

(5) TB, Lisa, Barb, Micaela,  
+1  
Public

TO: Town Board

FROM: Lisa Potswald

RE: Compensation in Lieu of Health Insurance Benefits

DATE: April 1, 2021

Some Town employees who are eligible for health insurance coverage do not take coverage – I am one as I have health insurance coverage through my husband.

A full-time employee has elected to not accept coverage through the Town. He/she proposes that he/she be compensated for not taking insurance. Below is the cost of health insurance per month per employee:

2021 MONTHLY Health Insurance Premium								
	With Dental				Without Dental			
	SINGLE		FAMILY		SINGLE		FAMILY	
	Town	Employee	Town	Employee	Town	Employee	Town	Employee
Standard Plan/Access Plan	715.39	\$419.71	1758.87	\$1,041.89	700.29	\$404.61	1718.16	\$1,007.10
Group Health Coop of Eau Claire	715.39	\$110.59	1758.87	\$269.09	700.29	\$95.49	1718.16	\$234.30
Health Partners**	715.39	\$237.89	1758.87	\$587.35	700.29	\$222.79	1718.16	\$552.56
WEA Trust - Chippewa Valley	715.39	\$334.69	1758.87	\$829.35	700.29	\$319.59	1718.16	\$794.56

Attached to this memo is an email from Carol Nawrocki of the Wisconsin Towns Association regarding this matter. She states that generally employers can come up with a set amount for any employee that opts out of insurance.

#### OPTIONS

The Town does not have a current policy on this. If the Town Board thinks this should be a policy, there are a few ways to approach compensation:

1. The compensation could be converted into an hourly salary increase. For example: for 2021, if an employee has access to the Town's single health insurance starting January 1st: 12 months x \$700 + \$725 flex = \$9,125/14.40% = \$7,811/26 payrolls x 80 hours = 2,080 hours = \$3.75 an hour increase in wage rate; family would be approximately \$8.78). However, if the Town Board went this route, it would require a salary adjustment every year, based on the health insurance costs, number of expected hours, as well as the other factors that determine the annual wage rate, for each eligible person. The percentage reduction of 14.40% does not include possible WC increases.

2. As the WTA stated above, a second option is that the Town establishes a set amount for opting out of insurance coverage if the eligible person does not take any Town insurance. Opt-out incentive will increase the Town's payroll costs FICA 7.65% and WC. It sounds like the incentive is not WRS reportable (if that is true for local employers – the rules are not always the same for State, Schools and Local), which may be a little bit more work for payroll each period, as well as monthly & annual WRS reporting.

#### CONSIDERATIONS

This policy will set a precedence for all Town employees, at least 9 of whom could benefit from this policy. There are additional considerations:

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APR 6 2021

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- Eligible employees who can take Medicare coverage instead of the Town's insurance?
- The Town has other employees who are eligible for coverage who have not previously taken it, but learning that the Town will compensate, they all may ask for the same treatment. When will this policy go into effect?
- Should employees who have families but only take single coverage insurance be included? The employee would need to have at least one tax dependent to qualify for family rate if the Town Board decides to go in that direction. The Town would be required to gather additional information (shared custody, who and how many tax dependents, etc.)

Please see attached questions and answers regarding Wisconsin policy for state employees. We would like some direction from the Town Board regarding a) whether you want to establish a policy or not; and b) if so, what option do you want to choose for compensation.

## Lisa Potswald

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**From:** Carol Nawrocki <carol.nawrocki@wisctowns.com>  
**Sent:** Tuesday, March 23, 2021 9:33 AM  
**To:** Lisa Potswald  
**Subject:** RE: New Submission: Contact Form

Yes, it is legal for an employer to pay someone a stipend if they opt not to take the employer's health insurance. Generally, the employer comes up with a set amount for any employee that opts out of the insurance. It is then often paid as "supplemental" income on each paycheck and subject to withholding.

Atty. Carol Nawrocki  
WTA Assistant Director  
[www.wisctowns.com](http://www.wisctowns.com)

The information contained in this email is provided solely for a general information purpose and should not be interpreted as legal advice and does not constitute an attorney client relationship. WTA does not provide legal representation to individual municipalities or officials. WTA always encourages its member towns to consult their municipal attorneys on questions of law.

The Wisconsin Towns Association (WTA) is a statewide, voluntary, non-profit and non-partisan association of member town and village governments. WTA's purposes are to support local control and to protect the interests of towns. In furtherance of these goals, WTA provides legislative lobbying efforts, educational programming and legal information.

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**From:** Karisa Schulze  
**Sent:** Tuesday, March 23, 2021 8:49 AM  
**To:** Carol Nawrocki <carol.nawrocki@wisctowns.com>  
**Subject:** FW: New Submission: Contact Form

Ashland County

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**From:** Website <[wtowns@wisctowns.com](mailto:wtowns@wisctowns.com)>  
**Sent:** Tuesday, March 23, 2021 8:36 AM  
**To:** Karisa Schulze <[wtowns@wisctowns.com](mailto:wtowns@wisctowns.com)>  
**Subject:** New Submission: Contact Form

## New Contact Form Submission

You may view all the details at the following link:  
<https://www.wisctowns.com/admin/widgets/contact?mode=view&entryID=4673>

<b>Date Submitted</b>	3/23/2021 8:36am
<b>First Name</b>	Lisa
<b>Last Name</b>	Potswald
<b>Town/village you work in</b>	La Pointe
<b>County in which town/village is located</b>	WI

See ETF Response to COVID-19 for updates on services  
Take the Wisconsin Strong Financial Fitness Challenge!

X



2020 Plan Year

## Opt-Out Incentive FAQs

For the State Employee & Retiree Health Plan

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### 1. What is the opt-out incentive and how do get it?

If you are a state employee: You may be eligible to receive \$2,000 from your employer if you opt out of state group health insurance program coverage. To be eligible you cannot have opted out in 2015, meaning you must have been covered through the last day of 2015 if you were eligible for coverage and an employer contribution. In addition, you cannot be covered under the State of Wisconsin or Wisconsin Public Employers Group Health Insurance Program as a dependent. You are required to submit a paper Health Insurance Application/Change (ET-2301) form during open enrollment to receive the opt-out incentive for the next calendar year. Some employees may be able to elect the opt-out incentive electronically; check to see if your employer allows this.

### 2. Will I receive the opt-out incentive in a lump sum?

No, incentive payments will be spread out over all applicable pay periods in the year.

### 3. If I opted out of state group health insurance coverage in 2015, will I ever be eligible for the opt-out incentive?

No, not as the law is currently written.

### 4. Am I eligible for the opt-out incentive if I am covered under the Wisconsin Public Employers (WPE) Group Insurance Program (local government)?

## 9. Is the opt-out incentive taxable as income?

Yes, and it will appear on employees' W-2 statements. The incentive payment is not considered Wisconsin Retirement System earnings.

## 10. Does the opt-out incentive affect sick leave conversion rules?

The eligibility criteria for sick leave conversion for state employees remains the same. You must be in the State of Wisconsin Group Health Insurance Program to be able to convert unused sick leave time to credits that can be used to purchase health insurance at retirement. Keep in mind, if you opt-out of the health insurance program and unfortunately pass away, your unused sick leave time will not be eligible to be converted to sick leave credits by your dependent like it would if you passed away and had family health insurance coverage. Please see the Sick Leave Conversion Credit Program (ET-4132) brochure for more information on eligibility requirements related to retirement and death benefits for spouse and dependents.

## 11. If my spouse and I were covered together under a State Group Health Insurance family plan in 2015, would the dependent spouse at that time be ineligible for the opt-out incentive now, if we meet the other eligibility criteria?

No, being covered as a dependent under a state family plan is not the same as having opted-out in 2015, which would disqualify you or your spouse.

## 12. If I work for the state, and my spouse works for a local employer under the Wisconsin Public Employers Group Health Insurance Program, and we were covered under my spouse's local plan in 2015, would I be ineligible for the opt-out incentive now if I meet the other eligibility criteria?

Yes, you are not eligible for the opt-out incentive if you were eligible for an employer contribution through the state and you waived state coverage.



