

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: November 20, 2020

DATES OF REPORT: November 7, 2020 to November 20, 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

- Sexton Compensation. Please see separate memo.
- Change Order with Midland. Please see separate memo.
- Charlies Locksmithing Contract. This contract is for the building access system which will use keyfobs given to specific Police, Fire and Ambulance Services members for building access.
- Berghammer Bonus Recommendation. Tim Gagner, Wendel Project Manager and I recommend giving Berghammer Construction a \$1,000 bonus for their work in enclosing the building two days ahead of schedule, \$500 per day. The Town's contract with Berghammer allows for bonuses when work is accomplished in advance of the schedule.
- Memorial Medical Center Grant for Exercise Equipment. This grant request if funded will purchase a piece of exercise equipment for the ESB exercise room.
- Sale of 2007 Ambulance. The Town Board must approve the sale of the 2007 ambulance. It is at Pomasi for them to broker a sale.
- Hire Town Administrator. See separate memo.
- Citizen Request to Park on Bell Street. A citizen contacted the Town to request to park on Bell Street overnight as this person is living in an apartment there. This would require an ordinance change: **§ 425-34. Restrictions. Bell Street. No person shall park or leave any vehicle, trailer, or tangible property on any part or portion of Bell Street between 2:30 a.m. and 5:30 a.m.**

4. Follow Up on Previous/Ongoing Projects

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5. Grant Report

- The Energy Committee wants to pursue a grant application with Wisconsin Office of Energy Innovation's Energy Innovation Opportunity Grant that is due in mid-January for solar installations at the ESB and/or airport. There may also be a grant application from the Sanitary District for solar as well. I will keep you informed as to what the Energy Committee recommends. The Town will do a contract with Solar CBI for \$1,500 for consultation services to put any application together.

6. Lawsuits/Legal Issues

- Town Board members have been advised of any updates.

7. Comments/Other Information

- The Town Hall will be closed on Friday, November 27, with no staff in the office.

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

October 27th, 2020

Dear Town Board Town of LaPointe

As I stated in an E-Mail on September 26th, I planned on retirement the end of March 2021, sooner if possible.

Things have worked out to be March 25th, 2021. I have worked for the Town for 21 years, and the time has come.

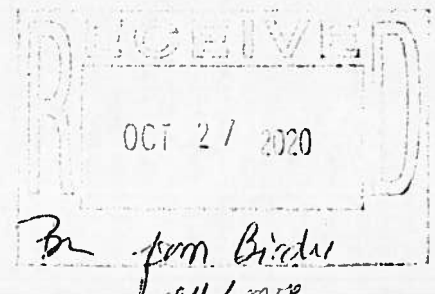
Please consider this my notice for the record.

Respectfully,



Theodore Pallas

Supervisor M.R.F.





TOWN OF LA POINTE
MADELINE ISLAND

P.O. Box 270

LA POINTE, WISCONSIN 54850

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

PHONE: 715-747-6914

FAX: 715-747-6654

administrator@townoflapointewi.gov

www.townoflapointewi.gov

November 19, 2020

Paul Brummer
Charley Brummer
PO Box 67
La Pointe, WI. 54850

Dear Paul and Charley,

I am writing to address proposed compensation for the position of sexton, both in 2020 and 2021.

Enclosed you will find a draft contract with Brummer Company for sexton services rendered to the Town in 2020 and for services to be provided in 2021. The two-year contract will be for \$5,000 per year paid to Brummer Company. Please review the contract, which is a standard services contract used by the Town for any services purchased by the Town. I have attached as Exhibit A the responsibilities of the sextons and Town staff as it relates to the Town's property (Greenwood Cemetery) and the processes for burials and purchasing graves.

If you agree to the contract, please sign and return to Dorgene. Once the contract is approved by the Town Board, we will send you a fully executed copy for your records.

In addition, in order for the Town to do business with you, we need you to sign and/or submit the following documents:

- W-9 (enclosed)
- 9 Point Test (enclosed)
- A current Certificate of Insurance

Please contact me if you have any questions.

Sincerely,

Lisa Potswald
Town Administrator

Cc: Ben Schram, Public Works Director
Town Board

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NOV 19 2020

Initial: dg.

