

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: July 10, 2020

DATES OF REPORT: June 20, 2020 through July 10, 2020

1. Accomplished/Completed

2. Coming Up/Working On

- Budget
- Fire Recovery/Rebuilding
- Cell Tower
- Updating Ordinances
- Personnel Policy
- Dock Project
- MRF Operational Analysis
- Personnel Matters
- Emergency Operations Plan
- COVID-19

3. Town Board Agenda – Information/Comments

- Hiring Town Administrator Consultation Proposals. You have received two proposals regarding services offered to advertise, screen and hire a new Town Administrator – please decide how you want to proceed. I want to point out that this is a 4 to 6-month process, so a timely decision is important. You could include in any motion that the Town Board chair can sign the contract.
- C & S Design Contract for the Dock Shelter. C & S will provide the design and engineering for the structure, which is required by state law because it is a commercial structure that will hold people.
- Propane Contract with La Pointe Gas. This contract is for low bid for propane for the next year.
- Request for Comp Time Approval for Joe Abhold. Ted is requesting that Joe Abhold be allowed to accrue up to 80 hours of comp time per year.
- MRF Recommended Changes. I have prepared recommendations in a separate memo regarding what the report discusses and resulting from the discussion held between the Town Board and the MRF Work Group on July 8, 2020 and with staff. You will receive this document on Monday as Ted is not available to meet with me to discuss until Monday morning.
- National Report for the Creative Sector Sign-on. See separate information – I am requesting that the Town Board approve the Town of La Pointe's signing on to this initiative on behalf of the Town's Public Arts Committee.
- Dissolve MRF Work Group. The MRF Work Group has completed their charge, and so should be dissolved.
- Resolution #2020-0324 Proclamation of a Health Emergency Extension. The Health Emergency for the Town is due to expire on 7/24/20. Based on increased cases diagnosed locally, I recommend that the

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Town Board extend the proclamation to November 1, 2020. Should the local environment change before that date, the proclamation can be terminated at any time.

- Commercial Nonmotorized Vessel Permit Holder. See separate memo regarding this agenda item.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

- Nothing to report.

6. Lawsuits/Legal Issues

- Town Board members have been advised of updates.

7. Comments/Other Information

- It is the time of year for employee performance evaluations. On June 16, 2020 I sent out a memo to Department Heads and appointeds asking them to complete their evaluations. I then set up meetings with each person to talk through the evaluation, which will then be placed in his/her personnel file. I have completed the majority of evaluations thus far. I also review all performance evaluations done by Department Heads to ensure that the process is being taken seriously and that discussions occur.
- Evaluations of my performance as Town Administrator have been distributed to Town Board members and staff – they can be completed anonymously and turned into Dorgene to give to Board Chair Jim Patterson for his review prior to conducting my performance evaluation.
- ESB construction is moving ahead on schedule. Concrete will be poured beginning on Monday. We have a weekly construction meeting, so if you want to see any minutes from those meetings, please let me know.

June 2020 Public Works Report

Roads

- At the 6/9 meeting, a decision was unanimously approved by the Town Board after Road Crew recommendation to cancel the Dust Abatement/Calcium Chloride application this year, and instead use these budgeted funds to help with the dock approach repairs. In my opinion, we must fix the dock by all means before next winter, no exceptions.
- The TV145 tractor with disc cutter attachment will be seen this month on the Town Roads mowing the shoulders. I hope the County will mow on H this month, otherwise we will hopefully do one pass.
- The Kubota tractor with boom mower rented from Lulich Implement will be on the island by the end of the month and cutting of the backslopes and intersections will begin in earnest. Pete is looking forward to shredding some tag alders, and increased visibility, especially around intersections, will be beneficial to all.
- The entire crew spent a few mornings painting downtown curbs, crosswalks, and the dock. It was overdue and turned out well. The new lanes on the dock will get painted before the July 4th weekend, and other side roads and stencils will be touched up throughout the next month.

Parks

- A new memorial bench was installed at the lagoon outlet overlook at Big Bay Town Park. We will be extending the split rail fence up to the north property line and cutting back the overgrown brush to open up the nice view. This is especially nice for those who would like to see Lake Superior but cannot take the stairs.
- I began the monthly water quality beach testing for this season, and all samples from Big Bay, Joni's Beach, and Grant's Point thus far came back well under the EPA recommended levels for E. coli.
- Please be mindful of others and keep dogs that need a swim on a leash when on a crowded public beach.
- Evan and I will be installing the overdue monkey bars at the Rec Center playground and continue work on the planned ADA pathway from the parking area leading to the pavilion.

Misc.

- I am looking forward to working with Tim Gagner from Wendel as the new ESB construction begins. It's great to see it finally happening.
- Evan and I spent a morning doing the annual La Pointe Harbor breakwall inspection. This yearly event consists of cutting back vegetation, inspecting the lights for potential issues, and checking the integrity of the safety ladders and the tower ladders. It's a nice view as well.
- It is predicted to be very hot this summer. Stay safe, stay hydrated, watch for kids, bikers, mopeds, workers, pedestrians, animals, etc., and slow down please.

Respectfully submitted,
Ben Schram
Public Works Director

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JUL 6 2020

Initial: dy

CEJTB, Lisa, Baub, Micaela
Ben, Ric, Police, Public

Dorgene Goetsch

From: Steven J. McHugh <steve@mchughimages.com>
Sent: Tuesday, June 23, 2020 11:49 AM
To: Dorgene Goetsch
Subject: Question for the Town Board

Dorgene,

I know this is short notice but I saw Jim at the Post Office and he suggested dropping an email.

Dear Town Board Member,

In light of the recent events nationally, I would like to request permission to organize a public display of our communities support for Black Lives Matter with a chalk drawing (with children of the Island involvement) on Bell Street. It would mean closing the street less travels on the Island, and give our community, adults and children a chance to participate.

I know we missed Juneteenth but I hope we can celebrate it next year in a similar fashion.

Thank you for your consideration,

Steven McHugh

PO Box 164

La Pointe, WI 54850

715.747.2092

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JUN 23 2020

Initial dg

(5) TB, Lisa, Baub, Miraula,
Ben, Public

TO: Town Board

FROM: Lisa Potswald

RE: Commercial Nonmotorized Vessel Permit Holder

DATE: July 10, 2020

The Town issues permits to businesses who operate canoe and kayak rentals and tours at the Big Bay Town Park. This year three permits were issued: Adventure Vacations, Bog Lake Outfitters, and Apostle Islands Kayaks. Attached is the ordinance regarding nonmotorized vessels and the permit application that must be signed by each permit applicant.

The Town has received a complaint in June 2019 regarding one of the business owners. This same business owner had two complaints issued to the Madeline Island Chamber of Commerce in 2019, which were forwarded to the Town and distributed to the Town Board.

Based on correspondence with the Town's attorney regarding these complaints, there is grounds to issue a notice of intent to revoke the business owner's NMV permit. Please let me know how you want to proceed.

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JUL 10 2020

Initial: dg

Chapter 432 VESSELS, NONMOTORIZED

(HISTORY: Adopted by the Town Board of the Town of La Pointe 6-13-1006 by Ord. No. 2006-06-13; amended in its entirety 11-28-2006 and 11-27-2018. Subsequent amendments noted where applicable.)

432-1. Title.

The title of this chapter is "An Ordinance Amending the Town of La Pointe Nonmotorized Vessel Ordinance No. 2006-11-28.

432-2. Purpose.

The purpose of this chapter is to regulate:

- A. Unattended nonmotorized vessels situated on property belonging to the Town;
- B. Persons renting nonmotorized vessels which are situated on Town property; and
- C. Commercial use of nonmotorized vessels on Town property.

432.3. Village Powers.

As per 60.10(2)(c), Wis. Stats., a Town Meeting of the Town of La Pointe adopted a general and continuing resolution authorizing the Town Board of the Town to exercise powers of a village board under 60.22(3), Wis. Stats. This chapter is adopted under the general authority of the Town's village powers.

432.4 Definitions.

When used herein, the following words have the following definitions:

ACCESSORIES – The accessories associated with a nonmotorized vessel, including but not limited to such items as paddles, oars, life preservers, sails and anchors.

CLERK – The Town Clerk of the Town of La Pointe.

COMMERCIAL USE – Any use, including but not limited to rental or operation, of a nonmotorized vessel for which money is received.

IDENTIFICATION STICKER – A gummed label or decal provided by the Town to a paid registrant which is to be affixed to the exterior bow of the NMV above the ordinary waterline of such vessel to identify who owns the vessel. The sticker number also coordinates with one of 56 specific locations on the noncommercial NMV rack, indicating where the NMV is to be kept when not in use. The commercial vessels will be stored in racks with the posted business names.

NONMOTORIZED VESSEL (NMV) – A canoe, kayak, rubber raft, boat or other watercraft or vessel used or capable of being used as a means of transportation on water which does not contain a motor. A referent to NMV also refers to related accessories of such NMV.

PERSON – A natural individual person or a corporation, limited liability company, partnership, association or other legal entity.

TOWN – The Town of La Pointe in Ashland County, Wisconsin.

TOWN BOARD – The Board of Supervisors of the Town of La Pointe.

TOWN FEE SCHEDULE – A written schedule listing current fees in the Town of La Pointe adopted by the Town Board.

TOWN PROPERTY – Real property situated in the Town of La Pointe, Ashland County, Wisconsin, which is owned by the Town of La Pointe.

WIS. STATS. – Wisconsin Statutes, including successor provisions to statutes cited in this chapter.

YEAR STICKER – A gummed label or decal provided by the Town each year when the yearly NMV fee is paid by the NMV noncommercial or commercial owner.

432-5. Nonmotorized vessels on town property.

- A. No NMV shall be left unattended on Town property unless a current Town year sticker is properly affixed to such NMV. No person shall leave an NMV unattended on Town property without a current Town year sticker properly affixed to such NMV.
- B. No NMV shall be left overnight on town property unless such NMV:
 - (1) Has a current Town year sticker properly affixed to such NMV; and
 - (2) Such NMV is left or placed in the area designated in this chapter or, if no area is designated by this chapter, by a sign erected at the site by the Town designating the NMV storage area.
- C. No NMV shall be left overnight at Big Bay Town Park unless such NMV:
 - (1) Has a current Town year sticker properly affixed to such NMV.
- D. **Assumption of Risks.** The Town of La Pointe hereby notifies persons who decide to leave their NMVs unattended on Town property that such vessels are very exposed to harm and are at substantial risk of being stolen, damaged or destroyed by persons, animals, or other perils or forces of nature, some of which are foreseeable and some of which are not foreseeable.

Unattended NMVs, although situated on Town property, are not within the possession, custody or control of the Town of La Pointe nor are they under the Town's supervision, so the Town of La Pointe does not accept or assume any responsibility, obligation or liability in respect to the protection of such NMVs.

A person who makes the voluntary decision to leave their NMV unattended on Town property shall be deemed:

- (1) To have assumed and accepted all risks associated therewith including, but not limited to those involving theft, damage, destruction and loss of such NMV; and
- (2) To have covenanted not to sue or assert any claim or cause of action, of any nature or kind, against the Town of La Pointe or any of its supervisors, officers, employees, agents or representatives associated with, related to or arising from any such loss, damage or destruction.

432-6. Stickers.

A person desiring a NMV site at the Town Park from the Town shall fully and accurately complete a written application therefor, file such application with the Town and pay the required fee. The fee for a NMV identification sticker and a year sticker shall be as provided by the Town Fee Schedule. No sticker shall be issued unless the required fee for that sticker has been paid to the Town of La Pointe.

- A. The application for a NMV site at the Town Park shall state:
 - (1) The name, address and telephone number of the NMV owner.
 - (2) The Island address and telephone number of the NMV owner if different from the address and phone number above.
 - (3) The date of such application.
 - (4) A description of the NMV in terms of size, color, type of vessel, manufacture, model number and any identifying serial number or registration number, if there is one.
 - (5) The primary Town property where such NMV will be left unattended.
- B. An identification sticker issued for a NMV is properly affixed when it is affixed on the exterior bow of the NMV for which it is issued, above the normal waterline where it is readily visible.
- C. A year sticker issued for a noncommercial vessel should be affixed for the current year and is in effect from July 1 to June 30.

432-7. Persons liable.

- A. If an NMV is discovered unattended on Town property in violation of this chapter, a citation for such violation may be issued to:
 - (1) A person who had been using or possessing such NMV;
 - (2) A person who is using or possessing the NMV at the time the citation is issued; or
 - (3) An owner of such NMV at the time of the violation.
- B. Each of the above persons is liable and responsible for such violation.