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

(5)TB, Lisa, Barb, Micaela,  
+1  
Public

# NELSON

Construction Company of La Pointe, Inc.

PO Box 5, La Pointe, WI 54850

Phone: 715-747-3300

Fax: 715-747-5000

Email: [nelsonco@cheqnet.net](mailto:nelsonco@cheqnet.net)

April 2, 2021

Dorgene Goetsch  
Town of La Pointe  
PO Box 270  
La Pointe, WI 54850

RE: MOORING PERMIT @ Private Residence – David Kretzschmar

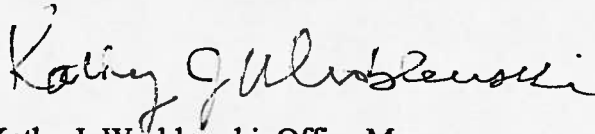
Dear Dorgene,

Enclosed please find an application for the placement of a mooring buoy in Lake Superior at the property owned by David Kretzschmar @ 3348 Stockton Road, La Pointe, WI.

Please have this application signed by Jim Patterson, Town Chairman, and then forward it onto the WI DNR Warden, Amie Egstad, in Bayfield, WI (envelope is enclosed).

Thank you and if you should have any questions, please do not hesitate to call.

Sincerely,



Kathy J. Wroblewski, Office Manager  
Nelson Construction Co of La Pointe, Inc.

Enclosure

RECEIVED

APR 5 2021

Initial - dg-mail

State of Wisconsin  
 Department of Natural Resources  
 PO Box 7921, Madison WI 53707-7921

# Waterway Marker Application and Permit

Form 8700-058 (R 11/06)

**Notice:** Collection of this information is authorized under s. NR 5.09, Wis Admin. Code. Failure to provide this information may result in removal of waterway markers. Personal information collected will be used to administer the Waterway Marker Permit program and may be provided to requesters as required by Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.].

**Instructions:** Refer to instructions and requirements on the back of this form. Complete this form and send to your local conservation county warden.

ID No. \_\_\_\_\_ Region \_\_\_\_\_  Placement  Discontinue  Change

**Jurisdiction**  
 City  Town  Village of LaPointe County of Ashland, Wisconsin.

**Section 1: Applicant** **Section 2: Property Owner**

Applicant Name David O. Kretzschmar Property Owner Name David O. Kretzschmar

Street Address 40136 State Hwy 169 Street Address 40136 State Hwy 169

City Mellen State WI ZIP Code 54546 City Mellen State WI ZIP Code 54546

Telephone Number (include area code) 715-492-2269 Telephone Number (include area code) 715-492-2269

Name of lake or body of water on which buoys are to be placed Lake Superior I consent to the placement of water marker(s) adjacent to the waters of my private property.

Location of Marker(s)  $\frac{1}{4}$   $\frac{1}{4}$   $\frac{1}{4}$  Section 28 Township 51N Range 02W E/W \_\_\_\_\_ Signature of Authorized Representative David O. Kretzschmar Date Signed 3/25/21

See attached

Type of Marker(s)	Qty.	Type of Marker(s)	Qty.	Message on Marker	Remarks
Aid to Nav. Center		Boat Excluded			
Aid to Nav. Red		Swim Area		SWIM AREA	Name of Beach:
Aid to Nav. Green		Controlled Area			
Mooring	<u>1</u>	Hazard Warning			
Non-standard or signs		Informational			

Describe: Property Address: 3348 Stockton Rd. LaPointe, WI 54814

Attach diagrams and maps showing the proposed location of the marker(s). Identify the exact location of the water marker(s) in distance from one or more fixed objects, whose location is known or provide the GPS coordinates of the marker(s) placement.

The above information provided in support of the application for placement of water marker(s) is true and correct.

Applicant (Printed Name) David O. Kretzschmar Signature of Applicant/Authorizing Representative David O. Kretzschmar Date Signed 3/25/21

**Section 3: Local Government Authorization**

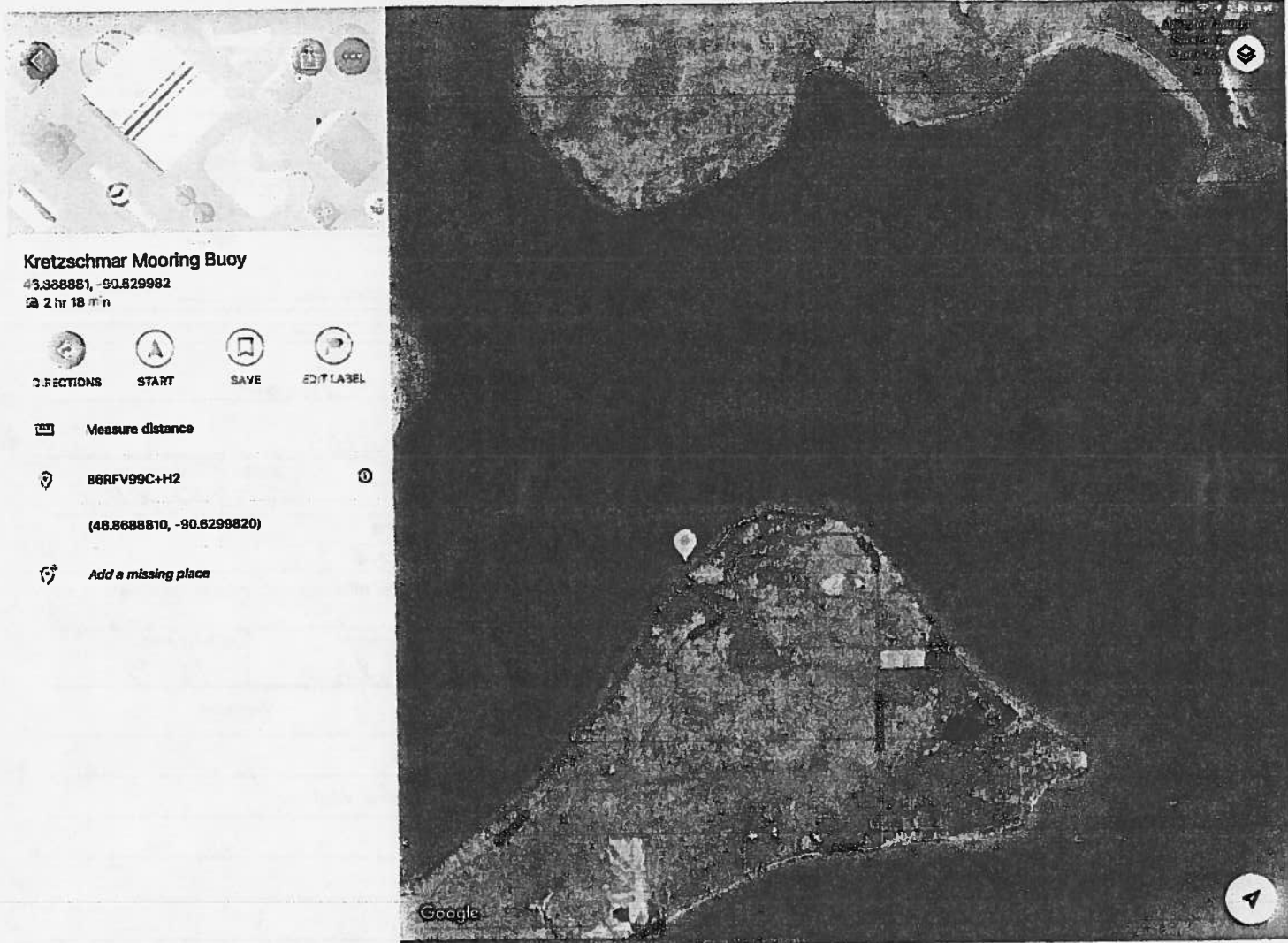
Approved - The above named applicant may place and maintain, subject to DNR approval, the above described marker(s).  
 Disapproved - The placement of the described marker(s) may not take place.

