Working On

- Budget
- Fire Recovery/Rebuilding
- Cell Tower
- Updating Ordinances
- Personnel Policy
- Dock Passenger Shelter Project
- Personnel Matters
- Emergency Operations Plan
- COVID-19
- Public Arts Project

### 3. Town Board Agenda - Information/Comments

- <u>Cemetery ordinance update</u>. Changes recommended include adding a definition of "owner", not allowing prepayment for burial services, and clarifying the resale process.
- Review TA applications (closed session) with Kevin from PAA. You have received a document from PAA
  outlining applicant information received for your review. You will make a decision at this meeting
  which candidates will be selected to provide you with videotaped interviews.
- ATT Tower contract amendment with Harmoni Towers LLC. See separate memo.
- <u>American Tower Proposal</u>. Max will be available to update you and answer any questions you may have.
- NRPC Contract for MRF Household Hazardous Waste Removal. Please see Ben's memo.
- <u>Temporary Driver and Equipment Operator Job Description and Job Posting</u>. Please consider approving the amended job description and consider approving posting for the positions. These two positions will be for snow removal at \$16/hour not to exceed 120 hours for each position. Ben would like to make recommendations for hiring to fill these positions at the 10/27/20 meeting so we are set for winter through 2020. The positions will be on the 12/22/20 agenda for approval for the full year of 2021.
- Berghammer Change Orders 2-5. Each change order has an explanation of what is changed, and how
  the budget is changed as a result of the change order. All change orders are reviewed and verified by
  Wendel staff as well as Barb.
- <u>Budget Presentations</u>. Town staff recommend holding in person budget meetings at the Town Hall, as
  it will be much too difficult to do them via telephone conference. Town Board members can each
  make an individual choice about whether to attend in person or not. Town staff will push back all the

- audience chairs and add tables so everyone can socially distance. A maximum of 10 people will be allowed in each meeting as per the Governor's most recent order.
- Easement with Evan Erickson. The Town is requesting an easement to bore three-phase power across Evan's property to the ESB. I will receive the map on Monday and send it to you for your review at that time.

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

### 5. Grant Report

Nothing to report.

### 6. Lawsuits/Legal Issues

Town Board members have been advised of any updates.

### 7. Comments/Other Information

Hiring Process/Time Line for Town Administrator. Kevin will meet with the Town Board remotely in closed session on 10/13/20 to go through all the applications and determine who will be interviewed. A second closed session meeting has been tentatively scheduled for 11/2/20. Kevin will attend in person to show the Town Board recordings of interviews with candidates and work with the Town Board to make decisions about who to bring to La Pointe for second interviews. Town staff will set up the room to allow appropriate social distancing for the 11/2/20 meeting. The candidates chosen for the second interviews are considered finalists and their names will be public information.

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

### September 2020 Public Works Report

### Roads

- The bump from the heaving culvert at the intersection of South Shore Road and Middle Road was finally cut out and the culvert was replaced with plastic pipe. I sincerely hope that this location along with all the other culvert replacements on the South end can still be paved over this fall.
- Excavating and repaving the dock approach is a very high priority and contracts with Northwoods Paving are in place. The weather will be the final determining factor.
- The brush and tag alders left by the boom mower on both Town and County roads in August has been dealt with as much as possible for now. Efforts will continue to chip it and remove it as time allows. Visibility has improved as the road right of ways have widened a little more.

### **Parks**

- The solar array at the school parking lot was adjusted to the fall/winter position.
- Downtown flags and banners were removed for the season, as they tend to take a beating or get damaged in the fall weather.
- We will be pulling the downtown trash receptables and closing porta potties in early October. Joni's Beach and Whitefish Street public restrooms will remain open until the weather turns.
- Despite the cancellation of fall weekend events, the gazebo was decorated with MIFL's help to create a welcoming fall color display.
- My previous prediction concerning daily traffic and camping turned out to be incorrect, and Big Bay Town Park was very, very busy this month, especially on weekends. We will be winterizing the facilities on Monday, October 19th.

### MRF

- Joe and Marty continue to do an amazing job with processing and clean-up of the main building. Our goal is to have the ceiling repaired and vapor barrier installed before it gets too cold in order to improve the working environment on the processing floor.
- Warren Johnson from Northwest Regional Planning Commission will be visiting the MRF in early October and guiding us with appropriate disposal of certain materials as we move forward. I hope to have a proper 'clean sweep' take place in 2021.

### Misc./Admin

- The 2011 Ford Explorer, 2007 Ford Escape, and 2004 Ford E-350 Ambulance did not sell
  in the latest auction and are available again with reduced minimum bids, due to Town
  Hall on 10/27.
- The crew working on the ESB has put in many long days and the building is looking fantastic. Many thanks to everyone involved as this project progresses.
- I spent considerable time this month in the office working on Department budgets, Capital Improvement planning, and Capital Equipment planning, all of which will be discussed in upcoming October meetings.

Respectfully Submitted, Ben Schram Public Works Director SEP 3 0 2020

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

# JOB DESCRIPTION

# TEMPORARY DRIVER and EQUIPMENT OPERATOR

<u>Immediate Supervisor:</u>
Classification:

Public Works Director Temporary

### I. DUTIES:

Perform daily or weekly assignments as directed by PWD or Roads Foreman.

### **II. QUALIFICATIONS:**

Experience with equipment or vehicle intended to operate upon hire.

Ability to perform heavy physical tasks under varying working conditions, including but not limited to early mornings, unpredictable weather, and operating or driving a 4-wheel drive pick-up truck with a snowplow in the dark.

Knowledge and experience in snow removal including but not limited to parking lots, Town roads, intersections, Town dock, Major Gilbert Field and associated property, and all other Town properties as directed.

Knowledge of basic vehicle and/or pick-up truck maintenance and operation.

Basic knowledge of gas and diesel engine maintenance.

Knowledge and experience in various road construction and maintenance methods and techniques.

Must demonstrate skill in understanding oral and written instructions and have the ability to communicate both orally, in writing, and by cellular phone.

Possession of valid Wisconsin Class D Driver's License. Commercial Drivers License is preferred but not required.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe

Temporary Driver and Equipment Operator Job Description March 10, 2004, September 8, 2009, January 22, 2019 Page 1 of 2 Pages

RECEIVED

OCT 8 2020

I have read and do understand the duties and responsibilities for Temporary Driver and Equipment Operator for the Town of La Pointe.	the	position	of
Employee Signature		Date	

retains and reserves any and/or all rights to change, modify, amend, add to or delete, from

any section of this document as it deems, in its judgment, to be proper.

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

# TOWN OF LA POINTE POSITION OPENING

# **Temporary Driver and Equipment Operator**

\$16 per hour 2 openings

### Must have:

- Valid Driver's License
- Clean driving record

Skills and Knowledge needed:
Vehicle/equipment operation experience in winter weather
Road maintenance knowledge

Please Submit Resume, cover letter & application to
Town Clerk
PO Box 270
La Pointe, WI 54850

### Applications due by October 26, 2020

Applications and Job Description available at the Town Hall and on the Town's Website <a href="www.townoflapointewi.gov">www.townoflapointewi.gov</a>

Or call/email the Town Hall at (715) 747-6913/ clerk@townoflapointewi.gov. Questions? Call Public Works Director Ben Schram (715) 747-6855.

The Town of LaPointe is an Equal Opportunity Employer

-, employer

OCI des

## (5) TB, Lisa, Band, Micaela, Ben, Public

TO: Town Board

FROM: Lisa Potswald

RE: 2019 Damage to Voyageur Lane Fence

DATE: October 8, 2020

Please see attached correspondence related to this matter. Mr. Floyd called me on 10/6; what he said to me is stated in the most current series of emails.

I spoke with Ben after speaking with Mr. Floyd. Ben estimated the project last year to be about \$1,000 for materials and about \$260 for 11 hours of staff time. Based on that discussion, both Ben and I recommend paying Mr. Floyd \$1,500 for the damage.

The Town cannot submit a claim to the insurance company because we changed insurance companies on January 1, 2020.

RECEIVED

OCT 8 2020

Initial: (18

From: To: Lisa Potswald Ben Schram Barb Nelson

Cc: Subject: Date:

RE: Floyd"s fence - Changed our mind Tuesday, October 6, 2020 12:58:00 PM

Attachments:

image001.png

Hi, Ben.

I just spoke with Joe Floyd on the phone. He would like some assistance from the Town to cover the cost of the fence. He said he worked to get Andrew to repair the fence, however he doesn't know how Andrew came up with the number of hours. He had no opinion whether the hours/rate was excessive or not. He did say that the vertical posts were sheared off by the plow in some places, and that they had never had problems before with the fence when Evan Sr was driving the plow truck. The fence has historical significance for his family.