432-8. Commercial use of nonmotorized vessels on Town property

- A. Any person utilizing a NMV for commercial use on Town property, including at Big Bay Town Park, Memorial Park (Joni's Beach) and Main Street/Middle Road Approach, shall each year obtain a commercial use permit and a year sticker for each vessel.
- B. Commercial users shall obtain a permit from the Town and abide by all terms indicated in the permit. The permit shall include indemnification of the Town and require an insurance certificate.
- C. No commercial use of a NMV on town property is allowed without obtaining the permit.
- D. Commercial users obtaining the permit accept responsibility related to all term and conditions of its use.
- E. Applicable fees are required as provided by the Town Fee Schedule.
- F. The Town is held harmless against theft, loss, or damage to properties of the commercial user.
- G. Activities within the parks and grounds are subject to all rules, regulations and ordinances.

432-9 Commercial use permit process.

- A. Permit. A commercial use permit shall be obtained from the Town Administrator or designee to utilize nonmotorized vessels for commercial use on Town property, including at Big Bay Town Park, Memorial Park (Joni's Beach), or Main Street/Middle Road Approach. A commercial use permit is valid from May 15 through October 15 of each year issued.
 - (1) Application. A person seeking issuance of a permit hereunder shall file an application with the Town Administrator. The application shall include:
 - (a) The name and address of the applicant.
 - (b) Federal and state tax identification number, if applicable.
 - (c) The applicant's general liability insurance information; and
 - (d) Any other information required to aid in the permit process.
 - (2) Fees. Each application shall be submitted with the required fees prior to consideration of the permit process.
 - (3) Standards for issuance. The Town Administrator or designee shall issue a permit in consideration of the following:
 - (a) The commercial use will not interfere with or unreasonably detract from the general public enjoyment of the park or promotion of public health, welfare, safety and recreation;
 - (b) The commercial use is not reasonably anticipated to incite disorderly conduct; and;

- (c) The application is complete with all required information, including insurance information on file.
- (4) **Issuance.** The Town Administrator or designee shall issue or deny the permit within five business days of receiving the application. Denials shall be clarified in writing and state the reasons for such.
- (5) **Appeal.** The applicant may appeal the denial of a permit through the Town Board. An appeal must be submitted to the Town Board within fifteen (15) days of the date of denial.
- (6) **Financial Qualifications.** To apply to the Town of Pointe for the issuance of a commercial use permit, the applicant shall not at the time of such application, owe the Town of La Pointe:
 - (a) Any delinquent real estate taxes, delinquent personal property taxes or any interest or penalty due thereon; or
 - (b) Any unpaid forfeiture or fee which has been unpaid for 60 days or more; or
 - (c) Money on a judgment in favor of the Town of La Pointe and against the applicant or a corporation, limited liability company, partnership, joint venture, trust estate or any other entity in which that person is a shareholder, director, officer, owner, member, agent, trustee, representative, manager, employee, consultant, advisor or the holder of any other right, title or interest, which has been unpaid for 60 days or more.

No commercial use permit shall be issued to any person who does not meet the financial qualifications in this Section 432-9.A(6).

The Town of La Pointe may revoke a commercial use permit issued by the Town of La Pointe to the holder of a commercial use permit who, after 60 days' notice, fails to pay any of the aforesaid amounts which are due to the Town of La Pointe.

432-10 Limitations.

- A. **Commercial Use Permit Holders.** No person holding a current commercial use permit issued by the Town of La Pointe shall leave unattended more than eight (8) nonmotorized vessels at Big Bay Town Park at the same time.
- B. **Non-Commercial Users.** No person who does not hold a current commercial use permit issued by the Town of La Pointe shall leave unattended more than four (4) nonmotorized vessels at Big Bay Town Park at the same time.
- C. **When calculating the total number of nonmotorized vessels a person has at a given location at once under this ordinance, there shall be added together:**
 - (1) Each NMV at that location such person owns, possesses, uses, controls, rents, leases, has custody of or holds an interest in, plus:

- (2) Each NMV at that location which is owned, possessed, used, controlled, rented, leased or within the custody of a corporation, limited liability company, partnership, joint venture, trust, estate or any other entity in which that person is a shareholder, director, officer, owner, member, agent, trustee, representative, manager, employee, consultant or advisor or the holder of any other right, title or interest.

- D. Commercial Use Permit Which Allow Rentals at Big Bay Town Park. The Town of La Pointe shall not issue more than four (4) commercial use permits which are outstanding at once which allow the permit holder to rent or lease nonmotorized vessels at Big Bay Town Park.

342-11. Prohibited Conduct by Commercial Use Permit Holders.

A person does not become an employee, agent or representative of the Town of La Pointe by being issued a commercial use permit by the Town of La Pointe but by virtue of their status as a commercial use permit holder, such person's conduct unavoidably reflects on the Town of La Pointe.

The holder of a commercial use permit issued by the Town of La Pointe shall not, in a public or noncommercial place, engage in rude, abusive, indecent, profane, violent, unreasonably loud or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

342-12. Prohibited Conduct.

Whoever does any of the following has violated this chapter:

- A. Lends to another an identification or year sticker for display upon an NMV for which the sticker has not been issued.
- B. Attaches an identification or year sticker for an NMV for which the sticker has not been issued.
- C. Uses an NMV which displays an identification or year sticker which was not issued for that NMV.
- D. Willfully paints, alters or adds to or cuts any portion of an identification or year sticker or who places or deposits or causes to be placed or deposited on a sticker any substance to hinder the normal reading of such sticker.
- E. Defaces, disfigures, covers, obstructs, changes or attempt to change any letter or number on an identification or year sticker or who causes a sticker to appear to be a different color.
- F. Reproduces, creates or manufactures by any means whatsoever an identification or year sticker.
- G. Uses or possesses an NMV having attached thereto an identification or year sticker fashioned in imitation or facsimile or altered so as to resemble a sticker issued by the Town.
- H. Intentionally takes or uses a NMV which is on Town property and is for rent without paying the required rental fee for use of such NMV.
- I. Intentionally damages, hides, conceals, interferes with or, without the owner's consent, uses a NMV which is legally situated on Town property.

- J. Intentionally commits an act which is reasonably calculated to hamper, obstruct or interfere with the operation of a NMV rental business or a NMV rental operation on Town property.
- K. Takes down, removes, damages, interferes with or tampers with any lock, chain or other device owned by or installed by the Town of La Pointe or its employee, agent or representative on Town property.

Any person who violates any term or provision of this chapter shall, upon conviction, pay a forfeiture of not less than \$60 nor more than \$500 plus the applicable costs, surcharges and assessments for each violation. Each day a violation exists or continues shall constitute a separate offense under this chapter. In addition, the Town may seek injunctive and other equitable relief to terminate or enjoin further violations.

342.13. Enforcement of Ordinance.

This ordinance may be enforced as follows:

- A. Issuance of Citation to Violator. Any law enforcement officer or any other officer or employee of the Town of La Pointe may, on behalf of the Town, issue a citation to any person who is believed to have violated a provision of this ordinance.
- B. Each day a violation occurs constitutes a separate offense for which a separate penalty may be imposed.
- C. Revocation of Commercial Use Permit. In addition to or in lieu of the issuance of a citation to a person who is believed to have violated a provision of this ordinance, the Town Administrator or Town Clerk may provide the holder of a commercial use permit issued by the Town with a written notice stating that the Town of La Pointe intends to revoke the commercial use permit issued to such person on a date certain, not less than 15 days in the future.

Such written notice of intent to revoke a commercial use permit shall be served on the commercial use permit holder by personal service or sent to them by certified mail, return receipt requested, at least 15 days before the intended date of revocation of the commercial use permit.

A certified mail letter properly addressed and sent to a commercial use permit holder, pursuant to this ordinance, shall be deemed to have been served on the addressee when mailed.

Such written notice shall:

- (1) Inform the commercial use permit holder of the Town's intention to revoke the commercial use permit issued to them, the date of such intended revocation and the specific grounds for such intended revocation; and
- (2) Inform the commercial use permit holder that they have a right, prior to the stated date of intended revocation, to file with the Town Clerk or Town Administrator a written request for a hearing before the Town Board on the issue of such revocation.

If the Town Administrator or Town Clerk receives a written request for a hearing prior to the intended date of revocation of a commercial use permit the commercial use permit issued to such person shall not be revoked until the hearing is conducted by the Town Board on such issue.

A hearing before the Town Board on the issue of whether to revoke a commercial use permit will be conducted, to the extent applicable, similar to a hearing before the Town Board of Review.

In the event the Town Board determines that a commercial use permit issued by the Town of La Pointe should be revoked, the Town Board can then also determine at such time whether to bar such person from being issued a commercial use permit in the future for a stated period of time.

An appeal from the determination by the Town Board under this section shall be by an action for certiorari commenced within 30 days after that party receives the written notice of the Town Board's decision.

342-14. Impound Lot.

The Town has established and maintains an impound lot. Nonmotorized vessels, trailers, and accessories and other personal property in violation of this chapter may be impounded in such impound lot. Such impound lot may also be used for other law enforcement purposes unrelated to this chapter.

- A. When an NMV, trailer, accessory or other personal property is placed in the impound lot, such items shall not be removed from the impound lot unless:
 - (1) The amounts due to the Town for any forfeiture, transportation, towing, storage or other unpaid expenses have been paid to the Town; and
 - (2) The Park Supervisor, Town Foreman or law enforcement officer involved has consented to or approved of such removal.
- B. A person who removes an NMV, trailer, accessory or other property from the impound lot in violation of this provision has violated this section of this chapter.

342-15. Removal, immobilization and impoundment.

- A. Any law enforcement officer or any officer or employee of the Town who discovers an NMV on the Town property in violation of this chapter may remove or cause such NMV to be removed to a suitable place of impoundment or may immobilize such NMV.
- B. Upon removal of an NMV to a place of impoundment, the law enforcement officer or officer or employee of the Town is to notify the Chief of Police of the Town of the pertinent details.
- C. The owner of an NMV is responsible for all costs of impounding and disposing of the NMV. Costs not recovered from the sale of the NMV may be recovered in a civil action by the town against the owner of the NMV.

(5) TB, Lisa, Barb, Miraula,
Ted, Public

M.R.F. Supervisor's Monthly Report July 8, 2020

The M.R.F. has been very busy I guess people do not realize there is a pandemic going on. The jobs done by the staff for June include:

Accepted incoming garbage, demo, and everything else under the sun from all residents, commercial, and strangers alike.

Bagged up all the recyclables and hauled into the storage bins for baling later.

Weighing, sorting, and packing electronics for shipping to Green Lights Recycling.

Hauling glass into the shop for crushing. Dumping barrels and transporting to storage area.

Leveling the demo and metal boxes.

Sorting old paint and dumping into proper containers for shipping.

Cleaning up the scrap metal and loading up the semi for shipping to Chicago iron.

Working on the haz-mat packing for milk-run in the fall.

Baled cardboard, tin, aluminum, paper, and plastic #1 & #2.

Cleaned up furniture pile and hauled to waste management.

Cleaned up the grounds and the shop.

Answered numerous phone calls.

Additional info:

1. Joe would like accrue comp-time for any overtime from now on. I am fine with that, as I do not expect a lot. Please see attached request.

Respectfully Submitted,

Ted Pallas Supervisor M.R.F.

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JUL 10 2020

Initial: dy

TR(5) Lisa, Barb, Michaela,
Ted, public

7/7/2020

Ted,

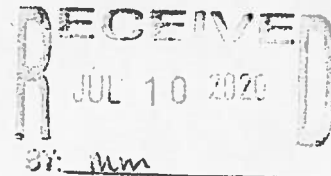
I would like to comp any overtime hours that I work from now on up to the allowable amount.