Name of Local Government or State Agency Town of LaPointe Restrictions  None  Yes - List restrictions:

Approved By (Printed Name) JAMES PATER SEN Title TOWN CHAIRMAN Approved By (Signature) \_\_\_\_\_ Date Signed \_\_\_\_\_

**DNR Use Only**

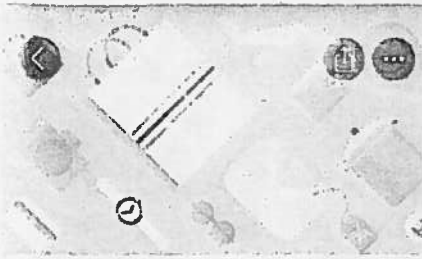
Warden's Recommendation <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Warden's (Printed) Name	Recreation Safety Warden <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Ordinance on File <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required	Warden's Signature	Signature _____ Date Signed _____
	Date Signed _____	Bureau of Law Enforcement <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved
		Signature _____ Date Signed _____



David HREZZOUM

Boat: TIARA Q44  
Length 45' 6"  
Beam 15'  
Operating Weight 28,500 lbs.





### Kretzschmar Mooring Buoy

43.868881, -90.629982  
2 hr 17 min

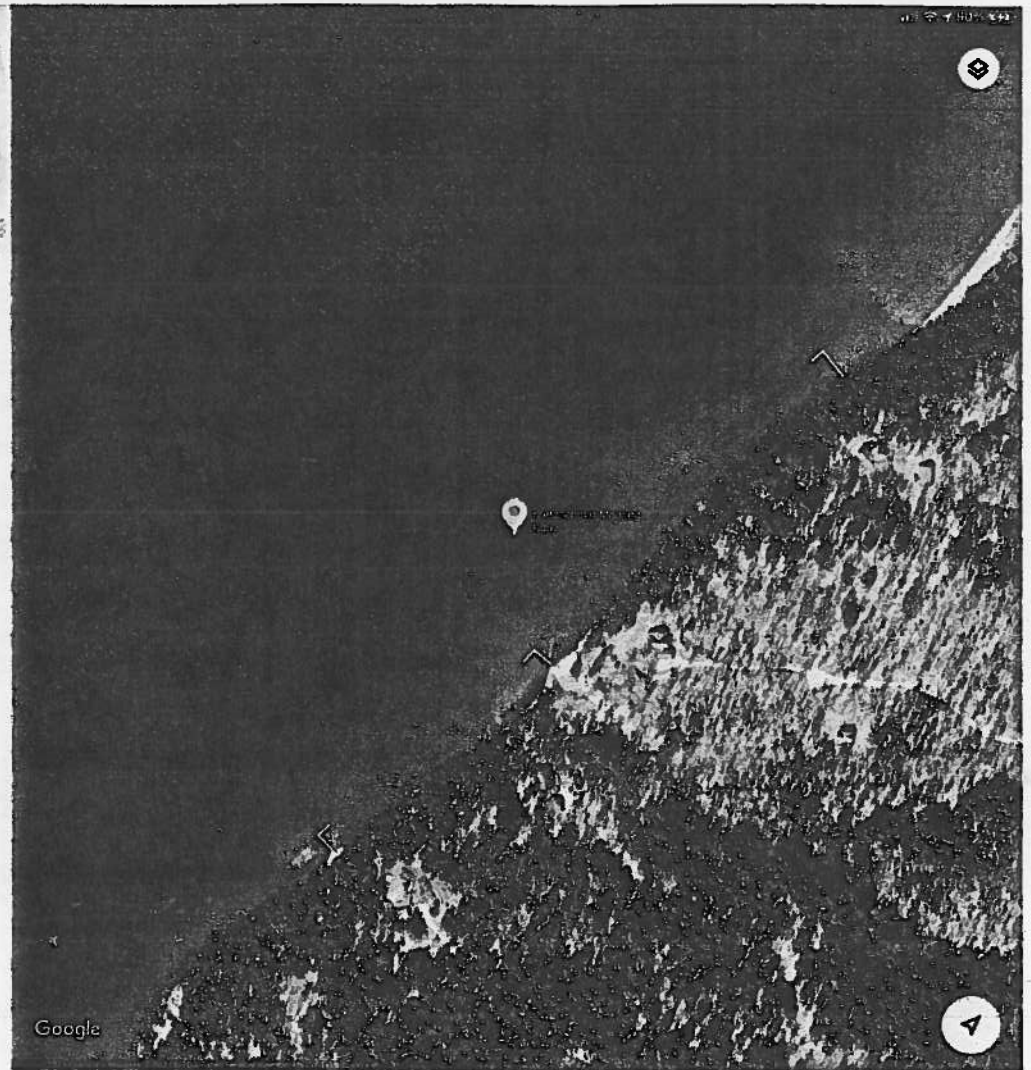
- RECTIONS
- START
- SAVE
- EDIT LABEL

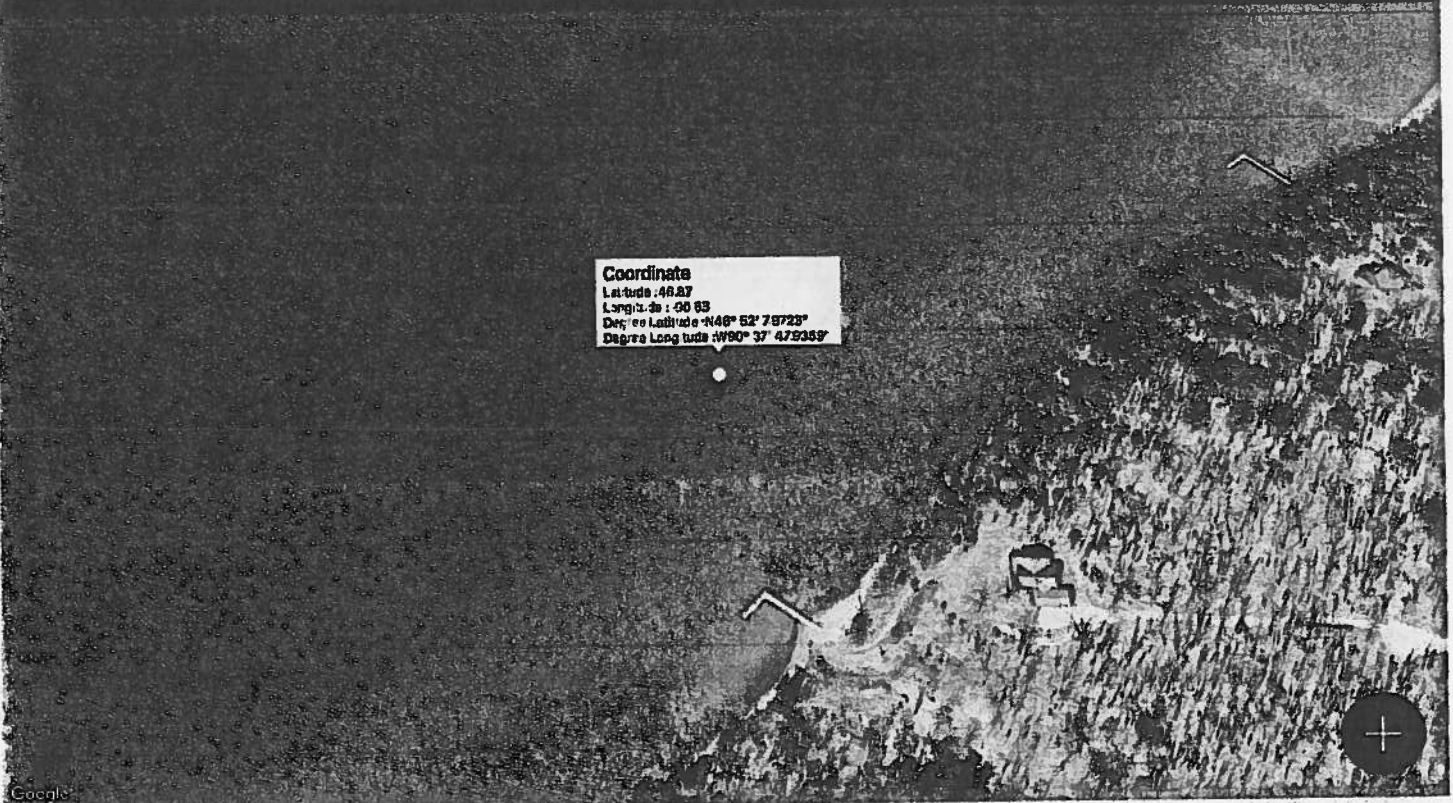
Measure distance

88RFV99C+H2

(43.8688810, -90.6299820)

