

## TOWN ADMINISTRATOR REPORT

To: Town Board

From: Michael Kuchta

DATES COVERED IN REPORT: Aug. 18-Sept. 8, 2023

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### 1. Accomplished/Completed

- **2024 Budget.** Deadlines and a calendar of workshops are set; department heads have budget files in hand. Capital requests are due Sept. 21; operating budget requests are due Sept. 29

### 2. Coming Up

- **WTA Fall Workshop.** Lauren Burtaux and I plan to attend Sept. 20 in Cable.
- **WTA Unit Meeting.** I plan to attend Sept. 25 in Moquah.
- **Treaty Day.** Events are scheduled for Sept. 30. We anticipate a rental or special event application for the rec center.

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

- See separate memo

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

- **Airport.** Micro-finishing and restriping of the airport runway are scheduled to begin Sept. 11, weather permitting. The BOA selected SEH as the contractor for the terminal/hangar renovation; airport manager Paul Wilharm and I were scheduled to attend the project scoping meeting on Sept. 8.
- **Auction.** The auction of Town property grossed \$13,033.01; that includes the winning bid on the decommissioned police squad: \$9,047.
- **BBTP.** Ben Schram and I are meeting Sept. 19 with James Lemke from the DNR's real estate division to discuss possible easements or other land arrangements.
- **Budget Transfers.** Nearly \$40,000 in budgeted transfers will take place from the General Fund to various designated funds: Police Communication (\$2,000), Fire Department Truck Replacement (\$16,500), Winter Transportation (\$10,000), Affordable Housing (\$4,000), Public Arts (\$4,300), Energy (\$2,000), Comprehensive Plan Steering Committee (\$575), Community Awards (\$175).
- **Cell Tower.** Harmoni Towers raised their offer for a perpetual easement of the AT&T to \$162,000, a slight increase from the \$157,410 offer you rejected on June 13.
- **EMS Ball.** To date, the event grossed \$31,396.
- **Gravel Road Survey.** Roughly two-thirds of survey participants oppose paving North Shore, Benjamin or Schoolhouse: 65.69% of seasonal residents, 66.06% of North Shore property owners, and 67.3% of year-round residents. A slight majority (50.3%) favored reducing the speed limit on those roads; 45.8% favored keeping the limit at 40 mph. 288 people participated in the advisory survey, which was taken in response to requests at the April Town Meeting.
- **Public hearing: Comprehensive Plan.** At least 39 people attended at least part of the hearing on Aug. 24: 23 members of the public in person, 6 members of the public online, 5 TPC members, 3 Town Board members, and 2 staff.

- **Public hearing: Rental Ordinance.** At least 76 people attended at least part of the hearing on Aug. 30: 46 members of the public in person, 20 members of the public online, 4 TPC members, 4 Town Board members, and 2 staff.
- **Sanitary District.** District manager Zach Montagne and I met Sept. 5 with the DNR's basin manager and staff from the DNR's clean water loan program about logistics and potential funding for moving the RV waste disposal site. Meetings are scheduled Sept. 19 with James Lemke from the DNR's real estate division (which is signatory to the MOU that requires the Town to maintain a free disposal site) and Sept. 22 with BBSP's David Lindsley and his regional supervisor, Bob Skalitzky.
- **Treaty Day.** Tribal members are organizing a canoe flotilla from the mainland; we are working out logistics for them to land at the O'Brien Approach.

#### 5. Grant Report

- **Duluth Superior Area Community Foundation.** At Ted Michael's request, I applied to the Michael Madeline Island Fund for a contribution to the Town's legal fund. Mr. Michael urged a request of \$4,000; the fund application allows a maximum request of only \$1,000. We'll see how this plays out.
- **Energy Committee.** The committee's application to the US Department of Energy for a resilient microgrid grant was *not* selected for further review. Only 59 of 659 applications were selected.

#### 6. Lawsuits/Legal Issues

- **Ashland County.** I had brief phone conversations with County Board Supervisor Matt Mackenzie and County Administrator Dan Grady, and shared via email the elements the Town Board requires in a new law enforcement agreement. There has been no follow-up from the County.
- **DOR Petition.** Town attorneys were finalizing their brief, requesting a review by the state's Tax Appeals Commission of the DOR's ruling. The deadline to file is Sept. 18.

#### 7. Other Information

- **Vacation.** I am out of the office on Sept. 11-12, 15 and 18.

TBS TA, AA, Clerk, public  
Ben

## August 2023 Public Works Report

### Roads

- August was a very busy month as expected, but overall, the island's roads fared well. Schoolhouse Road had some shoulder repairs done after some minor washouts along the western stretch, which was ditched last fall, and flooded this past April.
- One of the worst holes within the failing pavement of Mondamin Trail was patched with cold mix. I spent half a day with the estimator from Northwoods Paving going over the options for long term repairs, and other areas to be paved or repaired, but any option is extremely expensive. The crew plans to patch other failed spots on Mondamin this fall.
- On 8/10 the crew attended a wheel loader training seminar sponsored by McCoy in the City of Montreal, WI., for some helpful information on loader operation and use of special features. The Town's JD444K wheel loader is equipped with JDLink, which is a program that syncs to the cloud and can track every movement the loader makes, along with monitoring engine analytics.
- On 8/22 Evan spread an additional four tons of magnesium chloride on Schoolhouse Road, Benjamin Blvd., and the busiest stretches of North Shore Road.
- Snowplace Lane had new 20 m.p.h. signs and 'no parking' signage installed per a newly adopted ordinance.

### Airport

- Major Gilbert Field isn't usually noted in this report, but it should be noted that the crew made some unprecedented steps in clearing and brushing this month, both on the runway and the AWOS weather station perimeter, due to favorable conditions. The BOA inspector was here the week of the 21<sup>st</sup> and performed a drone survey, so we will wait to hear the results of that before continuing. In the meantime, the clean-up of downed trees and brush removal will carry on as time allows.

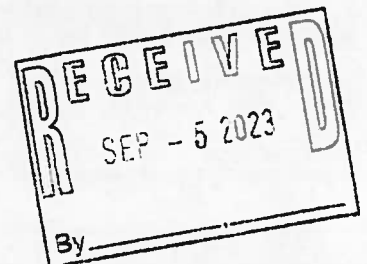
### Parks

- BBTP and the downtown Park system will quiet down as we get into September, but it has been a good summer season and the crew did a fantastic job.
- The new playground area at BBTP began construction the last week of August, and the slide, paid for by last year's donations, was installed. It was an instant success, and the crew will install a small two-person swing set and one other small item tbd in early Sept.

### Misc.

- Thanks once again to Evan Jr. for administering another very successful Town equipment auction.
- Thanks to Marty and all the committee members, service members, and volunteers who made the EMS Ball on 8/26 a huge success.