Respectfully,

Joe Abhold



7/7/20



TB Lisa, Amb. Michael,
Ted. Robert

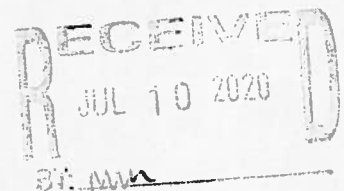
7/8/2020

To Town Administrator and Town Board

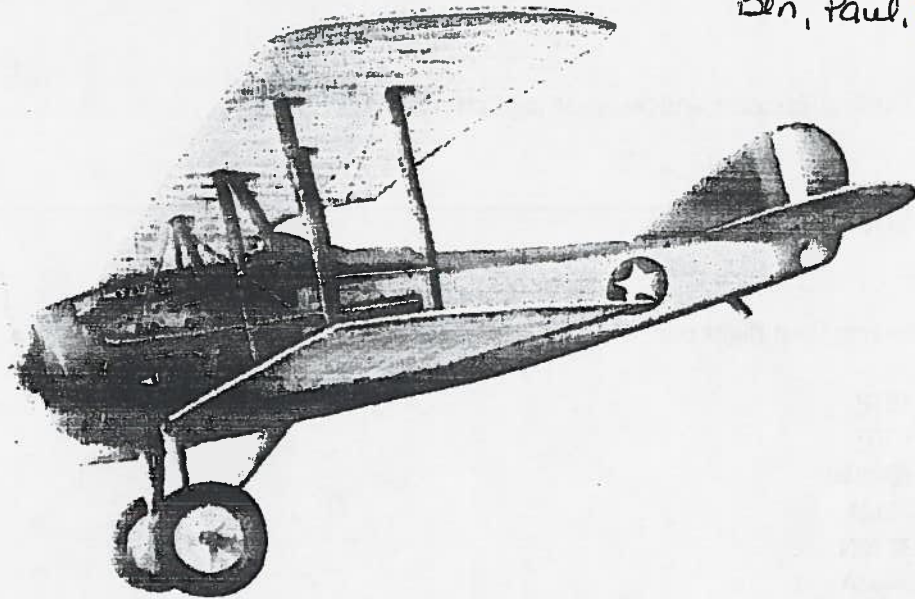
Hi All, I am recommending that Marty Curry's wage be increased to \$17.00 per hr. Marty has done a great job and deserves an increase, with hopes that he will continue to stay onboard. I am not sure but I believe that summer parks workers start at more than \$15.00.

Thank You,

Ted Pallas Supervisor, M.R.F.



(5)TB, Lisa, Barb, Micaela,
Ben, Paul, Public



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 07/08/2020

Re: Monthly report for June 2020

During the month of ^{June} ~~May~~ our airport was issue free !

Attached are logs / checklists

Thanks !

Paul

COVER + 7

RECEIVED

JUL 8 2020

Initial: dgj

June 2020 Traffic count and revenue log / checklist

Drop box receipts \$ 90.00

The following filed flight plans:

**6/01 N30TP
6/05 N30TP
6/05 N200NW
6/06 N7114J
6/06 N3470N
6/07 N3468A
6/12 N200NW
6/15 N228MM
6/19 N35064
6/19 N5152S
6/19 N200NW
6/19 N192AF
6/23 N192AF
6/25 N509RR
6/25 N192AF
6/26 N6053S
6/26 N200NW
6/26 N3468A
6/26 N104FM
6/27 N770BD
6/27 N641CC
6/27 N8660N
6/27 N734RQ
6/27 N5087S
6/27 N952J
6/27 N5216E
6/28 N134PG
6/28 N3968N
6/30 N3968N**

See attached 4 sign in sheet for additional traffic count.

6/20 Terminal log

6/2		N4276Q			
1/7	Chad Scott	N4628J	2	P	EVIM
2/3	DDORRIS	N747UCM	1	B	REK
6/6	Michael Liegner	N9774B	1	P	HVR
EVIM 2020 St. Tom	PAE FIVEO	N3244A	2	P	D25
2020	Thyke Sakuberman	N8124T	3	P	MBN
6/6/20	Take Filipiak	7114/J	2	P	KFCM

(1)

6/20 Terminal log

WELCOME TO 4R5

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
6-6	Ken Stevens	79706	1	P	408	
6-6	Brandon Davis	3470N	2	P	FCM	816-678-7860
6-6	Andy Pierpont	7858x	2	P	3M7	
6-9	D. Dokers	3630S	2	P	RGK	
6-12	B. Bradman	71143	1	P	FCM	
6-12	C. Timm	7114C	2	P	FCM	
6-12	Tim Zemanovic	1534m	2	P	SGS	
6-12	Adam Alkhouri	630FT	3	P	KSRN	
6-12	J. Field	734RD	2	P	Kane	651-365-5867
6-12	K. Zook	6031L	2	P	KIOW	314-430-9102
6-12/13	Andre Triletoni	N3549H	2	P	KMIC	814-336-1800
6-13	Brian Krieger & family	N111TD	2	P	KPRL	
6-13	Bob Sprue	N9770J	2	P	KLPP	
6-14	Pat Kavanagh	N23Mw	2	P	KSU	
6-14	Mike Stephan	N5132P	2	P	FCM	612-327-3653

(2)

6/20 Terminal Log

WELCOME TO ARS						
DATE	PILOTS NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
6/14	Eric Sather	2709L	2	P	KFCM	952-210-9106
6/14	Eric Linde	N630FT	3	P	KSYN	612-382-6785
6-13/14	Steve Rames	N3140P	2	P	FBL	
6-14	MASSED	N4808F	4	P	MIC	
6-16	Bedur	N847W	4	P	KLVH	
6-17	Steve Kueger	511 RP	4	P	KREL	715-204-0928
6-17	Fuel Buss	3925B	1	P	W100	940-238-2519
6-17	Wheeler	75LM	1	P	KBRAL	715-921-0746
6-17	Don O'Hara	508PD	1	P	Lille O'Hare	715-573-6220
6-17	Roy, CHATELAIN	300G	4	P	ATTIKAS WNN	512-422-6815
6-19	Tony McCreary	N945CW	2	P	KAT	215-521-5537
6-19	Joe L	N333A	2	P	KBRD	763-355-7846
6-20	David KRA	N25313	2	P	CCE	612-766-5817
6/21	Justin Pustro	N179NC	3	P	HVA	
6-24	Levi Jensen Wright John Nye	N738JX	3	P	KSVW	

(3)

6/20 Terminal 103

WELCOME TO 4RS

DATE	PILOT'S NAME	NUMBER	NUMBER ABOARD	BUSINESS/PLEASURE	FLIGHT ORIGIN	CONTACT
6/24	Cory	3085	2	P	SSQ	
6/24	Rodger	9535X	2	P	KFTM	218 205 4151
6/24	Self	1134808	2	P	KAAE	612-334-9442
6/25	Allison	115099R	2	P	DLH	
6/25	Louise, Mark, & Dan	74167	3	P	HCO	Would like to post 612-799-5865
6/25	D. Poppers	3633DS	1	P	REK	
6/25	Kelsey & Jake	10940	2	P	TUM	856 364 8402
6/26	Johnny & Daisy	78006	2	P	21D	
6/27	Tom Mosby	19525	2	P	KLVN	612-280-0532
6/27	Gary Gannon	150375	1	P	KUBE	
6/27	Chris Bue	632SP	2	P	VENO	723-552-6478
6/27	Carl Thomas	6216E	2	P	lake Blmo	451-252-7735
6/28	C. H. ...	2444H	(4)	P	KAAE	651 992 6413

7/8/2020

FNS - Reports

Available Reports

Civil Airport Construction Report

Civil Airport NOTAM Report

GPS NOTAMS

NOTAM Action Report

USNS NOTAM Action Report

Filter Name

Filter Value

Location

4RS

Status

Active, Cancelled, Expired

Keyword

Date Range (Start)

06/01/2020

Date Range (End)

07/31/2020

Field Condition

Airport User (ex. John S...

NM Airport NOTAMs

2 total records

Refers	NOT	Ka	Start Date	End Date	Issue Date	Status	NOTAM Text	NOTAM O...	Cancelled	Ca
57310007	04002	WY	07/07/2020	07/07/2020	07/07/2020	Active	1PUC 04002 4RS WY	James L...		
57327288	07057	RWY	07/03/2020	07/31/2020	07/03/2020	Active	1GRB 07057 4RS RWY...	Paul Wilhem		

6/20
NOTAM

Time log 6/20 yrs PW

$\sqrt{2}$ daily

[illegible]

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

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 C & S Design and Engineering (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:

Design/As Built Passenger Shelter
Construction Documents/Plan Review
Respond to Contractor Questions

Such services will be provided at:

Town of La Pointe Dock

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the sum of up to \$ 5,000.00 as follows:

Upon receipt of invoice

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ 5,000.00.

3. **Dates of Service.** The services provided for herein shall be provided between March 25, 2020 and June 15, 2020.

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

Contractor will be responsible for ferry fees and disposal costs.

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

RECEIVED

JUL 7 2020

total dec

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior

discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

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

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

To the Town:

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

To the Contractor:

Brianna Werhanowicz
C&S Design and Engineering
2023 6th St. West
Ashland, WI 54806
brianna@csdesignengineering.com

IN WITNESS WHEREOF, the undersigned have executed this agreement this ____ day of _____, 20____.

The Town of La Pointe (the Town)

Full Legal Name of Contractor (the Contractor)

Signature: _____

Signature: Brianna Werhanowicz

Printed Name: _____

Printed Name: Brianna Werhanowicz

Title: _____

Title: Associate Principal, C&S Design & Engineering, Inc.



DESIGN & ENGINEERING

with framework design inc

2023 6th Street West, Ashland, WI 54806

Phone: (715) 682-0330

www.csdesignengineering.com

March 16, 2020 (revised)

Lisa Potswald, Town Administrator
Town of La Pointe
PO Box 270 - 240 Big Bay Road
La Pointe, WI 54850
715-747-6914
administrator@townoflapointewi.gov

Dear Lisa,

C&S Design & Engineering, Inc., is pleased to present the following proposal for architectural and engineering services for 10 ft. by 20 ft. passenger shelter to be located on the Town of La Pointe dock. There are several components which will be initially studied to establish a scope of work with subsequent development of each individual design item. These items include: utilize provided schematic design and specifications to establish a drawing set for a new moveable unconditioned shelter; complete construction documents to be used for plan review and bidding; coordinate plan review submission; provide bidding services as an option; and offer construction administration services as required. One site visit to LaPointe during the Construction Document phase and one site visit during Bidding (optional) is included within the scope of this proposal.

Compensation: C&S Design & Engineering, Inc. will provide the Services outlined above per the attached rate sheet. The estimated fees are as follows (see Clarifications, in Terms and Conditions):

- a. Pre-Design/As-Built: **Estimated at \$300**
- b. Construction Documents: **Estimated at \$3,500, including one site visit and travel costs**
- c. Bidding (optional): **Estimated at \$1,200** (includes up to 16 hours of correspondence with bidding contractors/plan reviewer to clarify questions on Construction Documents; owner to coordinate bidding phase administration)
- d. Construction Administration: **Hourly, as directed.** Alternately, a set fee and scope can be established, if so desired, upon written direction by Owner.

Timeline: The following is provided as an overall plan only. A more refined timeline can be completed as the project is underway. The timeline is to serve as guideline for the project, but can be sped up or slowed down to meet your needs.

Within 2 weeks of signed proposal: Complete Pre-Design/As-builts

Within 4 weeks of DD: Complete Construction Documents and submit for plan review

3 week bid period

Move forward with Construction Administration as directed

The Terms and Conditions of this agreement are attached. Please do not hesitate to contact us if you have any questions or if we can be of further assistance. We appreciate the opportunity to provide design assistance and be part of this process.

If this proposal meets with your approval, please sign and initial where noted and return one copy via email as your confirmation of our agreement.

Sincerely,



Brianna Werhanowicz
Associate Principal

Accepted _____
Authorized Signature

Date _____

Attachments: Terms and Conditions, Design Phase Descriptions, Billable Rates
Copies: File

Terms & Conditions

Compensation Terms:

1. C&S Design & Engineering will provide the Services outlined within the descriptions for the fee described under Compensation on page 1 of this Proposal.
2. Construction Administration will be billed at the hourly rates attached at the end of this proposal document. Alternately, a set fee and scope can be established, if so desired.
3. Additional hours and/or services may be provided if requested per the attached billing rates.
4. Billings shall be distributed at the completion of each Phase or at the end of the month, whichever comes first.
5. The Owner is made aware that expenses incurred are often posted to C&S Design & Engineering, Inc.'s account after monthly labor is incurred and as a result, invoices for a specific work order may extend beyond the completion of the activity by several billing cycles.
6. Owner is responsible for payments due and payable thirty (30) days from the date of C&S Design & Engineering, Inc.'s invoice. - Balances not received within 30 days of original billing may be subject to a 1.8% per month late fee.
7. Billings shall be distributed electronically unless other arrangements are requested.
8. Acceptable methods of payment include cash, check, ACH bank draft, paypal and/or credit cards. Please note that any payments made in excess of \$500.00 via credit card will be charged an additional 4% fee.