CONTRACT FOR SERVICES

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

RECITALS

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

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

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

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

Serve in the role as Sexton for the Greenwood Cemetery

Such services will be provided at:

Greenwood Cemetery, Middle Road, La Pointe, WI

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

Upon submission of invoice at the end of each quarter year.

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

3. **Dates of Service.** The services provided for herein shall be provided between January 1, 2020 and December 31, 2021.

4. **Reimbursement for Expenses.** The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town of La Pointe will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract: **Not Applicable.**

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

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

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

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

8. **Compliance with Regulations.** Within five (5) business days after this contract has been signed by the Contractor, the Contractor will provide the Town of La Pointe with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract. **Not Applicable.**

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

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

10. **Hold Harmless.** The Contractor covenants that it will protect, defend, indemnify and hold the Town of La Pointe harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town of La Pointe or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.

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

- a) Maintain its business separate and apart from the Town of La Pointe.

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

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

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

NOTE: Proof of insurance is waived for the Contractor.

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

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

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

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

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

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

To the Town of La Pointe:

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

To the Contractor:

Brummer Company
PO Box 67
La Pointe, WI. 54850
715-747-6464

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

The Town of La Pointe

Full Legal Name of Contractor

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Town of La Pointe Greenwood Cemetery Procedures

I. ROLES AND RESPONSIBILITIES

- 1) The **Sexton** is assigned to the responsibility by Town Board Resolution and ensures compliance with the Greenwood Cemetery Operating Rules and Regulations. Responsibilities include:
 - a) Administering and managing cemetery operations as they relate to sale of plots and burial arrangements.
 - b) Securing payment for plots and burials.
 - c) Processing the deeds.
 - d) Preparing the appropriate plot for burial.
 - e) Providing information to the Town Hall about purchases, deeds and burials.
 - f) Notifying the funeral home to send paperwork to the Town Clerk.
 - g) Arranging and monitoring placement of gravesite monuments, markers and decorations.
 - h) Sexton will forward any Report of Final Disposition received to the Clerical Assistant to file in the Town vault.
- 2) The **Public Works Director** is responsible for:
 - a) Maintaining cemetery property and grounds, including mowing, tree and brush removal, and road maintenance.
 - b) Arranging for equipment and staff to prepare for and assist with burials.
 - c) Preparing the cemetery budget with input from the Sexton.
- 3) The **Town Clerk** is responsible for:
 - a) Securing signatures on deed prepared by Sexton.
 - b) Providing Clerical Assistant with original deed.
- 4) The **Clerical Assistant** is responsible for:
 - a) Mailing Application for Burial to family or Funeral Home
 - b) Inputting information and deed into Cemetery database.
 - b) Sending original deed to purchaser.
 - (b) Copying deed, letter and payment for Town Hall vault file.
- 5) The **Accounting Administrator** is responsible for:
 - a) Notifying the Sexton that payment of burial has been received.

EXHIBIT A

II. PURCHASING A PLOT AT GREENWOOD CEMETERY

Town Hall staff who receive inquiries shall refer all requests for grave site purchases to the Sexton. Fees are based on the current Town Fee Schedule.

- 1) Purchaser to contact the Sexton to arrange a meeting to review locations, etc.
- 2) Purchaser meets with the Sexton.
 - a) Agree on plot location.
 - b) Purchaser writes purchase of plot check to the Town of LaPointe.
 - i) Give check to Sexton to deliver to Town Hall OR
 - ii) Purchaser brings or mails check to Town Hall.
 - c) Sexton gets a blank deed from the Town Hall (Parks/Cemetery drawer in vault).
 - d) Sexton drafts deed and brings to Town Hall.
- 3) Once payment for plot is at the Town Hall, deed is signed by Town Board Chair and Town Clerk.
- 4) Deed goes to Clerical Assistant for processing, including filing, recording the sections, lots and graves and sending the original deed to the purchaser.

III. TO ARRANGE A BURIAL/INURNMENT

Fees are based on the current Town Fee Schedule.

- 1) Family or Funeral Home contacts Sexton to make arrangements for burial.
- 2) Sexton obtains contact information and notifies Clerical Assistant of impending burial.
- 3) Clerical Assistant sends Application for Burial to family or Funeral Home to be completed and signed.
- 4) Family or Funeral Home completes and returns Application for Burial to the Town along with the Report of Final Disposition and payment of the Town's fees in the form of a check written out to the Town of La Pointe.
- 5) Family or Funeral Home gives the Sexton payment of the Sexton's fees in the form of a check written out to the Sexton.
- 6) Accounting Administrator verifies with Sexton that payment has received by the Town for the burial or inurnment prior to burial or inurnment date.
- 7) Sexton contacts Town Foreman to arrange for needed site prep at cemetery.
- 8) Sexton contacts lawn care sub-contractor so he/she knows when a service is going to take place.