Respectfully submitted,  
Ben Schram,  
Public Work Director



TR(9), CLERK, ACCT, CLERICAL, TA, PUBLIC

### Letters from MRFY (September 2023)

*Summer has come and passed  
The innocent can never last  
Wake me up when September ends  
Like my fathers come to pass  
Seven years has gone so fast  
Wake me up when September ends - Green Day*

Somewhere between the springtime melting and the turning of the first leaf is a phenomenon known as summer. For me, I tolerate summer to get to the cool frosty evenings and forest canopy tinged with reds, yellows and ambers. I can tell it's close because, on my afternoon walk the other day, my feet were pressing tiny green acorns into the soft clay earth. Acorns falling is a beautiful thing. All mighty oaks begin as a tiny acorn and they represent the passing of time in a slow, gradual and graceful way.

This summer hasn't been too bad and I don't want to sound ungrateful. The evenings have been cool, the smiles have been frequent, and the daytime high temps haven't been too hard on the farm animals. But, like the weather, change is everywhere and we must adapt and prepare for the pending autumn. The short-sleeve Hawaiian shirts will be packed away in exchange for long-sleeve flannels, and khaki shorts will give way to jeans and corduroy pants. With this change comes a time of reflection and pondering on what mysteries have been revealed this past summer, and I would be derelict in my duties if I didn't share the most profound bit of summer wisdom that I have learned: We eat a lot of beans.

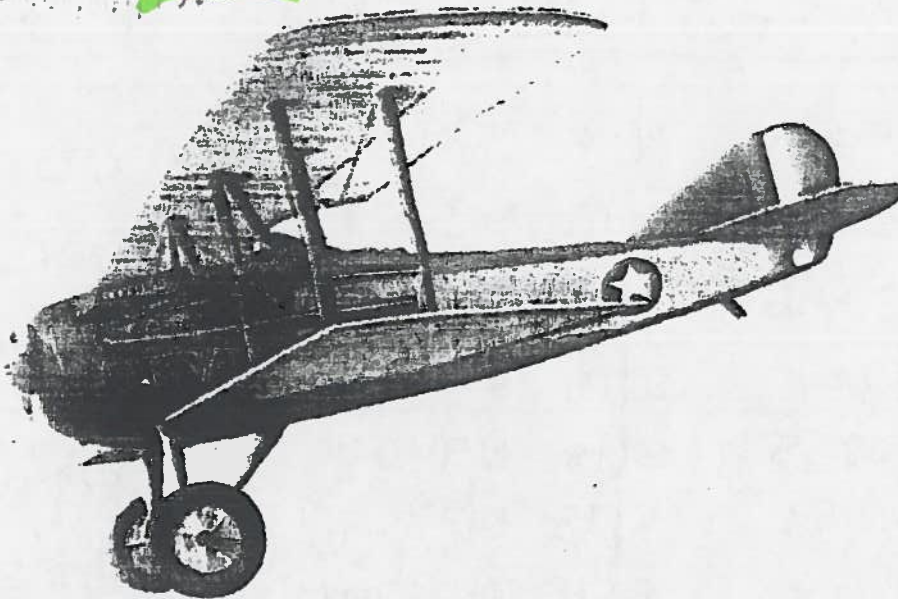
In my business, you take notice of things and I've never seen more bean cans roll through this joint between June and August. Now, I get it, they ARE the magical fruit and they pair nicely with most dishes – but we might have an unhealthy reliance on beans. Black, pinto, green, refried, lima, baked. You can stew them, boil them, put them in a casserole, make a soup with them ... I'm starting to sound like Bubba in "Forrest Gump." Truth of the matter is "WE love beans" (this might be a logo on a MRF t-shirt at some point in the future.) The dangerous byproduct of bean cans is when they are unwashed. There is no stink more profoundly putrid than 1-week-old bean juice. It is the stuff of legend. Wash your bean cans, please.

The MRF is in the waning days of summer madness. The crowds have thinned and we have gotten quite a few "This is our last trip to the dump" as well as a couple "Have a nice winter! We will see you next year!" Michael is hauling our tonnage of cardboard and paper to distant towns, and we are in the beginning stages of winter preparation. It sounds early but taking advantage of the markets is key. Strike while the iron is hot, they used to say. We are making storage space to get through the winter. Our Annual Report for the DNR is in the works as are some strategy pieces for our autos. Smashy Season is right around the corner.

In other news, I submitted some presentation papers to recycling conferences around the country (and one in Italy) extolling the virtues and challenges of waste management in our little island community. I don't think they know what they are in for. Lol.

Be MRftastic.  
**Martin A. Curry**  
Recycling Supervisor





**Major Gilbert Field (4R5)**

**To: Town Board**

**From: Paul Wilharm**

**Date: 09/07/23**

**Re: Monthly report for August 2023**

**During the month of August our airport was issue free !  
BOA crack sealing complete. Micro surfacing and fresh markings to follow.**

**Attached are logs / checklists**

**Thanks !**

*Paul*  
*cover + (6)*

following filed flight plans 8/23

8/1	N1706W	8/12	N291BW
8/1	N9571E	8/17	N325TT
8/1	N75866	8/17	N97221
8/2	N61761	8/18	N2899N
8/2	N80855	8/18	N9461C
8/2	N2709L	8/18	N218MN
8/3	N8111Y	8/18	N1170M
8/3	N1592L	8/18	N71923
8/3	N413J	8/18	N200NW
8/4	N17DC	8/19	N9170D
8/4	N1557X	8/19	N37FB
8/4	N3658L	8/20	N301MA
8/4	N24RF	8/20	N735LL
8/5	N4923D	8/21	N8577W
8/5	N528PF	8/25	N200NW
8/5	N9341C	8/26	N592PU
8/5	N172YH	8/27	N479SS
8/5	N1108C	8/27	N329VR
8/11	N192AF	8/27	N362MK
8/12	N631DB	8/28	N368V
8/12	N55423	8/31	N79118
8/12	N5037S	8/31	N147HB
8/12	N55423	8/31	N39FB
8/12	N175DL		

Drop box  
receipts:  
\$345.00

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Additional  
traffic see  
sign in  
sheets

WELCOME TO 4R5

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
8/1	Kevin Conklin	N987TE	2	Pleasure	KEGV	
8/2	Scott Sather	N2709L	2	Pleasure	KFCM	
8/3	Bruce Beckner	N81114	2	Pleasure	RGK	
8/3	Brandon Newell	N5420H	3	Pleasure	FSUW	
8/3	Todd Hostetler	N5230N	2	Pleasure	KAUW	65
8/3	František Konka	N2875L	4	Pleasure	KLUM	42
8/3	Tyler Umrl / Caleb Feibus	N177TK	2	Training	KAUW	
8/4	Rick Swan	N17DC	2	Pleasure	KTCZN	
8/4	Colin Doyle	N7557X	2	Pleasure	KSTC	(30)
8/4	John Hess	N271RG	3	Pleasure	KMSN	(30)
8/4	Mike Graczyk	N3658E	1	PRES	ZID	
8/5	Sean Skahan	N15107	1	Pleas.	KSTC	(20)
8/5	Paul Fritz	NT396G	2	P	KSGS	
8/5	Isaac Neumann	N9341C	2	P	KSGS	76