His final statement was that he would appreciate the Town assisting in covering the cost of the repairs, however he "will not throw himself in the lake" if the Town does not.

My feeling is that we were responsible for the damage and that we should pay for some; however 100 hours seems very excessive. How do you think we should proceed??

Thanks, Lisa

From: Lisa Potswald

Sent: Thursday, October 1, 2020 2:46 PM

To: Ben Schram <foreman@townoflapointewi.gov>; Barb Nelson

<accounting@townoflapointewi.gov>

Subject: RE: Floyd's fence - Changed our mind

Hi,

Attached you will find a letter I'm sending to Joe along with documentation as to how this progressed. Hopefully he will agree that the bill is excessive and leave the Town out of it. I am sending a copy to Ava so I'm sure she will be in again.

Regards,

Lisa

From: Ben Schram < foreman@townoflapointewi.gov>

Sent: Thursday, October 1, 2020 1:45 PM

To: Lisa Potswald <administrator@townoflapointewi.gov>; Barb Nelson

<accounting@townoflapointewi.gov>

Subject: RE: Floyd's fence - Changed our mind

I am desperately trying to remember from April 2019, but I remember I spoke with Joe because we used to mow their lawn, and then Joe told Lisa not to worry about it because they were going to have it repaired anyway? After that, it was taken off the to-do list, and Joe has not been on the island all of this summer.

\$4,000? If there was a miscommunication with Joe/Ava, I don't know where that puts 'The Town' but I don't think we should pay \$4,000 because there was a ton of snow on Voyager Lane in 2019 and the windsled needed to get through. I'm not sure where to go on this one, but could send Joe an email asking for clarification

From: Lisa Potswald <administrator@townoflapointewi.gov>

Sent: Thursday, October 1, 2020 1:01 PM

**To:** Barb Nelson <accounting@townoflapointewi.gov> **Cc:** Ben Schram <parksupervisor@townoflapointewi.gov>

Subject: RE: Floyd's fence - Changed our mind

Hi, Barb.

This situation has been problematic – Ava says one thing, then Joe calls and says another. We will need to wait for Ben's response – I'm not sure who he last spoke to.

Regards, Lisa

From: Barb Nelson <accounting@townoflapointewi.gov>

Sent: Thursday, October 1, 2020 12:54 PM

To: Lisa Potswald <administrator@townoflapointewi.gov>

Subject: FW: Floyd's fence - Changed our mind

Hi Lisa,

This is the last correspondence I can find. I thought the Town had repaired the damages last year.

They want the Town to pay \$4,000?

Barb

From: Lisa Potswald <administrator@townoflapointewi.gov>

Sent: Friday, April 5, 2019 3:43 PM

To: Nick Montano < <a href="mailto:foreman@townoflapointewi.gov">foreman@townoflapointewi.gov</a> <a href="mailto:ccounting@townoflapointewi.gov">cc: Barb Nelson <a href="mailto:accounting@townoflapointewi.gov">accounting@townoflapointewi.gov</a>

Subject: RE: Floyd's fence - Changed our mind

### Lisa Potswald

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI 54850
administrator@townoflapointewi.gov
715.747.6914 office

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From: Nick Montano

Sent: Friday, April 05, 2019 3:43 PM

To: Lisa Potswald <administrator@townoflapointewi.gov>
Cc: Barb Nelson <accounting@townoflapointewi.gov>

Subject: RE: Floyd's fence - Changed our mind

Ok sounds good!

From: Lisa Potswald

Sent: Friday, April 5, 2019 3:38 PM

To: Nick Montano < <a href="mailto:foreman@townoflapointewi.gov">foreman@townoflapointewi.gov</a> <a href="mailto:cccup">cc: Barb Nelson <a href="mailto:accounting@townoflapointewi.gov">accounting@townoflapointewi.gov</a>

Subject: RE: Floyd's fence - Changed our mind

Hi, Ben.

I talked with Barb and we agree that you should just fix it with no claim to the insurance company.

I will do a short memo to the Town Board so they know we are handling the repair.

If you could let Ava know your plan, that would be great - thanks!!

Regards,

Lisa Potswald

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI 54850
administrator@townoflapointewi.gov
715.747.6914 office

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From: Nick Montano

Sent: Friday, April 05, 2019 3:30 PM

**To:** Lisa Potswald <a href="mailto:administrator@townoflapointewi.gov">
Cc: Barb Nelson <a href="mailto:accounting@townoflapointewi.gov">accounting@townoflapointewi.gov</a>

Subject: RE: Floyd's fence

Ok, I'll get it all figured out Monday and call Olson's first thing. It'll be a Steve/Kris project, I would estimate 3 hrs. painting by Steve, and 8 hrs. (4 Kris, 4 Steve) of installation time. If this is a big pain in the ass I'll do my best to make it \$900 instead. It only happened because they needed more width on Voyager lane to get the windsleds through.

From: Lisa Potswald

Sent: Friday, April 5, 2019 3:21 PM

**To:** Nick Montano < <a href="mailto:foreman@townoflapointewi.gov">foreman@townoflapointewi.gov</a> <a href="mailto:cc://cc:barb.Nelson">cc:</a> Barb Nelson < <a href="mailto:accounting@townoflapointewi.gov">accounting@townoflapointewi.gov</a> <a href="mailto:a

Subject: RE: Floyd's fence

Hi, Ben.

Please get me an estimate of the cost of materials with invoices. I will ask Barb to cost out the staff time – who will do the work?

Rural Mutual will HATE us!!

Lisa Potswald

Town Administrator Town of La Pointe PO Box 270
La Pointe, WI 54850
administrator@townoflapointewi.gov
715.747.6914 office

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From: Nick Montano

Sent: Friday, April 05, 2019 3:16 PM

To: Lisa Potswald <administrator@townoflapointewi.gov>

Subject: Floyd's fence

Unfortunately I do believe these repairs could exceed \$1,000 with materials (1x6 boards, paint, fasteners) and at least 10 hours of labor between painting, removal, and mounting the new pieces. These photos are the two worst areas. I will order the boards next Monday and we'll get it on the list. It was an old brittle fence but we'll fix it up.

The grader wing would have pushed snow into these spots anytime during the week of March 11<sup>th</sup>.

Thanks for doing the paperwork.

Town of LaPointe Public Works
Office: 715-747-6855

Cell: 715-209-0782

foreman@townoflapointewi.gov





### TOWN OF LA POINTE MADELINE ISLAND

P.O. Box 270

PHONE: 715-747-6914 FAX: 715-747-6654

LA POINTE, WISCONSIN 54850

administrator@townoflapointewi.gov www.townoflapointewi.gov

October 1, 2020

Mr. Joe Floyd 5312 S. Sweetwater PL Sioux Falls, SD 57108

Dear Mr. Floyd,

I have spoken to you previously about the fence on your Madeline Island property that was damaged in the winter of 2019. I have spoken at least two times to your daughter Ava about this matter as well. I tracked back through my notes, and the damage occurred to your fence because we had such an incredible amount of snow, and the Town had to push it back to get the windsleds through.

- 4/3/19 Ava Love came to my office to discuss this situation with me and asked the Town to repair the fence. (See enclosed Town Board memo of 4/5/19).
- 5/16/19 Ava came to my office and said you decided you would just repair and pay for the fence yourself, so the Town took it off the list of things to do. (See enclosed email of 5/16/19 to Ben Schram).
- 10/1/20 Today Ava brought the Town a bill for what she said is the Town's responsibility 1/3 of repair of the fence at a total of \$4,000 (100 hours of labor at \$40/hour; see enclosed bill).

I personally apologize for the confusion, but it was my understanding based on what Ava told me on 5/16/19 that this was no longer the Town's responsibility. It was my assumption that this matter was resolved.

I am very willing to discuss how to resolve this matter with you. However, in my and Ben Schram's opinion, the bill is quite excessive at \$4,000 hours for 1/3 of the total repairs to the fence.

I would appreciate a call from you to discuss this matter and hopefully come to some resolution. You can reach me at 715-747-6914 on weekdays between 8:00 a.m. and 4:00 p.m.

Sincerely.

Lisa Potswald

Town Administrator

Cc:

Ava Love

Ben Schram, Public Works Director

TO: Town Board

FROM: Lisa Potswald

RE: Joe Floyd's Fence

DATE: April 5, 2019

Joe Floyd's daughter reported to me on Wednesday 4/3/19 that the fence on her father's property abutting Voyageur Lane was broken by the Town's snow plow. It happened because more width was needed on Voyager lane to get the windsleds through to the Winter Transportation Building.

Ben will schedule Town staff to make the repairs this spring.

