

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

# Memo

**To:** Town Board  
**From:** Barb Nelson, Accounting Administrator/Deputy Clerk  
**CC:** Micaela Montagne, Town Clerk  
Carol Neubauer, Town Treasurer  
Michael Kuchta, Town Administrator  
Dept. Heads  
**Date:** Wednesday, June 2<sup>nd</sup>, 2021  
**Re:** Resolutions for Legal Services

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The current Resolution (#2015-1222C) for Contracting with Legal Services needed to be updated. The original resolution granted authority to a wide range of positions to contact the Town's attorney, with some having no need to contact the employment attorney.

We felt that perhaps it would be better to separate authorization contact for general attorney services (Anich, Wickman & Lindsey, S.C.) and the employment firm (von Briesen & Roper, S.C.).

Therefore, Resolution #2021-0608 was drafted for authorizing certain positions to contact the Town's general attorney and Resolution #2021-0608A was drafted for authorizing a limited number of positions to contact the Town's employment attorney.

The items highlighted in yellow are items/changes for the Town Board to consider:

What positions do you want to grant authority for each resolution?

How do you want to grant authority for others (if at all)?

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JUN 9 2021

Initial dg

=====TOWN OF LA POINTE=====

**Resolution #2021-0608**

**Authorization for Contacting the Town's General Services Attorney**

**WHEREAS**, the Town of La Pointe Board of Supervisors has determined that there are times that Town Supervisors, Elected Officials and Town Staff must contact the Town's Attorney (not Employment Attorney) to obtain legal advice relative to Town business; *and*

**WHEREAS**, the Town of La Pointe Board of Supervisors finds that it is in the best interest of the Town to authorize only certain persons to contact the Town's Attorney (general services attorney) so as to minimize expenses and repetition of questions; *and*

**WHEREAS** the following are authorized to directly contact the Town's Attorney (not Employment):

Town Board Members, Clerk, Chief of Police, Town Administrator  
Zoning Administrator Town Plan Commission Chair, Zoning Board of Appeals Chair  
Public Works Director  
Treasurer, Accounting Administrator  
Assessor

**FUTHER, BE IT RESOLVED**, that all other billable contact with the Town's general service attorneys is required to have a verbal or written authorization by a minimum of one Town Board member or the Town Administrator unless contact is pertaining to an active claim or suit and contact was initiated by the Attorney. Any individual who makes unauthorized contact will pay for all fees associated with these services. This resolution will be forwarded to the Town's general services attorney so that they clearly understand what the terms of the towns' relationship are, in regards to billing.

**FUTHER, BE IT RESOLVED**, that Resolution #2015-1222C is rescinded.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed \_\_\_\_\_

\_\_\_\_\_  
Glenn Carlson, Chair

Posted \_\_\_\_\_

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

\_\_\_\_\_  
Aimée Baxter, Supervisor

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

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

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

*\* Current \**

**RESOLUTION #2015-1222C**  
Authorization to Contract with Legal Counsel

**WHEREAS**, the Town of La Pointe Board of Supervisors has determined that there are times that Town Supervisors, Elected and Town Staff must contact the Town's Attorneys to obtain legal advice relative to Town business; and

**WHEREAS**, the Board finds that it is in the best interest of the Town to authorize only certain persons to contact the Town's Attorneys so as to minimize expenses and repetition of questions; and

**WHEREAS**, the following are authorized to directly contact the Town's Attorneys.


**NOW, THEREFORE, BE IT RESOLVED**, that the Town of La Pointe Board of Supervisors authorize Town Board Supervisors, Assessor, Clerk, Treasurer, Chief of Police, Town Administrator, Zoning Administrator, Town Foreman, Zoning Board of Appeals Chairperson, and Town Plan Commission Chairperson to contact the Town's Attorneys.

