

## MEMO

To: Town Board  
From: Michael Kuchta  
Re: Town Administrator's Report

DATES COVERED IN REPORT: May 6-19, 2022

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### 1. Accomplished/Completed

- Covered below.

### 2. Coming Up

- **Comprehensive Plan Steering Committee.** On May 26, the committee expects to review the first draft of a survey that will be part of the Plan's public participation phase. On May 31, committee member Sarah Caruso will lead a discussion with about 15 community leaders; the goal of the discussion is to identify priorities and any blind spots before a survey goes to the broader community.
- **Zoning Administrator.** I will begin interviewing applicants May 23.
- **Public Arts Committee.** We received the printed interpretive sign for the Gateway sculpture, and shared it with the State Historical Society, so they can see how we are in alignment with their plans for a new sign outside the Madeline Island Museum. The sculpture is expected to be installed by early June, with a dedication ceremony July 30. The committee also has scheduled a private meeting and public presentation for June 21 with Anne Katz, executive director of Create Wisconsin.

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

- **Contract with Nelson Surveying.** Public Works requests that you approve this contract, which will provide survey work for the sidewalk easement along Main Street and Big Bay Road.
- **Contract Amendment with Angelo Luppino Inc.** Public Works requests that you approve this amendment, which extends the completion date on the Rec Center bathroom remodel by 60 days, from April 30 to June 30.
- **Extension of Vacation.** Town policy requires that employees use their accumulated vacation by their anniversary date, unless the Town Board approves an extension.
  - Accounting Administrator Barb Nelson will not use her accumulated 224 hours by June 30. She requests that you extend those hours through June 30, 2023. (Note: She is scheduled to use at least 150 hours by the end of July 2022.)
  - Town Administrator Michael Kuchta will not use his remaining 34.5 hours by May 31, 2022. He requests that you extend those hours until Dec. 31, 2022. (Note: He is scheduled to use those hours in August 2022.)
- **Emergency Services Building.** I will provide a verbal update at your meeting.

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

- **Affordable Housing Advisory Committee.** The WHEDA pilot project has two sessions scheduled for the Ashland and Bayfield County work groups: May 24-24 and June 21-22 (which will include some public participation). Meanwhile, Town committee members continue to research

financing and land use options, and continue outreach to potential partners, including local landowners, St. John's church, Habitat for Humanity, and consultants identified through Mackinac Island's affordable housing development.

- **Energy Committee.** The microgrid feasibility study is finalizing its analysis of creating a microgrid for Town Hall, and the clinic, library and (potentially) school buildings.
- **Fire numbers.** I reviewed existing Zoning files and notes to create a to-do list for the Town's ad-hoc committee about research and decisions they need to make.

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

- No update.

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

- I will provide a verbal update at your meeting.

#### **7. Other Information**

- **Big Bay land swap.** Ashland County is assisting us with a potential land swap with the DNR, in which the Town would trade a land-locked parcel adjacent to the lagoon for state land along Big Bay Road, adjacent to Town Park. We are waiting to hear more from DNR's real estate people.
- **Town vehicles.** It was a rough week: the MRF's hook truck blew an injector, and the ambulance sustained damage when it blew a tire.

18(5) (CLERK, ACCOUNTING, OFFICE) PUBLIC, TN, TN, 24

## 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 Nelson Surveying Inc. (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:

Survey and map to establish an easement through part of Lot 1, Block 25, Part of Outlot 26, Original Plat of the Village of La Pointe, in the Town of La Pointe, Ashland County, Wisconsin. Tax ID: #014-00470-0500.

Such services will cover the area along County H common with the 2 parcels running north to Whitefish Street (864 Main Street and 197 Big Bay Road).

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor \$700 as a retainer upon full execution of the contract. The balance will be paid upon final invoice. Amounts unpaid after the due date may be subject to monthly service charge of 1.5% on the unpaid balance. Final documents and maps will be delivered upon payment in full.

The total amount payable by the Town to the Contractor for services under this contract shall not exceed \$2,300.