Add a missing place





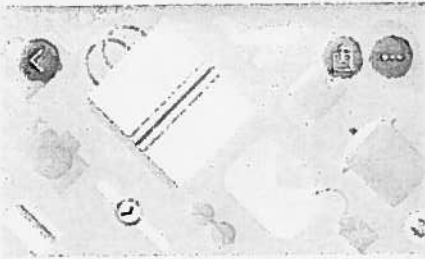
0.00  
Area

Copy Save Clear

**\$25 quicker than a fast break** **Play+**

SIGN UP FOR DONUS CASH

\*Click for full offer details



### Kretschmar Mooring Buoy

48.868881, -90.629982

2 hr 78 min

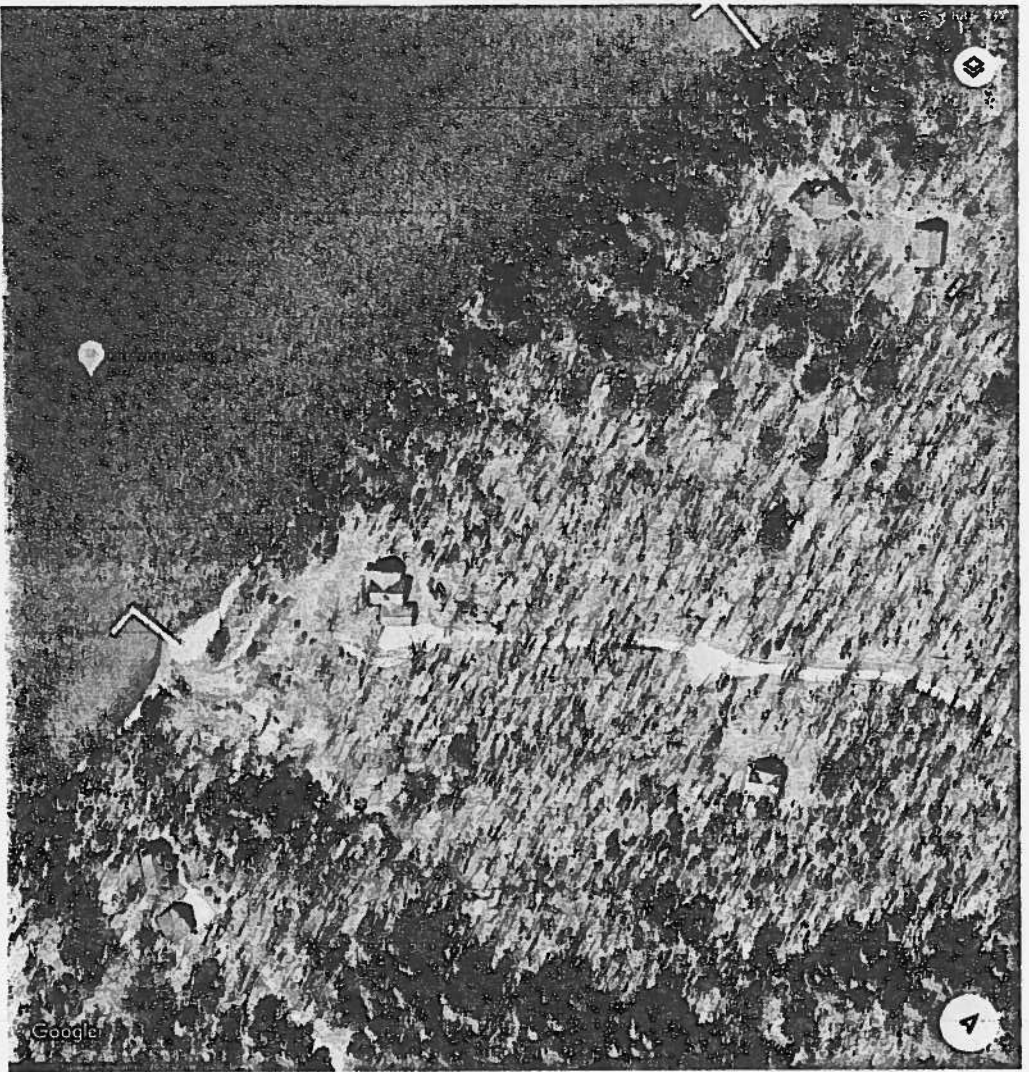
- ▶ DIRECTIONS
- ▶ START
- ▶ SAVE
- ▶ EDIT LABEL

Measure distance

36RFV99C+H2 ⓘ

(48.8688810, -90.6299820)

Add a missing place



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

TO: Town Board

FROM: Lisa Potswald

RE: Contract for Electrician Services to the Town

DATE: April 9, 2021

The Town has been contracting with Marissa Fish of Lakewind Electric for Master Electrician services. Marissa has closed her business and gone to work with Troy Nelson of La Pointe Construction.

The Town proposes to contract with La Pointe Construction for Master Electrician services at \$80/per hour effective 4/13/21. Ben will be available for the 4/13/21 meeting to answer any questions.

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APR 9 2021

Initial: lg

**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 La Pointe Construction (the "Contractor").

**RECITALS**

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

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

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

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

Electrical services by a Master Electrician as requested by the Town and specifically described on the purchase order.

The Contractor agrees to perform the Services to the satisfaction of the Town during the term of this Agreement.

Contractor to perform work as prescribed by the most current revision of the National Electrical Code.

**2. Payment.** In full consideration for the Services performed by the Contractor under this Agreement, the Town shall pay or cause to be paid to the Contractor a fee upon submission of an invoice to Town by Contractor and pursuant to the schedule:

Contractor will be paid \$80.00 per hour for the work described in Section 1 above. Contractor will be reimbursed for materials required for the work to be done as itemized on an invoice. Ferry fees billed in addition to hourly rate.

Along with its invoice, the Contractor shall submit adequate receipts and documentation as requested by the Town to support reimbursement of all previously agreed upon incidental or reimbursable expenses. All payments due Contractor shall be made on a net 30-day basis. The Contractor agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Town will not deduct such taxes from any payments to the Contractor hereunder.

**3. Dates of Service.** The services provided for herein shall be provided between 4/13/21 and 12/31/22.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Town:

Administrator  
Town of La Pointe  
PO Box 270  
La Pointe, WI. 54850  
[administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov)

To the Contractor:

Troy Nelson  
La Pointe Construction  
PO Box 599  
La Pointe, WI 54850  
[lapointeconstruction@gmail.com](mailto:lapointeconstruction@gmail.com)

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

The Town of La Pointe (the Town)

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

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

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

Full Legal Name of Contractor (the Contractor)

Signature: Troy Gerard Nelson

Printed Name: Troy Gerard Nelson

Title: Owner



(5)TB, Lisa, Barb, Micaela, Public  
+1

TO: Town Board

FROM: Lisa Potswald

RE: Transition Plan - DRAFT

DATE: April 7, 2021

Glenn Carlson, incoming Town Board Chair, and I have discussed a draft plan for a month's long orientation for the new Town Administrator. Below is a draft of what that might look like:

- Purchase new desk chair
- Cell phone/credit card

June 1 – June 4	June 7 – June 11	June 14 - June 18	June 21 – June 25	June 28 – July 2
Introduce to TH staff	Budget	Community mtgs*	Performance Evals with staff	
Go through TH operations with staff	Set up times to go to staff locations/mtgs	Dept Heads mtg		
Review what is on TA's plate (projects/priorities)	Contracts, leases, agreements	Committees/ Work Groups		
Instruct on computer, filing, what is where	Go through job description	Budget		
Town Board mtg prep and process/TA report	Policies and procedures			
Read WTA handbook	Budget			
Public Arts Committee mtg				