**FURTHER, BE IT RESOLVED**, that all other billable contact with the Town's Attorneys is required to have a verbal authorization by a minimum of one Town Board member or the Town Administrator unless contact is pertaining to an active claim or suit and contact was initiated by the Attorney. Any individual who makes unauthorized contact will pay for all fees associated with these services.


**FURTHER, BE IT RESOLVED**, that this Resolution be forwarded to the Town's Attorneys so that they clearly understand what the terms of the Town's relationship are with regards to billing.

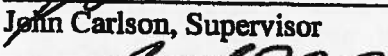
**FURTHER, BE IT RESOLVED**, that Resolution #2010-0824 is rescinded.

Passed this 22th day of December, 2015

  
James Patterson, Chairman

  
Attest, Micaela Montagne, Town Clerk

  
Mike Anderson, Supervisor

  
John Carlson, Supervisor

  
Michael Childers, Supervisor

  
Mike Starck, Supervisor

Posted on 12/23/15

=====TOWN OF LA POINTE=====

**Resolution #2021-0608A**

**Authorization for Contacting the Town's Employment Attorney**

***The Town Board Supervisors of the Town of LaPointe do hereby resolve***

***WHEREAS***, the Town of La Pointe Board of Supervisors has determined that there are times that Town Supervisors, Elected Officials and Town Staff must contact the Town's Employment Attorney to obtain legal advice relative to Town business; *and*

***WHEREAS***, the Town of La Pointe Board of Supervisors finds that it is in the best interest of the Town to authorize only certain persons to contact the Town's Employment Attorney so as to minimize expenses and repetition of questions; *and*

***WHEREAS*** the following are authorized to directly contact the Town's Employment Attorney:

**Town Board Members, Clerk, Chief of Police, and the Town Administrator**

All other billable contact with the Town's Employment attorney is required to have a verbal or written authorization by a minimum of one Town Board member or the Town Administrator unless contact is pertaining to an active claim or suit and contact was initiated by the Attorney. Any individual who makes unauthorized contact will pay for all fees associated with these services. This resolution will be forwarded to the Town's Employment attorney so that they clearly understand what the terms of the towns' relationship are, in regards to billing.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed \_\_\_\_\_

\_\_\_\_\_  
Glenn Carlson, Chair

Posted \_\_\_\_\_

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

\_\_\_\_\_  
Aimée Baxter, Supervisor

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

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

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

**Attachment "C" to 2021 Compensation Resolution  
Town of LaPointe  
Resolution #2020-1223**

**RESOLVED** by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2020-1223 (**2021 Compensations**) has been passed and is attached to the resolution and becomes a part thereof.

<u>POSITION</u>	<u>2021 RATE</u>	<u>CHANGE</u>	<u>AMENDED 2021 RATE</u>
<b>Park #3*</b>	\$16.00	-\$1.00	\$15.00
* As per Town Board motion on 5/25/2021, effective 05/27/2021			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Attest:

\_\_\_\_\_  
Glenn Carlson, Chair

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

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

Posted:

\_\_\_\_\_  
Aimée Baxter, Supervisor

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

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

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(5) TB, Michael, Barb, Micella,  
Public

**CONTRACT FOR SERVICES  
AMENDING A CONTRACT**

This contract for services amendment is made to that agreement previously executed by and between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and On the Rock Roofing LLC (the "Contractor") for Interior Flooring at the Town Hall.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

This contract will be extended through June 13, 2021. Punchlist review will occur on or about June 14, 2021 or as soon as review can take place.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

**IIN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The Town of La Pointe (the Town) Board Chair

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name:

Full Legal Name of Contractor (the Contractor)

Signature \_\_\_\_\_

Date 6/4/21

Printed Name Waylon Rogers

Title Owner On the Rock Roofing LLC

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(5) TB, michael, Barb, m'caela  
Public

**CONTRACT FOR SERVICES  
AMENDING A CONTRACT**

This contract for services amendment is made to that agreement previously executed by and between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and On the Rock Roofing LLC (the "Contractor") for Interior Painting at the Town Hall.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