EXHIBIT A

IV. PERTINENT INFORMATION

- 1) Information in the locked room in the basement:
 - a) Survey map of Blackthorne (now known as Greenwood) Cemetery.

DOCK LEASE BETWEEN TOWN OF LA POINTE AND NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.

WHEREAS, Nelson Construction Company of LaPointe, Inc. (Lessee) is desirous of using the port facilities and dock of the Town of LaPointe (Lessor) on Madeline Island, Wisconsin for a five (5) year term commencing January 1st, 2021, and terminating December 31st, 2025; and

WHEREAS, the Town of LaPointe is desirous of allowing said use for certain fees;

NOW THEREFORE, it is agreed between both the aforementioned parties that the Town of LaPointe, Ashland County, Wisconsin, will lease forty-seven (47) feet on the north east side of the finger pier and fifty-seven (57) feet on the shore as shown on the attached Schedule "B", for the mooring of vessels and the parking of two (2) vehicles on the finger pier, to Lessee for an annual lease fee with a 3% yearly increase to the base rent.

1. Annual Rent

<u>Year</u>	<u>Rent</u>
2021	Annual base rent of \$4,234.88 (\$40.72 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2022	Annual base rent of \$4,361.76 (\$41.94 per foot). Applicable Wisconsin sales tax (currently 5.5%).
2023	Annual base rent of \$4,492.80 (\$43.20 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2024	Annual base rent of \$4,628.00 (\$44.50 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2025	Annual base rent of \$4,766.32 (\$45.83 per foot) Applicable Wisconsin sales tax (currently 5.5%).

2. PAYMENT DUE. The yearly rental will be paid on or before the 15th day of August of each year so long as the lease shall remain in effect. Non-payment by lessee after thirty (30) days from the due date shall result in termination of this lease.

3. ASSIGNMENT AND SUBLEASING. Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

6. HOLD HARMLESS. Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory.

7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
 - B. The Lessee shall, at Lessee's expense, maintain a comprehensive insurance policy with minimum liability limits as stated below and issued by an insurance company authorized to do business in the State of Wisconsin. Minimum liability limits shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Lessee shall, at lessee's expense, carry a \$1,000,000 commercial liability umbrella covering Lessee's comprehensive, business auto, and workers compensation insurance policies. Failure to maintain the limits of insurance above is grounds for termination of the lease. A current insurance certificate must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policies.
 - C. Lessee shall, at Lessee's expense, name "Town of La Pointe" as additional insured on all policies listed above. A copy of the current insurance certificate, showing such language, must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
 - D. Failure to provide the foregoing information relating to insurance shall constitute a full and complete waiver of all rights against the Town for damage or loss, however arising, and full and complete waiver of subrogation.
 - E. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
- 8. LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor or the Lessee of the subject property.

9. MAINTENANCE AND PROTECTION.

- A. The Lessee will maintain the dock occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance. Any damage caused by the Lessee to the dock of the Town of LaPointe will be repaired at the expense of the Lessee.
- B. By January 31 of the following year, the Lessee will provide the Lessor with a list of gravel, sand and rock off-loaded from the Town of La Pointe dock in the prior calendar year, along with a payment for the total tonnage off-loaded at the rate listed in the Town of La Pointe fee schedule for that calendar year.
- C. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- D. The Lessee shall be bound by the terms and conditions of the Town's rules and regulations, including any current and future ordinances, resolutions or motions of the Town that are in effect, which are incorporated by reference herein.
- E. Nothing herein shall be constructed as to limit the right, title and interest of the Town of LaPointe to other portions of the dock that are not subject to this lease term, nor to prevent the Town from leasing other portions of the dock to other lessees.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the lease fee hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have sixty (60) days to remove any property thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the sixty (60) days allowed Lessee to remove the property at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

- 11. TERMINATION.** In consideration of the agreements contained herein, either party can provide written notice to terminate without cause within 90 days of the proposed date of termination. This

lease may be terminated by the Town upon written notice if any aspects of this lease are violated to any extent.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the Town dock, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the dock. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