To: Ben Schram <parksupervisor@townoflapole about="" fence<="" forgot="" subject:="" tell="" th="" the="" to="" you=""><th>ntewl.gov&gt;</th><th></th><th></th></parksupervisor@townoflapole>	ntewl.gov>		
Hi, Ben.			
Joe Floyd's daughter was in yesterday and said to someone scheduled to come over after the 4th on however she said she didn't want to complicate	that her dad has decided of July to fix it. I told her things. I told her I didn	d he wants to fix the fence r if that is what happens to ft know if you had picked u	himself. They have just send us the bill, p the lumber yet.
Joe is here now. Sorry to add this to everything, should get done? She is here all the time, so it o	, but could you please st could wait until next wee	top and talk with them and ek,	figure out how this
Sorry I forgot to tell you			
Regards,			
Lisa Potswald			
Fown Administrator			
Fown of La Pointe			
PO Box 270			
a Pointe, WI 54850			
Office: 715-747-6914			

### Lisa Potswald

From:

Sent:

To:

ro: Subject:	RE: forgot to tell you about the fence	
Good - you can work	k it and let me know what is decided. Thanks!	
Sent from my Verizon,	Samsung Galaxy smartphone	
Cata E/16/10 4:28	cparksupervisor@townoffapointewi.gov> PM (GMT-06:00)	
To: Lisa Potswald <a forgot<="" re:="" subject:="" td=""><td>administrator@townoflapointewi.gov&gt; to tell you about the fence</td><td></td></a>	administrator@townoflapointewi.gov> to tell you about the fence	
This is actually a renote to order lumb	lief. I know Joe and will talk to him when I see him. We have no time er) but I'll check in and see what he wants to do.	to do this (I still have a post-it
Thanks		
Ben Schram		
Town of La Pointe	Park Supervisor	
Cell (715) 209 019		
parksupervisor@1	townoflapointewi.gov	
From: Lisa Potsw	/ald	

Lisa Potswald <administrator@townoflapointewi.gov>

Thursday, May 16, 2019 5:24 PM

Ben Schram

Sent: Thursday, May 16, 2019 11:30 AM



Description of work to be performed	Houses	Prica	Total Cost
Old Fonce Removal	12	4	480
Painting	34		1360
Post hole digging / Install	38	440/	1,520
Rill Install	16	/hr - 1	640
		1	
	Je	ob Total	4,000

Customer Approval	Date
Contractor Approval	Date

OMT-Tile guarantees the labor furnished will be of industry standard and quality. OMT-Tile shall not be liable for any incidental or consequential damages. Customer acknowledges that unforeseen changes and issues can occur after original bid/contract has been agreed upon and signed. Change orders, alterations or deviations from the above-described work may result in extra costs over and above the amounts in the bid. All large change orders after contract is agreed upon, over \$500, will be charged an additional \$150 and to be in writing. OMT-Tile shall not be liable or responsible for any delays caused by accidents, fire or other casualty, war, acts of God, weather, labor disputes, breakdown, or damage to equipment, unavailability of materials or other factors/causes not within OMT-Tile's control.

5) TB, Mirosla, Lion, Ban Tod, Public

### **Barb Nelson**

From:

Ted Pallas < to the control of the c

Sent:

Wednesday, September 23, 2020 10:21 AM

To:

**Barb Nelson** 

Subject:

Retirement

Hi, Could you please get this to the Town Board and whoever else,

I spoke with Ben and informed him that I have no intention of working for the Town past the end of March 2021. It may work out to be sooner. I have been with the town for over 21 years. It is time to move on. Thanks ever so much Ted Pallas Supervisor M.R.F.

(5) TB, Lisa, Barb, 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 Northwest Regional Planning Commission. (the "Contractor").

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:

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

Remove household hazardous wastes, including but not limited to paints, oils, aerosols, batteries, solvents, and cleaners, from the MRF located on Madeline Island. The planned cleanup of the facility is scheduled for Thursday, October 29, 2020. Ferry expenses are included in the estimated cost.

Such services will be provided at:

The Materials Recovery Facility (MRF), 412 Big Bay Road, La Pointe, WI

Payment. In exchange for the Contractor providing the Town with the services described herein, 2. the Town will pay the Contractor the sum of up to \$\\$21,000.00

Nothing down, balance in full upon completion of contract. Price is based on estimate.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ \$25,000.00

- Dates of Service. The services provided for herein shall be provided on October 29, 2020. 3.
- Reimbursement for Expenses. The Contractor shall bear most of the costs and expenses under 4. the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract: Not Applicable.
- Specifications. The specifications for the services to be provided by the Contractor to the Town 5. are set forth in the annexed Exhibit A which are incorporated herein by reference as a part of this Contract.

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- 6. Workmanlike Manner. The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.
- 7. Warranty. The Contractor warrants that:
  - a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
  - Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
  - c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.
- 8. Compliance with Regulations. Within five (5) business days after this contract has been signed by the Contractor, the Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract.
- 9. Assumption of Liability. Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

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

- 10. Hold Harmless. The Contractor covenants that it will protect, defend, indemnify and hold the Town harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.
- 11. Relationship Between Town and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:
  - a) Maintain its business separate and apart from the Town.

- b) Hold a Federal Employer Identification Number for its business or else file a selfemployment income tax return with the IRS reflecting its status.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.
- 12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:
  - a) Worker's compensation insurance of at least \$500,000 each accident.
  - b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
  - c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
  - d) The Town must be listed as additional insured.
- 13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.
- 14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.
- 15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.
- 16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.
- 17. Binding Contract. Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

personally or by registered or certified mail address	sed as follows:
To the Town:	the Contractor:
Administrator Town of La Pointe PO Box 270 La Pointe, Wi. 54850 administrator@townoflapointewi.gov	Sheldon Johnson, Executive Director Northwest Regional Planning Commission 1400 S. River Street Spooner, WI 54801 sjohnson@nwrpc.com
IN WITNESS WHEREOF, the undersigned have exec 20	uted this agreement this day of
The Town of La Pointe (the Town)	Full Legal Name of Contractor (the Contractor)
Signature: Printed Name:	Signature: Suldnul Bohnson.  Printed Name: Sheldon L Johnson.
Title	Title: Executive Director

Notice. Any notice to either party under this contract shall be in writing and be served either

18.

Title:

### **EXHIBIT A**

From: Sheldon Johnson < siohnson@nwrpc.com>

Sent: Tuesday, October 6, 2020 8:38 AM

To: Lisa Potswald <a href="mailto:administrator@townoflapointewi.gov">administrator@townoflapointewi.gov</a>

Subject: La Pointe MRF/Recycling cleanup

Lisa,

As proposed, Northwest Regional Planning Commission and WRR will provide assistance to the Town of La Pointe to remove household hazardous wastes, including but not limited to paints, oils, aerosols, batteries, solvents, and cleaners, from the MRF located on Madeline Island. The planned cleanup of the facility would be Thursday, October 29. Based on a recent field trip by NWRPC staff member Warren Johnson, it is estimated the costs will range between \$19,000 and \$21,000. This is only an estimate and costs could be lower or higher. In addition to the NWRPC and WRR team assisting in the site cleanup, we request the assistance from your public works department staff who work at the facility to help in the cleanup day. Due to time constraints, it is important that your department staff prepare the site as much as possible by congregating materials close to a location accessible to a door where the semi may load and staff working have free movement throughout the building.

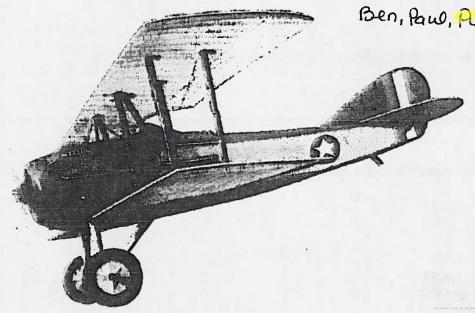
NWRPC will coordinate with WRR and the Madeline Island Ferry Line regarding transport of the semi to/from the Island.

Please respond to this email confirming your acceptance of NWRPC and WRR providing assistance in collecting and removing as much of the household hazardous wastes as possible and the costs associated with the event on Thursday, October 29.

Thank you and we look forward to assisting the Town of La Pointel

Sheldon Johnson
Executive Director
Northwest Regional Planning Commission
1400 S. River Street, Spooner WI 54801
715-635-2197
siohnson@nwrpc.com

(5)TB, Lisa, Barb, Miraela, Ben, Paw, Public



### Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 10/07/2020

Re: Monthly report for September 2020

During the month of September our airport was issue free !

Attached are logs / checklists

Thanks !