This contract will be extended through July 15, 2021.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Amendment as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

The Town of La Pointe (the Town) Board Chair

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Full Legal Name of Contractor (the Contractor)

Signature \_\_\_\_\_

Date 6/4/21

Printed Name Michael Douglas

Title owner On the Rock Roofing LLC

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

## ALTERNATIVE CLAIMS 2021

May 2021

Date	Payable to Who	Check #	Amount	Description
5/3/2021	Dept of Employee Trust funds	EFT#06-2021	17,070.34	June health insurance premium
5/6/2021	Oasis Payroll #9a		35.96	Payroll ending 4/17/2021 FICA correction
5/6/2021	Oasis Payroll #9		37,983.40	Payroll ending 5/01/2021 taxes & fees
5/6/2021	Employer/Deferred Comp	EFT#6059	100.00	Payroll #09 Deferred Employee Contrib
5/11/2021	Bremer Bank	EFT#1	101,463.51	2020 Loan for Dock/BigArm/TaxLevy Pay #1
5/12/2021	State of WI - DNR	EFT#2004	33.00	Licensing of 2004 MRF Hauling (missed from 4/27/2021)
5/12/2021	Brown Plumbing & Heating	78954	22,253.73	Plumb/HVAC ESB Pay Requests #7
5/12/2021	Brown Plumbing & Heating	78955	21,327.54	Plumb/HVAC ESB Pay #8 FINAL
5/17/2021	Oasis Payroll #9b	540.96	540.96	Payroll ending 5/1/2021 Add-ons
5/17/2021	Wisconsin Dept. of Revenue	EFT#04-2021	1,110.33	April sales tax
5/20/2021	Oasis Payroll #10		38,554.46	Payroll ending 5/15/2021 taxes & fees
5/20/2021	Employer/Deferred Comp	EFT#6060	100.00	Payroll #10 Deferred Employee Contrib
5/26/2021	Oasis Payroll #10A		1,199.69	Payroll ending 5/15/2021 taxes & fees
5/26/2021	Wisconsin Retirement System	EFT#05-2021	9,893.54	May retirement & Emp contributions
5/26/2021	Smith Group, Inc	78993	10,260.00	Town Dock Impr FINAL payment

**TOTAL MAY 2021:**

**\$261,926.46**

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## MI Library

### ALTERNATIVE CLAIMS 2021

May 2021

Date	Payable to Who	Check #	Amount	Description
5/18/2021	Library Board approved vouchers		15,218.85	
5/19/2021	AOEF Ashwabay Outdoor Rec Fndt	78956	60.00	2/24/2021 Skiing passes (4)
" "	Cardmember Service (LS)	78957	751.97	Rec LifeGuardLodgingMagazinesDeer fence
" "	Knopf, Deborah L Hintz	78958	1,735.25	4/5-5/8/2021 Program,cleanup,Purchases
" "	Madeline Island Yacht Club	78959	87.30	3/30/2021 gas put in lib van by Sam D?
" "	Milburn, Sheri	78960	600.00	2/23-4/1 6 programs for Library
" "	New York Times	78961	40.00	Sundays only 4/11-5/8/2021
" "	Norvado, inc.	78962	181.33	Library May 2021 Phones, fax, DSL
" "	Pergola Kits USA	78963	11,613.00	Library Outdoor classroom
" "	Town of LaPointe	78964	150.00	Library 6 NMV permit for 2021-2022

MAY 2021 TOTAL:

\$15,218.85

\$0.00

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**#2020-0324 ALTERNATIVE CLAIMS****May 2021**