8/23 Pilot Stan in (1)

ECH  
LAK

30

30

20





WELCOME TO 4R5

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
Aug 16	Dillon Town	738JX	2	Pleasure	KSUW	2
8/17	MIKE DOBLE	N9741R	3	PLEAS.	KUES	3
8/18	Adam Abou Aish	N946LC	3	Pleasure	ZID	21
8/18	Torben Kiese	N69658	2	Pleasure	AN E	-
8/18	Schlueman	2807E	2	B	KULC	-
8/19	Jordan Smith	N9170D	2	Pleasure	Kmic	-
8/20	EMIRO CAICEDO	N735LL	3	Pleasure	KFCM	-
8/20	Jared Johnson	N5852 Q	3	Pleasure	KEAU	-
8/20	Tenise Michaels	N301MA	3	Pleasure	KES	4
8/20	Jeff Lundquist	N8365Y	4	Pleasure	KOEO	-
8/20-21	Steve Bemes	N229TA	2	P	KFBL	-
8/25	S Ruetter	N5317D	1	P	ZBW	25
8/25-8-27	A. W. MTL	N1824W	2	P	KPWK	5
8/26	P Morrissy	N1592PU	2	P	C56	-
8/26	D. DENKERS	747WM	1	P	RGK	-

(20)

(15)

(40)

(30)

All the chocolate (73) then 6 A/T

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	C
8-27	D. KRANZ	368V				
<del>8-27</del>	<del>Jeff Bulmer</del>	<del>31730</del>	1	P	RGK	
8-27	Jeff Bulmer	3173W	2	P.	SMW3	
8-27	Camryn & LM	3506y	1		21D	
8/29	JOHNSON	463SP	2	P	OGC	
8/30	Nick Kremer	79118	3	P	OEO	
8/30	John/Nancy ☺	6970G	2	P	KUBE	
8/30	Shannon	704DT	1	P	C77	
8/30		9774B				
8/31	D. Stovane	147HB	2	P		

(15)

(15)

(15)

(15)

(11)

4 Run 6 total records

Available Reports	Reference...	NOTAM N...	NOTAM Text	Designator	Recipient...	Contact In...	0
Civil Airport Coordination Report	00222007	00000	ICR00 00000-4RS RWY 22 RWY US 2300021015-2300011514	4RS	Post	airport@to...	
Civil Airport NOTAM Report	00240000	00070	ICR00 00070-4RS RWY 0422 CLSD 2300071330-2300102300	4RS	Post	airport@to...	
	00240000	00070	ICR00 00070-4RS RWY 0422 CLSD 2300071330-2300102300	4RS	Post	airport@to...	
	00000000	00104	ICR00 00104-4RS RWY 0422 SFC MARKINGS FADED 2300101001-23001...	4RS	Post	airport@to...	
	00000000	00222	ICR00 00222-4RS RWY 0422 WIP ADJ RIGHT OF WAY CLEARING 230014...	4RS	Post	airport@to...	
	00010000	00207	ICR00 00207-4RS RWY 0422 WIP RIGHT OF WAY CLEARING ADJ 230016...	4RS	Post	airport@to...	

Filter Name	Filter Value
Location	4RS
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	08/01/2023
Date Range (End)	08/31/2023

8/23 NOTAM

**Zoning Report 8/31/2023**

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)**

**ZONING REPORT 8/31/2023**

**Building/Land Use Permits**

	2023		2022	
	Value	Number	Value	Number
County	\$4,850.00	23	\$9,235.00	29
Town	<u>\$8,382.25</u>	<u>51</u>	<u>\$19,371.50</u>	<u>63</u>
Total	\$13,232.25	74	\$28,606.50	92

**Town Revenue (year to date)      Town Revenue (2022)**

Permits	\$8,382.25	Permits	\$17,121.50
Variance	0	Variance	
CSM	\$500.00	CSM	\$750.00
Special exception	\$750.00		
CUP	<u>0</u>	CUP	<u>\$1,500.00</u>
Total	\$9,632.25	Total	\$19,371.00

**Short-Term Rental Permits**

Source	2023 (year to date)		2022 (year to date)	
	Permits	Revenue	Permits	Revenue
Rentals by owner	77	\$13,825.00	71	\$9,160.00
Madeline Island Vacations	49	\$8,575.00	32	\$7,280.00
The Inn on Madeline Island	<u>29</u>	<u>\$5,075.00</u>	<u>21</u>	<u>\$4,650.00</u>
Total rental properties	155	\$27,475.00	124	\$21,090.00

All Short-Term Rentals are paid and processed.



**Zoning Report 8/31/2023**

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)**

8/1/2023	2023-40	Thomas Bristow	556	Middle Rd.	00190-0410	Accessory Building	\$185.00	
8/1/2023	2023-41	Schimke-Nelson	2180	Big Bay Rd.	00083-0210	Accessory Building	\$102.00	
8/8/2023	2023-42	Victoria Moore	546	Oak Lane	00006-0800	Addition	\$255.00	DBL FEES
8/8/2023	8990 2023-43	Gary Michalko	835	South Shore Rd.	00293-0600	Accessory building	\$291.00	\$200.00
8/9/2023	8991 2023-44	Daniel Titcomb	475	Capsler Road	00005-0900	Dwelling	\$773.00	\$500.00
8/15/2023		Gary Michalko	835	South Shore Rd.	00293-0600	DBL Fees	\$291.00	
8/15/2023	8992 2023-45	Gegory Wright	1632	North Shore Rd.	00099-0110	Land Disturbing	\$75.00	\$150.00
8/15/2023	2023-46	Catherine Ashe	277	Raymond Rd.	00006-0100	Building-Land disturbing	\$175.00	
8/22/2023	8993 2023-47	St. Johns Church	702	Main St.	00441-0100	Accessory Building	\$125.00	\$200.00
8/22/2023	8994 2023-48	Susan Geiger	2419	Hagen Rd.	00064-0300	Driveway extension	\$75.00	\$150.00
8/23/2023	8995 2023-49	Fletcher Brown	1269	Sunny Slope	00116-1900	Addition	\$175.00	\$175.00
8/23/2023	8996	Lois Heilbronn	1997	Hagen Rd.	00159-0000	Shoreland Grading		\$150.00
8/29/2023	2023-50	Riley Brown	454	Mondamin Trl.	00211-0300	Building	\$244.00	
8/31/2023	2023-51	Heather Alton	1165	Sunny Slope	0458-0200	Land disturbing	\$75.00	

**Zoning Report 8/31/2023**

**Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5)**

Work on the fire numbers is progressing. Hopefully, I can get this done by early winter. When completed, I should have an accurate number of signs that need to be ordered. The Ordinance rewrite work group and I continue to meet once a week.