Paul +

RECEIVED

OCT 8 2020

Initial - 8

### September 2020 Traffic count and revenue log/checklist

### Drop box receipts \$ 138.00

### The following filed flight plans:

- 9/01 N291MT
- 9/01 N100JG
- 9/02 N30TP
- 9/02 N37FB
- 9/02 N3468A
- 9/03 N104FM
- 9/04 N30TP
- 9/04 N192AF
- 9/04 N200NW
- 9/04 N34467
- 9/05 N2899N
- 9/05 N206JL
- 9/05 N733LS
- 9/05 N2493X
- 9/05 N9774B
- 9/05 N94714
- 9/05 N759UH
- 9/07 CAP4830
- 9/08 N1966L
- 9/08 N30TP
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- 9/19 N8614P
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9/19 N3470N

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9/23 N802CD

9/20 N8347W

9/25 N192AF

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See attached sign in sheets for additional traffic counts



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### Town of La Pointe Cemetery Ordinance Chapter 220 -CHANGES AS OF 10/8/20

### **SECTION I - TITLE AND PURPOSE**

The title of this Ordinance is the "Town of La Pointe Cemetery Ordinance." The purpose of this Ordinance is to regulate the construction, management, operation, and platting of cemeteries, the burial of human corpses, and other cemetery uses and activities in the Town.

### **SECTION II - AUTHORITY**

The Town Board of the Town of La Pointe has the specific authority under s. 157.50 (2), Wis. Stats., and general authority under its village powers under s. 60.22, Wis. stats., to adopt this ordinance.

### SECTION III - ADOPTION OF ORDINANCE

This ordinance, adopted by a majority of the Town Board on a roll call vote with a quorum present and voting and proper notice having been given, provides for the regulation of the construction, management, operation, and platting of cemeteries and the burial of human corpses and other cemetery uses and activities in the Town, including cemeteries that are not owned, operated, or controlled directly by the Town. If any part of the ordinance is found to be invalid or unconstitutional, the remaining sections will still be applied to the maximum extent practicable.

### **SECTION IV - DEFINITIONS**

Terms not defined below will be given their plain and ordinary meaning according to a dictionary definition.

### In this ordinance:

- A. "Burial" means entombment, inurnment, or interment and "bury" means to entomb, inurn, or inter.
- B. "Cemetery" means any location for burial of human remains in the Town.
- C. "Cremains" means the ashes of a cremated human body.
- D. "Greenwood Cemetery" means the Town-owned cemetery located on Middle Road in La Pointe, WI.
- E. "Human remains" means the body of a deceased individual that is in any stage of decomposition or has been cremated.

1 - Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

- F. "Lot" means a single grave lot platted in accordance with Section VII, whether or not occupied by a grave.
- G. "Outer burial container" means any container that is placed or intended to be placed into the burial excavation of a grave and into which a casket is placed or intended to be placed at the time of burial.
- H. "Owner" means a person named in the records of the cemetery authority who has an ownership interest in a cemetery lot and a right to bury human remains in the cemetery lot.
- I. "Revetment" means a retaining wall or facing of masonry or other material around a cemetery plot or grave.
- J. "Sexton" means one or more Town employees or independent contractors employed, retained or assigned by the Town Board to administer, repair, maintain, manage, and operate a Town cemetery or any part of the operations of a Town cemetery consistent with this ordinance. In the event no person is specifically designated as "Sexton" by the Town Board, "Sexton" means any person or committee designated to act administratively and to manage, operate, maintain, and provide care for the Town cemetery or any part of the operations or of any Town cemetery pursuant to this ordinance.
- K. "Town" means the Town of La Pointe, Ashland County, Wisconsin.
- L. "Town Board" means the board of supervisors for the Town of La Pointe, Ashland County, Wisconsin, and includes designees of the board authorized to act for the board.
- M. "Town cemetery" means a municipal cemetery owned, operated, and maintained by the Town of La Pointe, Ashland County, Wisconsin, under s. 157.50, Wis. stats., that is located within the Town.
- N. "Town Chair" means the chairperson of the Town of La Pointe, Ashland County, Wisconsin.
- O. "Office of the Town Clerk" means the clerk of the Town of La Pointe, Ashland County, Wisconsin.
- P. "Town treasurer" means the treasurer of the Town of La Pointe, Ashland County, Wisconsin.
- Q. "Wis. stats." means the Wisconsin Statutes, including successor provisions to cited statutes.

### SECTION V - SUBDIVISION AND NUMBERING OF THIS ORDINANCE

This ordinance is divided into sections designated by uppercase Roman numerals. Sections may be divided into subsections designated by uppercase letters. Subsections may be divided into

paragraphs designated by numbers. Paragraphs may be divided into subdivisions designated by lowercase letters. Subdivisions may be divided into subdivision paragraphs designated by lowercase Roman numerals. Reference to a "section," "subsection," "paragraph," or "subdivision" includes all divisions of the referenced section, subsection, paragraph, or subdivision.

### **SECTION VI - STATEMENT OF POLICY**

Every Town cemetery is owned, operated, directly controlled, and maintained by the Town for the benefit of all citizens. Persons of all denominations of all religions, sexes, creeds, races and national origins, shall be allowed to be buried in a Town cemetery. This ordinance, adopted pursuant to s. 157.50 (2), Wis. stats., governs the construction, management, administration, platting, maintenance, and operation of any Town cemetery and of any new cemetery or expanded cemetery of any other type in the Town, including cemeteries operated by associations, religious orders and societies, and privately owned, controlled, operated, and maintained cemeteries.

# SECTION VII - NEW BURIALS, CEMETERIES, AND CEMETERY LOTS AND NEW OR EXPANDED CEMETERY OPERATIONS

- A. Platting. Before any new block of any existing Town cemetery or any other new or expanded cemetery in the Town is opened for the sale of cemetery lots for burial of human remains after the effective date of this ordinance, the Sexton for a Town cemetery and any person or agent for any other cemetery in the Town that is subject to s. 157.065, Wis. stats., shall cause the blocks and lots to be platted and recorded in the Office of the Register of Deeds for Ashland County, Wisconsin, in accordance with s. 157.065, Wis. stats.
- B. Single grave section. The Sexton shall designate, for any Town cemetery, certain lots as a single grave section, and the lots within each grave section shall be platted and sold as single-grave lots. Unused portions of grave sections repossessed under chapter 157, Wis. stats., for nonpayment of assessments for care shall likewise be designated and sold as single-grave lots.
- C. Purchase of new lands. The Town Board or Sexton shall not purchase any land for cemetery purposes without approval of the electors of the Town at a regular or special Town meeting.
- D. New or expanded cemeteries.
  - 1. No person or authorized agent of any cemetery may conduct any burial, or construct, manage, plat, or operate any new or expanded cemetery of any type in the Town, after the date of adoption of this ordinance, without meeting all requirement described in the Town of La Pointe and Ashland County Zoning Ordinances. Any new or expanded cemetery to be approved by the Town Board shall be, at minimum, properly platted and filed with the Office of the Town Clerk and recorded in the Office of the Register of Deeds for Ashland County, Wisconsin. No cemetery shall be located, established, or dedicated contrary to s. 157.065 or 157.128, Wis. stats. No cemetery shall be located, established, or dedicated in violation of a Town, county, or other zoning ordinance.

<sup>3 -</sup> Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

2. After the date of adoption of this ordinance, any place in the Town where human remains (not including cremains) are buried on private or public land without written permit approval of the Town Board and not timely removed within 14 days after receipt of written notice from the Town Board to remove said remains is declared to be a public nuisance. This paragraph does not apply to any established cemetery or burial site grounds approved, owned, and operated in accordance with chapter 157, Wis. stats., and this ordinance.

### SECTION VIII - PURCHASE OF LOTS IN TOWN CEMETERY

A. Price of lots. The Town Board shall from time to time by resolution fix a price on all lots to be sold for burials in any Town cemetery as published in the Town's Fee Schedule.

### B. Sales of lots.

- 1. Persons, or their authorized agents, desiring to purchase a lot in any Town cemetery for burial are referred to the Town Board, Office of the Town Clerk, or Sexton. The Town Board, Office of the Town Clerk, or Sexton shall have available suitable plats showing size and price of lots, and any other information that may be required, and render assistance to those desiring to make lot purchases. The Town Board, Office of the Town Clerk, or Sexton shall issue a lot order for a selected lot to the prospective purchaser, or his or her agent, who shall present the order at the Office of the Town Clerk. Upon receipt of proper payment to the Town treasurer, the Town Chair and Office of the Town Clerk shall issue a cemetery lot deed to the lot in the form prescribed by the Town attorney. The original deed from the Town and the records of the cemetery kept by the Office of the Town Clerk or other designee of the Town Board are the only evidence of title to any lot. The deed shall be signed by the Office of the Town Clerk and Town Chair or other persons so designated by the Town Board and sealed and acknowledged.
- 2. Persons conveying any cemetery lot in any Town cemetery shall comply with s. 157.08, Wis. stats., and this ordinance.
- 3. The Town will not hold in escrow any prepayments for burial services.