TOWN OF LA POINTE, Lessor

By: _____ Dated: _____
Town Chairperson

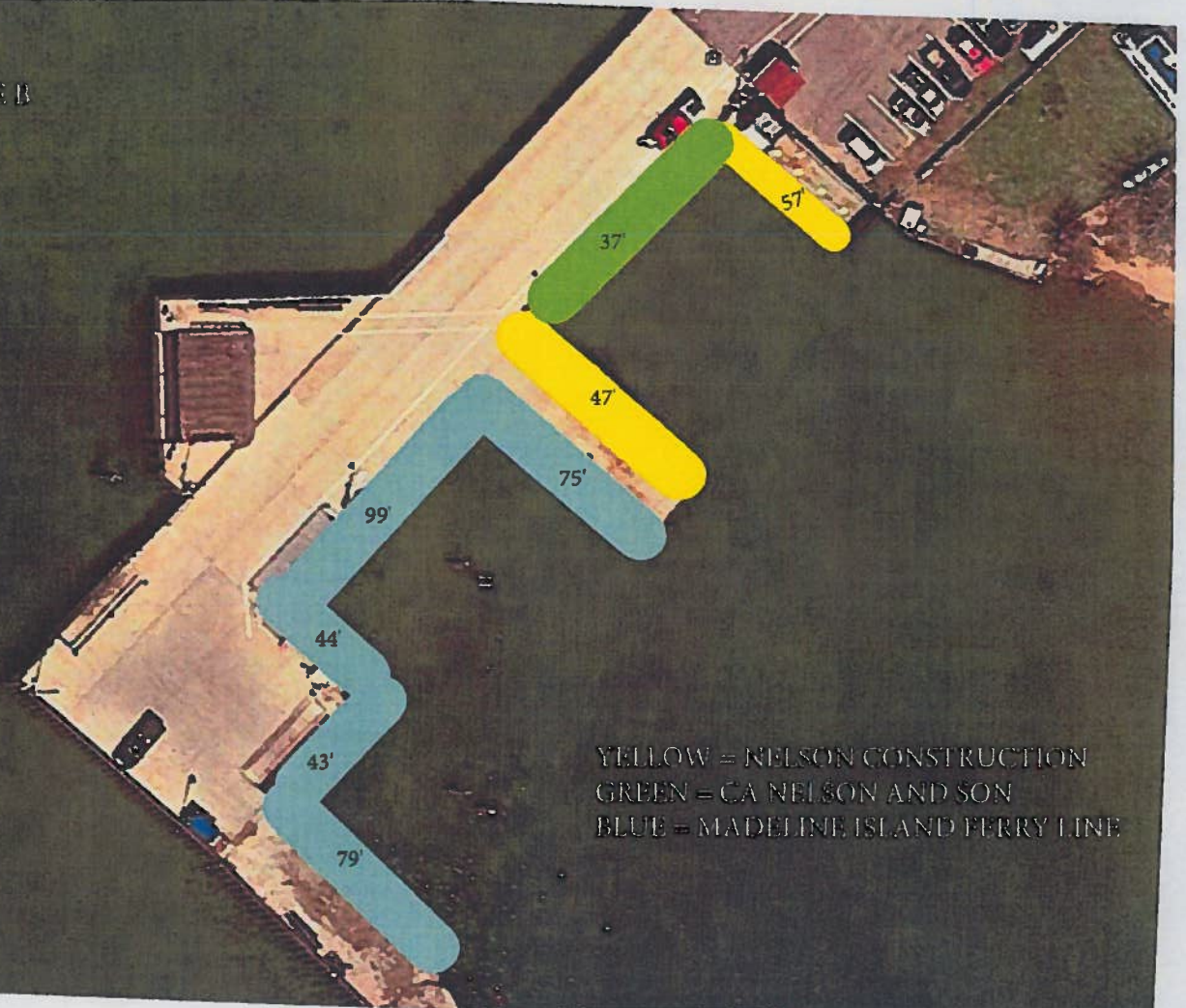
Attest: _____ Dated: _____
Town Clerk

NELSON CONSTRUCTION COMPANY OF LA POINTE, INC., a Wisconsin corporation, Lessee

By: *Ronald Nelson* Dated: 10-26-20
President

By: *Kathy J. Wroblewski* Dated: 10/26/2020
Secretary

SCHEDULE B



(5)TB. Lisa, Barb, Micaela,
ACCOUNTING ADMINISTRATOR REPORT **Public**

November 2020

11/19/2020

1. MISCELLANEOUS:

- a. The Town Hall will be closed on Thursday, November 26th and Friday, November 27th.
- b. Now that the budget has been firmed up, I plan to take a few days off.
- c. Employee Benefits:
 - The Employee's 2021 annual Health Insurance choices have been made and updated with the Dept of Employee trust funds and the information will be sent to Oasis for the payroll system.
 - The 2020 Flex/Section 125 plan paperwork will be arriving for the employees. Oasis administrative staff has been notified and the paperwork I put together, Oasis will send to the employees, and payroll deductions will be updated for 2021.

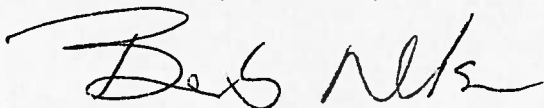
2. TAXES:

- a. The Town has received all Certified Tax Levy Apportionments. The State School Tax Levy Credit, Lottery & 1st Dollar credit should be posted by the DOR within the next few days. I've revised the summary report on the tax levies and have distributed. In the past, this is the most widely requested budget document.
 - The Consumer Price Index – Urban (CPI-U) is at 1.2% ending October 2020. The State of Wisconsin is using 1.4% through September 2020.
- b. Ashland County 2021 Budget has been approved and have verified that the Town's request for of \$135,000 (\$130,500 for budget & \$4,500 for squad) Law Enforcement & \$3,000 Zoning funds were approved. They were in the proposed 2021 budget, but always good to double check.

3. FINANCIALS:

- a. The 2021 FINAL Proposed Budget has been set, updated and is ready for the Monday, December 7th, 2020 meetings. Carol & I will continue to monitor the general funds checking/available cash on hand.
- b. This time of year tends to be difficult working within two calendar years of budgets, amendments, estimations and projects, this year also had the remote audit of 2019 going at the same time, so three different years have been in the works.
- c. After the 2021 budget is adopted, a Wage Resolution will be drafted for your review and approval as well as the 2021 Schedule of Fees.
- d. Audits:
 - The Audit Report for the period ending 12/31/2019 is almost complete.