Date	Payable to Who	Check #	Amount	Description
5/11/2021	Abhold, Joseph	78922	115.44	Fuel in Rds 1 ton for Peanuts & AP Risers
""	Anich, Wickman & Lindsey	78923	240.00	Mattingly, New TA, Open Records, Land Swap
""	APG Media of WI/Ashland Daily Pres:	78924	95.68	Class II Passenger Shelter publishing
""	ASDCO Construction	78925	334.20	Solid Pipe, split coupler
""	Ashland County Health Department	78926	305.00	BBTP Annual license renewal
""	C & S Design & Engineering	78927	57.50	Passenger Shelter bidding
""	Evan & Evan Landscaping,	78928	525.00	Sub-contract BBTP tree removal
""	Evan & Evan Landscaping,	78928	200.00	Equipment rental for BBTP tree removal
""	Heart Graphics, Inc.	78929	140.00	PD Embroider 10 shirts
""	Heart Graphics, Inc.	78929	420.00	MRF 2004 Int. vinyl signs, Airport signage
""	Island Gazette	78930	300.00	Reg TB minutes 3/9-4/13/2021 published
""	Island Septic	78931	220.00	5/8/2021 BBTP pumpout
""	JB Systems	78932	149.85	2nd Qtr 2021 web-hosting
""	L & M Fleet Supply	78933	525.24	Parks shovels, Spades/Hoes, Outboard oil
""	L & M Fleet Supply	78933	123.46	2 battery charges for 2004, floor mats
""	LaPointe Community Clinic	78934	35.00	Roads Random CDL testing
""	Lulich Implement	78935	34.68	Hoses for Rds skid steer 185
""	Madeline Island Chamber	78936	712.29	Missed 11/2020 Room tax collections
""	Madeline Island Yacht Club	78937	5.15	PD misc squad hardware
""	Madeline Sanitary District	78938	120.00	Annual O'Brien Approach electric
""	McMaster-Carr Supply Co	78939	30.76	Missed MRF Bobcat hose & fittings
""	NAPA - Washburn	78940	695.79	MRF 2004, Parks Vehicle & mower
""	Northern State Bank	78941	11,547.53	Payment #29/#60 Sleds, 2018 amb, undetermined
""	Norvado, Inc.	78942	1,586.83	May phones, faxes, DSLs
""	PowerPlan	78943	8.90	Part for Rds grader
""	Sherwin Williams	78944	589.54	Paints for MRF Exchange/Closet
""	Stainless Software	78945	16.00	April BBTP reservations fee
""	Synergy Coop	78946	117.50	Grass seed for culverts
""	Vantage Flex, LLC	78947	48.00	May Section 125/Flex admin
""	Verizon Wireless	78948	246.56	-4/22/2021 cell phones, iPads, Jet Paks
""	Waste Management of WI	78949	2,477.35	April hauling (2) DemCon, (1) SW
""	Wendel Architecture	78950	15,850.82	-3/31/2021 Construction admin
""	WI Dept of Justice - TIME	78951	243.75	2nd Qtr 2021 TIME access Police Dept.
""	Xcel Energy, Inc.	78952	267.15	-5/2/2021 street lights
""	Xerox Corporation	78953	53.72	3/22-4/21/2021 Copies 9,768