There were two public hearings this month, one for the Comprehensive Plan and one for the Ordinance to Regulate Rental Properties. The work group that was asked to create the Draft Ordinance to Regulate Rental Properties held an informal Q&A to try to answer any questions that the public had on the Draft Ordinance.

I received two calls from concerned citizens wondering if projects on the island were being done with permits. On one of these projects, I issued a stop work order and the owner complied. The other project was rebuilding existing and in compliance with our Ordinance.

Ed Schaffer

Submitted 8/31/2023

## Internal Accounting Coordinator Report August 2023

09/06/2023

### 1. Software:

- a. I had a training course with Workhorse on Wednesday, September 6<sup>th</sup>. It was helpful to see how the different modules work separately, and together. A part of the training consisted of budget reports and how to better utilize WH for the department heads.
  - i. I have a training scheduled with Ben Schram to show him how Workhorse operates and how he can use the software to help not only with his budget for next year, but how to use it in real time. That training is scheduled for Thursday, September 7<sup>th</sup>. I have offered this to other department heads as well.
- b. Workhorse offers an all-day in person and online training conference on October 20<sup>th</sup>. I have registered to do the conference online. I hope to learn how to use the software for what the Town's needs are, post Barb.

### 2. Airport CARES Grant:

- a. Barb has put me on this task and walked me through the process before her retirement. I have informed Paul that I am aware and may be asking him for assistance. It is due October 1<sup>st</sup>.

### 3. Training:

- a. Michael has informed me of the 2023 Fall Workshop put on by the Wisconsin Towns Association. I plan to attend the workshop on Wednesday, September 20<sup>th</sup>, near Cable, WI, with Michael.

4. Two Weeks Post Barb: I am slowly but surely finding my way behind Barb's desk without her guidance and expertise. I plan to work with the treasurer to make things more streamlined. I am looking forward to learning as much as I can about accounting and local government.

5. Ehlers: I have a conference call scheduled with Angela (Angie) Truchon, from Ehlers, to discuss what she needs from myself, and the treasurer, set for Monday, September 11<sup>th</sup> at 2pm. We will discuss how to move forward, along with setting up a regular "check in", either weekly or bi-weekly. I am excited to touch base with her, and I believe she will be able to teach me a lot!

Respectfully submitted,

*Lauren Burtaux*

Internal Accounting Coordinator

PUBLIC



# LA POINTE POLICE DEPARTMENT

MADLINE ISLAND  
270 MAIN STREET  
LA POINTE, WISCONSIN 54850

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

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**To:** Town Board  
**From:** William Defoe  
**Date:** 9/6/2023  
**Re:** Monthly Police Report for September

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During the month August 2023, the La Pointe Police issued the following:

- 1 Parking Citations
- 18 Traffic Citations
- 1 Ordinance Citations
- 0 Arrests transported off island.
- 0 Arrests released to responsible parties.

We made it to Labor Day, it will be nice to see a slowdown, but frankly, we are not ready for winter to be around the corner. Let's hope we have an extended warm fall. Our calls for service decreased a little this month, which is rather normal, and we will be on a decline heading into the rest of the year.

Speaking of being after Labor Day, School has now started, and I would like to remind folks that the fines double in school zones when children are present. Please give yourself time and go past the school nice and slow during school hours.

Karl Williams is now at the academy, and is doing well, we look forward to being able to use him full time in the near future.

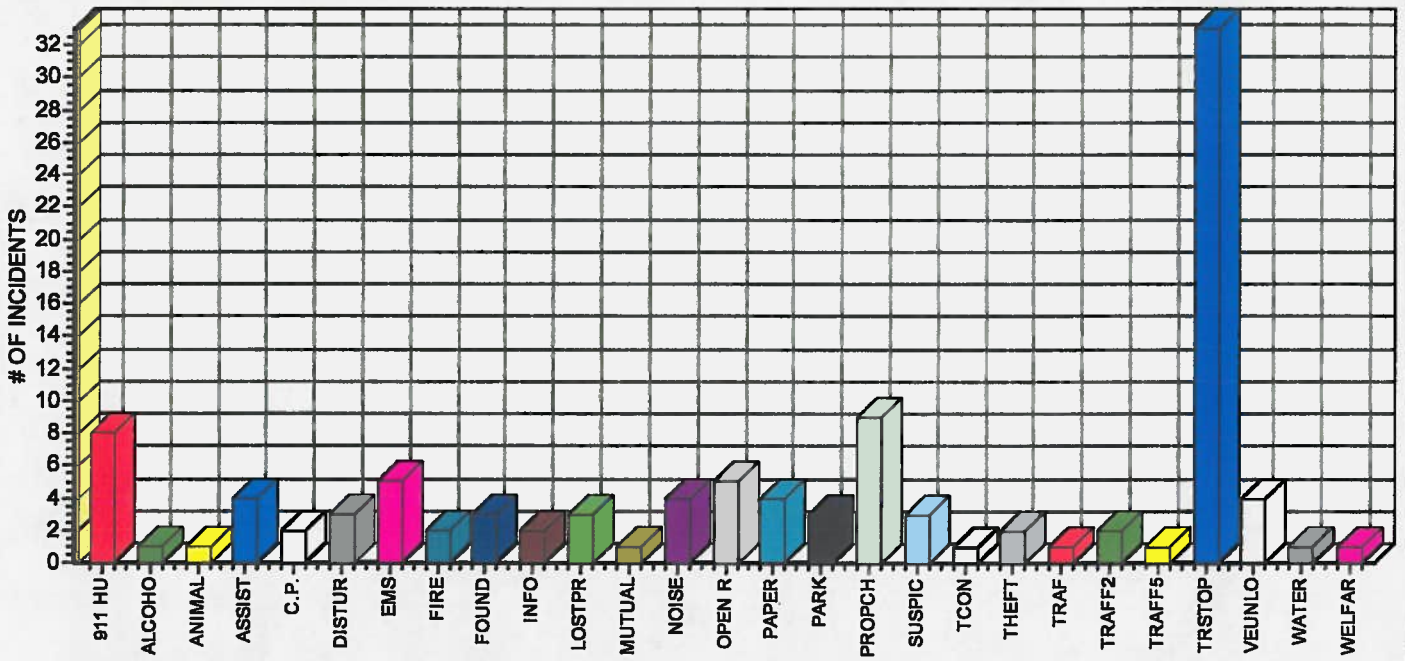
By the time you read this, our new squad should be in use on the island. There was a long wait with delays due to equipment not coming in. As I type this, Big Water is in the final stages of equipping it.