- Meetings with public:
  - MIFL
  - Chamber - Sharon
  - Nelson Construction
  - Ron Madich
  - Coffee Shop - Marie
  - Beach Club – Jay, Erin
  - Lori's Store – Rick/Lori
  - MIYC - Mary

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APR 7 2021

Initial: lg



# #2020-0324 ALTERNATIVE CLAIMS

(5) TB, Lisa, Barb, Miccaula,  
March 2021 Carol, Public

Date	Payable to Who	Check #	Amount	Description
3/9/2021	Abhold, Joseph	78747	78.96	3/2/2021 mileage Duluth Bobcat/ESB
""	Andreas, Tyler	78748	60.00	FIRE DEPT TRAINING NETWORK
""	Andres Medical Billing, LTD	78749	22.50	Feb Ambulance ollections \$150 x 15%
""	Anich, Wickman & Lindsey, S.C.	78750	756.35	Feb Town Dock, Cell Tower, Mattingly, PD
""	Bayfield Ace Hardware	78751	199.00	RDS Steamer parts, shop blades, SRE door
""	Bayfield County Fire & Em Asso	78752	700.00	Ambulance 2021 Membership
""	Bayfield County Fire & Em Asso	78752	-700.00	Ambulance 2021 Membership VOIDED
""	Berghammer Builders, Inc.	78753	41,921.60	Pay request #9 - 1/28/2021
""	Berghammer Builders, Inc.	78753	66,811.94	Pay request #10 ESB - 3/31/2021
""	Bobcat of Duluth	78754	4,550.00	MRF Bobcat engine #512216487 PO#2021-12
""	Brown Plumbing & HVAC, Inc.	78755	9,148.50	ESB Plumbing Pay Request #6
""	Brown Plumbing & HVAC, Inc.	78755	13,280.98	ESB HVAC Pay request #6
""	Chicago Iron	78756	50.00	RDS Cylinder #125-C25 purchased
""	DSC Communications, Inc.	78757	72.00	Fire Dept 4 belt clips
""	DSC Communications, Inc.	78757	256.50	RDS 3 antennas for #220 #444 & #410
""	Emergency Medical Products	78758	623.19	Ambulance stock Padi pads Airway, Thermo
""	Evan & Evan Landscaping,	78759	200.00	ESB Moving FD breathing air compressor
""	Ferguson Enterprises Inc. #1657/#15	78760	306.04	FD Hydrant hand pump
""	Five Star Electric, Inc.	78761	6,902.64	ESB Outfitting electrical for security,
""	Five Star Electric, Inc.	78761	14,630.00	ESB Pay request #6
""	Grainger, Inc.	78762	489.63	ESB 3 Soap dispensors, 4 soap cartridge
""	Jefferson Fire Safety	78763	836.00	FD 4 step chocks
""	Jefferson Fire Safety	78763	7,495.00	FD Gear Dryer PO#2020-69
""	L & M Fleet Supply	78764	165.87	RDS shop ties, glue, paints ESB Floor ta
""	Madeline Island Yacht Club	78765	926.23	Husky hull, Ice Rescue Binoculars, MRF
""	Menards - Superior	78766	653.70	ESB PO#2021-18 Hand cart, tables Chairs
""	NAPA - Washburn	78767	813.24	Rds parts, MSD, Shop, MRF wiper blades
""	Northern State Bank	78768	11,547.53	Payment #27/60
""	Norvado, inc.	78769	1,357.95	March 2021 Phones, Fax, DSLs
""	Olson Building Materials	78770	150.00	FD Unload 5 crates & deliver ockers,
""	Stainless Specialists, Inc.	78771	649.00	FD Fabricate for "Dale" shelving
""	The Horton Group	78772	17,884.00	2nd Qtr 2021 Gen Ins TO BE RECODED
""	The Horton Group	78772	887.00	2020 Work Comp audit increase
""	ULine	78773	1,525.48	ESB Janitor Cart, trash Recycle cans Brooms
""	VantageFlex, LLC	78774	52.00	March 2021 Flex Admin
""	Verizon Wireless	78775	246.46	Cell phones, PD jet paks, Rds iPads
""	Wendel Architecture, P.C.	78776	1,277.00	-12/31/2020 Admin & expenses
""	Wendel Architecture, P.C.	78776	20,981.87	Construction admin, expenses
""	Windsled Transport, Inc.	78777	1,600.00	2/22-3/7/2021 Van service
""	Xerox Corporation	78778	46.63	1/21-2/22/2021 8,478 copies
""	YWS Technology, LLC	78779	2,600.00	2021 Compter Contract, 1 2TB hard drive
3/11/2021	Bayfield-Ashland Counties EMS	78780	700.00	replace voided ck#78752

3/09/2021 TB Meeting vouchers:

\$232,754.79

Under Resolution #2020-0324

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dg

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
3/23/2021	Brummer Company	78788	476.00	200 gals propane @ \$2.38 Cadotte house
""	Cardmember Service (BLN)	78789	1,268.27	IceRescue GPS,ESB outfitting, CD persona
""	Cardmember Service (LP)	78790	500.80	WTA conference,Amb backgrnd,PropanePlans
""	Cardmember Service (TWE)	78791	979.59	FFP grant, ESB outfitting, FD items
""	Cardmember Service (WJD)	78792	159.01	Amazon range bag, squad gas x2,web cam
""	Cardmember Services (PAW)	78793	360.04	Amazon shop tools, Amazon, OverLimitFee
""	Cardmember Services - (BTS)	78794	860.14	Amazon grippers,EverBlads,ESB Janitorial
""	Charlie's Locksmith Service, LLC	78795	12,227.30	PO#2020-55 Locking system+fobs, add key
""	Deere Credit, Inc.	78796	1,815.17	Leased #444 Pay #21/36
""	DOI/BLM	78797	192.15	FFP grant guides,posters
""	Duet Resource Group	78798	25,210.65	ESB Furniture Mtg, FD & Amb offices
""	Emergency Medical Products	78799	264.54	2 each combo kits new EMTS
""	Evan & Evan Landscaping,	78800	250.00	Genie TX-50 rental OldFort Tree trimming
""	GCS Software	78801	350.00	2021 tax collection software
""	Gear Grid Corporation	78802	17,670.00	30 red lockers with top shelves, secure b
""	Grainger, Inc.	78803	109.79	Roads channel toggles, etc.
""	Island Septic	78804	110.00	3/3/2021 SRE pumpout
""	JB Systems, LLC	78805	149.85	Feb-April 2021 Web-site hosting
""	Jefferson Fire Safety	78806	1,500.00	Move SCBA system to new ESB
""	L & M Fleet Supply	78807	332.52	BBTP supplies, ESB air hose
""	L & M Fleet Supply	78807	13.64	FD Hse reel parts
""	L&S Electric, Inc.	78808	569.95	FD hose reel motor, etc.
""	Lakeside Products, Inc.	78809	1,121.00	Parks - paper & cleaning products
""	LaPointe Community Clinic, Inc	78810	203.28	2nd dose 10 FD, 1 amb:1st dose Amb 1
""	M.I. Marathon, Inc.	78811	2,200.00	Refunds
""	McMaster-Carr Supply Co.	78812	103.69	MRF Bobcat hoses & fittings
""	McMaster-Carr Supply Co.	78812	284.19	FD Hose reel: wheel, roller,housing,cabl
""	Midland Truck & Tractor Services	78813	142.50	MRF Rolloff DOT Check
""	MY-LOR, Inc.	78814	525.00	68 Aluminum printed accountability tags
""	Nelson Construction, Inc.	78815	13,137.50	1/27-3/9/2021 Ice Road
""	Superieur Petrol, LLC	78816	1,066.67	374.80 gals gas @ \$2.846 delivered
""	ULine	78817	967.50	12 WTB air filters, 6 ESB floor mats
""	ULine	78817	252.09	ESB metal 21 gal trash can
""	UW-Extension ETN Registration	78818	45.00	2021 BOR Hearing & Printed materials
""	Wal-Mart Community BRC	78819	443.80	Ice Rescue lights handheld GPS, ESB misc
""	Wal-Mart Community BRC	78819	270.92	Police & Amb ESB outfitting, Amb sn
""	Windsled Transport, Inc.	78820	1,808.00	3/8-3/12/2021 Transport 1 van, 4 sleds
""	Wisconsin Towns Association	78821	10.00	Classified ad - audit services 1 month
""	Xcel Energy, Inc.	78822	428.72	Cemetery, Cadotte hsing, Street lights
""	Xcel Energy, Inc.	78822	2,680.33	-3/9/2021 electrics
<b>3/23/2021 TB Meeting vouchers:</b>			<b>\$91,059.60</b>	<b>Under Resolution #2020-0324</b>