**5/11/202 TB Meeting vouchers:****\$38,438.69****Under Resolution #2020-0324**

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# May 2021

Date	Payable to Who	Check #	Amount	Description
5/25/2021	Andres Medical Billing, LTD	78965	131.74	April collections x 15%
""	ASDCO Construction Supply	78966	3,888.95	Culverts Over PO#2021-35
""	Ashe, Mazie	78967	646.00	5/9-5/17 EMT Train Per Diem
""	C & W Trucking Co. of Bayfield	78968	972.00	2 loads Top soil for AP CARES
""	Cardmember Service (BLN)	78969	2,995.92	EMT Training 3 rooms StayBridge
""	Cardmember Service (RJL)	78970	135.00	WITC Class Patrol
""	Cardmember Service (SS)	78971	137.87	Flowers for Wolfe/Wiggins/Brown
""	Cardmember Service (TWE)	78972	2,503.67	FD jack, Ties, office supplies
""	Cardmember Service (WJD)	78973	409.31	ESB outfitting, CFields lodging, return
""	Cardmember Services - (BTS)	78974	1,282.62	AED supplies, Parks uniforms, supplies,
""	Curry, Martin	78975	646.00	5/9-5/17/2021 EMT Train Per diems
""	Curry, Martin	78975	288.40	5/9-5/17/2021 EMT Mileage
""	Deere Credit, Inc.	78976	1,815.17	Leased #444 Payment #22 out of 36
""	Defoe, William	78977	123.20	5/16-5/19/2021 mileage Rice Lake
""	Doane Distributing	78978	45.00	10 waters for THall & other depts
""	Evan & Evan Landscaping,	78979	110.00	Kubota rental CARES
""	Evan & Evan Landscaping,	78979	280.00	Kubota rental Mission Hill
""	Evan & Evan Landscaping,	78979	110.00	Kubota Rentals MRF, Rec Center
""	Heart Graphics, Inc.	78980	803.50	FD Embroidered white shirts
""	Island Septic	78981	110.00	Airport pumpout
""	Kaiser, Riley	78982	646.00	5/9-5/17 EMT Per diem
""	Lulich Implement, Inc.	78983	79.60	Nuts & bolts for #185 skid steer
""	M.I. Chamber of Commerce	78984	3,271.06	1st Qtr 2021 collect x 70%
""	Madeline Sanitary - Taxes/Deli	78985	637.17	Collect 2017 Deliq Stevens
""	Midland Services, Inc.	78986	303.09	MRF self- & recycling fuels
""	PowerPlan	78987	234.62	Strip fues, relays for 772 grader
""	Quill Corporation	78988	223.84	Copy papers, THall ink cartridges
""	Streicher's	78989	298.77	Various police uniforms
""	W.I.T.C. - Superior Campus	78990	270.00	Patrol class C Fields T Rossberger
""	Wieser Concrete Products, inc	78991	416.00	2 rings, 4 covers BBTP, AP CARES
""	Xcel Energy, Inc.	78992	17.69	-5/6/2021 Cemetery electric & late
""	Xcel Energy, Inc.	78992	1,602.54	Electrics - 5/6/2021
5/26/2020 TB Meeting vouchers:			\$25,434.73	Under Resolution #2020-0324

**TOTAL MAY 2021:**

**\$63,873.42**

**Processed under R#2020-0324**

1702-47-5000-10000  
public

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY MAY 25, 2021  
5:30 PM AT TOWN HALL  
Draft Minutes**

**Town Board Members Present via Teleconference:** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson  
**Staff Present:** Town Administrator Lisa Potswald, Elected Clerk Micaela Montagne  
**Public Present:** Irvin Snyder, Gary Russell, Robin Trinko Russell, Paul Brummer, Charley Brummer, Charles Meech (phone)  
**Called to Order:** 5:30pm

**I. Public Comment A\*:** Irvin Snyder, a new Camp Host at Big Bay Town Park, introduced himself.

Mike Anderson commented that some pine trees on Capser Trail are not looking good, maybe should be checked.

Charles Meech commented that the Ferry Line schedule changes help the Madeline Island School of the Arts, but he is encouraging the Town Board to revisit the contract with the Ferry Line to keep their pre-Covid ferry boat schedule.

Glenn Carlson mentioned that the new Town Administrator will be starting next week, June 1, 2021, and encouraged all Town Board members to stop in at Town Hall next week to say hello.

**II. Town Administrator's Report:** Report prepared and presented by Lisa Potswald dated May 21, 2021 placed on file by Unanimous Consent.