3. **Dates of Service.** The services provided for herein shall be completed by June 30, 2022.
4. **Reimbursement for Expenses.** Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials; and disposal of debris.
5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town are set forth in the annexed Exhibit A (Scope of Services), which is 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.

RECEIVED  
JUN 19 2022  
C/A

**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.** 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.

**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 of La Pointe 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 Administrator written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

**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

To the Contractor:    Nelson Surveying  
                                101 W. Main Street #207  
                                Ashland, WI 54806  
                                715-682-2092  
                                pnelson@nelsonsurveying.com

**IN WITNESS WHEREOF,** the undersigned have executed this agreement:

Approved by Town Board (date): \_\_\_\_\_

The Town of La Pointe (the Town) Board Chair

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

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

Full Legal Name of Contractor (the Contractor)

\_\_\_\_\_

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

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

Title \_\_\_\_\_



www.nelsonsurveying.com  
101 West Main Street, Suite 207  
Ashland, Wisconsin 54806  
715-682-2692 800-682-9780

Town of LaPointe  
Michael Kutcha  
240 Big Bay Road  
PO Box 270  
La Pointe, WI 54850  
Email: administrator@townoflapointewi.gov

May 19, 2022

**DESCRIPTION:** Survey and map to establish an easement through part of Lot 1, Block 25, Part of Outlot 26, Original Plat of the Village of La Pointe, in the Town of La Pointe, Ashland County, Wisconsin.  
Tax Id: 014-00470-0500

### **SCOPE OF SERVICES**

#### **Phase 1: Survey to Establish 5' Easement**

- Surveying and mapping services required to monument and map the exterior corners and boundary lines of the above easement.
- Locate and map the right of way of Big Bay Rd. to Whitefish St.
- Draft a description of the above referenced easement.
  - Easement to be 5' wide adjoining the right of way of Big Bay Road.
  -

#### **Phase 2: Survey of parcel #014-00470-0500**

- Surveying and mapping services required to monument and map the exterior corners and boundary lines of the above parcel.
- Locate and map visible improvements on the above parcel, if any.
- Locate and map the right of way of White Fish Street and Big Bay Road.
- Locate and map observed evidence of possession, per Chapter A-E 7 of the Wisconsin Administrative Code.
- Draft and file a Map of Survey meeting the requirements of Chapter A-E 7 of the Wisconsin Administrative Code, showing the pertinent data obtained during the survey.

## AMENDED CONTRACT FOR SERVICES

This amended contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Angelo Luppino Inc. (the "Contractor"). It supersedes the Contract approved by the Town Board of Supervisors on Oct. 12, 2021.

### 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:

- Perform as general contractor to complete remodeling of the Town of La Pointe Recreation Center restrooms located at 295 Middle Road in 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 as follows:

50% down upon full execution of contract

40% upon final invoice

10% hold-back to be paid upon completion and approval of punch list

The total amount payable by the Town to the Contractor for services under this contract shall not exceed 139,257.00.

Contractor agrees to provide a Performance Bond in an amount equal to one hundred percent (100%) of the maximum contract cost.

Lien waivers must be put in place for all subcontractors utilized and materials purchased.

All reports made in connection with these services are subject to review and final approval by the Facilities Manager prior to payment.

**3. Dates of Service.** The services provided for herein shall be completed by June 30, 2022.

**4. Reimbursement for Expenses.** Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials; and disposal of debris.

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MAR 19 2022  
Initial: dg



**5. Specifications.** Unless modified in writing, the contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project.

Specifications are detailed in Attachments C-G in the Request for Bids posted by the Town on July 23, 2021. They are modified as detailed in Contractor's Change Order #1, dated Sept. 8, 2021, signed by the Contractor on Sept. 9, 2021, and signed by the Town on Sept. 16, 2021. Town understands that the Contractor is not responsible for workmanship on tasks performed by Town crews, and also that tasks performed by Town crews might invalidate product warranties.

Contractor must secure all necessary permits according to local and state laws and regulations.

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements

The Contractor shall have Safety Data Sheets (SDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of SDS and have the SDS available in the event of an emergency.

Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by its employees at work. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

Arrangements may be made, in advance, by Contractor for leased waste containers for disposal of construction debris to haul off the Island at Contractor's expense.