### SECTION IX - OWNERSHIP RIGHTS OF BURIAL IN TOWN CEMETERY

### A. Ownership conditions.

- 1. The owner of a Town cemetery lot, or his or her authorized agent, shall have the right to use a lot or portion of a lot for burial purposes only in accordance with the terms of this ordinance or any Town cemetery bylaws and regulations.
- Upon full payment by any person of the purchase price of a Town cemetery lot, the Office
  of the Town Clerk and Town Chair shall issue a cemetery lot deed, under seal, as provided
  in Section VIII, subsection B., and a copy of the deed shall be filed in the records of the

Town as evidence of ownership of the lot. Lots for which lot deeds have been issued by the Town may not be subdivided except by consent in writing of the Town Board.

### B. Burial.

- 1. In this subsection, "relative" means a parent, grandparent, child, grandchild, brother, sister, parent-in-law, grandparent-in-law, brother-in-law or sister-in-law, uncle or aunt, and nephew or niece, first cousins, and second cousins.
- 2. Any lot owner at any Town cemetery acquires the lot solely for the purpose of burial of the owner at the time of the owner's death, and if the lot is owned jointly by spouses, either spouse is entitled to burial at that lot. The lot owner may grant written permission, which must be notarized and filed with the Office of the Town Clerk, for the burial of specific persons other than the owner and the owner's spouse. If more than one person has an ownership interest in the lot, the written consent of all persons having an ownership interest in the lot is required to permit the burial of a person other than an owner or owner's spouse.
- 3. Unless otherwise directed in a writing filed with the Office of the Town Clerk by the lot owner under paragraph 2, the Sexton shall permit the burial of persons at any Town cemetery lot at the request of any interested person upon proof of eligibility for burial at the cemetery lot as follows:
  - a. The lot owner, and surviving spouse of the lot owner, have the first right to burial or to direct the right of burial.
  - b. When there is no surviving spouse, the devisees or heirs of the owner may, by agreement in writing of all the heirs or devisees, determine who shall have the right of burial or direction for burial, which agreement shall be filed with the Office of the Town Clerk.
  - c. If no agreement under subdivision b. is filed, the Sexton may determine use, giving preference to relatives in the order listed in paragraph 1.
- C. Ownership rights. All burial rights in the cemetery lots located at any Town cemetery and purchased from the Town shall occupy the same position as real estate at the death of the owner. Only persons whose names appear on the cemetery records of the Town will be recognized as owners or part owners of lots. Lot owners may not allow burials to be made in their lots for any remuneration or financial consideration. In case of the death of a lot owner, when the cemetery lot is disposed of by a will, and when ownership is to be determined, a certified copy of the will or final judgment in the decedent's estate must be delivered to the Office of the Town Clerk before the Town will recognize the change of ownership. If the deceased lot owner left no will, satisfactory proof of descent must be provided. It is recommended that lot owners, in making their wills, include a provision covering the Town

<sup>5 -</sup> Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

spouse; 2) a surviving child, or 3) a surviving grandchild. If none exist, the lot may be conveyed back to the cemetery authority.

- D. Resale. Lot owners may not resell or transfer lots or parts of lots in any Town cemetery except as follows:
  - 1. Reconveyance of lots or parts of lots may be made by quit claim deed, executed by the owner of the lot(s), only upon written request filed with and approved witnessed by the Office of the Town Clerk or Sexton. The quit claim deed request shall be executed by the owner of the lots, or, if the owner is deceased, by the legal heirs. The request shall state the lot, and block and grave number and include the original deed if possible. Upon approval by the Office of the Town Clerk, the owner of the lot Town shall execute a deed in the same form as an original deed from the Town under Section VIII, subsection B.
  - 2. The Office of the Town Clerk shall enter in the record kept for that purpose copies of all deeds of transfer and reconveyance of cemetery lots. Copies of quit claim deeds initiated by lot owners must be on file with the Town.
  - 3. The fee shall be deposited into the Town's general municipal fund.

### E. Reburial.

- 1. In this subsection, "reburial" means to disentomb, dis-inurn, or disinter human remains that are buried in a cemetery and re-entomb, re-inurn, or reinter the human remains in another grave, mausoleum space, or other place used or intended to be used for the burial of human remains that is located in the same cemetery.
- 2. Any reburial of any person buried in a Town cemetery, or in any other cemetery in the Town, shall comply with the provisions of s. 157.112, Wis. stats. Any person seeking reburial shall seek approval from the appropriate cemetery authority. A county authorization for disinterment and re-interment shall be required prior to any reburial under s. 69.18 (4), Wis. stats.

### SECTION X - CARE OF LOTS AT THE TOWN CEMETERY

- A. Costs of care fixed. The Town Board shall annually fix, as required under s. 157.11 (5), Wis. stats., a sum necessary for the proper and decent care of graves and unoccupied cemetery lots and improvement of any Town cemetery to be paid from the following sources as determined by the Town Board:
  - 1. Payments from Ashland County to the Town for veteran's graves under subsection F and s. 45.84, Wis. stats.
- 6 Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

- 2. A tax levied by the Town Board.
- B. General improvements. The Town Board shall direct and administer all improvements and maintenance within the cemetery before and after any burials. The Town Board shall be responsible for determining proper and decent care of the cemetery. All graves shall be sodded and mowed, when determined necessary by the Sexton. The grade of the cemetery lots shall be determined by the Sexton. The corners of all cemetery lots shall, when purchased, if possible, be permanently marked by the Sexton. Resodding of existing graves or following disinterment will be done when determined necessary by the Sexton.

### C. Veterans graves.

- 1. Pursuant to s. 45.85, Wis. stats., the Town Board shall at all times see that the graves and tombstones of all veterans, including women's auxiliary organizations created by act of Congress, who shall at any time have served in any branch of the armed forces of the United States, and of the spouses or surviving spouses of all those veterans, receive proper and decent care, and may employ all necessary assistance to carry out this section.
- 2. Pursuant to s. 45.85 (1), Wis. stats., the expense of the care of the graves and tombstones shall be borne by the county where the graves are located, except where suitable care is otherwise provided and the amount of expense charged the county for the care may not exceed the charge made for the care of other graves in the same cemetery. The Town Board shall report to the Ashland County clerk, on or before September 1 of each year, the locations of the graves cared for by the Town Board under s. 45.85, Wis. stats., together with the names of the deceased and the amount claimed for care of the graves for the fiscal year from the previous July 1 to June 30.

### SECTION XI - PRIVILEGES AND RESTRICTIONS IN TOWN CEMETERIES

- A. Bylaws and regulations. The Town Board may adopt bylaws and regulations for the management and care of any Town cemetery and may enforce those bylaws and regulations under s. 157.11 (2), Wis. stats. The Town Board may require any person owning or controlling a cemetery lot to do anything necessary to comply with the bylaws or regulations by giving reasonable personal notice in writing if the person is a resident of the state, otherwise by publishing a class 3 notice, under chapter 985, Wis. stats., in the county. If the person fails to comply within 20 days thereafter, the Town Board may cause the action required to be done and recover the expense from the person required to take the action. The Town Board may also impose a forfeiture not exceeding \$10 for violation of the bylaws or regulations posted in 3 conspicuous places in the cemetery, recoverable under chapter 778, Wis. stats.
- B. Mounds prohibited. No person may raise the level of the earth over any grave in a Town cemetery above the general level of the cemetery lot.

<sup>7 -</sup> Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

- C. Limitations on structures. No structures, hedges, trees, fences, railings, embankments, revetments, depressions, or other enclosures of any kind are permitted to be installed on or around lots in any Town cemetery. Wooden boxes, wire containers, glass jars, bottles, toys, cans, memorials, memorabilia, personal items, and other similar objects placed on lots may be removed by the Sexton without oral or written notice at the Sexton's discretion. The Sexton may deny requests to install, decorate or leave objects determined in the Sexton's judgement to be unreasonable and/or inappropriate. Urns existing in Town cemeteries shall be removed by the Town or the Sexton as they become unsightly or deteriorated and shall not be replaced.
- D. Landscaping. All landscaping, mowing, and general care of lots, with the exception of flowers, and other work, construction or maintenance in the Town cemetery shall be performed by the Town by its officers, employees, independent contractors, or agents, including any Sexton, and lot owners.
- E. Access to lots; opening and closing of burial places. The Town reserves the right for its officers, employees, contractors, and agents, including the Sexton and the Town Board, necessary to the performance of normal Town cemetery operations to enter upon or cross over any lot in any Town cemetery in the performance of any duties or work necessary under this ordinance. The Town Board, by its officers, employees, contractors, and agents, including the Sexton, has the sole right to the opening and closing of burial places used or to be used for burial of human remains in the Town cemetery, unless so ordered by a court of record to open or close such places.
- F. No assumption of liability for damages. The Town, and its officers, employees, contractors, and agents, including the Sexton and the Town Board, assume no liability for damages to property or person, or for physical or mental suffering arising out of the performance of its normal operations related to the construction, management, operation, maintenance, care, and platting of any Town cemetery, including care of the cemetery, any lot, and the graves, or for loss by vandalism or other acts beyond its reasonable control at a Town cemetery.
- G. Altering physical conditions. The Town Board reserves the right to alter, change, or close alleys, roadways, walkways, water mains, and other physical public properties at any Town cemetery.
- H. Enforcement of regulations and ordinance. The Town Board may appoint, with citation issuance and service powers, any employee or agent of the Town, including the Sexton, to administer and enforce its Town cemetery bylaws and regulations and this ordinance.