Our old squad brought over \$9,000 at auction, which is the most we have ever received for an old squad, moving to the Wisconsin Surplus Online was most definitely more responsible to our taxpayers this time around.

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

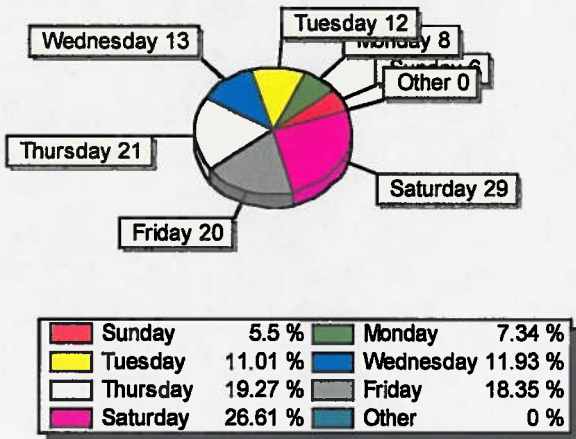


Incident Frequency by TYPE (Top 27 of 27 Shown) (Using DATE RECD)

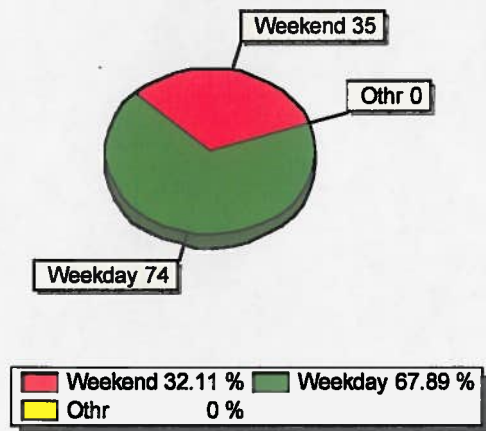


911 HU	8	ALCOHO	1	ANIMAL	1	ASSIST	4	C.P.	2	DISTUR	3	EMS	5
FIRE	2	FOUND	3	INFO	2	LOSTPR	3	MUTUAL	1	NOISE	4	OPEN R	5
PAPER	4	PARK	3	PROPCH	9	SUSPIC	3	TCON	1	THEFT	2	TRAF	1
TRAFF2	2	TRAFF5	1	TRSTOP	33	VEUNLO	4	WATER	1	WELFAR	1		

By Day of Week



Weekday vs Weekend



Search Criteria: (LOGNUM >= 'A4-23-00001')  
 (LOGNUM <= 'A4-23-10000')  
 (DISTRICT >= '07')  
 (DATE\_RECD >= TO\_DATE('8/1/2023','MM/DD/YYYY'))  
 (DATE\_RECD <= TO\_DATE('8/31/2023','MM/DD/YYYY'))

**Madeline Island Ambulance Service Report**  
**August 31, 2023**

We had seventeen runs in August. Eight were transports, and the others were non-transport and fire stand-by's.

I am working to update our roster and add in more information for the state on each EMT and EMR. We are updating our Credential Agreements with our Medical Director as well. It will soon be time to start work on the FAP grant for this season. I understand that there may be additional funds available as in 2022/2023. I am hoping to grow the funds needed to purchase a new or very lightly used ambulance for the 2012 rig that we use the most during our busy season. There are many updates with communications and technology as well as safety features that our service would benefit from.

Runs are completed in the new software system with the state, and I have worked with the new billing company to figure out the best way to get them the documents and signatures that they are requesting.

I have been talking to Stryker about changing our order for the EKG equipment. I would cancel the order with Ferno. and go back to Stryker. They say there is a lead time but they could get us a unit for training and to put into use this fall. The representative from Stryker will be here in early October and we plan to meet and go over the details.

The fundraiser was a huge success! I would like to thank the entire committee and all of the volunteers that made it the event of the season. Special thanks to Marty for persisting with the idea and coming through. We are so very grateful for everyone involved and our guests.

Sarah has arranged for an EVOC training session. It is where everyone is trained and tested on driving the ambulances. We have also invited the fire department to join. This fall will include EVOC, capnography, and EKG training.

Respectfully Submitted,

Cynthia Dalzell, Madeline Island Ambulance Service

## TOWN BOARD MEETING MEMO

From: Michael Kuchta

Date: September 12, 2023

Re: Agenda Items

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- **Madeline Island Museum.** Wisconsin Historical Society staff in Madison will share information on topics including dedication of the new historical sign and the fate of the stockade fence, which was scheduled to be removed on Sept. 11.
- **Parks.** Public Works Director Ben Schram requests the following extensions of employment:
  - Evans Mealman as Parks #1 at \$20.50 per hour through Oct. 13, 2023, not to exceed authorized hours. (This full-time temporary position is scheduled to end Sept. 22. The position is authorized for 872 hours; through the most recent payroll, 271.75 hours remain.)
  - Rand Moore as Camp Host #1 at \$17.25 per hour through 12/31/23. (This full-time seasonal position is scheduled to end on Oct. 9. The extension would be for part-time duties of 6-8 hours per week through the end of the year. The position is authorized for 912 hours; through the most recent payroll, 286.5 hours remain.)
- **Fire Number Signs.** Initial quotes suggest that, depending on how many signs we order, signs, posts and hardware would exceed the \$25,000 threshold that triggers a formal bid process.
- **Chequamegon Bay Regional Housing Coalition Charter.** For several years, La Pointe has been working in partnership with other communities and organizations in Ashland and Bayfield Counties; the most notable example is WHEDA's Rural Affordable Workforce Housing Initiative. However, some federal funding programs require a more-formal level of cooperation for these types of coalitions. La Pointe is being asked to join this effort by signing onto the charter.
- **Affordable Housing Advisory Committee.** Rachel Rosen has applied to be reappointed to a term ending Aug. 31, 2025.
- **Propane Contract: Midland Services.** The price is 10 cents per gallon lower than in the current contract, which would save the Town \$1,500 based on anticipated usage. Contract terms allow extending the contract (without going to bid) if the price is lower than the original contract.
- **Emergency Service Building.** For two straight winters, ice has damaged gutters on the ESB. Staff sought proposals from several island and mainland contractors to repair damage and install ice guards to minimize or eliminate similar damage in future years. Berghammer, which installed the roof, was the only contractor to respond. The contract is for a maximum price of \$18,325.



TB(5), CLERK, CLEARING, ADCT, TA, PUBLIC



**TOWN OF LA POINTE  
MADLINE ISLAND**

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

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**Bid Notice for Fire Number Signs**

The Town of La Pointe, Wisconsin, is requesting bids for the manufacture of fire number signs and sign installation in 2024. Bidder shall supply:

- Pricing to produce between 750 and 1,000 individualized signs. Pricing should be stated per sign. Specifications:
  - Flag style, two-sided sign
  - At least 105 square inches of surface per side
  - At least .080" aluminum
  - Reflective sheeting that, at a minimum, meets ASTM Type III standards
  - 2 lines of text (fire number and street name)
  - List available colors
- Separate pricing for 750 to 1,000 hole-punched steel channel posts and hardware sufficient to mount the sign. Pricing should be stated per post. Specifications:
  - At least 6 feet in length
  - At least 1 pound per foot
- Separate pricing to install the posts and signs (if available).
- Shipping or delivery charges.

La Pointe is exempt from sales tax; the Town will supply the successful bidder a tax-exempt certificate.

Please mail or deliver bids and supporting information in an envelope marked "Fire Number Signs" to: Alex Smith, Town Clerk, 240 Big Bay Road, La Pointe, WI 54850. Or, email bids and supporting information to: [clerk@townoflapointewi.gov](mailto:clerk@townoflapointewi.gov).

**Bids must be received by 4:00 p.m. on Tuesday Sept. 26, 2023, and will be opened at 5:00 p.m. on Tuesday Sept. 26, 2023 at the La Pointe Town Hall.**

For more information, please call Town Administrator Michael Kuchta at 715-747-6914.

The Town of La Pointe reserves the right to refuse any or all bids.



TB(S), CLERK, ACCT, CLERICAL, TA, PUBLIC

**Chequamegon Bay Regional Housing Coalition Charter**

**Preamble:** We, the undersigned, in recognition of the pressing need for affordable housing development and preservation, hereby establish the Chequamegon Bay Regional Housing Coalition (CBRHC). With a shared commitment to enhancing the quality of life for all residents of our region, we acknowledge that collaborative efforts are essential to identifying and overcoming the barriers hindering the availability of safe, affordable, and sustainable housing. This charter serves as the foundation upon which our collective goals and actions shall be built.

**Article I: Name and Purpose**

Section 1: Name - The organization shall be known as the Chequamegon Bay Regional Housing Coalition, hereinafter referred to as the "Coalition."

Section 2: Purpose - The purpose of the Coalition is to foster collaboration among diverse stakeholders to identify, address, and ultimately alleviate barriers to affordable housing development and preservation within the Chequamegon Bay region. By leveraging the collective resources, expertise, and experiences of our signatories, we aim to create a more equitable and thriving community where every resident has access to safe, affordable, and sustainable housing options.

**Article II: Core Principles**

Section 1: Collaboration - We affirm that collaboration among public and private entities, community organizations, residents, and government agencies is essential to effectively address the complex challenges surrounding affordable housing. Through open dialogue, knowledge sharing, and joint action, we commit to finding innovative solutions that benefit our entire region.

Section 2: Equity and Inclusion - We recognize the importance of fostering an inclusive environment that values diverse perspectives and experiences. The Coalition is dedicated to promoting equitable access to housing for all residents, regardless of background, income, or social status.

Section 3: Land Acknowledgement - We acknowledge that the land on which we live and work is the traditional territory of the Ojibwe people. We honor and respect the Ojibwe Nation as the original stewards of this land and recognize their enduring relationship with it. We are grateful for the opportunity to collaborate and work towards a more just and equitable community in partnership with the Ojibwe people.

**Article III: Goals and Objectives**

Section 1: Affordable Housing Advocacy - The Coalition shall advocate for policies, regulations, and initiatives that promote the development, preservation, and accessibility of affordable housing within the Chequamegon Bay region.

**Section 2: Barrier Identification and Solutions** - The Coalition shall collaboratively identify and analyze barriers that impede affordable housing development and preservation. By sharing insights and expertise, we aim to develop effective strategies to overcome these challenges.

**Section 3: Education and Outreach** - The Coalition shall work to raise awareness about housing resources, the importance of affordable housing and its impact on social and economic well-being. We strive to engage the community in informed conversations about housing-related issues.

#### **Article IV: Membership**

**Section 1: Eligibility** - Membership in the Coalition is open to organizations, agencies, and government entities that share a commitment to the Coalition's purpose and principles.

**Section 2: Signatories** - Signatories to this charter express their commitment to the goals and objectives of the Coalition and their willingness to participate in collaborative efforts to address affordable housing challenges.

#### **Article V: Governance**

**Section 1: Meetings** - Ad hoc meetings shall be held to facilitate communication, idea exchange, and collaboration among members. Meetings may occur in person, virtually, or through other means as determined by the participants.

#### **Article VI: Ratification**

This charter shall be considered ratified upon endorsement by authorized signatories, thereby officially establishing the Chequamegon Bay Regional Housing Coalition and guiding its collaborative efforts to address barriers to affordable housing development, access, and preservation in our region.

In Witness Whereof, the undersigned have adopted this Charter on the date first set forth below.

\_\_\_\_\_  
Glenn Carlson, Town Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: Alexandra Smith, Town Clerk

## 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 Midland Services (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:

- A. Purchase, delivery, and fill of liquefied petroleum gas to 1,000-gallon propane tanks and 500-gallon propane tanks.

Such services will be provided at:

- Big Bay Town Park, 2305/2306 Big Bay Road (1 tank)
- Snow Removal Equipment building (SRE), 797 Big Bay Road (5 tanks)
- Roads Shop, 795 Big Bay Road (3 tanks)
- Old County Garage, next to 795 Big Bay Road (1 tank)
- Airport, 793 Big Bay Road (1 tank/generator)
- Emergency Services Building, 320 Big Bay Road (5 tanks)
- Winter Transportation Terminal, 318 Big Bay Road (2 tanks)
- Community Clinic, 241 Big Bay Road (2 tanks)
- Town Hall, 240 Big Bay Road (2 tanks)
- Library, 249 Library Street (3 tanks)
- Recreation Center, 295 Middle Road (1 tank)

Town will monitor levels and will notify Contractor before levels decline to 20%. Contractor shall fill all tanks to at least 80% within one week before ferry boats stop running.

Contractor will not be responsible for the accuracy of tank gauges or failure of equipment that are owned by the Town.

Contractor agrees to perform the Services to the satisfaction of the Town during the term of this Agreement, using professional care and skill and its best efforts to render the services and provide the deliverables identified.

**2. Payment.** In exchange for the Contractor providing the Town with the purchase, delivery and fill of liquefied petroleum gas, the Town will pay the Contractor the sum of \$2.19 per gallon. The same rates will apply if new facilities are added during the length of the contract. No additional fees – such as hazmat fees, inspection fees, surcharges, or disposal fees – will be paid by the Town.

The Town will issue the Contractor a Sales and Use Tax Exemption Certificate.

The Town shall pay the Contractor upon receiving a proper invoice. Payment will be made within 35 days of receiving the invoice, following approval at the closest Regular Town Board Meeting.

**3. Dates of Service.** The services provided for herein shall be provided between October 1, 2023 and September 30, 2024. This term may be extended by written agreement of the Town and Contractor if the rate is either equal to or less than the original 2022 contracted rate of \$2.29 per gallon, plus documented ferry fees not to exceed 14 cents per gallon.

**4. Reimbursement for Expenses.** Along with its invoice, Contractor may seek reimbursement for actual, reasonable, out-of-pocket expenses incurred in connection with performing this Contract, if the Town agreed to those reimbursements in advance. To qualify, reimbursements must be supported by adequate receipts and documentation, as requested by the Town.

**5. Independent Contractor.** Contractor is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local authorities. Contractor agrees that it is solely responsible for payment of income, social security, and other employment taxes that are due to the proper taxing authorities; the Town will not deduct such taxes from any payments to the Contractor.

Contractor is not the Town's agent or representative, and has no authority to bind or commit the Town to any agreements or other obligations.

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

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

- a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and



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

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

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

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

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

**13. Default; Termination.** Either party may terminate this Agreement for material breach on 30 days' written notice to the other party, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon 60 days' prior written notice to the other party. Upon termination, the Town shall promptly pay Contractor for all services rendered and reimbursable expenses incurred up to and including the effective date of termination.

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

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

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

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

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

To the Town:

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

To the Contractor:

Chase Olby  
Midland Services  
220 3<sup>rd</sup> Ave. West  
Ashland, WI 54806

**TOWN OF LA POINTE  
REGULAR TOWN BOARD MEETING  
AUGUST 22, 2023  
5:00 PM AT TOWN HALL  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor Samantha Dobson  
**Staff Present:** Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne (via Zoom)  
**Public Present:** Alex Smith, Mike Starck, John Carlson  
**Called to Order:** 5:00pm

**I. Public Comment A\*:** Mike Starck submitted a public comment to be read at public comment B, he also stated he would like to be included in the closed session regarding the Ashland County legal items.  
John Carlson commented on getting information from the August 16 Town Plan Commission Q & A regarding short term rentals.

**II. Open Requests for Qualifications: Housing Development; None received.**

**III. Administrative Reports**

**A. Town Administrator's Report:** Report prepared and presented by Michael Kuchta. Discussion on the BOA making the final decisions on airport projects. Report placed on file by Unanimous Consent.

**IV. Public Works**

**A. Roads, Dock, Harbor: None.**  
**B. Parks: None.**

**V. Committees**

**A. Planning and Zoning: nothing.**

**B. Winter Transportation Committee**

**1. Resignation of Member: Motion to accept the resignation of Gary Russell and thank him for his service, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**

**C. Energy Committee**

**1. Resignation of Member: Motion to accept the resignation of Larry Bean and thank him for his service, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**

**2. Appoint Members for Term Ending 8/23/2026: Motion to appoint Robin Trinko Russell and Tom Kromroy (to fill the term ending 2025), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**

**D. Affordable Housing Advisory Committee**

1. **Appoint Members for Terms Ending 8/31/2025: Motion to appoint Charley Bertel, Jim Peters and Katie Sanders, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**

**E. Library Board**

1. **Resignation of Member: Motion to accept the resignation of Jane Vogt and thank her for her service, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.**
2. **Appoint Member for Term Ending 6/30/2024: Motion to appoint Beth Paap, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.**
3. **Appoint Member for Term Ending 6/30/2026: Motion to appoint Kerrey Andreas, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.**

**F. Committee Minutes: no discussion.**

**VI. Town Hall Administration**

- A. **Budget Summary Report: Motion to approve the report dated 8/19/23, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**
- B. **Resolution 2023-0822: Documents Available to Public/ Public Records Guidance: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**
- C. **Special Event Permit: Madeline Island Marathon May 18, 2024: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**
- D. **Generator Maintenance Agreement with Total Energy Systems: Motion to amend the draft agreement to be a two-year contract, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried. Motion to approve the amended contract for all generators the Town has, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**
- E. **Appoint New Town Clerk to Fill Elected Term Ending April 15, 2025: Motion to appoint Alexandra Smith starting September 1, 2023, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**

**Motion to move agenda item until after XIV. C., S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**

**VII. Vouchers: Motion to approve vouchers in the amount of \$24,288.20, M. Anderson/ S. Dobson**

**VIII. Alternative Claims: Motion to approve Alternative Claims for July 2023 in the amount of \$180,272.53, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.**

**IX. Treasurer's Report: Motion to approve the Treasurer's Cash Summary Report showing a total of \$1,686,137 and a total available checking of \$709,702.72, A. Baxter/ S. Dobson, 5 Ayes, Motion Carried.**

**X. Minutes**

A. Regular Town Board Meeting August 8, 2023: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. [Clerk's note: correction in item II. A, total should read \$383,140,100].

**XI. Emergency Services:** Nothing at this time.

**XII. Public Comment B\*\*:** A. Baxter read Mike Starck's public comment regarding a meeting between Ashland County and the Town to try to negotiate as the 2024 budgets are being worked on.

**XIII. Liquor & Operators' Licenses**

A. Temporary Class "B"/ "Class B" License

1. Madeline Island Fire Department, August 26, 2023 at the Emergency Services Building and Waive Fee: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

B. Draft Ordinance: Designating Municipal Official to Issue Operator's Licenses: Consensus to continue with the process of having the Town Clerk issue Operator's licenses without Town Board approval. Will be on a future agenda.

Motion to go into closed session to discuss legal issues as well as the Town Administrator Evaluation, S. Brenna/ A. Baxter, 5 Ayes by roll call vote, Motion Carried. 5:31pm.  
Return to open session.

**XIV. Lawsuits & Legal Issues**

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.

A. Petition with the Wisconsin Department of Revenue Regarding Ashland County: Motion to pursue an appeal of the Department of Revenue's judgement (and continue negotiations with Ashland County), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

B. Claim against Ashland County pursuant to WI Statute 893.80(1d)(a)

C. Possible Lawsuit Against Ashland County

**VI. Town Hall Administration**

F. Town Administrator Annual Performance Evaluation

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

No action.

**XV. New Agenda Items for Future Meetings:** A Special Town Board meeting on 8/29/23 to discuss Law Enforcement scheduling as well as the Town Administrator Evaluation.



**XVI. Adjourn: Motion to adjourn, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.**

**Submitted by Micaela Montagne, former Town Clerk 😊.**

**DRAFT**

**TOWN OF LA POINTE  
SPECIAL TOWN BOARD MEETING  
AUGUST 29, 2023  
5:00 PM AT TOWN HALL  
Draft Minutes**

**Town Board Members Present:** Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna (via Zoom), Supervisor Samantha Dobson  
**Staff Present:** Town Administrator Michael Kuchta, Ambulance Director Sarah Schram, Police Chief William Defoe, Elected Clerk Micaela Montagne  
**Public Present:** John Carlson  
**Called to Order:** 5:03pm

**I. Public Comment A:** Ambulance Director Sarah Schram commented on a letter she had sent to the Town Board regarding her thoughts on the law enforcement schedule as well as some information on graphs and charts provided. John Carlson inquired about information from the 8/16/23 TPC public hearing on short term rentals.

Motion to go into closed session to discuss both agenda items II. and III., S. Brenna/ S. Dobson, 5 Ayes by roll call vote, Motion Carried. 5:08pm.

**II. Emergency Services**

**Police Scheduling**

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85(1)(d) for the purpose of "considering strategy for crime detection or prevention". If the Town goes into closed session, it will reconvene in open session before adjourning.

**III. Town Hall Administration**

**Town Administrator Annual Performance Evaluation**

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

Motion to return to open session, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. 6:19pm.  
No action taken.

**IV. Public Comment B: None.**

**V. Adjourn:** Motion to adjourn, M. Anderson/ S. Dobson, 5 Ayes, Motion Carried. Adjourned at 6:21pm.

Submitted by Town Clerk Micaela Montagne.

## 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 Berghammer Builders (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 services related to the installation of roofing materials on the Emergency Services Building.
2. **Payment.** The total amount payable by the Town to the Contractor not exceed \$18,325. Town will remit payment within 30 days of receiving invoice, after satisfactory completion of project.
3. **Dates of Service.** The services provided for herein shall be completed by Nov. 30, 2023.
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.** Contractor shall:
  - Remove existing gutters on building
  - Install Star Building Custom Eave Trim to replace gutters
  - Install aluminum repair caps to the roof sheeting as needed to seal where brackets were torn off
  - Apply sealants
  - Install Dyna-Guard snow retention system on all eaves, with second row on lower portion of roof, as indicated on attached diagrams
6. **Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.
7. **Warranty.** The Contractor warrants that:
  - a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and

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

**8. Compliance with Regulations.** 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](mailto:administrator@townoflapointewi.gov)  
715-747-6914

To the Contractor: Berghammer Builders  
PO BOX 152  
Clayton, WI 54004  
[office@berghammerbuilders.com](mailto:office@berghammerbuilders.com)  
715-948-2811

**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)

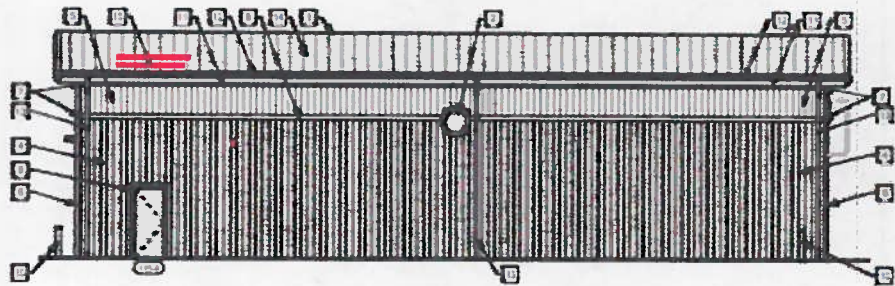
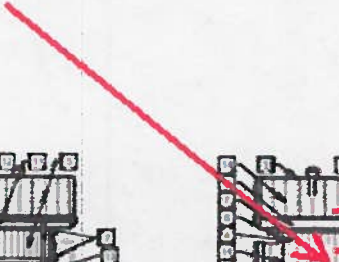
Berghammer Builders

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

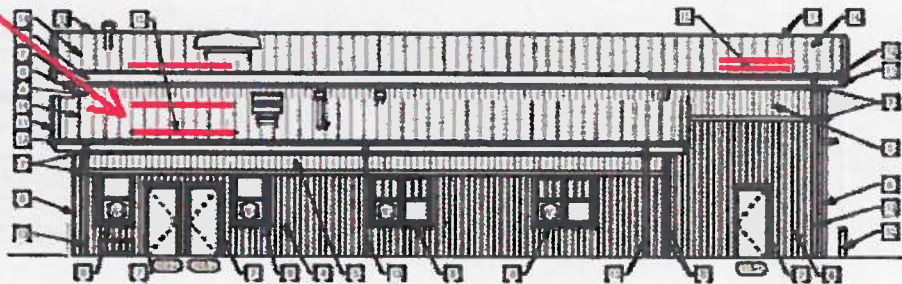
Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**LOCATIONS REQUIRED FOR  
ROOF HEIGHT TRANSITION**

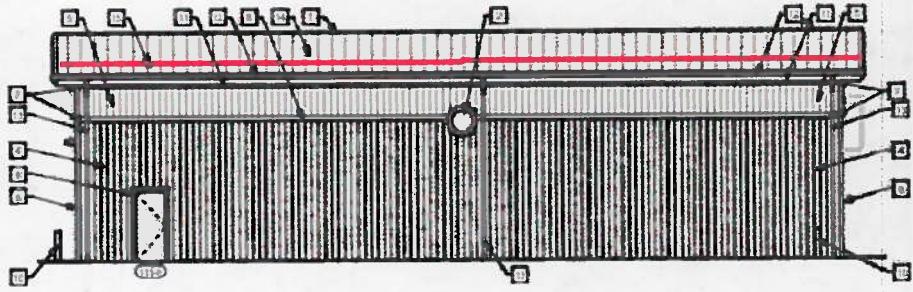


③ EAST ELEVATION  
SCALE: 1/8" = 1'-0"

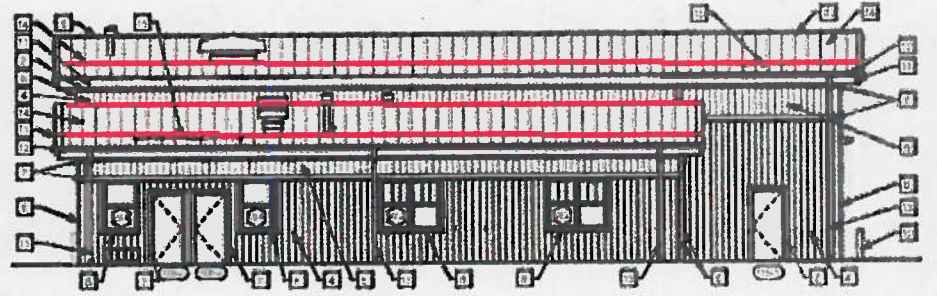


④ WEST ELEVATION  
SCALE: 1/8" = 1'-0"

1  
BOLLARD 6" DIAMETER, 6" OF STEEL



3 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



4 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

BASE BID - ALL EAVES