**III. Public Works**

**A. Roads, Dock, Harbor**

**1. Passenger Shelter Construction: Accept or Reject Bid from Angelo Lupino:**

Motion to reject the bid from Angelo Lupino and wait to rebid for the project until lumber prices go down (the grant has been extended until 12/31/2021 and can be reextended if needed), J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**2. Rescind SmithGroup Amendment to Owner Contract for Final Payment:**

Motion to rescind the motion to approve from the last meeting (5/11/21) as there was a discrepancy with which amount was correct, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

**3. Payment to SmithGroup: Amendment to Owner Contract for Final Payment:**

Motion to approve the amendment to the contract for final payment of \$10,260, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Lisa Potswald pointed out that two public works employees wrote 'I love my job' and 'best job ever' on their annual performance evaluations.

**B. Parks**

**1. Hire Parks #3:** Motion to hire Ron Skoglund at \$15.00/hour, 24 hour/ week not to exceed 600 hours from 5/27/21 to 9/25/21, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to move agenda item III. B. 2 to after item X, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to move agenda item V. F. to now, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

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

F. Consideration of Donated Public Property Parcels 014-00436-0100, 014-00436-0200: The Russell's were thanked for their interest in donating the parcels, which is the green space on Main Street and Le Sueur Street. The parcels are to remain green space unless a bathroom building be built at some future time.

1. Schedule a Special Town Meeting to Consider Accepting Donated Property:

Motion to schedule the Special Town Meeting for Monday June 28, 2021 at 5:00pm, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to return to agenda item III. C., M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Materials Recovery Facility (MRF): The Island Closet building is ready to go and they will be opening beginning June 2, 2021, during the times the MRF is open (Monday, Wednesday, Saturday from 9:00am – 2:00pm).

D. Airport: Nothing at this time.

E. Greenwood Cemetery: Nothing at this time.

#### **IV. Committees**

A. **Planning and Zoning:** Zoning report was submitted by Ric Gillman and placed on file by Unanimous Consent. *[Clerk's note: the report was not on the agenda, and will be on the 6/8/21 agenda]*

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

A. Budget Summary Report: Motion to accept the budget report dated 5/13/2021, M. Anderson/ J. Carlson, 5 ayes, Motion Carried.

B. Accounting Administrator's Report: Report prepared by Barb Nelson for May 2021 placed on file by Unanimous Consent.

C. Grant Updates: Lisa Potswald stated there is a potential for a State infrastructure grant and she will also be working on a firefighter's grant.

D. Agreement with Baker Tilly for Audit Services for the Year Ending 12/31/2020: Motion to approve and have the Chair sign the engagement letter with Baker Tilly, a total of \$17,900 for services this year, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

E. Request from La Pointe Center for Temporary Use of Stone Circle Fountain Area for Ticket Sales and Waive Sign Permit: the request remains the same from the last meeting. Lisa Potswald pointed out that there are still congestion concerns for the area. Motion to deny the request for use of the stone circle area, but approve a sign being placed there and waive the sign fee, J. Carlson/ M. Anderson. Motion amended to include that the sign meets the requirements in the Zoning Ordinance for size, J. Carlson/M. Anderson, 5 Ayes, Motion Carried.

G. Purchasing Policy Amendment: Discussion on changing the amendment as currently written from 'the Town of La Pointe will not enter into a contract with any person, business, organization or other entity that owes money to the Town' to state that if any such persons etc.



are delinquent on obligations to the Town, the Town will not enter into a contract. Motion to approve the amendment to the Purchasing Policy with the changes discussed, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

H. Video Surveillance Policy: Lisa Potswald commented that this policy is a work in progress as surveillance will be added to more Town buildings, but it needs to be in place so there is a chain of command. Motion to approve the policy as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

I. Hire New Town Employment/ Personnel Attorney: Motion to hire Kyle Gulya of Von Briesen & Roper, s.c. and have the Chair sign the engagement letter, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**VI. Treasurer's Report:** Motion to accept the Treasurer's Report showing a total of \$3,004,647.62, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **VII. Minutes**

A. Regular Town Board Meeting May 11, 2021: Motion to approve minutes as presented, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

### **VIII. Emergency Services**

A. Ambulance Director's Report: Report prepared by Cindy Dalzell for May 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building (ESB): Still waiting on three change orders.