**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.

The Contractor reports to the Town Facilities Manager and/or designee and will cooperate and confer as necessary to ensure satisfactory work progress. The Town may review and inspect the Contractor's activities during the term of this contract.

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

- a) All labor performed by the Contractor and its subcontractors shall be guaranteed for one year from final completion of all services
- b) 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

- c) 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
- d) 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.** 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.

**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 of La Pointe 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 Administrator written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

**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:

Ray Hakola  
Facilities Manager  
Town of La Pointe  
PO Box 270  
La Pointe, WI 54850  
[facilities@townoflapointewi.gov](mailto:facilities@townoflapointewi.gov)

To the Contractor:

Rick Cunico  
Angelo Luppino Inc.  
PO Box 100  
Iron Belt, WI 54536  
[aluppiniolinc@yahoo.com](mailto:aluppiniolinc@yahoo.com)

**IN WITNESS WHEREOF,** the undersigned have executed this agreement:

Approved by Town Board (date): \_\_\_\_\_

The Town of La Pointe (the Town) Board Chair

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Full Legal Name of Contractor (the Contractor)

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

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

**April 2022 All Alternative Claims Summary:**

<u>Regular Alternative Claims</u>	<u>\$125,963.56</u>
<u>Alternative Claims Processed under R#2022-0128</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$2,604.58</u>
<b>Total of All Alternative Claims:</b>	<b>\$128,568.14</b>

RECEIVED  
MAY 12 2022

Initial: dg

5/3/2022



## ALTERNATIVE CLAIMS 2022

April 2022

Date	Payable to Who	Check #	Amount	Description
4/7/2022	Oasis P/R#7 2022	EFT#7	38,334.33	P/R#7 Ending 04/02/2022
4/7/2022	Empower/Deferred Comp	EFT#7007	100.00	P/R#7 employee contrib
4/7/2022	Dept of Employee Trust Fnd	ETF #2022-05	18,170.48	May health insurance
4/7/2022	Wisconsin Dept of Revenue	EFT#03-2022	1,032.95	March sales tax
4/11/2022	Capital One/Wal-Mart	81000	144.19	Police purchases, due 4/1
4/21/2022	Oasis P/R#8 2022	EFT#8	39,397.23	P/R#8 Ending 04/16/2022
4/21/2022	Empower/Deferred Comp	EFT#7008	100.00	P/R#8 employee contrib
4/21/2022	Wisconsin Retirement Sys	EFT#004-2022	9,527.21	April 2022 Retirement
4/26/2022	Xcel Energy	EFT#3882	16.48	-4/7/2022 Cemetery electr
4/27/2022	Xcel Energy	EFT#50961	2,704.69	-4/7/2022 All electrics
4/28/2022	EMC Insurance	EFT#2021-76	16,436.00	3rd Qtr 2022 Work Comp
3/15/2018	Wiltz, Joseph	74149	-224.22	Unclaimed/cashed check
11/21/2018	Baxter, Aime'e	75598	-85.00	Unclaimed/cashed check
2/14/2019	Wiltz, Joseph	76132	-166.97	Unclaimed/cashed check
3/14/2019	Wiltz, Joseph	76290	-16.62	Unclaimed/cashed check
3/15/2019	Dalzell, Cynthia	76310	-432.81	Unclaimed/cashed check
5/23/2019	Wiltz, Joseph	76753	-60.95	Unclaimed/cashed check
5/29/2019	Hagen, William	76781	-203.00	Unclaimed/cashed check
7/24/2019	Wal-Mart Community	77080	-88.31	Unclaimed/cashed check
1/29/2020	Apple Arb	77577	-11.28	Unclaimed/cashed check
9/21/2020	Whitaker, Zachary	78243	-450.00	Unclaimed/cashed check
4/22/2022	Apple Arb	81052	11.28	Replaced Ck#77577
4/22/2022	Baxter, Aime'e	81053	85.00	Replaced Ck#75598
4/22/2022	Capital One/Wal-Mart	81054	88.31	Replaced Ck#77080
4/22/2022	Dalzell, Cynthia	81055	432.81	Replaced Ck#76310
4/22/2022	Hagen, William	81056	203.00	Replaced Ck#76781
4/22/2022	Whitaker, Zachary	81057	450.00	Replaced Ck#78243
4/22/2022	Wiltz, Joseph	81058	468.76	Replaced Cks#74149,761
1/25/2022	Sunset Bay, LLC	79647	-331.65	To be re-issued to the Tov
4/25/2022	Town of La Pointe	81059	331.65	Reissued check Room tax

APRIL 2022 TOTAL:

\$125,963.56

## ALTERNATIVE CLAIMS 2022

April 2022

MI Library

Date	Payable to Who	Check #	Amount	Description
4/20/2022	Library Board approved vouchers		2,604.58	
4/21/2022	Amazon	81044	123.37	DPI GRANT recording, boo
" "	AOEF Ashwabay Outdoor Recreæ	81045	512.00	2/9 & 2/16 skiing
" "	Cardmember Services (LS)	81046	1,209.62	DPI GRANT recording, Ado
" "	Madeline Sanitary District	81047	102.00	1st Qtr 2022 Sanitary
" "	New York Times	81048	80.00	-5/7/2022 + 1 advance
" "	Norvado, Inc.	81049	190.32	April phones, fax, DSL
" "	Quill Corporation	81050	130.84	Library office supplies
" "	Sterling Computer Products	81051	256.43	Toner inks Black & yellow

APRIL 2022 TOTAL:

\$2,604.58

\$0.00

MI Public Library Board approved

TBE Michael, Amy,  
Micaela (Public)

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
TUESDAY MAY 10, 2022  
5:30 PM AT TOWN HALL  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson  
**Staff Present:** Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne  
**Public Present:** Charley Brummer, Mike Starck, Riley Kieser, Gip Matthews, Cedar Shemke, Alex Nelson, Marnie Myhre, Ken Myhre, Susan Garetz, Liz Brown, Jim Hansen  
**Called to Order:** 5:30pm

**I. Public Comment A\*:** Clerk Montagne read a letter in support of the sidewalk from Jim Peters. Cindy Dalzell, Alex Nelson, Susan Garetz, Riley Kieser, Cedar Shemke, Jim Hansen, Gip Matthews, Liz Brown all commented in favor of the sidewalk. Mike Starck questioned if the Town has worked with the County on who owns what at the sidewalk corner. Aimée Baxter had a comment from Meg Brown that a sidewalk on Middle Road would be a better use of the money.

**II. Administrative Reports**

- A. Town Administrator's Report: Report prepared and presented by Michael Kuchta with discussion on the definition of workforce housing as well as looking into options for employee benefits during budget season.
  - B. Public Works Director's Report: Report prepared by Ben Schram for April 2022
  - C. MRF Supervisor's Report: Report prepared by Marty Curry for April 2022
  - D. Airport Manager's Report & Checklist: Report for April prepared by Paul Wilharm
  - E. Planning and Zoning Administrator's Report: Report prepared by Michael Kuchta
  - F. Accounting Administrator's Report: Report prepared by Barb Nelson
  - G. Police Chief's Report: Report for April 2022 prepared by William Defoe
  - H. Fire Chief's Report: Report for April 2022 prepared by Rick Reichkitzer
  - I. Ambulance Director's Report: April 2022 Report prepared by Cindy Dalzell
- All reports placed on file by Unanimous Consent.

**III. Public Works**

**A. Roads, Dock and Harbor**

1. Sidewalk (Corner of Main Street and Big Bay Road): A. Baxter reported that the adjacent property owner is now willing to include the sidewalk on his property so that the sidewalk can go around the corner and continue to Whitefish Street if the easement is changed to accommodate the building. Motion to approve moving forward with the sidewalk project pending getting easements from both property owners, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
2. Credit Card Limit Increase for Peter Wiggins: Motion to approve the credit

card limit increase to \$5000 for Peter Wiggins, Foreman, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

B. Parks: Nothing

C. Greenwood Cemetery

1. Sextons Report: No discussion

#### **IV. Committees**

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

1. Conditional Use Permit Application for Kenneth and Margaret Myhre, Parcel #014-00119-0400, located at 900 Big Bay Road, Town of La Pointe, WI: This is for a yurt to have yoga and related classes on the property, 1000 feet from the shore. The Town Plan Commission made a recommendation to deny the permit because the postings included the language of that it would be a 'home occupation' and they believed that this would fall into that category, it would be a 'home business'. Motion to accept the TPC's recommendation to deny the permit as a 'home occupation' CUP, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried. Motion to approve a 'home business' Conditional Use Permit with the condition that the CUP does not sell with the property (and the building remains 1000ft from shore), M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

##### **B. Comprehensive Plan Steering Committee**

1. Contract with Northland College for Public Participation Plan: Motion to approve the contract, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
2. Grant Agreement with Apostle Islands Area Community Fund, \$5,000: Motion to approve the grant agreement, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
3. Grant Agreement with Michael Madeline Island Fund, \$1,000: Motion to approve the grant agreement, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

##### **C. Affordable Housing Advisory Committee**

1. Grant Agreement with Apostle Islands Area Community Fund, \$4,500: Motion to approve the grant agreement, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

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

A. Grant Updates: None

B. Revisions to Town Ordinance Chapter 40, Article IV. Accommodations Tax, Section 40-10 Tax Imposed; Distribution: Motion to approve the amendments that comply with State statutes, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Attachment 'C' to 2022 Compensation Resolution #2021-1214A: Motion to approve, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

D. Resolution #2022-0510: Appoint Alternate Members for Board of Review: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

E. Special Event Permit: Madeline Island Museum, Colonel Woods Avenue Street Closure on May 13, 2022: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

**VI. Vouchers:** Motion to approve vouchers in the amount of \$63,683.24, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

**VII. Minutes**

A. Regular Town Board Meeting April 26, 2022  
B. Special Town Board Meeting April 27, 2022: Motion to approve both sets of minutes, S. Brenna/ A. Baxter, 4 Ayes, 1 Abstain (J. Carlson), Motion Carried.

**VIII. Emergency Services**

A. Police Department  
1. Ashland County Law Enforcement Agreement:  
B. Updates on Construction of Emergency Services Building: Town Chair and Administration met with County Sherriff and others regarding the agreement. They are hoping to come up with a new agreement this summer. Mike Starck as the County Board representative will discuss with the County Board. There will be a Special Town Board Meeting with public discussion on June 29, 2022.

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

**X. Liquor & Operators' Licenses**

A. Combination "Class A" Liquor License and Class "A" Fermented Malt Beverage License  
1. Madeline Island Yacht Club, Mazie Ashe Agent (6/1/2022- 6/30/2022): Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.  
B. Discussion of Creating a Continuation of Business Ordinance Regarding "Class B" Alcohol Licenses: Discussion to hold off for now on sending any letters to establishments as many are still trying to get back to a new normal after Covid.

**XI. Lawsuits & Legal Issues**

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: No updates.

**XII. New Agenda Items for Future Meetings:** Special Town Board meeting on Friday 5/13/2022 at 5:00 for dust abatement.

**XIII. Adjourn:** Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:18pm.

Submitted by Micaela Montagne, Town Clerk.



TB(5) Michael, Sue  
Micaela, John

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
FRIDAY MAY 13, 2022  
5:00pm at Town Hall  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Michael Anderson,  
Via Telephone: Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

**Staff Present:** Town Administrator Michael Kuchta (via telephone), Elected Clerk Micaela Montagne

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

1. Public Comment: None.
2. Open Bids for Dust Abatement: One bid received from Chemical Industries for \$31,980.00.
3. Authorize Contract with Selected Bidder for Dust Abatement: Motion to authorize a contract with Chemical Industries for magnesium chloride flakes, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
4. Resignation of Recycling Specialist: Motion to accept the resignation of Joe Abhold as Recycling Specialist and thank him for his time working for the Town, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
5. Job Posting for Recycling Specialist: Motion to approve the posting with the addition that the wage of \$22/ hour will be based on experience, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
6. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:10pm.

Submitted by Micaela Montagne, Town Clerk.