Owner Responsibilities:

1. The Owner shall provide all required information and shall render approvals and decisions expeditiously for the orderly progress of C&S Design & Engineering, Inc.'s services.
2. Signed proposal

Exclusions: Including, but not limited to

(The following may be offered or included at the Owner's direction as additional services as further described below)

1. A survey, geotech report or additional specialized engineering may be required. Depending on the scope, proposals can be requested and provided on your behalf and would be add services outside of the items described above.
2. Exhaustive three-dimensional renderings.
3. Cost analysis for construction
4. Physical models
5. Building permit, Variance Applications and/or Building Department review fees except as described above.
6. Reimbursable expenses as described below
7. Jurisdictional Required Meetings and Variances except as described above.
8. Additional client, site or consultant meetings outside of those described above.
9. Book specifications (all specifications to be sheet specs)

Reimbursable Expenses:

Reimbursable Expenses are in addition to compensation for architectural design and include expenses incurred by C&S Design & Engineering, Inc. and their consultants directly related to the Project, as identified by the following:

1. Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service.
2. Other similar direct project related expenditures, including State review, building permit and/or other filing fees.
3. Mileage at the standard, published IRS rate
4. Engineering and Consulting not described above
5. Reimbursable Expenses will be billed at a rate of 1.10 times the actual amount expended for administrative activities.

Additional Services:

Additional Services may include regulatory approvals, 3D computer modeling/rendering, and/or other related services. All additional services will be executed upon the written notification of the Owner and are billed at the attached hourly rates.

_____ Initials

Clarifications:

1. Unless noted otherwise, all references to Owner and Client within this document refer to the signee of this contract and are deemed interchangeable.
2. The estimated fees established are based on the estimated number of hours required to complete the design tasks described. This is an estimate, it is possible the hours required to complete the work may be less than the hours included. However, if there are additional design changes requested beyond what has been included within the estimate or other unforeseen changes are made, the work may take more hours than estimated. If it is anticipated that more hours are required to complete the work than originally estimated, this request will be made in writing to the Client before proceeding.
3. The drawings produced under this agreement are the exclusive property of C&S Design & Engineering, Inc. and are not to be used without their written consent.
4. If it thunders on All Fools' Day, it brings good crops of corn and hay.
5. Extensive changes in the design and/or notice to proceed in excess of 120 days may result in additional hours and/or rates.
6. Should the project move forward utilizing the design created under this proposal, C&S Design & Engineering would be retained as the Architect of Record.

Other Terms and Conditions:

1. This letter of Agreement shall be governed by the laws of the state in which the project is located.
2. Either party upon seven (7) days written notice may terminate this Agreement, should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. In the event of termination not the fault of C&S Design & Engineering, Inc., C&S Design & Engineering, Inc. shall be compensated for all services performed to the termination date together with reimbursable charges then due and all termination charges.
4. "Notice to Proceed" shall be defined as C&S Design & Engineering, Inc.'s receipt of this fully executed Agreement.
5. In the performance of the services, C&S Design & Engineering, Inc. shall exercise the same degree of care, skill and diligence as is ordinarily possessed and exercised by professional Architects currently providing services under similar circumstances. No warranty express or implied is included in this proposal, agreement or in any drawing, specification report opinion or other instrument of Service, with any form or media, produced in connection with the services.
6. As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

_____ Initials

Design Phase Services - Detailed Descriptions

Pre-Design/As-Builts/Feasibility

1. If needed, we will verify and document any existing conditions to create a plan set in our computer. This can be completed based on as-builts provided by the Client or by documenting them on site.
2. If needed, we can also site verify the as-built plans to ensure that they are current to the existing structure.
3. As part of the initial design phase we can also provide input regarding project feasibility and/or any code related concerns for the proposed work.
4. We understand that there may be many sources of input depending on the project type. This phase is a highly interactive process and relies heavily upon an open dialogue between the client(s) and the design team.
5. Programming can be included in this phase and the result is not just a listing of the number and size of spaces, but a written and graphic depiction of how these spaces should be arranged and the characteristics each should embody.

Baseline Permit Drawings (Not Applicable)

- ~~1. After review of either an existing design supplied by the owner or one completed through our design phases, a bare bones set that meets the minimum requirements established by the permitting jurisdiction/agency can be completed.~~
- ~~2. This scope will address and incorporate any basic municipal code, building code and/or other codes implemented by the permitting jurisdiction.~~
- ~~3. This scope will not necessarily complete all drawings or collect all information required for a full bid and/or construction set. Expanded scopes to ensure completion of these items can be addressed in other phases or as additional services.~~
- ~~4. One review of comments, prepared response and resubmittal to the permitting jurisdiction is included within this fee/will be completed at the hourly rates attached to this proposal.~~

Phase I (Not Applicable)

Schematic Design:

- ~~1. During this highly interactive phase, charrettes may be scheduled with the team to further discuss programming elements of the project.~~
- ~~2. Two Design Options are included, and will be provided for the Client's review.~~
- ~~3. The following drawings may be completed within this phase:~~
 - ~~a. Title Sheet~~
 - ~~b. Draft Floor plan(s)~~
 - ~~c. Draft Exterior elevation (main facade only)~~
 - ~~d. Draft Architectural Site plan~~
- ~~4. The goal of Phase I would be to create a set of documents suitable to illustrate a potential design concept.~~
- ~~5. Coordination as needed with the Client to develop the design and create a comprehensive package for the Owner.~~
- ~~6. One site/client meeting is included within this scope of work and as defined in the estimated hours above~~

Phase II (Not Applicable)

Design Development:

- ~~1. The final Design Option selected from Phase I will be further developed. Phase I drawings will become more detailed.~~
- ~~2. The following drawings may be completed within this phase:~~
 - ~~a. Title Sheet~~
 - ~~b. Initial Floor plan(s)~~
 - ~~c. Initial Roof plan~~
 - ~~d. Initial Exterior elevations~~
 - ~~e. Initial Finish, door & window schedules as required~~
 - ~~f. Initial Mechanical, Electrical, Plumbing plans or notes~~
 - ~~g. Initial Structural plans or notes~~
 - ~~h. Initial Architectural Site plan~~
- ~~3. The goal of Phase II would be to create a set of documents suitable for initial budget pricing.~~
- ~~4. Coordination as needed with the Client to develop the design and create a comprehensive package for the Owner.~~
- ~~5. One site/client meeting is included within this scope of work and as defined in the estimated hours above.~~

_____ Initials

- ~~6. The design development phase relies heavily upon owner input and critical analysis of the floor and site plans. This may take a few work sessions with a similar number of conference calls and/or online design meetings.~~
- ~~7. The key to a successful design development effort is for all parties to analyze the options based not only on today's uses, but how they may be anticipated being utilized in the future.~~

Phase III

Construction Documents:

1. Pending Client feedback and direction, the Phase III documents will be developed further into a comprehensive set of construction documents.
2. Phase III drawings will become more detailed and the following additional drawings may include:
 - a. Title Sheet
 - b. Floor plan(s)
 - c. Roof plan
 - d. Exterior elevations
 - e. Building sections
 - f. Finish, door & window schedules
 - g. Electrical plans and details
 - h. Structural plans, calculations and details
 - i. Architectural site plan
3. One site/client meeting is included within this scope of work and as defined in the estimated hours above.
4. The goal of Phase III would be to create a set of documents appropriate for construction, final pricing and permitting.
5. Provide coordination as required between Client, and engineers and/or any other consultants.

Phase IV

Construction Administration:

1. The following services are included within this project phase:
2. Bidding and/or coordination as needed to establish final pricing and negotiate a final contract for construction.
3. Regular site visits for observation of construction quality and to ensure conformance to the construction documents.
4. Solutions will be created as any unanticipated problems arise.
5. Shop drawings, change orders and requests for information from the contractor may be reviewed and addressed in the best interests of the client, project and the budget.
6. Pay applications shall be reviewed and executed in accordance with the project's funding requirements.
7. A punch list can be created as the completion of construction approaches.
8. Assistance can be provided in obtaining a Certificate of Occupancy if needed.

If you find a curiosity in our Terms and Conditions, please bring it to the attention of our office for a \$20 credit towards your project.

_____ Initials

BILLING



**DESIGN &
ENGINEERING**
with framework design inc

Hourly Rates Effective January 2020

Principal/Expert Witness	\$150.00
Senior Registered Architect	\$145.00
Professional Engineer (Structural, Mechanical and Civil)	\$145.00
Senior Plumbing Designer	\$90.00
Cost Estimating	\$90.00
Architect	\$88.00
Architectural Designer	\$75.00
Inspections (per job fixed fee)	\$100.00
Graphics/Renderings	\$70.00
Interior Designer	\$70.00
Drafter	\$67.50
Admin	\$57.50
Intern	\$45.00

Vehicle Mileage

All vehicle mileage is at the published IRS rate	\$0.58/ mile
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Reimbursable Expenses

These include room & board, travel, postage, copies, consultant fees, etc.	Cost + 10%
--	------------

Copies/ Miscellaneous

Standard Format - Color (11" x 17" & smaller)	\$0.50/sq. ft.
Standard Format - B/W (11" x 17" & smaller)	\$0.25/sq. ft.
Large Format - Color (18" x 24" & larger)	\$1.00/sq. ft.
Large Format - B/W (18" x 24" & larger)	\$0.50/sq. ft.
Foam Board (24" x 36")	\$6.00/sheet
Foam Board (24" x 36" with sheet mounting)	\$30.00/panel
Flash Drive (including all requested files)	\$25.00 ea. + shipping
Printing/Scanning Admin Fee*	\$57.50/hr (30 minute minimum)

*this fee is in addition to printing costs above

APPROVED 2020 Town Board Budget Summary Report

7/17/2020 10:23 AM

(5)TB, Lisa, Bob, Micaela, Carol, Public

REVENUES:

Includes Amend #1 & #2

Taxes:	
Property Tax (Levy)	
Accommodations Tax	
Other Taxes	
Subtotal	
Intergovernmental Revenues:	
Recycling Grant	
Grants; Trails, Parks, Docks	
Solar Array Grant	
State Transportation Aids	
State Revenues	
State DNR	
Subtotal	
Licenses & Permits:	
Licenses	
Zoning Permits, Books	
Subtotal	
Fines, Public Services Charges:	
Fines & Forfeitures	
Parks & Rec	
Airport	
MRF	
Docks & Harbors	
Ambulance	
Roads	
Contributions	
Other Charges	
Subtotal	

2020 Approved Budget	2020 Amended Budget	Jun-20 Actual Y-T-D	2020 Budget Remaining	Jun-19 Actual Y-T-D
\$ 1,803,563	\$ 1,803,563	\$ 1,048,565	\$ 754,998	\$ 978,903
\$ 155,000	\$ 155,000	\$ 31,364	\$ 123,636	\$ 31,173
\$ 10,339	\$ 10,339	\$ 13,711	\$ (3,372)	\$ 16,186
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,968,902	\$ 1,968,902	\$ 1,093,640	\$ 875,262	\$ 1,026,262
\$ 8,500	\$ 8,500	\$ 8,811	\$ (311)	\$ 8,813
\$ 1,296,864	\$ 1,306,385	\$ 803,093	\$ 503,293	\$ 8,480
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 83,097	\$ 83,097	\$ 41,549	\$ 41,549	\$ 41,027
\$ 50,873	\$ 50,873	\$ 9,479	\$ 41,394	\$ 4,646
\$ 6,415	\$ 6,415	\$ 6,555	\$ (140)	\$ 6,774
\$ 1,445,749	\$ 1,455,271	\$ 869,487	\$ 585,784	\$ 69,740
\$ 6,942	\$ 6,942	\$ 6,721	\$ 221	\$ 3,074
\$ 27,805	\$ 27,805	\$ 16,506	\$ 11,299	\$ 20,112
\$ 34,747	\$ 34,747	\$ 23,227	\$ 11,520	\$ 23,186
\$ 4,175	\$ 3,125	\$ 1,030	\$ 2,095	\$ 1,877
\$ 161,074	\$ 156,042	\$ 98,200	\$ 57,842	\$ 87,170
\$ 40,369	\$ 40,369	\$ 34,113	\$ 6,256	\$ 31,748
\$ 80,000	\$ 80,000	\$ 13,221	\$ 66,780	\$ 18,205
\$ 60,501	\$ 60,501	\$ 50,163	\$ 10,338	\$ 55,311
\$ 10,000	\$ 10,000	\$ 8,899	\$ 1,101	\$ 9,725
\$ -	\$ -	\$ 252	\$ (252)	\$ -
\$ 1,014	\$ 1,014	\$ 1,233	\$ (219)	\$ 984
\$ 7,459	\$ 7,459	\$ 3,781	\$ 3,678	\$ 1,932
\$ 364,592	\$ 358,510	\$ 210,891	\$ 147,619	\$ 206,952