C. Updates on ESB Open House: scheduled for Saturday July 3, 2021 from 1-4pm.

D. Ambulance Director Job Description: Motion to approve the Appointed Official Job Description as presented, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

E. Ambulance Assistant Job Description: Motion to approve the Appointed Official Job Description as presented, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

**IX. Public Comment B\*\*:** None.

### **X. Lawsuits & Legal Issues**

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

B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing at this time.

### **III. Public Works**

#### **B. Parks**

2. Ed Kale Apostle Islands Kayaks: Schedule Appeal of the Denial of a Non-Motorized Permit

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.

Motion to go into closed session to confer with legal council on the matter, J. Carlson/ M. Anderson, all 5 Ayes, Motion Carried.

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

Motion to schedule the hearing for Thursday May 27, 2021 at 5:00pm, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

**XI. New Agenda Items for Future Meetings:** it was noted that this was the last Town Board meeting with Lisa Potswald as Town Administrator, the new Administrator, Michael Kuchta begins next week. Lisa was thanked for her time with the Town and we hope she enjoys her retirement.

**XII. Adjourn:** Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:51pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
Hearing on a Non-Motorized Vessel Appeal  
THURSDAY MAY 27, 2021  
5:00pm (central time) at Town Hall  
Draft Minutes**

**Town Board Members Present (some via Zoom):** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson  
**Staff Present:** Town Administrator Lisa Potswald, Elected Clerk Micaela Montagne  
**Public Present via Zoom:** Town Attorney Max Lindsey, Ed Kale and his Attorney John Carlson  
**Called to Order:** 5:05pm

**1. Appeal of the Denial of a Non-Motorized Permit: Ed Kale Apostle Islands Kayaks**

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.

Town Attorney M. Lindsey discussed new correspondence between himself and Attorney J. Carlson and asked to discuss further in closed session.

Motion to go into closed session, S. Brenna/ A. Baxter, all 5 Ayes, Motion Carried.

Motion to return to open session, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Returned to open session at 5:45pm.

**Appeal Hearing of the Denial of a Non-Motorized Permit: Ed Kale Apostle Islands Kayaks:**

Attorney John Carlson representing E. Kale of Apostle Islands Kayaks presented his opening statement that included requesting the Town Board to grant Ed Kale of Apostle Islands Kayaks the Commercial Use Permit for operating non-motorized vessels on Town property and that there are flaws in the Town's Ordinance Chapter 432.

Lisa Potswald presented opening remarks that the Town Board should deny the permit request by E. Kale/ Apostle Islands Kayaks based on evidence of complaints and to not support such practices on Town property.

Attorney J. Carlson called Lisa Potswald to testify.

Clerk M. Montagne swore in Lisa Potswald.

Attorney J. Carlson asked several questions and presented his evidence in support of approving the permit. Exhibits included Ordinance Chapter 432-9, Lisa Potswald's letter to Ed Kale dated May 14, 2021 presented as exhibit A-1, a complaint from N. Mellem in exhibits D-12 and D-35, a complaint from P. Kloehn in exhibit E-1, and a complaint from K. Barrick in exhibit F-1.

Lisa Potswald presented the packet of evidence and exhibits without going into detail on each. Attorney J. Carlson stated that he objects to the evidence provided that is outside of the May 14, 2021 letter, which include exhibits G, H, I.

L. Potswald asked Attorney Max Lindsey to play a video of E. Kale after he pushed his competitor's non-motorized vessels into the lagoon, Attorney J. Carlson objected. L. Potswald stated the video establishes a pattern of behavior across time and asked the Town Board to consider that those who do business E. Kale on Town property may not have a sense that he does not represent the Town. The 20 second video was played. Attorney J. Carlson stated he believes the video is not in context.

Lisa Potswald had no closing statement. Attorney J. Carlson gave his closing statement requesting the Town Board to approve the permit, also stating that the Ordinance is flawed and some reasons for denial were not in the ordinance.