### SECTION XII - RULES FOR VISITORS TO TOWN CEMETERIES

- A. Dogs and other animals. No animals other than service animals are permitted in any Town cemetery unless confined in a vehicle or with permission from the Sexton. Owners must clean up after their animal.
- 8 Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

### B. Visitors.

- 1. Visitors to Town cemeteries are required to use existing walkways and roadways whenever possible.
- 2. Except as provided in Section XVI, no person in any Town cemetery may do any of the following:
  - a. Pick or cut any flowers, either wild or cultivated.
  - b. Injure any shrub, tree, or plant.
  - c. Mar or deface any monument, stone, or structure.
- 3. No person, except the owner of the cemetery lot, a person with the cemetery lot owner's consent, or a person with the consent of the Sexton who is engaged in official cemetery management and care duties for the Town, may do any of the following in a Town cemetery:
  - a. Remove any cemetery markers, headstones, monuments, fences, or structures.
  - b. Remove any vases, flower pots, urns, or other objects that have been placed on any cemetery lot.
  - c. Move or remove any cemetery equipment.
  - d. Remove any Town cemetery property not included in subdivisions a. to c.

### 4. Recreational Activities.

- a. In this paragraph, "recreational activity" means any activity undertaken for the purpose of exercise, relaxation, or pleasure, including practice or instruction in any such activity. "Recreational activity" includes hunting, trapping, camping, bowling, billiards, nature study, dancing, horseback riding, horseshoe pitching, birdwatching, motorcycling, operating an all-terrain vehicle, ballooning, curling, throwing darts, hang gliding, hiking, tobogganing, sledding, sleigh riding, snowmobiling, skiing, skating, weight and fitness training, sightseeing, cutting or removing wood, animal training, harvesting the products of nature, sport shooting, and any other sport, game, or educational activity.
- b. No person may loiter, cause a public nuisance, or engage in any sport or other recreational activity on any Town cemetery property without the written consent of the Town Board and Sexton.
- C. Cemetery Chapel. The chapel was built to be used for funeral services and a place of contemplation. The conditions of this ordinance apply to the chapel and its use.
- D. Vehicles.

- Motor vehicles traveling within any Town cemetery may not exceed 5 miles per hour. No
  motor vehicle, except authorized maintenance vehicles for the Town, shall be driven except
  on roadways designated for that purpose, nor shall any motor vehicles be driven in a
  reckless manner in the cemetery. No motor vehicle shall use the cemetery road as a shortcut or pass-through.
- 2. No person may ride, operate, or make use of any of the following vehicles in any cemetery except on roadways designed for motor vehicles:
  - a. Mopeds.
  - b. Motor bicycles.
  - c. Motorcycles.
  - d. Bicycles.
- 3. No person may ride, operate, or make use of any of the following vehicles in any cemetery unless the vehicles are present in conjunction with the Town cemetery business or are authorized by the Sexton:
  - a. Snowmobiles.
  - b. Go-carts.
  - c. All-terrain vehicles (ATV).
  - d. Utility task vehicles (UTV) and side by sides.
  - e. Play vehicles and other amusement vehicles, including any coaster, skateboard, roller skates, sled, toboggan, unicycle, or toy vehicle upon which a person may ride.
- 4. No person, without the written consent of the Town Board, or the Sexton, may park or abandon any motor vehicle in any Town cemetery on any grassy or seeded area or upon any other location except a designated parking area; nor shall any person park or abandon a motor vehicle on any Town cemetery property for any purpose except engaging in official cemetery business. Any motor vehicle parked more than 24 hours, without written consent of the Sexton, shall be declared abandoned by the Town Board and may be towed or removed, or caused to be towed or removed, by the Sexton.
- E. Protection of cemetery property. No person without written consent of the Sexton may do any of the following:
  - 1. Trap, hunt, kill, injure, or disturb, or attempt to trap, hunt, kill, injure, or disturb any animal, bird, or waterfowl, wild or domestic.
  - 2. Climb any tree.
  - 3. Break, cut down, trample upon, remove, or in any manner injure, deface, write upon, or damage any tree, shrub, flower, flower bed, turf, grassy area, soil, building, structure,
- 10 Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

equipment, official notice, sign, or other property within any Town cemetery, except as otherwise provided in this ordinance.

- F. Littering, soliciting, and advertising prohibited. No person may litter, dump, or deposit any rubbish, refuse, earth, or other material, including any placement of advertising, in any Town cemetery without the written consent of the Sexton.
- G. Authorized notices. No person may post, paste, fasten, paint, or attach any placard, bill, notice, sign, or advertising matter upon any structure, tree, or other natural object in any Town cemetery, except with the written consent, or at the direction, of the Sexton. No person shall remove, deface, or damage in any manner any sign or notice posted in any Town cemetery by or at the direction of the Sexton unless approved by the Sexton.
- H. Working in cemetery. All contractors or other persons having work in the Town cemetery shall notify the Town Clerk, Public Works Director or the Sexton prior to commencement of the work. All contractors or others doing work in the Town cemetery are responsible for the cost for any damages or losses resulting from the work and shall promptly, upon determination of the amount of damages or loss by the Town Board, pay that sum to the Town Board.

### SECTION XIII - TOWN CEMETERY BURIALS

- A. Daylight burials. Burials at any Town cemetery shall be made only during daylight hours, unless with written approval of the Sexton.
- B. Outer containers/vaults. All burials and reinterments other than cremains, at any Town cemetery, shall be made in a permanent outer burial container not constructed of wood, such as concrete.
- C. A lot size is seventeen (17) feet by seventeen (17) feet with eight (8) grave spaces.
- D. Grave size. A grave space for caskets only in the Greenwood Cemetery must be at least five (5) feet deep, and must not exceed fifty-one (51) inches wide and one hundred and two (102) inches long.
- E. Grave digging. All graves at a Town cemetery and any other cemetery in the Town to be used for burials shall be opened and dug at no cost or expense to the Town but shall be under the direction of the Sexton if a written agreement is in place with the cemetery owner/board. The minimum depth of graves shall be established by the Town Board from time to time and all graves shall be dug in strict conformity with the Town Board policy then in effect. The Sexton shall charge the full cost for any grave digging and opening service provided by the Town at any Town cemetery, including the fees for the Sexton or other designee of the Town Board, for staking the plot, if the Town Board has authorized the Town or its officers, employees, contractors, or agents, including the Sexton or other designees, to provide grave staking, grave openings, or digging services. The Sexton may also establish charges for winter burials that

may include snowplowing and seasonal additional access costs to the lot owner incurred by the Town to provide for burial or disinterment services. Arrangements for any disinterment or burial services, including payments due to the Town, shall be made with the Office of the Town Clerk, the Sexton, or other person designated by the Town Board at least 48 hours in advance of the service. The time for any disinterment or burial service shall be arranged so that the grave shall be properly filled and all surplus earth removed before 4:30 p.m. on the day of the disinterment or burial service, unless that requirement is specifically waived in writing by the Office of the Town Clerk or the Sexton.

- F. Application for Burial. No burial in the Town cemetery shall be permitted until a completed Application for Burial and associated fees have been received by the Town of La Pointe.
- G. Maintenance of flowers, wreaths, and other personal items at burial sites. There shall be no responsibility on the part of the Town, its officers, employees, contractors, or agents, including the Sexton or other designees of the Town Board, for the protection and maintenance of flowers, wreaths, plants, emblems, urns, family or personal items, memorials, or similar items used or placed at any Town cemetery in conjunction with funerals or burials, including disinterments, or memorial events.
- H. Number of graves per lot. No lot at any Town cemetery may be used for the burial of more than one body except in the following circumstances:
  - 1. Up to four (4) remains from cremation shall be allowed in one lot with one (1) headstone/monument or four (4) flat markers to be placed only in line with other stones.
  - 2. Parent/guardian and child may use the same container.
  - 3. One full body and one remains from cremation shall be allowed in one lot, with one headstone or two flat markers to be placed only in line with other stones.
  - 4. One (1) infant can be buried in one grave space.
  - 5. All cremation remains shall be placed in a permanent outer burial container.
- 1. Seasonal burial; duty to bury. The Sexton shall provide for cemetery services and burials at any Town cemetery during each season, including winter, whenever practicable, in compliance with s. 157.114, Wis. stats. However, the Town has no duty to bury, remove any human remains, or allow the burial or removal of any human remains, unless those requesting burial or disinterment are or will be in full compliance with this ordinance, state law, and any bylaws and regulation established by the Town Board. The Town Board may, at its discretion, charge additional costs to the person requesting burial in order to provide safe and timely access to and from the grave or burial site during burial services.

### SECTION XIV - TOWN CEMETERY MONUMENTS AND MARKERS

### A. Setting grave markers.

- 1. Grave markers, monuments, and foundations at any Town cemetery may be set only after the person desiring to set the marker, monument, or foundation obtains permission from the Sexton. Grave markers, monuments, and foundations at any Town cemetery may be set by monument company employees or agents or other persons authorized by the lot owners, but not the Sexton.
- 2. The setting of grave markers, monuments, and foundations, and the transportation of all tools and related materials, within any Town cemetery is subject to the supervision and control of the Sexton. Unless special arrangements are made in writing with Sexton, such work shall be conducted between the hours of 8:00 a.m. and 4:00 p.m., Mondays through Fridays, except national holidays. Truck operation is not permitted within any Town cemetery when, in the opinion of the Sexton, the truck operation may cause damage to the driveways or other Town cemetery property. Except with permission of the Sexton, all work in the setting of grave markers, monuments, and foundations shall be completed promptly and debris removed immediately.
- B. Limitations. All of the following apply to monuments and markers in Town cemeteries:
  - 1. The size of any monument or stonework must be provided to the Sexton and approved before any work related to any monument, marker, or foundation will be permitted on a lot in a Town cemetery.
  - 2. No foundation marker or monument may be larger than the width of the lot or group of lots purchased. All monuments and foundations must be set in line with other monuments so far as possible as directed by the Sexton. Government service monuments or markers shall be surface mounted or attached to the monument or marker. No monument or marker may be more than 3 feet in height.
  - 3. Temporary markers shall be removed or replaced with a permanent marker.
  - 4. A preneed marker may be placed on a lot or group of lots before burial.
- C. Removal of monuments. A marker or monument, once placed at a Town cemetery on its foundation, may not be removed, except by prior notification to the Sexton.
- D. Payment. Any lot at a Town cemetery must be paid in full to the Town treasurer before markers, monuments, and foundation are set and before any cemetery deed conveyance. All outstanding charges due the Town must be paid prior to burial.

### SECTION XV - TOWN CEMETERY VAULTS AND MAUSOLEUMS

Construction of vaults, mausoleums and chapels in any Town cemetery is prohibited unless approved in writing by the Town Board.

### SECTION XVI - TREES, SHRUBS, AND FLOWERS AT TOWN CEMETERY

- A. Tree and shrub planting. The planting at any Town cemetery of trees and shrubs on newly purchased lots or parts of lots is prohibited.
- B. Large tree removal. Lot owners may, with the written consent of the Sexton, remove large trees on or adjacent to cemetery lots in any Town cemetery that hinder the full usage of the lot. The expense of the tree and stump removal shall be paid for by the lot owners.
- C. Fresh flowers and flags. All flower baskets at grave or lot sites at a Town cemetery shall be removed by October 15 of each year. Fresh cut flowers may be used in any Town cemetery at any time. Containers for cut flowers are to be of a type that is level with the ground surface and not holding water when not in use; or of the type to be disposed of when flowers are removed.
- D. Potted plants. Potted plants at any Town cemetery may be set on lots without disturbing the sod. If a potted plant is not removed by October 15, the potted plant may be picked up removed by the Sexton or removed and preserved for planting within the Town cemetery.
- E. Artificial flower decorations; baskets. Artificial flower decorations will be treated as potted plants (see D above). Unfilled or unsightly baskets will be removed from the lot by the Sexton.
- F. Flower beds. Individual flower beds or growing plants other than trees or shrubs are permitted at any Town cemetery but must be of a reasonable size not to exceed the dimension of the plot as determined by the Sexton. In case of doubt, the Sexton should be consulted. Flower beds or growing plants that are not maintained, become unsightly or undesirable, or are not of a reasonable size as determined by the Sexton will be removed by the Sexton.
- G. Plant or flower removal. Plants or flowers planted in a Town cemetery may not be taken up or removed by any person, nor cuttings removed therefrom, without written consent from the Sexton, except that plants in flower beds and growing plants authorized under subsection F may be removed or cut by the person who planted the flower bed or growing plant.
- H. Wreath, and memorial removals. No real or artificial wreaths, temporary or permanent, nor memorial or personal memorabilia items will be allowed on lots or graves without consent of the Sexton.

### **SECTION XVII - MISCELLANEOUS**

- A. Neglected lots. It is urged that lot owners interest themselves in the present and future care of their lots, as a single neglected lot mars the beauty of the entire Town cemetery.
- 14 Town of La Pointe Cemetery Ordinance Adopted On December 27, 2018, Amended on May 28, 2019

- B. Schedule of payments. A schedule of the fees and charges for any Town cemetery, as established by the Town Board by resolution shall be on file in the office of the Office of the Town Clerk. The Town Board may by resolution change the schedule from time to time without advance notice to conform the fees and charges to current economic conditions.
- C. Fee payment location. All fees and charges for any Town cemetery in the current schedule of fees and charges adopted under subsection B are payable to the Town treasurer at the office of the Office of the Town Clerk, where receipts will be issued for the amounts paid.
- D. Sexton. The Town Board, by resolution, may designate, retain, or employ a <u>one or more</u> persons as Sexton or may designate any other person or committee to act administratively and to manage, operate, maintain, and provide care for the Town cemetery or any part of the operations or of any Town cemetery pursuant to this ordinance. The Sexton may be a Town employee or may, with proper insurance and indemnification protection for the Town, its officers, employees, and agents, be an independent contractor or agent retained under written contract for a fixed time of years. The Town Board, consistent with this ordinance, shall designate the authority, responsibility, and duties to the Sexton by written resolution. The Town Board or its designee shall be responsible for proper supervision of the Sexton.
- E. Amendment of ordinance. The Town Board reserves the right to amend this ordinance to conform with newly developed cemetery practices or any other legal purpose that the Town Board deems necessary and appropriate. Before this ordinance is amended, a public hearing shall be held on the proposed amendment before the Town Board. Notice of the public hearing shall be published in a local newspaper at least 10 days prior to the hearing.

### **SECTION XVIII - PENALTIES**

- A. Citation. The Town Board may establish a citation ordinance for enforcement of violations of this ordinance and for any bylaws or regulations.
- B. Penalties. Any person who violates any provision of this ordinance or any bylaws or regulations shall, upon conviction, shall forfeit for any bylaw or regulation violation under Section XI, subsection A, of this ordinance and s. 157.11 (2), Wis. stats., not more than \$10, and for a violation of this ordinance, not less than \$100 nor more than \$500 for each offense, together with the costs of prosecution. Each day a violation exists or continues constitutes a separate offense under this ordinance. The Town Board may withhold the issuance of any Town licenses, authorities, grants, or permits and any additional cemetery lot purchases and permits for burial or disinterment until the violation has been abated and all penalties and costs satisfied.

### C. Abatement.

1. In lieu of or in addition to any other penalty for a violation of this ordinance, if the violation consists of a physical condition, the Town Board may issue a written notice to the person

responsible for the violation, if known, requiring the person responsible to [abate or remove] the violation within 10 days of receipt of the notice. Service of notice shall be by personal service or registered mail with return receipt requested.

- 2. If the person responsible for the violation of this ordinance is unknown or the person responsible has not [abated or removed] the violation within 10 days of receipt of the notice described in paragraph 1., the Sexton, or some other person designated by the Town Board, may immediately abate or remove the violation in a manner approved by the Town Board. The cost of the abatement or removal may be recovered from the person responsible for the violation.
- D. Injunctive relief. In lieu of or in addition to any other penalty for a violation of this ordinance the Town Board may seek to enjoin any continuing violation of this ordinance as provided in Ch. 813, Wis. stats.