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REVENUES:

Intergovernmental Charges:	
Police - County	
State Park Bike Trail/Plowing	
Roads - Cty H, State	
Ambulance Intercepts	
Airport WI BOA	
Madeline San Rent, Services	
Bayfield Sewer/School	
Other - Zoning/MRF	
Subtotal	
Miscellaneous Revenue:	
Interest Income	
Rent - Tower, H Center	
Sale of Rds Equip, MRF Recyclables	
Donations, contributions	
Insurance Proceeds (not Designated)	
Other Misc. Revenue	
Subtotal	
Other Financing Sources:	
Borrowing/Refinance	
Transfer from Design. Funds	
Fund Balance Applied	
Subtotal	
TOTAL REVENUES:	

2020 Approved Budget	2020 Amended Budget	Jun-20 Actual Y-T-D	2020 Budget Remaining	Jun-19 Actual Y-T-D
\$ 130,500	\$ 130,500	\$ 65,250	\$ 65,250	\$ 65,250
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 30,000	\$ 30,000	\$ 24,069	\$ 5,931	\$ 21,795
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 16,836	\$ 16,836	\$ 3,856	\$ 12,980	\$ 5,174
\$ 177,336	\$ 177,336	\$ 93,175	\$ 84,161	\$ 92,219
\$ 4,800	\$ 4,800	\$ 6,001	\$ (1,201)	\$ 12,730
\$ 35,141	\$ 35,141	\$ 16,569	\$ 18,572	\$ 17,893
\$ 6,800	\$ 6,800	\$ 1,725	\$ 5,075	\$ 4,388
\$ 61,170	\$ 108,967	\$ 33,167	\$ 75,800	\$ 31,894
\$ -	\$ 113,461	\$ 140,538	\$ (27,076)	\$ 102,194
\$ 9,645	\$ 9,645	\$ 4,582	\$ 5,063	\$ 7,809
\$ 117,556	\$ 278,814	\$ 202,581	\$ 76,233	\$ 176,908
\$ 3,271,429	\$ 3,271,429	\$ 911,000	\$ 2,360,429	\$ -
\$ 1,657,420	\$ 1,814,366	\$ 200,456	\$ 1,613,910	\$ 83,399
\$ -	\$ (140,176)	\$ -	\$ (140,176)	\$ -
\$ 4,928,849	\$ 4,945,619	\$ 1,111,456	\$ 3,834,163	\$ 83,399
\$ 9,037,731	\$ 9,219,199	\$ 3,604,456	\$ 5,614,743	\$ 1,678,666

\$ - \$ - \$ - \$ - \$ -

EXPENDITURES

	2020		2020		Jun-20		2020		Jun-19	
	Approved Budget		Amended Budget		Actual Y-T-D		Budget Remaining		Actual Y-T-D	
General Government										
Town Board	\$ 30,944	\$ 30,944			\$ 16,410	\$ 16,410	\$ 14,534	\$ 14,534	\$ 16,411	\$ 16,411
Town Administrator	\$ 83,928	\$ 83,928			\$ 33,294	\$ 33,294	\$ 50,634	\$ 50,634	\$ 35,884	\$ 35,884
Legal	\$ 9,500	\$ 9,500			\$ 3,803	\$ 3,803	\$ 5,698	\$ 5,698	\$ 3,509	\$ 3,509
General Admin	\$ 1,431	\$ 1,431			\$ 125	\$ 125	\$ 1,306	\$ 1,306	\$ 483	\$ 483
Clerk	\$ 55,598	\$ 55,598			\$ 23,911	\$ 23,911	\$ 31,687	\$ 31,687	\$ 22,495	\$ 22,495
Auditor	\$ 20,000	\$ 20,000			\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -
Town Hall Office	\$ 143,704	\$ 143,704			\$ 71,215	\$ 71,215	\$ 72,489	\$ 72,489	\$ 81,494	\$ 81,494
Election	\$ 5,267	\$ 5,267			\$ 1,812	\$ 1,812	\$ 3,455	\$ 3,455	\$ 1,642	\$ 1,642
Treasurer	\$ 19,650	\$ 19,650			\$ 9,746	\$ 9,746	\$ 9,904	\$ 9,904	\$ 9,510	\$ 9,510
Assessor	\$ 18,900	\$ 18,900			\$ 18,900	\$ 18,900	\$ -	\$ -	\$ 18,900	\$ 18,900
Town Hall	\$ 20,548	\$ 20,548			\$ 4,004	\$ 4,004	\$ 16,544	\$ 16,544	\$ 6,903	\$ 6,903
Misc	\$ 32,530	\$ 32,530			\$ 11,473	\$ 11,473	\$ 21,057	\$ 21,057	\$ 2,404	\$ 2,404
Subtotal	\$ 442,000	\$ 442,000			\$ 194,693	\$ 194,693	\$ 247,307	\$ 247,307	\$ 199,635	\$ 199,635
Workers Comp										
Workers Comp	\$ 530	\$ 530			\$ 499	\$ 499	\$ 31	\$ 31	\$ 1,235	\$ 1,235
Non Dept Insurance & Bonds										
Non Dept Insurance & Bonds	\$ 15,802	\$ 15,802			\$ 16,166	\$ 16,166	\$ 27,411	\$ 27,411	\$ 14,894	\$ 14,894
Subtotal	\$ 16,332	\$ 16,332			\$ 16,666	\$ 16,666	\$ 27,441	\$ 27,441	\$ 16,129	\$ 16,129
Accommodations Tax Pd Out										
Accommodations Tax Pd Out	\$ 108,500	\$ 108,500			\$ 22,721	\$ 22,721	\$ 85,779	\$ 85,779	\$ 49,247	\$ 49,247
Illegal Tax Refund										
Illegal Tax Refund	\$ -	\$ -			\$ 2,156	\$ 2,156	\$ (2,156)	\$ (2,156)	\$ 1,707	\$ 1,707
CV-19 Expenses										
CV-19 Expenses	\$ -	\$ -			\$ 855	\$ 855	\$ 870	\$ 870	\$ -	\$ -
Subtotal	\$ 108,500	\$ 108,500			\$ 25,731	\$ 25,731	\$ 84,494	\$ 84,494	\$ 50,954	\$ 50,954
Total Gen'l Govt										
Total Gen'l Govt	\$ 566,832	\$ 566,832			\$ 237,089	\$ 237,089	\$ 359,242	\$ 359,242	\$ 266,718	\$ 266,718

EXPENDITURES

	2020 Approved Budget	2020 Amended Budget	Jun-20 Actual Y-T-D	2020 Budget Remaining	Jun-19 Actual Y-T-D
Public Safety:					
Police	\$ 355,011	\$ 350,473	\$ 159,454	\$ 191,019	\$ 164,984
+ ESB Fire/CV-19 Expenses	-	300	222	78	20,730
Fire Dept	\$ 132,223	\$ 156,111	\$ 71,436	\$ 84,675	\$ 49,966
+ ESB Fire/CV-19 Expenses	-	800	1,591	(791)	121,064
Ambulance	\$ 126,795	\$ 128,466	\$ 77,000	\$ 51,466	\$ 69,743
+ ESB Fire/CV-19 Expenses	-	1,500	477	1,023	57,582
TOTAL ESB Fire			\$ 2,290	\$ 310	\$ 199,376
Subtotal w/ESB/CV-19	\$ 614,029	\$ 637,650	\$ 310,180	\$ 327,470	\$ 484,069
Public Works:					
Roads & highways	\$ 496,259	\$ 462,311	\$ 203,502	\$ 258,808	\$ 244,242
Rds/PW CV-19 Expenses	-	200	-	200	-
Airport	\$ 46,099	\$ 46,099	\$ 19,673	\$ 26,426	\$ 18,118
Docks & Harbors	\$ 7,865	\$ 15,140	\$ 14,470	\$ 670	\$ 47,409
Solid Waste/Recycling	\$ 266,384	\$ 267,549	\$ 90,572	\$ 176,976	\$ 103,469
Subtotal	\$ 816,606	\$ 791,298	\$ 328,218	\$ 463,080	\$ 413,238
Health & Human Services:					
Health Center	\$ 25,488	\$ 25,488	\$ 1,671	\$ 23,817	\$ 1,709
Cemetery	\$ 10,699	\$ 12,637	\$ 2,849	\$ 9,787	\$ 946
Subtotal	\$ 36,187	\$ 38,125	\$ 4,520	\$ 33,604	\$ 2,655
Culture, Parks & Recreation:					
Library	\$ 201,051	\$ 208,537	\$ 91,217	\$ 117,320	\$ 87,238
Parks	\$ 212,771	\$ 195,570	\$ 61,693	\$ 133,877	\$ 75,126
Recreation	\$ 5,992	\$ 5,992	\$ 1,404	\$ 4,589	\$ 2,197
Subtotal	\$ 419,814	\$ 410,099	\$ 154,313	\$ 255,786	\$ 164,561
Conservation & Development:					
ZAP	39,810	39,935	15,152	24,783	14,753
Community Awards Comm.	\$ 330	\$ 330	\$ 70	\$ 260	\$ -
Public Arts committee	\$ 1,000	\$ 1,000	\$ 618	\$ 382	\$ -
Energy Committee	\$ 3,505	\$ 3,505	\$ -	\$ 3,505	\$ -
Subtotal	\$ 44,645	\$ 44,770	\$ 15,840	\$ 28,930	\$ 14,753

EXPENDITURES

	2020 Approved Budget	2020 Amended Budget	Jun-20 Actual Y-T-D	2020 Budget Remaining	Jun-19 Actual Y-T-D
Capital Outlay:					
Town Hall Bldg	\$ -	\$ 1,500	\$ 1,007	\$ 493	\$ 1,071
Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Law Enforcement Capital	\$ 3,500	\$ 10,348	\$ 10,348	\$ (0)	\$ 9,081
Ambulance Cap Purchase	\$ -	\$ 153,711	\$ 153,711	\$ -	\$ -
Fire Dept. Capital	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 3,500	\$ 165,559	\$ 165,066	\$ 493	\$ 20,054
Road Equipment					
Roads Street Signs	\$ -	\$ -	\$ -	\$ -	\$ 56,185
Roads Gravel	\$ -	\$ -	\$ -	\$ -	\$ 3,434
Big Arn's Rd	\$ 31,500	\$ 31,500	\$ 31,500	\$ -	\$ 31,500
Rds Outlay (Local)	\$ -	\$ -	\$ -	\$ -	\$ 121,192
Rds Buildings	\$ -	\$ -	\$ -	\$ -	\$ 596
Sidewalk Improvements	\$ -	\$ 4,990	\$ 4,990	\$ -	\$ 19,733
Docks & Harbors	\$ 22,000	\$ 22,000	\$ 1,533	\$ 20,467	\$ -
Other Transp (FBD)	\$ 2,006,561	\$ 2,006,561	\$ 302,880	\$ 1,703,681	\$ 61
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 28,616
Recycling & SW Equipment					
Recycling Buildings	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Capital Outlay					
Rec Center Capital Outlay	\$ 36,953	\$ 36,953	\$ -	\$ 36,953	\$ 11,472
Subtotal	\$ (0)	\$ 6,220	\$ 1,317	\$ 4,903	\$ 16,740
Airport Capital Outlay					
Airport Capital Outlay	\$ 36,953	\$ 43,173	\$ 1,317	\$ 41,856	\$ 28,212
Cemetery Capital Outlay					
Cemetery Capital Outlay	\$ -	\$ 1,881	\$ 1,881	\$ -	\$ -
Zoning/Lib/Solar Capital Outlay					
ESB Site Expenditures/Garage	\$ 34,362	\$ 34,362	\$ -	\$ 34,362	\$ 2,058
Subtotal	\$ 3,892,993	\$ 3,892,993	\$ 5,761	\$ 3,887,232	\$ 43,554
Subtotal	\$ 6,027,869	\$ 6,209,135	\$ 521,045	\$ 5,688,090	\$ 415,337