 - As soon as it is, we will try to quickly move forward on finding a new accounting firm for the year ending 12/31/220.
- e. Misc. billings, County H reimbursement, have all been done and submitted. The fuel tax credit accounting and request for reimbursement will be done in the next couple of weeks.

Respectfully submitted,



Barb Nelson, Accounting Administrator/Deputy Clerk

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NOV 20 2020

Initial: dg

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

**TOWN OF LA POINTE
TOWN BOARD AGENDA ORDER POLICY**

Approved by the Town Board on May 28, 2019
Draft Changes 11/24/2020

The order of the Town Board regular meeting agenda will be:

- I. Public Comment A*
- II. Town Administrator's Report
- III. Public Works
 - A. ~~Public Works Director~~ Public Works Director's Report (First meeting of the month)
 - B. Roads, Dock and Harbor
 - C. Parks
 - D. Materials Recovery Facility (MRF) (~~First meeting of the month~~)
 - 1. ~~MRF Supervisor's Report~~
 - E. Airport
 - 1. Airport Manager's Report & Checklist (*First meeting of the month*)
 - F. Cemetery
- IV. Committees
 - A. Planning and Zoning
 - 1. Planning and Zoning Administrator's Report (*First meeting of the month*)
 - B. ~~Harbors~~ (~~First meeting of the month~~)
- V. Town Hall Administration
 - A. Budget Summary Report (*First meeting of the month*)
 - A. Accounting Administrator's Report (*Second meeting of the month*)
 - ~~Budget Summary Comparison Report (Second meeting of the month)~~
 - B. Grant Updates
- VI. Vouchers
- VII. Alternative Claims (*First meeting of the month*)
- VIII. Treasurer's Report (*First meeting of the month*)
- IX. Minutes
- ~~IX. Library (Second meeting of the month)~~
 - ~~A Library Board Minutes~~
- X. Police Department (*First meeting of the month*)
 - A. Police Chief's Report (*First meeting of the month*)
- XI. Emergency Services
 - A. Fire Chief's Report (*First meeting of the month*)
 - A. Ambulance Director's Report (*Second meeting of the month*)
- XII. Public Comment B**
- XIII. Lawsuits & Legal Issues
- XIV. Liquor & Operators' Licenses (if applicable)
- XV. New Agenda Items for Future Meetings
- XVI. Adjourn

Statements that must be on all posted Town Board agendas include:

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NOV 18 2020

Initial: dg

***This portion of public comment is restricted to one minute in length. For those wishing to speak for longer than one minute, that item appears later in the agenda.**

**** Public Comment which is longer than one minute**

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk.