Deliberations among the Town Board members included that the complaints are valid, and E. Kale's behavior can reflect poorly on the Town, the non-motorized vessel ordinance needs revision, and safety issues were brought up.

Clerk M. Montagne swore in Ed Kale, who provided the Town with the itinerary he uses for his kayak groups.

Further deliberations were in similar fashion, that despite E. Kale's behavior, not a big enough case was made to deny the permit based on evidence, and the ordinance should be revised. All 5 Town Board members voted to approve the non-motorized vessel permit for Ed Kale of Apostle Islands Kayaks.

Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:50pm.

Submitted by Micaela Montagne, Town Clerk.

*Michael, Glenn*  
*Micaela, Montagne*

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
FRIDAY MAY 28, 2021  
4:00pm at Town Hall  
Draft Minutes**

**Town Board Members Present (via teleconference):** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

**Staff Present:** Town Administrator Lisa Potswald (via teleconference), Elected Clerk Micaela Montagne

**Called to Order:** 4:00pm

1. Public Comment: None.
2. Change Order #14 with Berghammer Construction for Pump Commissioning and Additional Sidewalks at the Emergency Services Building: Motion to approve the change order in the amount of \$7,530.00, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
3. Change Order #3 with Nelson Construction for East Parking Lot at Emergency Services Building: Discussion about the size of the parking lot, which will be the original size in the bid, on the east end of the building. Motion to approve the change order in the amount of \$29,340.30, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.
4. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 4:14pm.

Submitted by Micaela Montagne, Town Clerk.





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**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:** 6/2/2021  
**Re:** Monthly Police Report for June 2021

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

140	Incidents/Complaints (calls for service)
42	Citizen Assists
2	Accidents
1	Civil Process
11	False Alarm/911 hang up calls.
0	Call Out
2	Animal Calls
0	Parking Citations

Calls are going up; hours of service are going up. As you can see our calls for service have more than doubled in the month of May versus the month of April. The tourist season is most definitely back.

As we get many 911 hang up calls, I have added those to the False Alarms section. 911 hang up calls tie up dispatch, officers, EMS and fire. We hope people please take care with their phones as it causes issues for everyone in these services.

I have been actively looking for part time help, I had a solution in the works for our understaffing problem, unfortunately that candidate had to back out due to family reasons and we will be interviewing another potential part time person in the coming week. We are officially shorthanded, with the number of calls and service needs going up, we will not be able to staff the way we had pre covid 19. The search continues, I will be presenting in the future to replace the 3<sup>rd</sup> full time officer now. I had been trying to go without it, it is not going to work.

All fiscal year training with a small exception of a qualifying mandated firearms qualification, have been met for the year, as of July 1 our new fiscal training year will be starting. ~~We will not be waiting until the last minute this time to complete our mandatory training.~~ Officers will be going to training at the end of summer into the fall to get ahead of our needs.

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

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## 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 Community Security Solutions, LLC (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:

Investigation of the Fire Chief.

Such services will be provided at:

270 Big Bay Road, La Pointe, WI 54850

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of \$ 175.00 per hour as follows:

Upon receipt of and approval of invoice by the Town Board.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ 7,500.00. The Contractor is responsible for payment of fees as described in this contract.

3. **Dates of Service.** The services provided for herein shall be provided between June 1, 2021 and August 1, 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 will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

Ferry, meals, mileage, print/copy.

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

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

6. **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.

7. **Compliance with Regulations.** 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 prior to starting any work to be performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.

8. **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.

9. **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.

10. **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.

**11. 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, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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:

Steve Riffel, Managing Partner  
Community Security Solutions LLC  
676 Sweet Briar Court #5  
Kewaskum, WI 53040  
[sriffel@communitysecuritysolutions.com](mailto:sriffel@communitysecuritysolutions.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: Steve Riffel

Printed Name: Steve J Riffel

Title: Managing Partner