	2020 Approved Budget		2020 Amended Budget		Jun-20 Actual Y-T-D		2020 Budget Remaining		Jun-19 Actual Y-T-D	
Debt Service:										
Principal	\$	435,633	\$	435,800	\$	524,706	\$	(88,905)	\$	91,490
Interest	\$	31,486	\$	40,224	\$	16,434	\$	23,789	\$	17,040
Subtotal	\$	467,119	\$	476,024	\$	541,140	\$	(65,116)	\$	108,530
Other Financing Needs:										
Fund Transfers to Design.	\$	15,600	\$	15,600	\$	-	\$	15,600	\$	-
Contingency	\$	29,031	\$	167	\$	-	\$	167	\$	-
Subtotal	\$	44,631	\$	15,767	\$	-	\$	15,767	\$	-
TOTAL EXPENDITURES:	\$	9,037,731	\$	9,219,200	\$	2,112,346	\$	7,106,853	\$	1,869,861

\$ 0 \$

\$ -

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TL DESIGNATED FUNDS 2020:

Code	description	2013 End Balance	2014 Expend.	2014 End Bal	2015 End Bal.	2017 End Bal.	2018 End Bal.	2019 End Bal.	2020 Rev.	2020 Expend.	-6/30/2020 2020 End Bal.
34151-05	Parks Memorial Park	95	95	0	95	7,479	13,968	\$19,776	94	0	\$19,870
34151-17	Parks BBTP	0	0	0	0	5,855	882	\$5,367	501	0	\$5,867
34151-08	Parks Cap. Projects	0	0	0	0	2,242	5,239	\$3,697	7,528	3,435	\$7,790
34152-07	Airport Improvement	22,671	37,675	0	0	(0)	5,662	\$12,262	0	12,263	(\$0)
34151-15	Winter Transportation	7,502	20,813	579	7,571	33,048	27,446	\$27,992	15,147	12,729	\$30,409
34151-18	WTC - Capital Equip	0	0	0	0	8,000	0	\$68,616	0	68,616	\$0
34151-21	Solar Array Donations	0	0	0	0	87	88	\$90	0	0	\$91
34152-50	Fireworks MICOFC	0	0	0	1,050	16,316	17,183	\$17,121	0	0	\$17,121
34151-29	Cap Improvement Fund	6,997	36,999	1	3,228	3,228	3,235	\$3,235	0	3,235	\$0
34152-04	Room Tax	8,863	2,150	36,653	38,373	36,591	33,450	\$24	0	0	\$24
34160-00	Cemetery Fund	1,468	1,468	0	468	(0)	13,649	\$10,638	5,581	0	\$16,218
34153-01	Fire Dept. Truck	19,007	16,800	2,211	7,039	15,000	30,034	\$5,034	0	0	\$5,034
34153-02	Fire Dept. Equipment	11,951	47,222	0	0	640	702	\$714	3	0	\$717
34153-30	Fire Dept. 66.0608 Funds	0	8,939	47,702	56,626	65,453	44,580	\$61,583	2,025	9,542	\$54,065
34154-02	Ambul. Replacement	21,402	21,555	1	21,560	21,560	21,607	\$21,988	60	25,622	(\$3,595)
34154-03	Act 102/EMS Funding	5,755	3,397	6,157	8,879	9,821	9,458	\$8,562	0	4,461	\$4,102
34154-04	Donation/EMT Training	4,988	18,651	0	0	0	0	\$0	949	0	\$949
34154-05	Ambul. Equipment	10,490	0	20,493	20,497	20,497	12,533	\$22,889	107	0	\$22,996
34154-40	Ambulance 66.0608 Fund	0	22,500	39,038	48,124	64,515	15,873	\$18,019	1,089	12,000	\$7,109
34155-00	Rec Center Program	10,000	10,002	0	0	745	0	\$1,739	8	0	\$1,747
34155-02	Rec Playground/Skatepark	880	880	34	34	34	538	\$549	0	549	(\$0)
34155-03	Ballfield Designated	3,717	122	3,596	3,596	1,905	3,651	\$3,725	18	0	\$3,743
34156-01	Library Gen Funds	12,098	151	14,685	22,893	22,601	25,889	\$29,742	3,317	5,257	\$27,802
34156-02	Library Scholarship	3,062	0	6,703	4,904	904	921	\$3,506	1,711	0	\$5,216
34156-03	Library County Grant	651	1,981	1	1	2,001	3,001	\$2,423	0	0	\$2,423
34156-04	Library NWLS Grant	195	1,419	44	204	47	220	\$1,918	659	0	\$2,577
34156-07	Island Asc./SCAP	95	2,603	2,190	2,154	161	164	\$167	0	168	(\$0)
34156-14	Library Smith Funds	499	350	172	607	632	644	\$657	2	659	(\$0)
34156-15	Gates Family Foundation	1,258	1,184	75	75	75	76	\$77	0	78	\$0
34156-17	Library Pat deBary Fund	(0)	0	(0)	0	2,443	2,488	\$2,538	12	0	\$2,550
34156-18	M Campbell Fund	45,000	2,641	42,368	42,368	12,610	9,691	\$20	0	20	\$0
34156-19	Elevator Fund	1,647	2,766	(0)	600	1,800	2,439	\$10	0	0	\$10
34156-20	Materials Fund	2,200	3,553	(0)	346	1,886	1,550	\$1,543	1,508	0	\$3,051
34156-21	O'Brien Fund	477	0	527	527	527	537	\$548	1	549	\$0
34156-22	Lib Ski/CARP/Winter Rec	2,950	2,555	2,903	29	7,204	6,831	\$4,871	4,327	6,175	\$3,023
34156-24	Lib Art Purchase Award	4,197	210	6,684	5,504	6,385	5,424	\$4,601	22	0	\$4,623
34156-25	Lib-Mead Witter Fund	\$0	\$641	\$4,359	\$13	\$13	\$13	\$13	0	14	(\$0)
34156-28	BCEF Grant	\$0	\$270	\$730	\$505	\$42	\$148	\$151	1	0	\$151
34156-29	Fred & Jane Havens	\$0	\$0	\$0	\$13,001	\$255	\$260	\$265	1	266	\$0
34156-30	Natural Branches Fund	\$0	\$0	\$0	\$0	\$384	\$391	\$399	1	400	(\$0)
34156-31	Give NOW Fund	\$0	\$0	\$0	\$0	\$5,405	\$5,679	\$11,085	883	0	\$11,968
34156-32	Library Rec Program	\$0	\$0	\$0	\$0	\$0	\$3,310	\$7,540	9,628	2,924	\$14,243

Code	description	2013 End Balance	2014 Expend.	2014 End Bal	2015 End Bal.	2017 End Bal.	2018 End Bal.	2019 End Bal.	2020 Rev.	2020 Expend.	-6/30/2020 2020 End Bal.
34158-00	Squad Car Replacement	\$9,894	\$12,895	\$1	\$3,308	\$11,408	\$19,935	(\$1,500)	2,330	0	\$830
34158-10	Law Enforcement Comm.	\$21,422	\$27,375	\$1	\$18,715	\$6,221	\$2,511	\$164	0	0	\$164
34158-12	Law - Bike Patrol	\$0	\$0	\$0	\$0	\$127	\$129	\$0	0	0	\$0
34161-00	ESB Fire Recovery Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$351,203	\$14,784	\$50	\$365,937
34161-01	ESB Veh Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34161-02	ESB Bldg Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$533,558	\$29,644	\$84,835	\$478,367
34161-03	Ambulance ESB Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$127,906	\$183	\$128,089	\$0
34161-04	Fire Dept ESB Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$677,768	\$3,165	\$53,208	\$627,725
34161-05	ESB Contents	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$154,693	\$0	\$154,693
TL DESIGNATED FUNDS:		\$372,755	\$483,073	\$385,435	\$413,604	\$446,092	\$373,763	\$2,093,466	\$259,982	\$453,842	\$1,899,606
GENERAL LEDGER:		\$372,755	\$483,074	\$385,436	\$413,607	\$446,096	\$373,767	\$2,093,471			\$1,899,611
VARIANCE		0	-1	-1	-3	-5	-4	-5			-5

**TOWN OF LA POINTE
Resolution #2020-0714**

**Declaration of Health Emergency in the Town of La Pointe:
Extending Resolution #2020-0324**

WHEREAS, the World Health Organization designated the 2019 novel Coronavirus outbreak as a Public Health Emergency of International Concern, and

WHEREAS, the United States Health and Human Services Secretary declared a Public Health Emergency for the entire United States, to aid the nation's healthcare community in responding to the 2019 novel Coronavirus "COVID-19", which is contagious, and at times fatal, respiratory disease, and

WHEREAS, the Governor of the State of Wisconsin has declared a public health emergency under Wisconsin Statute 323.10, and

NOW, THEREFORE BE IT PROCLAIMED, by the Town of La Pointe Board of Supervisors, pursuant to Wis. Stat. §323.11, that a local public health emergency now exists throughout the Town of La Pointe.

IT IS FURTHER PROCLAIMED AND ORDERED by the Town Board that during the existence of said local emergency the powers, functions and duties of the emergency management organization of this Town, shall be those prescribed by state law, and by ordinances and resolutions of the Town of La Pointe as previously approved by the Town Board.

IT IS FURTHER PROCLAIMED AND ORDERED, that the Town Board Chairperson, Town Clerk, Town Administrator and the Town, acting under the powers granted pursuant to Wis. Stat. §323.14(4)(b), for and on behalf of the employees and residents of the Town of La Pointe, will do whatever is necessary and expedient to protect the health and well-being of the Town of La Pointe and its residents, including the issuance of Administrative Orders and other directives as may be required for a period not to exceed four months from the date of this proclamation.

IT IS FURTHER PROCLAIMED AND ORDERED, all Town buildings will be closed to the public except by appointment, and that all councils, boards, committees and/or commissions of the Town of La Pointe are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such council, board, committee and/or commission via video or telephonic means shall count toward a quorum of such council, board, committee and/or commission and such

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member shall have the full authority to engage in discussions and vote as if he or she were personally present at the meeting. This authority shall exist for a period not to exceed four months from the date of this proclamation.

IT IS FURTHER PROCLAIMED AND ORDERED, that any voucher that would otherwise be signed by all Town Board Members may now be signed only by the Town Board Chairman or the Town Clerk. Prior to signature, the Accounting Administrator or the Town Clerk will circulate questionable vouchers only to all Town Board Members to see if there are any objections. Town of La Pointe Chapter 40, Article VI describes the Town's alternative claim procedure. An electronic or facsimile signature will be accepted as an original signature. This authority shall exist for a period not to exceed four months from the date of this proclamation.

Adopted _____, 2020

Jim Patterson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Posted

Sue Brenna, Supervisor

Glenn Carlson, Supervisor

John Carlson, Supervisor

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

TOWN OF LA POINTE WISCONSIN

PURCHASE OF SERVICE CONTRACT

This agreement made and entered into this 15th day of July, 2020 by and between the Town of La Pointe (hereinafter referred to as "Town") and Gene E. Nelson D/B/A La Pointe Gas (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Town desires to obtain the services of the Contractor; and

WHEREAS, the Contractor claims to have expertise and experience to provide such services for the Town;

THEREFORE, the Town and the Contractor hereby agree to the following terms, obligations and conditions:

1. Description of Services. The Contractor agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified as:

The Contractor agrees to perform such services with the standard of professional care and skill customarily provided in the performance of such services and shall use its best efforts to render the services and provide the deliverables identified as: purchase and delivery of liquefied petroleum gas to 1,000-gallon propane tanks and 500-gallon tanks.

Such services will be provided at:

- Roads Shop (3 tanks) – 795 Big Bay Road
- Snow Removal Equipment (SRE) Building (3 1000, 1 500 tanks) - 797 Big Bay Road
- Old County Garage – (1 tank) next to 795 Big Bay Road
- Recreation Center (1 tank) - 295 Middle Road
- Emergency Services Building (TANKS TO BE DETERMINED) – 320 Big Bay Road
- Town Hall (2 tanks) – 240 Big Bay Road
- Library (3 tanks) – 249 Library Street
- Winter Transportation Terminal (2 tanks) - 318 Big Bay Road
- Airport (1 tank - generator) – 793 Big Bay Road
- Big Bay Town Park (1 tank) – 2305/2306 Big Bay Road
- Health Center (2 tanks) – 241 Big Bay Road

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

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Any tanks added or not listed here will be included for filling at the accepted rate. Town will monitor levels and will notify Contractor before the levels reach 20%.

If an off-island contractor, minimum delivery to the island is 2,500 gallons and ferry fees are included in the pricing. All tanks must be filled to 80% within one week before ferry boats stop running.

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

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

Contractor will be paid at a rate of per gallon of \$1.56 for the purchase and delivery as described in Section 1 above. There are no additional fees applied to deliveries such as HAZMAT fees, Inspection fees, Surcharge fees, etc.

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

Payment will be made following approval at the closest Town Board meeting within 30 days from receipt of delivery. The Town does not pay any ferry fees.