DRAFT

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

TO: Town Board

FROM: Lisa Potswald

RE: TA Hiring Process

DATE: November 20, 2020

I previously emailed you a draft timeline for beginning the TA search process:

- **Tuesday, January 12** Town Board Meeting – discuss posting with Kevin.
- **January 19** week – post for position. As Kevin told you, this will cost an additional \$800 to \$900.
- **February 26** – applications due.
- **Tuesday, March 9** Town Board Meeting – review of candidate pool; choose who to interview.
- **Tuesday, March 23** – after reviewing video presentations, decide who to bring to the Island.
- **April** - In person interviews – ferries are running by April

Other considerations:

- Kevin asked if this Board wanted to make the selection or if you wanted to do so after the new Board members are seated. I made the assumption that the present Board will be involved in the hiring. Note that new Town Board members are seated on 4/20/21.
- Special meetings can be scheduled rather than putting the hiring discussion on regular TB meeting days.
- Questions are already chosen and you know the drill, so that can move things along as well.
- I am in the budget through the end of May 2021.

This is only a first draft. Dates can be compressed or extended depending on your collective decision.

RECEIVED

NOV 20 2020

Initial: dg

TB (5) Lisa, Ben, Micaela,
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**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY NOVEMBER 10, 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: Lisa Potswald, Ben Schram (via telephone), Elected Clerk Micaela Montagne

Public Present: Paul Brummer, Charley Brummer

Called to Order: 5:30pm

I. Public Comment A*: Paul Brummer commented that he is available for discussion on item III. F. 1.

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated November 6, 2020 placed on file by Unanimous Consent.

Motion to have agenda item IX. D. now, J. Carlson/ J. Patterson, 5 Ayes, Motion Carried.

IX. Police Department

D. Citizen Request to Park on Bell Street: Police Chief W. Defoe and Public Works Director B. Schram agree in not supporting the request and not changing the current Ordinance that does not allow parking on Bell Street from 2:30 to 5:30am. Discussion on how they see the convenience to the person making the request, however, it could make snow removal an issue. The Board agrees to no take any action to change the current ordinance.

III. Public Works

A. Public Works Director

1. Public Work Director's Report: Report prepared and presented by Ben Schram for October 2020 placed on file by Unanimous Consent. There was an increase in Big Bay Town Park campground reservations in 2020 by 22%.

B. Roads

C. Parks

1. WI Department of Natural Resources Grant Agreement for Town of La Pointe Big Bay Town Park Trail Rehabilitation: Motion to approve the grant agreement that includes a match of \$6,310.68, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

D. Materials Recovery Facility (MRF): Ben Schram thanked the Town Board for approving a purchase order to continue the clean up at the MRF.

E. Airport

1. Airport Manager's Report & Checklist: Report prepared by Paul Wilharm for October 2020 placed on file by Unanimous Consent.

F. Greenwood Cemetery

1. Sexton Compensation: Lisa Potswald recommends compensating the Sextons similar to the Fire Chief or Airport Manager: a monthly wage contingent upon actual work done. This would remove any payment based on burials. Paul Brummer is requesting \$5,000 annually

each for himself and the other Sexton, Charley Brummer. Discussion to include the sexton compensation in the discussion at the next budget meeting.

Motion to move all items of III. G. to after item XII. B., J. Patterson/ M. Anderson, 5 Ayes,
Motion Carried.

IV. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Report prepared by Ric Gillman through 11/5/2020 placed on file by Unanimous Consent.

B. Town Board Reviewing Minutes from Committees: Discussion on whether to have committee minutes on the agenda, including the Library Board minutes. Consensus to not have committee minutes listed on the agenda, only have specific agenda items on the agenda when necessary.