**MARCH 2021 TOTAL:**  
**Processed under R#2020-0324**

**\$323,814.39**

(5) TB, Lisa, Barb, Micaela,  
+1 Carol, Public

### ALTERNATIVE CLAIMS 2021

Date	Payable to Who	Check #	Amount	March 2021 Description
3/2/2021	Dept of Employee Trust Funds	EFT#2021-04	17,070.34	April Health Insurance
3/10/2021	Bremer Bank	EFT#1	13,472.45	Loan Pay #4/#5 2017 FD Eng#3
3/11/2021	Oasis Payroll #5		41,086.19	Payroll ending 3/06/2021 taxes & fees
3/11/2021	Employer/Deferred Comp	EFT#6057	100.00	Payroll #05 Deferred Employee Contrib
3/11/2021	Unemployment Insurance	78781	2,607.76	February 2021 Parks
3/25/2021	Oasis Payroll #6		29,678.76	Payroll ending 3/06/2021 taxes & fees
3/25/2021	Employer/Deferred Comp	EFT#6058	100.00	Payroll #05 Deferred Employee Contrib
3/25/2021	Wisconsin Retirement System	EFT#2021-03	9,344.60	March retirement & employee contributions
3/25/2021	Wisconsin Dept. of Revenue	EFT#2021-02	1,322.61	Feb sales tax calculated
3/26/2021	DNR Accounts Receivable	78823	1,741.52	Fire Dept FFP Grant purchase
3/30/2021	On The Rock Roofing, LLC	78824	12,510.00	60% deposit on THall painting

<b>MARCH 2021 TOTAL:</b>	<b>\$129,034.23</b>
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APR 1 2021

dg

(5)TB, Lisa, Barb, Micaela,  
+1  
Carol, Public

## ALTERNATIVE CLAIMS 2021

## MI Library

March 2021

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
3/16/2021	Library Board approved vouchers		1,049.02	
3/19/2021	Cardmember Services (LS)	78782	91.64	Axels skates sharpened, Adobe
" "	Kaiser, Riley	78783	225.00	1/8-1/29 programming
" "	L & M Fleet Supply	78784	159.00	Toilet
" "	Minnesota Elevator, Inc.	78785	372.40	March-May maintenance
" "	New York times	78786	20.00	Balance subscritpion
" "	Norvado, Inc.	78787	180.98	March phones, fax, DSL

**MARCH 2021 TOTAL:** **\$1,049.02**

**\$0.00**

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APR 1 2021  
ds

T35 Lisa, Barb, Micaela  
public

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY MARCH 23, 2021  
5:30 PM AT TOWN HALL  
Draft Minutes**

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

**Staff Present:** Town Administrator Lisa Potswald, MRF Supervisor Marty Curry, Recycling Specialist Joe Abhold, Roads Crew Evan Erickson, Officer Richard Laakonen, Elected Clerk Micaela Montagne

**Public Present:** Rachel Bauman, Carol Neubauer, Debbie Knopf, Gwen Smith Patterson, Ronnie Harrold, Julie S. North, Mary Whittaker, Charley Brummer, Paul Brummer

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

**I. Public Comment A\*:** Paul Brummer commented on having the street cuts and patches black topped when they do the parking lot at the Emergency Services Building.

Motion to move agenda item IV. C. 1. Up to now in the agenda, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**IV. Public Works**

**C. Materials Recovery Facility (MRF)**

1. St. John's Church Proposal for MRF Exchange: a committee created by St. John's Church and Woods Hall Craft Shop (Rachel Bauman, Carol Neubauer, Debbie Knopf, Gwen Smith Patterson, Ronnie Harrold, Julie S. North, and Mary Whittaker) presented their proposal for the 'Island Closet' in place of the Exchange. In 2021 it will be open from May 15 to October 10 on the days the MRF is open (currently Monday, Wednesday, Saturday). Items will be donated, and they will ask for donations on all items. St. John's will manage the operation, leasing the building from the Town. Consensus to move forward, a contract/ lease to be on the next agenda.

Motion to return to the agenda (item II), G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

**II. Town Administrator's Report:** Report prepared and presented by Lisa Potswald dated March 19, 2021 placed on file by Unanimous Consent.

**III. Open Bids**

A. Open Bids: Passenger Shelter: One bid received from On the Rock Roofing for \$77,650.

B. Open Bids: Town Hall Floor Replacement: One bid received from On the Rock Roofing for \$20,500

C. Open Bids: Paint Inside Town Hall: One bid received from On the Rock Roofing for \$20,850

D. Open Bids: Paint Library Exterior: Two bids received, one from On the Rock Roofing for \$41,425, the second from Julie S. North for \$45,500.

#### **IV. Public Works**

##### **A. Roads, Dock, Harbor**

1. Resolution #2021-0323: Preliminary Resolution to Levy Special Assessments for Improvements on Big Arns Road and Briars Road: Motion to approve the resolution as presented, M. Anderson/ J. Carlson, all 5 Ayes, Motion Carried.

2. Clerk's Report on Big Arns Road and Briars Road: Motion to approve the report as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

3. Big Arns Road and Briars Road Costs and Special Assessment Process: Will schedule the public hearing at the next meeting.

Motion to move agenda item IV. A. 4. After item X. C. M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

##### **B. Parks: Nothing at this time.**

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

2. MRF Truck Research Trip Proposal: Joe Abhold and Evan Erickson present to discuss going to Florida to look at two different used roll off trucks, and to possibly purchase one if it looks good. Motion to approve Joe A. and Evan E. to go to Florida to research trucks and take a check with them if it works out to purchase one, J. Carlson/ M. Anderson, 5 ayes, Motion Carried.

##### **D. Airport**

1. Federal Stimulus Act Funding for the Airport: the Town could get up to \$9,000 to cover airport costs. Motion to approve and have Town Chair sign, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

##### **E. Greenwood Cemetery: Nothing at this time.**

#### **V. Committees/ Boards**

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

1. Zoning Administrator's Report: Report prepared by Ric Gillman for March 2021 placed on file by Unanimous Consent.

2. Certified Survey Map M.I.F. Inc. John Wagensteen: Parcel #014-00103-0300 - SE ¼ NE ¼ South of North Shore Less Certified Surveys 676 & 677 Sec. 15 T50N R3W 19.03A, Parcel # 014-00104-0000 - NE ¼ SE ¼ Sec. 15 T50N R3W 40A V 655 Pg. 959, Parcel # 014-00105-0000 - SE ¼ SE ¼ Sec. 15 T50N R3W 40A V 655 Pg. 959: This makes three parcels two, meets zoning requirements and has been approved by the Town Plan Commission. Motion to approve the Certified Survey Map as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

##### **B. Library Board**

1. Appoint Members to Community Center Work Group: Motion to appoint seven members as recommended by the Library Board; Marnie Myhre, Julie Stryker, Sam Dobson, Cedar Shemke, John Maday, Jim Rogers, and Peggy Rotkenetz, and that the committee have a sunset of 12/31/2021 unless extended by the Town Board, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.



## **VI. Town Hall Administration**

A. Accounting Administrator's Report: Motion to accept the report prepared by Barb Nelson for March 2021, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

B. Grant Updates: None.

C. Town Administrator Hiring Process and Updates: the two finalists will be on the Island Friday and Saturday 3/26-3/27 to meet staff and interview.