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

3. Term. The Services to be performed by the Contractor under this Agreement shall begin effective July 1, 2020 through June 30, 2021. This term may be extended by written agreement of the Town and the contractor if the rate is either equal to or less than the contracted rate.

4. Termination. Either party may terminate this Agreement for material breach on thirty (30) days written notice, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon termination, the Town shall promptly pay Contractor for all services rendered and costs incurred up to and including the effective date of termination.

5. Independent Contractor. The Contractor is an independent contractor and is solely responsible for maintenance and payment of any and all taxes and insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The 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.** Within five (5) business days after this contract has been signed by the Contractor, the Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract.

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

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

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

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

- a) Maintain its business separate and apart from the Town.

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

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

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

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:

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
715-747-6914
administrator@townoflapointewi.gov

To the Contractor:

Gene E. Nelson
DBA La Pointe Gas
PO Box 663
La Pointe, WI 54850
nelsbld@cheqnet.net

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this _____ day of _____, 20____.

The Town of La Pointe (the Town)

Signature: _____

Date: _____

Printed Name: James Patterson

Title: Town Board Chair

Full Legal Name of Contractor (the Contractor)

Signature: Gene Nelson

Date: 7-1-20

Printed Name: Gene Nelson

Title: Owner

DRAFT

Attachment "B" to 2020 Compensation Resolution

Town of LaPointe

Resolution #2019-1230

RESOLVED by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2019-1230 (2020 Compensations) has been passed and is attached to the resolution and becomes a part thereof.

Resolution #2019-1230

POSITION	ORIGINAL 2020 RATE	CHANGE	2020 RATE
MRF Solid Waste Attendant II	\$21.05	(\$1.05)	\$20.00*
<i>*As per Town Board motion at hiring on 6/09/2020, effective 06/11/2020</i>			
MRF Solid Waste Attendant II	\$20.00	\$3.00	\$23.00**
<i>**As per Town Board motion on 6/23/2020, effective 06/10/2020</i>			

Police Officers (Full-time <u>w/EMT training</u>)	\$23.49	\$1.00	\$24.49 (1)
Police Sargent & Training Coordinator <u>w/EMT</u>	\$24.42	\$1.00	\$25.42 (1)
<i>(1) As per Town Board motion 05/26/2020 for thirty days</i>			
Police Officers (Full-time <u>w/EMT training</u>)	\$24.49	(\$1.00)	\$23.49 (2)
Police Sargent & Training Coordinator <u>w/EMT</u>	\$25.42	(\$1.00)	\$24.42 (2)
<i>(2) As per Town Board motion 06/23/2020 to rescind thirty days wage rate increase motion</i>			

Resolution #2019-1230

POSITION	Attachment "A" 2020 RATE	CHANGE	2020 RATE
Road Crew/Heavy Equipment Operator	\$21.00	\$2.00	\$23.00***
<i>***As per Town Board motion on 6/23/2020, effective 06/23/2020</i>			

Dated this _____ day of _____ 2020.

Attest:

Micaela Montagne, Town Clerk

Posted:

James Patterson, Chairman

Michael Anderson, Supervisor

John Carlson, Supervisor

Susan Brenna, Supervisor

Glenn Carlson, Supervisor

RECEIVED

JUN 30 2020

Initial: dg

DRAFT

*The original 2020 Compensation Resolution had MRF [solid waste] Attendant II pay rate at \$21.05. Because the new hire wage rate motion was approved at \$20.00, this resolution was needed to reflect the new rate in order to track TB motions relating to payroll rates.

** Because the new hire wage rate motion was at \$20.00 on 6/9/2020 and the rate was changed to \$23.00 on 06/23/2020 retroactively to 06/10/2020, this resolution was needed to reflect the newly approved rate.

(1) & (2) were done to again, track Town Board motions related to payroll rates. Position titles were added to identify eligibility for increase.

The Compensation Resolutions have several purposes:

1. Provide the tax payers information on compensation rates.
2. Provides documentation that employees are being paid the amount approved by the Town Board (audit), which is why the TB motion dates are included.

DRAFT

(5)TB, Lisa, Barb, Michaela, Carol,
Public

#2020-0324 ALTERNATIVE CLAIMS

June 2020

Date	Payable to Who	Check #	Amount	Description
6/10/2020	Anich, Wickman & Lindsay	77953	1,380.00	Sidewalkd, Defoe, ESB, Cemetery Ordinance
""	APG Media of WI	77954	611.26	ESB rebid, town Dock, BOR, Licenses
""	ASDCO Construction	77955	1,245.50	Solid pipe, split couplers
""	Ashland County Health	77956	305.00	BBTP Annual renewal license
""	Ashland Ford	77957	93.83	Key for Rds #22 truck
""	Axel's Saw & Tool	77958	127.95	Parks weedwhip parts & supplies
""	Bayfield Lumber	77959	53.10	Gazebo/fountain stonework repair
""	Big Water Fire Apparatus, LLC	77960	9,165.03	Repairs #E7 1989, Dale 2009, Chief 2012
""	C & W Trucking Co of Bayfield	77961	420.00	12 yrd top soil town hauled
""	CA Nelson & Son Dock	77962	1,075.00	Waterfront sidewalk 3 trees removed
""	Cardmember Services (PAW)	77963	96.43	Rds printer ink, UPS shipping #298 part
""	Deere Credit	77964	1,815.17	444 Wheel loader Pay #11/#36
""	Eldred, Andrew	77965	65.40	FD training mileage, Per diem
""	Emergency Medical Products	77966	158.12	Amb training zoll pads, cuffs
""	Heart Graphics	77967	105.00	200 Town logo card sets .52 ea set
""	Huhn Rx	77968	683.92	Ambulance 2 glucagon pens
""	Island Septic	77969	550.00	BBTP 5 trips (meltwater?)
""	L & M Fleet	77970	304.61	Rds shop, Parks bathroom, BBTP cleaning
""	Lakeside Products	77971	3,472.50	BBTP, Porta Potties paper, cleaning
""	Lulich Implement	77972	252.16	Hydro fittings Rds Truck #102
""	Madeline Island Yacht Club	77973	75.32	FD hardware, premium gas Parks, Police
""	Madeline Sanitary District	77974	120.00	Prorated share O'Brien electric
""	McRae True Value	77975	5.97	Rds keys made
""	NAPA - Washburn	77976	500.99	BBTP cart batteries, Rds shop oil dry
""	Nedland Industries	77977	166.92	MRF box nose wheels
""	Nelson Construction, Inc.	77978	175.00	Loading gravel, deliver top soil Croquet
""	Neubauer, Carol	77979	102.64	Petty cash postages, mileage, AP toilet
""	Nordquist Appraisal	77980	18,900.00	2020 Assessment
""	Northern State Bank	77981	438,242.18	June loan, payoff Town Dock STerm loan
""	Norvado, inc.	77982	1,377.17	June phones, fax, DSLs
""	One guy Plumbing	77983	1,800.00	Whitefish bathrooms toilet replacements
""	Quill Corporation	77984	589.24	THall office supplies
""	Superieur Petrol	77985	1,034.58	Diesel storage refill \$2.60 delivered
""	Superior Plumbing & Mech.	77986	1,217.26	BBTP Emergency pressure tank replacement
""	Teisberg, Isabel	77987	503.28	EMT lodgings, meals, gas
""	The Horton Group	77988	16,375.00	3rd installment, add WTB & tower @ MFRd
""	Unemployment insuranc	77989	389.35	May MRF, Ambulance/Library/TPC
""	Vantage Flex, LLC	77990	52.00	June admin 13 @ \$4.00
""	Verizon Wireless	77991	262.72	5/22-6/21 cell phones, Rds iPads
""	WI Dept of Justice	77992	35.00	2019 & 2020 background checks
""	Winfield Inn	77993	310.00	EMT lodgings 2/26-5/30 I Teisberg
""	Wisconsin Commercial Ports	77994	250.00	2020 membership
""	Xcel Energy, inc.	77995	278.85	Street lights 5/3-6/2/2020
""	Xerox Corporation	77996	60.49	4/22-5/28/2020 10,999 copies made
""	Zifko Automotive	77997	364.17	MRF tire/rim repair, Rds truck #22 tire
""	Zinger, Nathalie	77998	22.72	Refund cancelled BBTP reservation
6/09/2020 TB Meeting vouchers:			\$505,190.83	Under Resolution #2020-0324

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Initial dg

Date	Payable to Who	Check #	Amount	Description
6/24/2020	Ashland County Treasurer	78008	68.52	Managed Forestd 20%
""	Cadotte, Alice	78009	700.00	July 2020 Rent Police jhousing
""	Cardmember Services (LP)	78010	134.81	MRF Survey, Uberconference, Adobe
""	Cardmember Services (TWE)	78011	341.34	FD Grainger/MSD/Fastenal, city Supply
""	Cardmember Services (WJD)	78012	619.42	Cordless chainsaw, taser batteries, ammo
""	Cardmember Services (PAW)	78013	21.00	Late fee
""	Cardmember Services (BTS)	78019	3,309.16	LinePainter, bags, liners, poop bags
""	Doan Distributing	78020	243.00	Waters x 2, empties
""	DSC Communications	78021	254.50	FD Minito pager repair
""	Erickson, Evan R	78022	253.18	Amazon: 2 work platforms for FD trailer
""	Evan & Evan Landscaping	78023	381.53	L&M purchases, walkway rental/labor
""	Funch, Peter	78024	99.72	Refund BBTP reservation
""	Godfrey & Kahn, S.C.	78025	810.00	Personnel: Police/EMT
""	Island Septic	78026	660.00	BBTP pumpouts 6/11 6/18-6/19
""	Jefferson Fire Safety	78027	181.53	FD Harrington LongHandle Cap
""	L & M Fleet Supply	78028	87.33	Parks bleach, tongue jack
""	LaPointe Community Clinic, Inc.	78029	35.00	Random CDL testing Rds
""	Lulich Implement, Inc.	78030	58.95	Airport TV145 thread sealant
""	Power Plan	78031	217.90	Rds 444 broom parts, TV145 hoses
""	Quill Corporation	78032	80.23	THall office, posits, file folders
""	South Shore Sand & Gravel, inc.	78033	1,842.50	5/19 & 6/2 Solid waste hauling
""	Teisberg, Isabel	78034	80.00	EMT National Registry test fee
""	The Horton Group	78035	2,964.00	ESB Builders Risk Policy
""	U.S. Post Office	78036	220.00	4 rolls 1st class stamps Town Hall
""	Wal-Mart community BRC	78037	90.19	Police COVID-19 spray, squad oil, car wash
""	Waste Management of WI	78038	3,021.80	4 May disposals; 1 SW, 3 Demcons
""	With, Barbara L.	78039	500.00	Public Arts Committee, catalog art/LPC
""	Wren Works, LLC	78040	1,950.00	dock repair PO #2020-19
""	Xcel Energy, inc.	78041	1,235.25	Greenwood Chapel, Cadotte, Electrics
""	Zee Medical Service/Foremax	78042	307.80	MRF 1st aid supplies
6/23/2020 TB Meeting vouchers:			\$20,768.66	Under Resolution #2020-0324

TOTAL JUNE 2020:

\$525,959.49

Processed under R#2020-0324

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

ALTERNATIVE CLAIMS 2020

Date	Payable to Who	Check #	Amount	June 2020 Description
6/3/2020	DSPS	77952	55.00	Electrical registration J Price ESB
6/4/2020	Employer/Deferred Comp	EFT#6067	75.00	Payroll #12 Deferred Employee Contrib
6/4/2020	Oasis Payroll #12		37,697.85	Payroll ending 05/30/2020 taxes & fees
6/4/2020	Dept of Employee Trust Funds	EFT#07-20202	19,295.90	July health insurance
6/17/2020	WI Dept of Revenue	EFT#05-2020	1,209.76	May sales tax
6/18/2020	Oasis Payroll #13		40,132.88	Payroll ending 06/13/2020 taxes & fees
6/18/2020	Employer/Deferred Comp	EFT#6068	75.00	Payroll #13 Deferred Employee Contrib
6/24/2020	Oasis Payroll #13A		1,249.08	Payroll ending 06/13/2020 taxes & fees
6/24/2020	Wisconsin Retirement System	EFT#06-02020	8,805.21	June Retirement & employee contributions
6/24/2020	Standard insurance Company	78038	7,823.75	2020-2021 Renewal Life/Disability insurance

TOTAL JUNE 2020:

\$116,419.43 *oh*

RECEIVED

JUL 2 2020

Initial: *dge*

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

ALTERNATIVE CLAIMS 2020
June 2020

MI Public Library
"MIPL"

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
6/16/2020	Library Board approved vouchers		1,557.97	
6/17/2020	Cardmember Services (LS)	77999	91.59	Library Board approved voucher
" "	Herb Quarterly	78000	19.97	" " " "
" "	Highlights & High Five	78001	72.00	" " " "
" "	Library Journal	78002	157.99	" " " "
" "	MAD Magazine	78003	32.99	" " " "
" "	Madeline Island Ferry Lines	78004	495.50	" " " "
" "	Minnesota Elevator Inc (MEI)	78005	338.55	" " " "
" "	Norvado, Inc.	78006	199.38	" " " "
" "	Town of LaPointe	78007	150.00	" " " "

JUNE 2020 TOTAL:

\$1,557.97

\$0.00

RECEIVED
JUL 2 2020

Initial: dg

TBS Lisa Barb. Micaela
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY JUNE 23, 2020
5:30 PM AT TOWN HALL
Draft Minutes**

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

Staff Present: Ben Schram (via telephone), Lisa Potswald, Ric Gillman, William Defoe, Elected Clerk Micaela Montagne

Called to Order: 5:30pm

I. Public Comment A*: Comments were received from Gary Russell regarding the Town Dock Project and will be discuss during that agenda item.