V. Town Hall Administration

A. Budget Report: Motion to approve the budget report dated 11/7/2020 as presented, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

B. Grant Updates: None other than those on the agenda.

C. Preparation for Town Administrator Interviews: The Board agrees that the questions and writing prompt they chose are okay.

D. Draft Employment Agreement with Town Administrator: Attorney Max Lindsey does not have any changes to form. The agreement only explains compensation, benefits, reporting, etc. as an at will employee and has many blanks that will be filled in once there is a candidate to negotiate with.

VI. Alternative Claims: Motion to approve Alternative Claims for October 2020 in the amounts of \$781,210.10, \$130,567.71, and \$3,126.67 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 \$2,10,340.09 and a total available checking of \$929,322.80, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Special Town Board Meeting October 22, 2020

B. Special Town Board Meeting October 26, 2020

C. Regular Town Board Meeting October 27, 2020

D. Special Town Board Meeting October 28/29, 2020

E. Special Town Board Meeting November 2, 2020

Motion to approve the minutes for the five meetings listed (one date was listed incorrectly), G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

IX. Police Department

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

B. Full Time Officer Wages: Will discuss at the next budget meeting.

C. Ferry Expense for Officer Vehicles: Discussion on paying for the personal vehicles for the officers and other Town staff who commute on the ferry during the winter during the pandemic for health and safety reasons. The Board hopes that the police officer schedule will have officers with shifts back to back so there are less trips on the ferry. Motion to approve paying for personal vehicles of commuting employees (not just officers) on the ferry this winter during the pandemic effective immediately until the Town rescinds the face-covering ordinance or the weather warms, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

X. Emergency Services

A. Fire Chief's Report: Report prepared by Rick Reichkitzer for October 2020 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building: Going well, waiting for Xcel Energy to finish installing the power.

C. Change Order #6 with Berghammer for Door Hardware Changes: Motion to approve the change order for \$614.00, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

D. Recommendation for a \$2,000 Bonus for Berghammer: The building was roughed in two days early. Motion my M. Anderson to approve the bonus, second by J. Patterson. Further discussion on making sure the language in the contract is for a bonus now rather than at the end of construction. Motion to table the motion of approval until clarification, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

E. Contract with Charlie's Locksmith Service LLC for Card Reader/Access System for the Emergency Services Building: waiting for publication of notice, item will be on a future agenda.

F. Assistance to Firefighters Grant Program, Covid-19 Supplemental Round 2: Lisa Potswald is working on the application for \$14,082.96 with a local match of only \$849.64. Motion to approve submitting the grant, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

XI. Public Comment B: None.**

XII. Lawsuits & Legal Issues

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

B. Kevin Wiggins Wisconsin Equal Rights Division Case No. CR202001411: Nothing at this time.

Motion to go to agenda item III. G, J. Patterson/ G. Carlson, 5 Ayes, Motion Carried.

III. Public Works

G. Town Dock

1. SmithGroup Billing Discrepancies for Dock Project ***

2. Change Order #4 with Wren Works ***

3. Certificate of Substantial Completion for Dock Project***

***The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

4. Town Dock Leases

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

Motion to go into closed session to discuss items III. G. 1, 2, 3, 4 as detailed in the agenda, J. Carlson/ G. Carlson, All 5 Ayes, Motion Carried.

Motion to return to open session, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

5. Dock Lease with Nelson Construction: Motion to table, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: Dock Issues, Dock lease, locksmith contract, budget.

XIV. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:09pm.

Submitted by Micaela Montagne, Town Clerk.

TB 5 Lisa, Barb, Micaela,
public

TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Wednesday November 11, 2020
5:00 pm at Town Hall
Draft Minutes

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

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

Public Present: Paul Brummer

I. Call to Order: 5:00pm.

II. Public Comment: None.

III. 2021 Budget Considerations: Changes have been made to the budget after the first round of workshops. Further discussion on possibly raising the police officer wages to \$25.00/ hour and \$25.50 for the Sargent position. Sexton compensation was also discussed, and it may become that the duties of the sexton get absorbed by the Public Works Department and the Clerical Assistant (though the Board is still interested in compensating the current Sextons for the work done in 2020 as there were no burials). G. Carlson brought up that there is an overall structural deficit to the Town's operating budget, and it may be better for the Town to have part time employees. 2021 Budget may have to be reduced and will still have a levy increase. Public Works Director will remove a new full time parks position to part time, but leave one new full time position to cover maintenance as well as float between the departments. To get back down to the same budget level as 2020, the Town Board will have each department look at their operating budget and reduce to accommodate. Capital projects can remain and the Board will look at financing them.