D. Public Officials Bond Coverage/ Policy: Motion to approve the policy with Horton Group/ Liberty Mutual with \$100,000/ \$50,000 coverage for \$890/ year, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Agenda Items for the Annual Town Meeting, April 20, 2021

1. 2020 Annual Financial Report: Motion to approve the report as presented, S> Brenna/ J. Carlson, 5 Ayes, Motion Carried.

2. Approval of Minutes

3. Other Items: construction of a shed at Greenwood cemetery, construction of an outdoor classroom at the Library, land swap with Evan Erickson.

F. Post Office Operation Concerns: Discussion on sending a letter to state legislators to let them know the Town's concerns on having consistent mail and availability as we are on an Island. Lisa to draft a letter for review.

G. Fourth of July 2021 Events/ Fireworks: The Madeline Island Chamber of Commerce asked the Town Board what their thoughts are on having the fireworks but no other events on the fourth of July. Discussion that it would be good to look at what other communities are doing, and not be the only place in the region having fireworks as it could draw a crowd, otherwise the Town Board is uncertain if they would approve a fireworks permit for this year.

H. Ashland County Proposed Yearly Fee for all Septic Systems: The County Board is considering an \$8.00 annual added charge to the taxes of those with septic systems (holding tanks, mounds included). Discussion on why they are adding it to taxes and not covering costs with fees etc.

## **VII. Minutes**

A. Regular Town Board Meeting March 9, 2021: Motion to approve minutes as submitted, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. Special Town Board Meeting March 11, 2021: Motion to approve minutes as submitted, G. Carlson/ S. Brenna, 4 Ayes, 1 Abstain (J. Carlson), Motion Carried.

## **VIII. Emergency Services**

A. Ambulance Director's Report: Report prepared by Cindy Dalzell dated March 17, 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building (ESB): Going well with move in.

C. Emergency Services Building Policies and Procedures: Discussion that the Emergency Services already viewed and signed the policy prior to it being approved by the Town Board. Lisa wanted the members of the departments to be aware of the policies, even if changes were going to be made as they were moving in to the building. Discussion about changing 'should' to 'shall' or 'must' throughout the document as well as adding that any exceptions to the policy must be explicitly approved by the Town Board. Motion to approve the policy and procedures

for the Emergency Services Building with the changes, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**IX. Public Comment B\*\*:** Charley Brummer commented on the MRF truck and trip to Florida, and to research the cost effectiveness of self-hauling vs. contracting out. He also encouraged the letter to be written to legislators regarding the Post Office concerns. Paul Brummer commented that the sextons should be involved in picking out the shed for the cemetery, and that the Ashland County Septic fees will be for anyone with a septic system, not just a septic tank.

**X. Lawsuits & Legal Issues**

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

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

Motion to go into closed session to discuss items X. C. and IV. A. 4., G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

C. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300

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

**IV. Public Works**

A. Roads, Dock, Harbor

4. SmithGroup Billing Discrepancies 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 to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

Motion to return to open session, M. Anderson/ G. Carlson, 5 Ayes, Motion Carried.

**XI. New Agenda Items for Future Meetings:** St. John's Island Closet contract/ lease, post office letter, airport ordinance, public hearing for Big Arns and Brians Roads.

**XII. Adjourn:** Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 7:20pm.

Submitted by Micaela Montagne, Town Clerk

TR(5)+1 Lisa, Barb,  
Micaela, public

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
Town Administrator Candidate Interviews  
SATURDAY MARCH 27, 2021  
8:30am at Town Hall  
Draft Minutes**

**Town Board Members Present via Teleconference:** Jim Patterson (in at 8:45), Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson

**Staff Present:** Lisa Potswald, Elected Clerk Micaela Montagne

**Public Present:** Kevin Brunner of Public Administration Associates

**Called to Order:** 8:40am

Motion to go into closed session, S. Brenna/ M. Anderson, 4 Ayes (J. Patterson not present yet), Motion Carried.

**1. Review Town Administrator Applications with Public Administration Associates (PAA) 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 return to open session, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

**2. Next Steps in Town Administrator Hiring Process:** Motion to approve having PAA negotiate the employment agreement with the selected candidate, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

**3. Adjourn:** Motion to adjourn, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 11:56am.

Submitted by Micaela Montagne, Town Clerk.

TB 5:11 Lisa, Bawls  
Micaela, public

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
TUESDAY MARCH 30, 2021  
5:00pm at Town Hall  
Draft Minutes**

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

**Staff Present:** Lisa Potswald, Elected Clerk Micaela Montagne

**Called to Order:** 5:00pm

1. Public Comment: None.
2. Award Bid for Town Hall Floor Replacement, Contract with On the Rock Roofing  
Motion to award the bid to On the Rock Roofing (contract will be on the next regular agenda), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
3. Award Bid for Paint Inside Town Hall, Contract with On the Rock Roofing  
Motion to award the bid to On the Rock Roofing, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Motion to approve the contract (\$20,850) with On the Rock Roofing and have J. Patterson sign, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
4. Award Bid for Painting Library Exterior, Contract with On the Rock Roofing  
Motion to award the bid to On the Rock Roofing (contract will be on the next regular agenda), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
5. Reject Bid for Passenger Shelter, Repost Request for Bids for Passenger Shelter: the bid received came in way over budget. Discussion on asking the bidder why this is so. Motion to reject the bid and report the Request for Bids, M. Anderson/ G. Carlson, 4 Ayes, 1 Nay (J. Carlson), Motion Carried.
6. Adjourn: Motion to adjourn, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried. Adjourned at 5:10pm.

Submitted by Micaela Montagne, Town Clerk.

TR5 +1 Lisa, Banks,  
Micaela, public

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
THURSDAY APRIL 1, 2021  
5:00pm at Town Hall  
Draft Minutes**

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

**Staff Present:** Lisa Potswald, Elected Clerk Micaela Montagne

**Called to Order:** 5:01pm

1. Public Comment: None.

Motion to go into closed session to discuss both agenda items posted, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**2. Discussion About Possible Real Estate Purchase**

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.

**3. Town Administrator Employment Contract – Additional Conditions**

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

Motion to approve the Town Administrator Employment Agreement (for the new Town Administrator starting June 1, 2021) with modifications, J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

4. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:41pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) + 1 Lisa, Barb, Mike  
Purina

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
WEDNESDAY APRIL 7, 2021  
5:30pm at Town Hall  
Draft Minutes**

**Town Board Members Present via Teleconference:** Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson  
**Staff Present:** Elected Clerk Micaela Montagne  
**Called to Order:** 5:30pm

1. Public Comment: None.
2. Lease Agreement between the Town of La Pointe and St. John's United Church of Christ for the 'Island Closet' Building: Motion to approve the Lease Agreement for 4/15/2021 to 10/15/2021 for \$1.00, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.
3. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 5:34pm.

Submitted by Micaela Montagne, Town Clerk.



(5) 115, USA, Barb, Micaela, Bill, Public  
+1  
**LA POINTE POLICE DEPARTMENT**

**MADELINE ISLAND**  
270 MAIN STREET  
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913  
FAX: (715) 747-3096  
police@townoflapointewi.gov

**To:** Town Board  
**From:** William Defoe  
**Date:** 4/8/2021  
**Re:** Monthly Police Report for April 2021

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

58 Incidents/Complaints (calls for service)  
27 Citizen Assists  
0 Accidents  
0 Civil Process  
0 False Alarm  
0 Call out  
1 Animal Calls  
0 Parking Citations

=

What can we say, March was the end of the ice road but at least we got most of one this year as driving to the crack was not the most ideal but it worked. There were still a few tourists that drove over the crack, a couple even got stuck over there. Calls were slightly up, but I credit that to more people coming over when the ferry started back up.

The last few weeks of the month were dedicated of moving into the new Emergency Services Building. We went through a lot of things and are still working out the kinks in the new digs. It is amazing on how fast spaces fill up and it will take some time to make things just right.