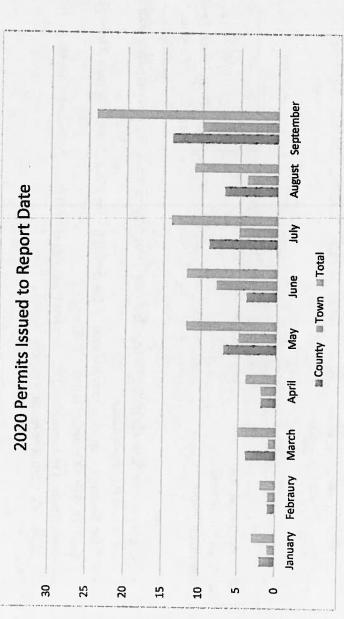
### SECTION XVIII - EFFECTIVE DATE

This ordinance is effective on publication or posting.

The Office of the Town Clerk shall properly post or publish this ordinance, as required under s. 60.80, Wis. Stats.

Adopted this	_ day of	, 20	
James Patterson, Cl	hairman		Attest, Micaela Montagne, Town Clerk
Mike Anderson, Su	pervisor	ilan yi	
Sue Brenna, Super	visor		
John Carlson, Supe	ervisor		Posted on
Glenn Carlson, Su	pervisor		

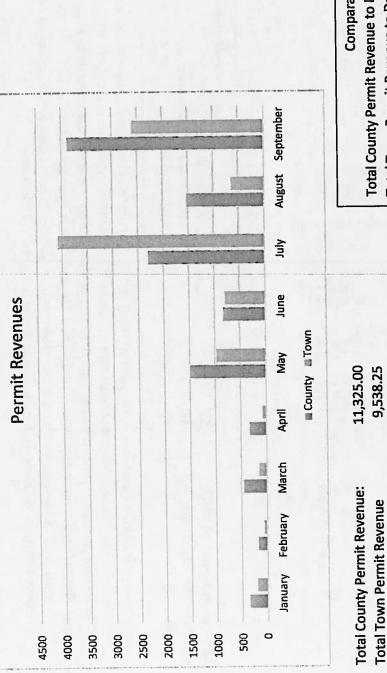
# Routing: TB (5), TPC (5), Clerk (1), Asst. Clerk (1), File (1), Staff Email (5) Zoning 2020 thru 9/29/20



		Comparat	Comparative Data (2019)
I otal county Permits to Date:	55	Total County Permits to Date:	23
Total Town Permits to Date	37	Total Town Permits to Date:	39
Total Permits:	92	Total Permits:	61

- County Permits have increased per issuance of Filling and Grading Permits related to Rip Rap and Shoreland fill and grade permits.
- While the County Permit Application indicates portable restrooms as "Temporary Only". The County Ordinance reads that these can be The Town ZA has also contacted several property owners regarding sanitary permits (County). MISD has been helpful in identifying the "Permanent". While we have limited these as temporary in the past to mirror the County Application, I recommend we follow current location of portable restrooms (Honey Buckets), some of these lacked permits though compliance to date has not been a problem. County Ordinance as Sanitation Permits are under the jurisdiction of the County.

# Routing: TB (5), TPC (5), Clerk (1), Asst. Clerk (1), File (1), Staff Email (5) Zoning 2020 thru 9/29/20



2019)	8,025.00	7,963.50	15,988.50	
Comparative Data (2019)	Total County Permit Revenue to Date:	Total Town Permit Revenue to Date:	Total Permit Revenue to Date:	

20,863.25

**Total Permit Revenue** 

County permit Revenue is up 29% from last year. This reflects the increase in shoreland grading and filling and the ZA bring satellite restrooms into compliance

Town Revenue is up 16% from last year. If the permit for the ESB building is deducted from revenues (3,460.50) permit revenue is 6077.75. Permit revenue is down 36%.

Overall permit revenue is up 23% from last year. Again, deducting the Town Permit fee for the ESB (3,460.50) permit revenues is 17,402.75. Permit revenue is up 8%

# Routing: TB (5), TPC (5), Clerk (1), Asst. Clerk (1), File (1), Staff Email (5) Zoning 2020 thru 9/29/20

### OTHER REVENUE

16,520.00 The Town issued 130 rental permits this year @ 125.00 each: 1 Application for Zoning Map Change @ 750.00 2 Applications for Certified Surveys @ 250.00

## **GENERAL INFORMATION**

750.00 500.00

On July 15th, 2020 the County passed a more restrictive Wetland Protection Ordinance. This Ordinance requires a buffer Zone of 75' applicable in the lands falling within the 1,000-foot jurisdiction of the County. It is my belief that this ordinance may be tested or from wetlands. Prior to this Ordinance property owners could build up to but not on and not disturbing wetlands. Town Zoning concerns were its applicability to the entire Island. After consultation with the Town's Attorney and Ashland County, it is only litigated in the future as it may encumber some properties given adherence to setbacks and the buffer Zone. A copy of this Ordinance has been placed on our Town's website.

A public hearing is scheduled and posted for October 28th, 2020 @ 5:00PM. This hearing is in response to Robert Hartzell petition for a map change. This petition is related to parcel #014-00192-0600 Legal Description: South 254' of W % SW1/4 SW % Less MP Condominium V 404 PG 377 & V 473 PG 702 Sec 29 T50N R3W 3.28A. It is the request of the Petitioner to have this parcel be granted inclusion in the M-A Marina District. Presently this property in in R-1 related deliberation. This number is posted on the Public Hearing Post. The Chair will ask tele-conference participants to identify participate. As with all Zoning changes the TPC will make recommendation to the Town Board following the PublicHearing and Residential Low-Density District. We have an additional Uber account for a number where the public and/or Town Board may their presence for the record. Town Board members will need to participate/attend the Public Hearing or sign an affidavit of listening to the recording prior to acting on the recommendation of the TPC.

Zoning 2020 thru 9/29/20

# Routing: TB (5), TPC (5), Clerk (1), Asst. Clerk (1), File (1), Staff Email (5)

Pending Pending 9/15/20 9/23/20 9/22/20 9/23/20 9/29/20 9/22/20 9/15/20 9/15/20 9/15/20 9/15/20 8/25/20 8/26/20 8/27/20 9/10/20 7/27/20 8/26/20 9/3/20 9/9/20 9/8/20 9/2/20 THE FOLLOWING PERMITS HAVE BEEN ISSUED OR ADDED TO THE ZONING DATA BASE SINCE THE LAST ZA REPORT ON 8-22-20 300.00C 400.00C 700.00C 778.75T 400.00C 150.00C 295.00T 200.00C 200.00C 131.00T 175.00C 50.00T 183.00T 200.00C 219.00T 175.00C 76.00T 160.00C 50.00T 450.00C 561.00T 150.00C 750.00T 175.00T 175.00C 150.00C 373.00T 400.00C 150.00C 50.00T 250.00T Land Disturb Portable Restroom Dwelling Sanitary Reconnect Filling and Grading Driveway extension Filling and Grading Portable restroom Addition/Lean to Land Disturbance Change of Use Map Change Accessory Camper Unit Dwelling Accessory Addition Dwelling Sanitary Grading **CSM 278** Sanitary 014-00196-0400 014-00292-0240 014-00316-0100 014-00206-2810 014-00206-2174 014-00012-1300 014-00012-1300 014-00205-0200 014-00192-0600 014-00213-0300 014-00446-0200 014-00002-0120 014-00012-0600 014-00012-1300 014-00408-0200 014-00020-0320 014-00060-0210 014-00213-0200 014-0317-0310 014-00030-0200 014-0012-0100 **CSM TBA Miller Farm Rd** Chippewa Trail Chippewa Trail Chippewa Trail Chippewa Trail South Shore Kron-Dahlin Miller Farm Nebraska Row Big Bay Road Mondamin Miller farm Bojo Ln Chippewa Islewood Mondamin Umbrage Wild Iris Big Bay Main 3980 3705 3184 ¥ ş ¥ 4211 恕 8 83 8 2305 쯂 8 8 E 윊 ¥ ≨ Lucy Sievers (Superior Shores LLC) Jack and Wendy Stetler Daniel/Jolene Crofoot Gwendolyn Patterson Steinberg/Kaplan Nelson Builders Kyle Kruchten Risgaard James Robert Hartzell Streitz, Susan Nate Nelson Streitz Susan Streitz Susan Laing, Amy Markwardt Sow! Alex Nachsmuth Hancock Hartzell Stetler Hackler Myers 2020-33 2020-35 2020-32 2020-34 2020-30 2020-31 2020-29 2020-26 2020-28 2020-27 2020-25 2020-24 SSIM 7992 7993 7994 7989 7991 98 8064 7990 8012 7985 7987 8000 388 Pending Pending 8069 8073 MISD 8062 8028 9/29/20 9/22/20 9/15/20 9/23/20 9/22/20 9/23/20 9/15/20 9/10/20 9/15/20 9/15/20 8/27/20 9/10/20 9/15/20 9/15/20 7/27/20 8/26/20 8/26/20 9/9/20 9/3/20 9/8/20 9/6/20 9/2/20