IV. Schedule Budget Meetings: Wednesday November 18 at 5:00pm and Thursday November 19 at 4:00pm.

V. Public Comment: Paul Brummer commented on making sure the cemetery won't be neglected if the Sexton position is removed.

VI. Adjourn: Motion to adjourn, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
Adjourned at 6:01pm.

Submitted by Micaela Montagne, Town Clerk.

TRB Lisa, Brena, Micaela
present

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Town Administrator Candidate Interviews
SATURDAY NOVEMBER 14, 2020
8:30am at Town Hall
Draft Minutes**

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

Staff Present: Lisa Potswald, Elected Clerk Micaela Montagne

Public Present: Kevin Brunner from Public Administration Associates, Stephanie Hirsch, Linda Cadotte

Call to Order: 8:35am

1. Review Town Administrator Applications with Public Administration Associates and Conduct Interviews with Candidates

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session as posted, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried. 8:37am.

Motion to return to open session, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. 12:55pm

2. Next Steps in Town Administrator Hiring Process:

Motion to authorize Kevin Brunner to negotiate with the chosen Town Administrator Candidate, J. Patterson/ S. Brenna, 5 Ayes, Motion Carried.

3. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 12:55pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) Lisa, Barb, Micaela,
public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEEITNG
Wednesday November 18, 2020
5:00 pm at Town Hall
Draft Minutes**

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

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

Public Present: Charley Brummer, Paul Brummer

I. Call to Order: 5:00pm

II. Public Comment: Charley Brummer commented on the Sexton position and if the duties are absorbed by the Town staff, he hopes there aren't problems and the cemetery does not get neglected.

III. 2021 Budget Considerations: Discussion included borrowing for capital expenses, there is \$5,000 budgeted for Sexton compensation for 2021, moving the Rec Center bathroom remodel to 2021 instead of 2022, cutting police budget by \$13,000 to match 2020 figures, keeping the grader harness replacement, and adding new heat to the Town Hall meeting room. Fire Chief wage to remain at \$600/ month. The excess cash on hand at the end of 2020 will be used to balance the deficit in the 2021 budget. The Town Board will request a 5% increase in the tax levy which is over the allowable levy limit.

Motion to have agenda item V. prior to agenda item IV., S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

V. Public Comment: Paul Brummer commented on making sure the Town Staff know what they will be needing to do if the sexton position is removed. He also commented on the Library Gazebo.

IV. Review Town Administrator Candidate Job Requirements with Public Administration Associates and Determine Next Steps

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session as posted, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

Motion to return to open session, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

The Town Administrator position will be reposted in early January.

VI. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:54pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) Lisa, Barb, Micaela,
public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Thursday, November 19, 2020
4:00 pm at Town Hall
Draft Minutes**

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

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

I. Call to Order: 4:00pm

II. Public Comment: None.

III. 2021 Budget Considerations: Discussion included police department staffing after reducing the police budget. If changes need to be made next year, that will be okay as there are so many unknowns currently with Covid.

Discussion on lowering the amount exceeding the 2019 levy from 5% that was proposed in the documents to 2.5% and using more available cash on hand to cover the difference.

Discussion on how the meetings on December 7th will be conducted to accommodate social distancing: 10 people will be able to be in the meeting room, another 10 in the office area of Town Hall with a liaison to help facilitate, and if there are additional people who want to be present, there will be overflow at the Library. A phone number for call in will also be available. It may take more time to get through everything with people spread out and on the phone, but we can do it to keep everyone safe and still approve the levy.

IV. Resolution #2020-1119: Proposing to Exceed Tax Levy Limit- 2020 Tax Levy, Payable 2021: Barb Nelson reran the figures to accommodate a 2.5% increase over last year's levy. It will be 2.949% over the allowable levy for this year which is a dollar amount increase of \$52,963 and a total levy amount of 1,848,651. Motion to approve Resolution #2020-1119 proposing to exceed the tax levy limit (2020 Tax Levy, Payable 2021) by 2.95%, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

V. Public Comment: None.

VI. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:45pm.

Submitted by Micaela Montagne, Town Clerk.