Most of the officers are going to WITC in Ashland for their 24 hours of mandatory training in April, as I have to cover the island while they are there, I will be headed to WITC in Rice Lake in May. After that, the department is good with mandatory training for the fiscal training year that ends June 30<sup>th</sup>. We will still be doing some inhouse training as well.

As the bars are looking at opening back up, we will have to have the conversation in the near future on staffing for the police department. Last fall I was told to not replace my 3<sup>rd</sup> full time officer, at the time with covid keeping bars closed it was not a big deal. Now that things are ramping back up, bars are opening again, we will not be able to cover the island they way we had been in the past with our current staffing. I have been trying to recruit part time officers, but it has not been successful. I will be putting out a more thorough memo soon.

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

RECEIVED

APR 8 2021

Initial: cg

(5) TB, Lisa, Barb, Micaela,  
+1 Bill, Cindy, Rick, Ben,  
Public

TO: Town Board

FROM: Lisa Potswald

RE: Emergency Services Building Substantial Completion

DATE: April 5, 2021

Attached you will find Certificates of Substantial Completion for the ESB project for Berghammer Builders, Five Star Electric, and Brown Plumbing and Heating.

A Certificate of Substantial Completion is used to record the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected following substantial completion, and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner, and the list of items to be completed or corrected is attached. This document also triggers the date of commencement of applicable warranties.

Work listed to be completed:

Five Star Electric: Outside light poles need to be installed with concrete foundation. Enclose conduit within the pump house with concrete. O&M manuals need to be delivered to the owner.

Brown Plumbing: Pressure regulators for gas connections needed. O&M manuals need to be delivered to the owner.

Brown Plumbing (HVAC): Test and balance certification needed. O&M manuals need to be delivered to the owner. Tag valves and equipment with plastic or brass tags. Provide enclosure for manifolds.

Berghammer Builders: The door to the pump house needs painting. The front stoop needs repair. Touch up paint on exterior. Touch up paint on door frame. Sprinkler system certification. O&M manuals need to be delivered to the owner.

Wendel will continue to be involved through project closeout. Nelson Construction still has work to complete on their contract in addition to the work outlined above.

Robert Krzyzanowski, Wendel's architect for this project, has signed off on the certificates, as has each contractor. I suggest that the Town Board consider approving the Town Board Chair to sign the certificates.

RECEIVED

APR 5 2021

Initial dg



# AIA Document G704™ - 2017

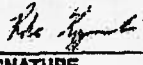
## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Town of La Pointe Fire Station 320 Big Bay Road La Pointe, WI 54850	<b>CONTRACT INFORMATION:</b> Contract For: Electrical Construction  Date: May 27, 2020	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: March 9, 2021
<b>OWNER:</b> <i>(name and address)</i> Town of La Pointe PO Box 270 240 Big Bay Road La Pointe, WI 54850	<b>ARCHITECT:</b> <i>(name and address)</i> Wendel Architecture, PC 375 Essay Road, Suite 200 Williamsville, NY 14221	<b>CONTRACTOR:</b> <i>(name and address)</i> Five Star Electric, Inc. 522 Sanborn Avenue Ashland, WI 54806

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

All project components

Wendel Architecture, PC ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Robert W. Krzyzanowski Director of Emergency Services PRINTED NAME AND TITLE	March 9, 2021 DATE OF SUBSTANTIAL COMPLETION
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### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

N/A

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

Outside light poles need to be installed with concrete foundation. Enclose conduit within the pump house with concrete. O&M manuals need to be delivered to the owner.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$6,500.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

Contractors insurance needs to remain in place until final completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Five Star Electric, Inc.  
CONTRACTOR (Firm  
Name)



SIGNATURE

Town of La Pointe President 3/30/2021

PRINTED NAME AND TITLE

DATE

Town of La Pointe  
OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

# AIA Document G704™ - 2017


## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Town of La Pointe Fire Station 320 Big Bay Road La Pointe, WI 54850	<b>CONTRACT INFORMATION:</b> Contract For: Plumbing Construction  Date: May 27, 2020	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: March 9, 2021
<b>OWNER:</b> <i>(name and address)</i> Town of La Pointe PO Box 270 240 Big Bay Road La Pointe, WI 54850	<b>ARCHITECT:</b> <i>(name and address)</i> Wendel Architecture, PC 375 Essjay Road, Suite 200 Williamsville, NY 14221	<b>CONTRACTOR:</b> <i>(name and address)</i> Brown Plumbing and HVAC 522 Sanborn Avenue Ashland, WI 54806

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

All project components

<u>Wendel Architecture, PC</u>		<u>Robert W. Krzyzanowski</u>	<u>March 9, 2021</u>
<b>ARCHITECT</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE OF SUBSTANTIAL COMPLETION</b>

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

N/A

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

Pressure regulators for gas connections needed. O&M manuals need to be delivered to the owner.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$2,500.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

Contractors insurance will remain in place until final completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Brown Plumbing and  
HVAC  
CONTRACTOR (Firm  
Name)



SIGNATURE

Tony Brown (CE)  
PRINTED NAME AND TITLE

3/30/21  
DATE

Town of La Pointe  
OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

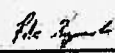
DATE

# AIA® Document G704™ – 2017

## Certificate of Substantial Completion

<b>PROJECT: (name and address)</b> Town of La Pointe Fire Station 320 Big Bay Road La Pointe, WI 54850	<b>CONTRACT INFORMATION:</b> Contract For: HVAC Construction  Date: May 27, 2020	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: March 9, 2021
<b>OWNER: (name and address)</b> Town of La Pointe PO Box 270 240 Big Bay Road La Pointe, WI 54850	<b>ARCHITECT: (name and address)</b> Wendel Architecture, PC 375 Essjay Road, Suite 200 Williamsville, NY 14221	<b>CONTRACTOR: (name and address)</b> Brown Plumbing and HVAC 522 Sanborn Avenue Ashland, WI 54806

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*  
 All project components

Wendel Architecture, PC		Robert W. Krzyzanowski Director of Emergency Services	March 9, 2021
ARCHITECT (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion. If any, and indicate their date of commencement)*  
 N/A

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

Test and balance certification needed. O&M manuals need to be delivered to the owner. Tag valves and equipment with plastic or brass tags. Provide enclosure for manifolds.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$3,000,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage)*  
 Contractors insurance needs to remain in place until final completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Brown Plumbing and  
HVAC  
CONTRACTOR (Firm  
Name)



SIGNATURE

Tony Brown CEO  
PRINTED NAME AND TITLE

3/30/2021  
DATE

Town of La Pointe  
OWNER (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

# AIA Document G704™ – 2017

## Certificate of Substantial Completion

<b>PROJECT: (name and address)</b> Town of La Pointe Fire Station 320 Big Bay Road La Pointe, WI 54850	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: May 27, 2020	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: March 9, 2021
<b>OWNER: (name and address)</b> Town of La Pointe PO Box 270 240 Big Bay Road La Pointe, WI 54850	<b>ARCHITECT: (name and address)</b> Wendel Architecture, PC 375 Eszjay Road, Suite 200 Williamsville, NY 14221	<b>CONTRACTOR: (name and address)</b> Berghammer Builders, Inc. 5702 W. Clayton Avenue PO Box 132 Clayton, WI 54004

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*  
 All project components

Wendel Architecture, PC ARCHITECT (Firm Name)	 SIGNATURE	Robert W. Krzyzanowski Director of Emergency Services PRINTED NAME AND TITLE	March 9, 2021 DATE OF SUBSTANTIAL COMPLETION
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### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*  
 N/A

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The door to the pump house needs painting. The front stoop needs repair. Touch up paint on exterior. Touch up paint on door frames. Sprinkler system certification. O&M manuals need to be delivered to the owner.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$5,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*  
 Contractor's insurances will remain in place until final completion.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Berghammer Builders, Inc.  
CONTRACTOR (Firm  
Name)

*Ron Lehners*  
SIGNATURE

*Ron Lehners - P.M.*  
PRINTED NAME AND TITLE

*3/30/2021*  
DATE

Town of La Pointe  
OWNER (Firm Name)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE