

(S)TB, TA, AA, Clerk, Public

TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: June 12-23, 2023

1. Accomplished/Completed

- **Industrial Zone.** One-year lease signed for Lots 4-5; payment received.

2. Coming Up

- **Public hearing.** Dog park CUP application, Wednesday June 28, 5 p.m., Town Hall.
- **July 4 events.** Parade down Main Street, 10:30 a.m.; events on Museum Green, after parade; fireworks, 9:45 p.m.; other stuff in-between.
- **Moningwaane'akaaning Revival.** July 7-9, Joni's Beach.
- **La Pointe Center for the Arts Summer Concert Series.** Begins July 6, Rec Center, 6-8 p.m.

3. Town Board Agenda – Information/Comments

- **Fee schedule for restaurants seeking additional seating on Town property.** As discussed on June 13, we suggest adding a new category to the fee schedule: an annual fee of \$200 plus 25 cents per square foot. This would apply immediately to Grampa Tony's use of space in Russell Park; a letter to them spelling out conditions is in your packet. The restaurant sent a check to the Town for 2023, pending your approval of the fee.
- **Library Board.** See Committees memo.
- **Energy Committee.** See Committees memo.
- **Septic Waste Removal Contract.** See Town Hall Administration memo

4. Follow Up on Previous/Ongoing Projects

- **Affordable Housing.** The Town's advisory committee expects to have a Request for Qualifications for developers ready for approval at your July 11 meeting. Meanwhile, the regional work group seems to be coalescing on asking WHEDA for financial and technical assistance to create a workforce housing land trust for Ashland and Bayfield Counties.
- **Comprehensive Plan.** The Steering Committee expects to forward a preliminary draft to the Plan Commission this week. The intent is also to post the draft on the Town website for the community to begin reading. The committee will hold two public Q&A sessions: July 10 and 13.
- **Fire department.** Representatives from the department are traveling to Osceola on June 28 to check progress on the new truck.
- **Fire numbers.** Lange Enterprises provided initial recommendations on which fire numbers should be changed, as well as an up-to-date map of existing numbers. The next step is for the zoning administrator and I to convene the work group to review the recommendations.
- **La Pointe school remodeling.** The school district's building and grounds committee has given itself a January deadline to decide whether to proceed with the project in 2024, and where to get the money to pay for it.

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- **Rental ordinance.** Town Attorney Max Lindsey is reviewing the latest draft of proposed revisions; the work group's hope is that he will complete his review before the Town Plan Commission's meeting on July 5. A memo explaining changes also is drafted.
- **Repeater.** Filed an insurance claim on the repeater tower and had phone conversation with insurance adjuster; no decision yet.
- **Sanitary District.** Wrote to James Lemke of the DNR's real estate division asking about revamping the RV Dump Station contract; no response yet. Also, the sanitary district board voted to ask the Town to reduce the speed limit and forbid parking on Snow Place Road. I'll research our options on that.

5. Grant Report

- **Public Arts Committee.** See Town Hall administration memo.

6. Lawsuits/Legal Issues

- **Harbor Commission.** See separate memo.
- **Ashland County: Claim under state statute 893.80.** We received official notification on June 21 of the County's denial of the claim. The Town now has six months – until Dec. 21 – to file any lawsuit challenging the denial.

7. Other Information

- **ESB.** The building's fire, smoke and carbon monoxide systems all passed inspection.

(5)TB, TA, AA, Clerk, ZA, PWD, Pdb



**TOWN OF LA POINTE
MADELINE ISLAND**

240 Big Bay Road
PO Box 270
LA POINTE, WI 54850
715-747-6913

June 15, 2023

Gary and Susan Flores
Grampa Tony's
814 Main Street
PO Box 258
La Pointe, WI 54850

Gary and Susan,

Thank you for your willingness to work out an arrangement in which your restaurant can set up tables for additional outdoor seating for your customers in the Town's Russell Park. The Town Board will take up the fee schedule we agreed to at their next regular meeting, on June 27.

You have agreed to a 2023 permit fee of \$200 to access the public park, plus \$25 for 100 square feet of actual usage (25 cents per square foot). Your square footage payment allows you to have the two existing tables and their accompanying seating in the park. If you wish to add additional tables or seating, the same square-footage rate will apply.

Your customers – like other members of the public – are welcome to use other parts of the park. There is no stopping them from hauling chairs – yours or theirs – into the park. However, at the end of your business day, please make sure your chairs and tables are not left or stored in the other parts of the park. Instead, please move them back onto your property, as you have been doing.

I am hopeful that we have an arrangement that benefits us all. Let's review it in the fall. In the meantime, you have our best wishes for a most successful season.

Sincerely,

Michael Kuchta
Town Administrator

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JUN 22 2023

Initial dg

(5)TB, TA, AA, Clerk, Public

Date: June 22, 2023

To: Town Board

From: Dorgene Goetsch, Clerical Assistant

RE: Library Board Appointments

- The following Library Board terms expire 6/30/2023.
Marilyn Hartig – Marilyn is interested in serving another 3-year term
Cynthia Mueller – Cynthia is interested in serving another 3-year term
- Lisa Potswald is resigning effective 7/1/23.
- Two applications have been received, they are attached.
- The Library Board, at their 6/20/23 meeting, recommended re-appointing Marilyn Hartig and Cynthia Mueller for terms ending June 30, 2026.
- The Library Board did not make a recommendation to fill Lisa's term (ending 6/30/24) as one of the members was looking for more clarification on residency requirements.

Thank You,

CURRENT LIBRARY BOARD

3 Year Terms, 7 Members

PURPOSE: That said first Library Board and all successor boards shall have all the authority, rights and powers granted by law and shall be subject to all of the duties and obligations required by law with respect to Public Libraries.

MEMBERS:

Marilyn Hartig
Cynthia Mueller
Jane Vogt
Katie Sanders
Lisa Potswald, President
Keith Ryskoski
Peggy Ross

TERM EXPIRES:

June 30, 2023
June 30, 2023
June 30, 2024
June 30, 2024
June 30, 2024
June 30, 2025
June 30, 2025

Dorgene Goetsch

From: LISA Potswald <lisapotswald@gmail.com>
Sent: Saturday, May 27, 2023 11:45 AM
To: director@madislandlibrary.org
Cc: Micaela Montagne; Dorgene Goetsch
Subject: Resignation from Library Board

Hi, Lauren.

I am resigning from the Library Board effective July 1, 2023. We are selling our house and moving off of the island.

I have greatly enjoyed working with you, the other Library Board members and Library staff over the years in my role as Town Administrator and Library Board Chair. You have done impressive work in bringing the Library into the 21st century and in visioning services both desired and needed in the Madeline Island community. Stay true to your hopes and dreams for the organization and the community!!

Best Regards,

Lisa Potswald



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to Town Hall (PO Box 270) or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Affordable Housing Advisory Committee
- Election Board *
- Madeline Island Public Library Board
- Town Plan Commission*
- Zoning Board of Appeals *

- Board of Review (alternate)*
- Energy Committee
- Public Arts Committee
- Winter Transportation Committee
- Other: _____

*Members receive compensation for meeting attendance
** Members receive monthly compensation

2. Personal Information

SARA ROTHOLE WEINER

Name (please print)

3619 EAST 26 STREET MPLS MN 55406

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time Seasonal Other _____

542 OAK LANE.

3. Have you served on any other Town boards/committees in the past? YES NO

- Minneapolis Arts Commission

If yes, what boards or committees? - BOARDS: Girl Scouts River Valley, Franconia Sculpture Park, Domestic Abuse Project, Seward Neighborhood Group, the Soap Factory

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

EXPERTISE OF LIBRARY DESIGN + OPERATIONS. AS AN ARCHITECT I HAVE WORKED ON OVER 30 LIBRARY PROJECTS - ALL PHASES. AND HAVE PRESENTED AT AMERICAN LIBRARY ASSOC. SYMPOSIUM OF LIBRARY OF THE FUTURE; AND ALSO PRESENTED AT MN-ALA ANNUAL CONFERENCE.

5. Why would you be an asset to the board(s)/committee(s) you have selected above? (Use back if necessary)

I would like to be more involved in the town and have expertise in all aspects of governance, operations, fund raising + innovation. I would like to join others to continue to make the library an outstanding community asset for learning + free access, and support staff in their mission to provide meaningful programs + services.

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

SARA ROTHOLE WEINER
Print Name

Sara Rothole Weiner
Signature

RECEIVED
4/7/2023
Date

dg-mail



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to Town Hall (PO Box 270) or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Affordable Housing Advisory Committee
Election Board *
Madeline Island Public Library Board
Town Plan Commission*
Zoning Board of Appeals *
Board of Review (alternate)*
Energy Committee
Public Arts Committee
Winter Transportation Committee
Other:

*Members receive compensation for meeting attendance
** Members receive monthly compensation

2. Personal Information

MARY WHITTAKER

Name (please print)

PO BOX 627 LAPOINTE WI 54850

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time [checked] Seasonal Other

3. Have you served on any other Town boards/committees in the past? YES [checked] NO

If yes, what boards or committees?

PUBLIC ARTS COMMITTEE

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

SEE ATTACHED

5. Why would you be an asset to the board(s)/committee(s) you have selected above? (Use back if necessary)

SEE ATTACHED

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Signature: dg

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above.

MARY WHITTAKER

Print Name

[Signature]

Signature

6/18/2023

Date

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

I value how the library serves the community in so many ways. It is a vibrant place that continues to grow and offer opportunities for all ages in response to the island's needs. I would like to be a part to contribute and support the energy and vision of the library staff and town.

5. Why would you be an asset to the board(s)/committee(s) you have selected above?

I have a background in education and served on a library foundation board in another community. I also have board experience and training including art organizations, preschool, historic preservation organization, and a children's museum. I've been a member of libraries in the different towns where we lived and believe in the important role they play. Since moving to Madeline Island I attended meetings, yoga, and gatherings at Madeline Island Public Library and observed what the library means to the island. I would like to join the board to be a part of the progress and to support the amazing library staff and town in the vision for Madeline Island Public Library.

TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: June 23, 2023

Re: Committees

Library Board. Members are appointed by the Town Chair, with approval of the Town Board. Two seats are available for 3-year terms ending June 30, 2026. The Library Board is recommending the reappointment of Marilyn Hartig and Cynthia Mueller to those seats.

An additional seat is available to fill the vacancy left by Lisa Potswald's resignation; that term expires June 30, 2024. The Library Board has not made a recommendation for that vacancy.

The challenge for the Town Board is that Library Board membership is not in compliance with state statute. State law says a Library Board can have no more than two members who are not residents. Legal staff at the Wisconsin Towns Association tell us that, for the statute that governs Library Board membership, residency is essentially where someone makes their "permanent" home. Under that interpretation, the Library Board has three nonresidents: Cynthia Mueller, Keith Ryskoski and Jane Vogt. That is one too many.

In addition, state law says a Library Board is required to have a designated representative from the school district. The Board currently does not have that designee. It appears that state law does not require the school representative to be a Town resident; thus, it is possible that the school district could designate one of the "nonresident" board members as its designee. However, those discussions have yet not taken place.

Therefore, the safe thing for the Town Board to do is to:

- re-appoint Marilyn Hartig (if that is your wish)
- postpone appointments for the other two vacancies until your July 11 meeting.

That will give the Library Board five members, give the Library time to work through some options, and still allow you to appoint a full seven-member board before their next regular meeting on July 18.

Energy Committee. The committee has the opportunity to pursue a federal renewable energy grant exclusively for rural areas. Committee members seek your approval to proceed. A pre-application is due July 13; if selected, the formal application would be due Oct. 12. The grant does not require a local financial match. The core of the application is the proposed microgrid, which would allow Town Hall, the Clinic and the Library to run independently. Xcel Energy estimates microgrid cost at \$308,000. However, because the federal grant minimum is \$500,000, we would need to add additional infrastructure (perhaps restoring solar at the ESB). muGrid Analytics, which led the feasibility study for the microgrid, would submit the pre-application pro bono. If selected, they estimate their cost for preparing a full application would be \$8,000.

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(5)TB, TA, AA, Clerk, ZA, Public

Date: June 21, 2023
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
Re: Appoint member to Zoning Board of Appeals term ending June 30, 2026.

The following terms expires June 30, 2023;

Rick Reichkitzer - Rick has not replied to my inquiries.
Tom Nelson - Tom would like to serve another 3-year term.

I posted for these available positions from 5/22/23 to 6/21/23. Nobody signed up on the postings.

I will continue to post for members needed.

Thank you,

THE ZONING BOARD OF APPEALS

3 Year Terms, 5 Members 2 Alternates

Oath of Office to be taken within 5 days in receiving appointment per §19.01 and §60.31

PURPOSE: To consider certain appeals and variances.

MEMBERS:

Rick Reichkitzer
Tom Nelson
Paul Brummer, Chair
David Boone
David Ehlen

TERM EXPIRES:

June 30, 2023
June 30, 2023
June 30, 2024
June 30, 2025
June 30, 2025

Alternates:

#1 - OPEN
#2 - OPEN

TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: UPDATED JUNE 27, 2023

Re: Town Hall Administration

- **Public Arts Committee.** The committee received grant awards for its “porta-potty beautification project” – up to \$4,100 from the Grutzner Madeline Island Fund and up to \$1,900 from the Michael Madeline Island Fund. The total award is \$1,500 more than the committee requested; the extra money needs to be used for additional pay to artists. Town Board approval is needed before June 30 in order to accept the awards.
- **Septic Waste Removal Contract.** First, because the estimated annual cost of this contract falls below \$25,000, and because this is a specialty service (not a public construction or public purchase contract), “best judgment” criteria, not low-bid requirements, apply.

Second, because of the water-quality challenges the sanitary district is dealing with (caused primarily, they believe, by high-strength loads from the RV dump station and portable restrooms), this proposed contract differs from the existing contract. In particular, it has additional performance requirements, including that the hauler abide by dilution protocols and other seasonal requirements the sanitary district has in place for those Town facilities.

Initially, La Pointe Septic said it could not commit to signing a contract that includes those requirements. Therefore, based solely on that fact, the original recommendation was to approve a contract with Island Septic, which is the Town’s current hauler. Island Septic currently is abiding by sanitary district protocols voluntarily, and has agreed to abide by the protocols in the proposed Town contract.

Since then, La Pointe Septic says it *can* fulfill all the terms of the proposed contract. Nonetheless, the recommendation remains to approve a contract with Island Septic, primarily because of the excellent working relationship the Town has with the vendor – and because projected overall cost with Island Septic is *lower* than it would be with La Pointe Septic.

This lower projected cost comes despite the fact that La Pointe Septic’s proposed price *appears* to be lower. La Pointe proposes \$120 per holding tank pump-out; Island Septic proposes \$135 per holding tank. La Pointe Septic proposes \$120 “per porta potty;” Island Septic proposes \$120 “for each location” of portable toilet units. (This is an important distinction, because there are two units at the Pocket Park; that means, in essence, Island Septic is charging \$60 per unit at that location.)

Based on 2022 usage, servicing holding tanks would cost the Town \$14,400 with La Pointe Septic and \$16,200 with Island Septic, for a cost difference of \$1,800. Based on 2022 usage, servicing portable toilets would cost the Town \$10,200 with La Pointe Septic and \$6,720 with Island Septic, for a cost difference of \$3,480. Therefore, the overall cost savings with Island Septic would be \$1,680. Again, the recommendation remains to approve a contract with Island Septic.

(5) TB, TA, AA, Clerk, Public
P.W.D.,

CONTRACT FOR SERVICES

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

RECITALS

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

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

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

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

- Pump out of holding tanks: 7 tanks (2,000 to 2,500 gallon) x \$135 per tank per pumpout:
 - o Airport - 793 Big Bay Road
 - o MRF- 346 Big Bay Road
 - o RV Dump Station - 795 Big Bay Road
 - o SRE Building-795 Big Bay Road
 - o Town Park - 2305 Big Bay Road (3 holding tanks)
- Cleanouts of existing portable toilets owned by Town: 3 units x \$120.00 per location per cleanout-recharge (2@Pocket Park, 1@Casper Trail). Includes opening and closing units, seasonal maintenance, supplies. Units may be added or removed per Town request. The same rates apply if new facilities are added during the length of the contract.
- Cleanouts of existing portable toilet owned by Town: 1@Greenwood Cemetery. Town responsible for cleaning, maintenance, supplies. Units may be added or removed per Town request.

2. Payment. In exchange for the Contractor providing the Town of La Pointe with the services described herein, the Town of La Pointe will pay the Contractor within 30 days of receipt of invoice for documented services.

3. Dates of Service. The services provided for herein shall be provided between July 1, 2023, and June 30, 2026.

4. Reimbursement for Expenses. The Town of La Pointe will reimburse the Contractor for the following actual, documented expenses incurred in connection with performing this Contract:

- Sanitary district disposal fees.

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Initial: dg

Unless agreed upon in advance in writing, the Contractor shall bear all other costs and expenses under the terms of this Contract.

5. Specifications. The specifications for the services to be provided by the Contractor to the Town of La Pointe are set forth as follows:

- Contractor agrees to service all Town facilities on a periodic but regular basis, including within 12 business hours when notified by the alarm on a holding tank that it needs pumping.
- Contractor guarantees that, during May through October, portable restroom units will be serviced within 12 hours after notification from the Town requesting services.
- Contractor will transport all waste material from Town facilities to the Madeline Sanitary District treatment plant (or, if necessary, to another permitted DNR wastewater treatment facility), where waste material will be disposed of properly.
- Contractor agrees to follow all service protocols, terms and conditions established by the Madeline Sanitary District. These include, but are not limited to, the following:
 - Between June 1 and Oct. 31 (unless modified by the Sanitary District superintendent): Dilute pumpouts from the RV Dump Station holding tank at a ratio of at least 1:4, preferably by first pumping out the clear water/final tank section of the Big Bay Town Park shower building to ensure proper dilution and the ability of the sanitary district to confirm accurate dilution and reporting. During this timeframe, RV Dump Station will be pumped at least once a week.
 - Between June 1 and Oct. 31 (unless modified by the Sanitary District superintendent): Dilute portable restroom waste at a ratio of at least 1:4.
 - Submit a sample from any load to the Madeline Sanitary District upon request.
 - Submit monthly and annual reports on a timely basis.
- Contractor must comply with all requirements of Chapter NR 113 and Chapter NR 114 of the Wisconsin Administrative Code.

Failure to perform in accordance with these Specifications is grounds for termination of this contract.

6. Workmanlike Manner. The services provided by the Contractor shall be provided in a professional, respectful and workmanlike manner that will not jeopardize the life, health or safety of the Contractor or other individuals.

7. Warranty. The Contractor warrants that:

- a) It possesses and will remain current with a disposal permit from the Madeline Sanitary District, required credentials and licenses from the Wisconsin Department of Natural Resources, and required permits and credentials from other relevant governmental agencies.
- b) All services it provides pursuant to this contract shall be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will, upon being notified of such breach, promptly correct and cure the breach. An uncured breach is grounds for termination of this contract.

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

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

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

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

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

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

- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

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

- a) Worker's compensation insurance (if applicable) 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.

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.

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 written agreement.

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

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

To the Town of La Pointe:

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov
715-747-6913

To the Contractor:

Dan Schuppe/Amity Romundstad
Island Septic LLC
461 Mondamin Trail
La Pointe, WI 54850
islandseptic@hotmail.com
715-747-6085

(S)TB,TA,AA,clerk,Public

May 2023 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$242,609.65</u>
<u>Harbor Commission</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$15,034.76</u>
Total of All Alternative Claims:	\$257,644.41

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Jun 19 2023

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ALTERNATIVE CLAIMS 2023

May 2023

Date	Payable to Who	Check #	Amount	Description
5/4/2023	Payroll Batch ACH direct deposits	EFT#3822473409	36,536.90	PR#9 Ending 04/29/2023
5/4/2023	Ralph, Evan	82130	631.80	PR#9 Ending 04/29/2023
5/1/2023	Wiltz, Joseph	82131	771.36	PR#9 Ending 04/29/2023
TOTAL PAYROLL #9			\$37,940.06	
5/18/2023	Payroll Batch ACH direct deposits	EFT#3395933255	31,035.65	PR#10 Ending 05/13/2023
5/18/2023	Boone, David	82171	46.17	PR#10 Ending 05/13/2023
5/18/2023	Brummer, charles	82172	117.02	PR#10 Ending 05/13/2023
5/18/2023	Brummer, Paul	82173	186.28	PR#10 Ending 05/13/2023
5/18/2023	Nelson, Brian	82174	2,931.25	PR#10 Ending 05/13/2023
5/18/2023	Nelson, Thomas	82175	46.17	PR#10 Ending 05/13/2023
5/18/2023	Ross, Peter	82176	363.17	PR#10 Ending 05/13/2023
TOTAL PAYROLL #10			\$34,725.71	
5/2/2023	Dept of Employee Trust Funds	EFT#10027960	17,858.86	June health ins-May credit
5/4/2023	EFTPS - Federal Deposit	EFT#14691403	10,369.96	PR#9 Federal PR taxes
5/4/2023	WI Dept of Revenue	EFT#1676898400	2,027.54	PR#9 State PR taxes
5/4/2023	Employer/Deferred Comp	EFT#1089323270	150.00	PR#9 Employee contributions
5/4/2023	Wisconsin Dept of Revenue	EFT#1558933600	154.63	PR#9 Garnishment
5/10/2023	Big Water Fire Apparatus	82132	12,292.96	90% prepay 2023 Squad
5/11/2023	Bremer Bank	ACH#9979-00003	101,463.51	Town Dock/BigArm's/Levy shortfall
5/15/2023	WI Dept of Revenue	EFT#14-387-296	992.64	April sales tax
5/18/2023	EFTPS - Federal Deposit	EFT#20791342	10,053.59	PR#10 Federal PR taxes
5/18/2023	WI Dept of Revenue	EFT#1711589472	2,018.71	PR#10 State PR taxes
5/18/2023	Employer/Deferred Comp	EFT#1092452555	150.00	PR#10 Employee contributions
5/18/2023	WI SCTF	82177	490.27	PR#10 Garnishment
5/31/2023	Wisconsin Retirement System	EFT#286548	11,921.21	May 2023 retirements

TOTAL MAY 2023:

\$242,609.65

Harbor Commission

ALTERNATIVE CLAIMS 2023

May 2022

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
	Harbor Commission approved			

MAY 2023 TOTAL:	\$0.00
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\$0.00

MI Library

ALTERNATIVE CLAIMS 2023

May 2023

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
5/16/2023	Library Board approved vouchers		8,234.76	
5/17/2023	Capital One/Wal-Mart	82178	116.68	Supplies, Food/Beverages
5/17/2023	Elan Financial Services (LS)	82179	443.50	Ties, bands, Video, PRIME
5/17/2023	Mount Ashwabay	82180	1,384.80	1/2-3/15/23 rentals, passes,
5/17/2023	Norvado, inc.	82181	187.78	May phones, fax, DSL
5/17/2023	Stage North/The Groundlings	82182	202.00	Tickets:Tales of the Lost Fo
5/17/2023	Town of La Pointe	82183	150.00	NMV Stickers (6)
5/17/2023	With, Barbara	82184	5,750.00	5/15-8/12/23 House lease

5/26/2023	Library Board approved vouchers		6,800.00	
5/26/2023	Everest, James	82185	6,800.00	

 MAY 2023 TOTAL:	\$15,034.76
MI Public Library Board approved	

\$0.00

Treasurer's Cash Summary as of May 31, 2023

(5) TB, TA, AA, Clerk, Public

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,013,746.78	\$ 76,246.56	\$ (608,347.79)	\$ 862.93	\$ (24.91)	\$ 286,476.74	\$ 768,960.31
Designated	167668	\$ 1,698,713.87			\$ 2,695.54		\$ (286,476.74)	\$ 1,414,932.67
Sect. 125	3150485	\$ 21,163.67		\$ (2,378.42)				\$ 18,785.25
Tax	3142004	\$ 12,691.97			\$ 20.16			\$ 12,712.13
Library Savings		\$300.68			\$ 0.05			\$ 300.73
Totals		\$ 2,746,616.97	\$ 76,246.56	\$ (610,726.21)	\$ 3,578.68	\$ (24.91)	\$ -	\$ 2,215,691.09

Bank Reconciliation			
Reported Bank Balance	\$ 2,258,526.39	Available Cash	\$ 768,960.31
Deposits in Transit	\$ -	Tax Transfer	\$ -
Subtotal	\$ 2,258,526.39	Deposits	\$ 31,180.42
Less Outstanding Checks	\$ (42,835.30)	Checks	\$ (273,703.69)
Checkbook Balance	\$ 2,215,691.09		
		Total Avail. Cking Account	\$ 526,437.04

Accounting Program Totals:	
General Funds	\$ 768,960.31
Designated Funds	\$ 1,414,932.67
Tax Account	\$ 12,712.13
Section 125	\$ 18,785.25
Library Savings	\$ 300.73
TOTAL	\$ 2,215,691.09

Treasurer's Report \$ 2,215,691.09
 Variance \$ -
 Balance 05/31/2022 \$1,008,605
 outstanding PO \$ (464,073.09)
Balanced

Treasurer's Report \$ 2,215,691.09
 Variance \$ -

prepared by Pete Ross
 15-Jun-23

Balanced

RECEIVED
 JUN 15 2023
 Initial: *dy*

TBS TA, AA, CLK.
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
JUNE 13, 2023
5:30 PM AT TOWN HALL
Draft Minutes**

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

Town Board Members Absent: Supervisor Samantha Dobson

Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne

Public Present: Paul Brummer, Maddie Rupp, Scott Grabarek, Susie Flores, Frankie Flores, Jim Rogers, Peg Bertel

Called to Order: 5:32pm

I. Public Comment A*: Clerk Montagne read a comment from John Carlson on follow up with dock and fire hall issues.

Motion to move to agenda items V. B. 1. then 4. C. 2., A. Baxter/ S. Brenna, 4 Ayes, Motion Carried.

V. Committees

B. Public Arts Committee

1. Temporary Art on Pavement of Michael Cadotte Road and on Town Sidewalks: Presentation from Maddie Rupp of the Public Arts Committee on project ideas of a temporary chalk poetry art event on the street and permanent sidewalk on any new sidewalks. Discussion on making sure there can be access to road during an event in case of an emergency as well as possibly providing guidelines to the event to deter any offensive language and what to do if such occurs. Motion to approve the project proposal with the final plan to be submitted to the Town Board for final approval, A. Baxter. S. Brenna, 4 Ayes, Motion Carried.

IV. Public Works

C. Airport

2. Appeal of Lease Termination on Industrial Lots 4 & 5: Scott Grabarek present to provide information on why his bill was not paid due to family issue off island, that he would like to keep his lease through 2023. Motion to reinstate the lease with the one-year extension through 2023 contingent upon payment and certificate of insurance received, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

Motion to move to agenda item 4. B. 1, S. Brenna/ A. Baxter, 4 Ayes, Motion Carried.

IV. Public Works

B. Parks

1. **2023 Fee Schedule: Establish Rate for Restaurants Utilizing Town Parkland or Sidewalk for Additional Seating:** Susie Flores of Grampa Tony's provided information and questions as to why this is now coming up and she feels her business is being singled out. Discussion on how the Town cannot allow business on Town Property without permits/ fees. If the items (picnic tables) are moved from Town property then there is no issue, and thus no need for a fee. If individual members of the public move their chairs on to public property, there is also no problem, as long as they are moved at the end of each day for mowing, clean up, etc. No action taken.

Motion to return to the regular agenda, item II., S. Brenna/ A. Baxter, 4 Ayes, Motion Carried.

II. Open Bids

A. **Request for Proposals 'RFP 23-03' Sidewalk Installation:** None received.

B. **Request for Proposals: Septic Waste Removal:** Two received. 1. From Island Septic for \$135/ holding tank and \$120/porta potty (with own options for Greenwood Cemetery porta potty). 2. From La Pointe Septic for \$120/ holding tank and porta potty.

III. Administrative Reports

A. **Town Administrator's Report:** prepared by Michael Kuchta

B. **Public Works Director's Report:** Prepared by Ben Schram

C. **MRF Supervisor's Report:** Prepared by Martin Curry

D. **Airport Manager's Report & Checklist:** Prepared by Paul Wilharm

E. **Planning and Zoning Administrator's Report:** Prepared by Ed Schaffer

F. **Accounting Administrator's Report:** Prepared by Barb Nelson

G. **Police Chief's Report:** prepared by William Defoe: Discussion on new Intoximeter.

H. **Fire Chief's Report:** Prepared by Rick Reichkitzer: Elevated fire danger

I. **Ambulance Director's Report:** Prepared by Cindy Dalzell

Reports for May 2023 placed on file by Unanimous Consent.

IV. Public Works

A. Roads, Dock and Harbor

1. **Updates on Dock Issues:** Crew will silicone a few gaps until more permanent welding fix can be done in winter with good ice to access.

2. **Dock Use by Apostle Islands Cruises, July 21, 2023:** Motion to deny the request, S. Brenna/ A. Baxter, 4 Ayes, Motion Carried. Discussion on looking into intermittent commercial dock use pros and cons etc.

B. Parks

2. **Discussions with Madeline Sanitary District re: RV Dump Station:** it was a good

meeting. Short term fix will be to mix the loads pumped from the dump station to dilute them. The lease between the DNR and the Town will be looked into to see if it can be modified.

3. Hire Parks #2: Motion to hire Zakary Hedican at \$17.99/hr as temporary full-time from 6/19/23 to 9/22/23 (as the first hire for this position did not work out), M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

C. Airport

1. Airport Fee Schedule: No need to change fees if the new payment options are implemented. Motion to get the new envelopes so the QR codes can be used for payments through Paypal, A. Baxter/ S. Brenna, 4 Ayes, Motion Carried.

D. Greenwood Cemetery

1. Contract with Barany Residential and Commercial Cleaning: Motion to approve, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

V. Committees

- A. Planning and Zoning: Nothing at this time.

VI. Town Hall Administration

- A. Special Event Permit: Indigenous Market & Music at Joni's Beach 7/6/23- 7/9/23: Motion to approve, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.
- B. Fireworks Permit: Hollywood Pyrotechnics, July 4, 2023; Motion to approve, A. Baxter/ M. Anderson, 4 Ayes, Motion Carried.
- C. Contract with Superior Plumbing & Mechanical for HVAC: Motion to approve, S. Brenna/ A. Baxter, 4 Ayes, Motion Carried.
- D. Revised Proposal from Harmon Tower for Conversion of Lease to Perpetual Easement: Motion to reject the proposal, keep the current lease, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.
- E. Extension of Vacation Hours for Town Administrator Michael Kuchta: Motion to approve 67.5 hours through 5/31/2024, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

- VII. Vouchers: Motion to approve vouchers in the amount of \$132,701.93, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

VIII. Minutes

- A. Regular Town Board Meeting May 23, 2023: one typo in item III.
- B. Special Town Board Meeting June 6, 2023

Motion to approve minutes, S. Brenna/ M. Anderson, 4 Ayes, Motion Carried.

IX. Emergency Services

- A. Police Department

1. Employee Status of Jon Rahlf from Full Time to Part Time Effective June 24, 2023: Motion to approve, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.
2. Promotion of Thomas Rossberger to Full Time: Motion to approve starting 6/23/23 with the same wage and 2 weeks vacation, M. Anderson/ A. Baxter, 4 Ayes, Motion Carried.

B. Fire Department

1. Authorization of Credit Card with \$5,000 Limit: Motion to approve the card for Tim Eldred, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

C. Updates on Emergency Services Building Issues: memo provided by TA states possible changes in roof/ snowguards, generator maintenance, and warranty work on the 'smart building' system.

D. Emergency Services Week: Thank you to all of the Town's Emergency Services Personnell!

X. Public Comment B:** Paul Brummer commented on vendors allowed to sell with a special event permit vs. no tables and chairs on town property.

XI. Liquor & Operators' Licenses

A. Combination "Class A" Liquor License and Class "A" Fermented Malt Beverage License

1. Island Market Inc., Serena Gelinis Agent
2. Madeline Island Yacht Club Inc., Mazie Ashe Agent
3. Mission Hill Coffee House/ La Pointe Provisions, Marie Noha

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

B. Class "B" Retail Sale of Fermented Malt Beverages License

1. Madeline Island Golf Club, Inc, Michael Starck Agent
2. Rock House Food Truck, Elena Bangeeva Erickson (6/14/23 – 6/30/23)
3. Rock House Food Truck, Elena Bangeeva Erickson

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

C. "Class C" Wine License

1. Rock House Food Truck, Elena Bangeeva Erickson (6/14/23 – 6/30/23)
2. Rock House Food Truck, Elena Bangeeva Erickson

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

D. Cigarette and Tobacco License

1. Island Market Inc.

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

E. Non-intoxicating Beverage License

1. Island Market Inc.
2. Madeline Island Golf Club, Inc
3. Madeline Island Yacht Club
4. Mission Hill/ La Pointe Provisions
5. Rock House Food Truck
6. Superior Scooters

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

F. Operator's Licenses

1. Charles Campbell
2. Kye Castillo
3. Anthony Jeannette
4. Bruce McLellan
5. Savannah Newton
6. Nancy Sandstrom
7. Ronald Skoglund Jr.

Motion to approve, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

XII. Lawsuits & Legal Issues

- A. Petition with the Wisconsin Department of Revenue Regarding Ashland County: waiting for the July 24th deadline for a decision.
- B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a): Ashland County denied the claim, the Town has not received any formal notification yet.
- C. Possible Lawsuit Against Ashland County

XIII. New Agenda Items for Future Meetings: Industrial lot lease, change the Town Board meeting start time to 5:00, sidewalks RFP

XIV. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 4 Ayes, Motion Carried. Adjourned at 6:57pm.

Submitted by Micaela Montagne, Town Clerk.