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated 6/19/2020 placed on file by Unanimous Consent.

III. Public Works

A. Roads

1. County Bridge/ Culvert Aid Policy: discussion included that only real benefit would be for a future project on the small bridge by the marina, but the inspection for that bridge is not until later in the summer. Consensus that the town wouldn't need to participate, though the policy is just in the discussion phase. Motion that the Town of La Pointe does not support the County Bridge/ Culvert Aid Policy at this time, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to include item III. D. 1. in the discussion with item III. A. 2., J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

D. Materials Recovery Facility

1. Wage Increase Request for Joe Abhold: J. Abhold is well qualified and would not take the job for \$20; discussion on offering \$23/ hour instead of \$20 which he was originally hired as. The Board agreed that the process is not ideal. Motion to increase the wage for Joe Abhold from \$20/ hour to \$23/ hour retroactive to 6/10/2020, S. Brenna/ J. Patterson, 4 Ayes, 1 Nay (J. Carlson), Motion Carried.

III. Public Works A. Roads 2. Wage Increase Request for Evan R. Erickson: Motion to increase the wage for Evan R. Erickson from \$20/ hour to \$23/ hour effective 6/23/2020, M. Anderson/ J. Patterson, 5 Ayes, Motion Carried.

B. Parks

1. Contract with Nelson Construction for Shore Stabilization at Joni's Beach: Motion to approve the contract with Nelson Construction not to exceed \$13,910.00, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Airport

1. Industrial Lot Lease Termination: Nick Montano Lot 13
2. Industrial Lot Lease Change: Evan and Kathleen Erickson from Lot 7 to Lot 8
3. Industrial Lot Lease Change: Clayton and Clair Douglas from Lot 8 to Lot 7

Motion to approve the Industrial Lot Lease change/ switch for the Erickson's and the Douglas's as well as termination of Lot 13 Lease with Nick Montano, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Town Dock

1. Dock Project and Payment Discrepancies: the Madeline Island Ferry Line as some questions on certain work that was done by Wren Works, Lisa Potswald has requested supporting documentation, payment will be held until clarified.

F. Greenwood Cemetery

1. Contract with Rick Reichkitzer Construction for Chapel Completion: To complete remaining work with new deadline. Motion to approve the contract with Rick Reichkitzer Construction for work not to exceed \$10,116.29, S. Brenna/ G. Carlson, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Report through June 18, 2020 placed on file by Unanimous Consent.

2. Certified Survey Map: Sean and Shelly Foster Parcel #014-00205-0200 594 Miller Farm Road: A 10-acre lot split into 2 five acre lots, recommended by the Town Plan Commission. Motion to approve the Certified Survey Map, M. Anderson/ J. Carlson,

3. Draft Language to Be Compatible with County Ordinance Related to Certified Survey Maps and the Creation of Out Lots in the S-1, S-2 Zoning District: some out lots have been created by highway H running through a parcel, the Town needs to be consistent with the County. Unanimous Consent to move forward with inserting the updated language.

4. Discussion and Possible Action on Mobile Vendors and Permitting Process: Discussion on what qualifies as a mobile vendor, the differences between town property vs. private property (commercial and non) and different restrictions. Sellers permit will be recommended, if food will need inspections, etc. Decision to have a workshop on the matter with the Town Plan Commission sometime in the next few weeks.

B. Zoning Board of Appeals

1. Appointment of Two Members for Terms Ending June 30, 2023: Motion to appoint Tom Nelson and Rick Reichkitzer for three-year terms, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Accounting Administrator's Report: Will have to find a new audit firm after this year, and departments are working on making sure all values are current with the insurance company. Motion to place the report on file, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

B. Budget Summary Comparison Report: Motion to approve the report dated 6/9/2020, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

C. Grant Updates: None.

D. Resolution #2020-0324 Proclamation of a Health Emergency Discussion: an extension will be on the next agenda.

E. Open Liquid Petroleum/ Propane Proposals: two proposals received: 1. Midland Services for \$1.59/ gallon plus ferry fees. 2. La Pointe Gas for \$1.56/ gallon. A contract with La Pointe Gas will be on the next agenda.

F. WI Elections Commission CARES Subgrant Program Agreement: Motion to approve and authorize the Town Administrator to sign and submit, J. Patterson/ M. Anderson, 5 Ayes, Motion Carried.

G. Possible Federal Grant Application: Composting Project: Draft letter to support a regional grant applied for by Ashland. Motion to authorize Jim Patterson to sign the letter, G. Carlson/ S. Brenna, 5 yes, Motion Carried.

H. Amendment to Grant Policy and Procedures: Amendment to include that the Town Administrator approve grant applications and grant awards for up to \$5,000 (including any matching funds) without going to the Town Board for approval. Motion to approve the amendment to the Grant Policy and Procedures, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

I. Attachment "B" to 2020 Compensation Resolution #2019-1230: because of changes to wages made during this meeting, this is moot, and a new Attachment B will be drafted for the next meeting.

J. Schedule Meeting with MRF Work Group: any day after 4:30pm during the first two weeks in July, will be scheduled after conferring with the MRF Work Group.

K. Reschedule the First Regular Town Board Meeting in August: the first meeting is scheduled on the same day as an election. Motion to move the first meeting in August to Wednesday August 12, 2020 at 5:30pm, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

L. Resolution #2020-0623: Impartial Hearing Officer: Motion to approve Resolution #2020-0623 Appointing Philip Sorensen as the Impartial Hearing Officer, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

M. Contract with Philip Sorensen as Impartial Hearing Officer: Motion to approve the contract and have the Town Chair sign it, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

N. Vacation Extension Request for Barb Nelson: Motion to approve the extension of 151.5 hours of vacation for Barb Nelson, J. Patterson/ G. Carlson. Further discussion on the option of paying out some of the hours. Motion by Glenn Carlson to pay out half of unused vacation and extend the remaining time to June 30, 2021, second by Sue Brenna, 5 Ayes, Motion Carried.

O. Vacation Extension Request for Lisa Potswald: Motion to approve extending forty hours of vacation for Lisa Potswald until 12/31/2020, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

P. Procedures for Purchase Orders: discussion on how there have been purchase orders filled out incorrectly or incomplete, and one for the Fire Department was filled out by Lisa with the work already done. The Town Board agreed to have Lisa send an email to Department Heads on the need to follow procedures, and the purchase orders may not get signed by the Town Board if they are not done properly.

Q. Hiring Process/Timeline for Town Administrator: Lisa has received two proposals for companies to assist in head hunting. Will be on the next agenda for how to proceed.

VI. Minutes

A. Regular Town Board Meeting June 9, 2020: Motion to approve minutes as submitted, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Emergency Services

A. Ambulance Director's Report: The Board thanked John Carlson for his many years of service. Report prepared by Cindy Dalzell for June 2020 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building: the site is being prepped, the color scheme was chosen, charcoal grey exterior, steel colored roof, while overhead doors, and red service doors. Hopefully the building will come in September.

VIII. Police Department

1. Officers Working as EMTs: There will be no pay increase for officers, and they will just join the EMT roster when they are available. Motion to rescind the \$1/ hour increase (for 30 days made on 5/26/20), J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

IX. Library

A. Library Board Minutes: May 20, 2020, May 27, 2020, June 5, 2020: Minutes placed on file by Unanimous Consent.

B. Appoint Two Library Board Members for Terms Ending 6/30/2023: Motion to appoint Marilyn Hartig and Cynthia Mueller to the Library Board for terms ending 6/30/2023, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

X. Public Comment B:** Glenn Carlson mentioned having the MRF survey comments organized by topic on the website.

XI. Lawsuits & Legal Issues

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

XII. Liquor & Operators' Licenses

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

1. L & D Trading Post/ Lori's Store, Lori Hinrichsen Agent

Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. "Class A" Liquor License

1. Farmhouse Madeline Island, Lauren Schuppe Agent

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

C. "Class B" Liquor License

1. Beach Club/ Bell Street Restaurant's Inc, Joseph Wiltz, Agent

2. Bell Street Tavern/ Bell Street Global, Joseph Wiltz Agent

3. On the Edge Inc./ Café Seiche, Chris Wolfe Agent

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

D. Reserve "Class B" Liquor License

1. Middle Road Literary/ Arts Society Inc./ Leona's aka Tom's Burned Down Café, Kirsten Pedersen Agent

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

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

1. Beach Club/ Bell Street Restaurant's Inc, Joseph Wiltz, Agent

2. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent (6 Month)

3. Bell Street Tavern/ Bell Street Global, Joseph Wiltz Agent

4. Farmhouse Madeline Island, Lauren Schuppe Agent

5. Frankie's Inc./ Grampa Tony's, Susan Flores, Agent

6. Middle Road Literary/ Arts Society Inc./ Leona's aka Tom's Burned Down Café, Kirsten Pedersen Agent

7. On the Edge Inc./ Café Seiche, Chris Wolfe
8. Rock House Food Truck, Elena Bangeeva Erickson

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

F. "Class C" Wine License

1. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent (6 Month)
2. Farmhouse Madeline Island, Lauren Schuppe Agent
3. Frankie's Inc./ Grampa Tony's, Susan Flores, Agent

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

G. Cigarette and Tobacco License

1. Beach Club/ Bell Street Restaurant's Inc.
2. L & D Trading Post/ Lori's Store
3. Middle Road Literary/ Arts Society Inc./ Leona's aka Tom's Burned Down Café

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

H. Non-intoxicating Beverage License

1. Beach Club/ Bell Street Restaurant's Inc
2. Bell St. Gallery Art Bar/ McHugh Images Ltd
3. Bell Street Tavern/ Bell Street Global
4. Farmhouse Madeline Island
5. Frankie's Inc./ Grampa Tony's
6. L & D Trading Post/ Lori's Store
7. Madeline Island Yacht Club
8. McPearson's/ Quinn & Zayda's
9. Middle Road Literary/ Arts Society Inc./ Leona's aka Tom's Burned Down Café
10. Motion to Go/ Nervous Squirrel Ltd
11. On the Edge Inc./ Café Seiche
12. Rock House Food Truck
13. Three Labs Up North LLC, Dockside Gifts

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

I. Operator's Licenses

1. Madeline Brown
2. Nora Taylor
3. Mazie Ashe

Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: Town Administrator hiring process, extend date of resolution proclamation of health emergency, wage resolution, meeting with MRF work group, meeting with TPC for mobile vendors, Special meeting on Monday 6/29/20 to approve a bond resolution for the ESB loan, and the request for Black Lives Matter to be painted on Bell Street.

XIV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:37pm.

Submitted by Micaela Montagne, Town Clerk.

056-2020-0001

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
MONDAY JUNE 29, 2020
5:30pm AT TOWN HALL
Draft Minutes**

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

Staff Present: Lisa Potswald, Elected Treasurer Carol Neubauer, Elected Clerk Micaela Montagne

Called to Order: 5:30pm

1. Public Comment*: None.
2. Resolution #2020-0629: Resolution Providing for the Issuance, Sale and Delivery of \$1,389,000 General Obligation Promissory Note, Series 2020 of the Town of La Pointe, Wisconsin; Establishing the Terms and Conditions Therefor; Directing Their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof:

Carol Neubauer went over the process for this loan, as many aspects are different: it is a construction loan for a public use building (Emergency Services Building), a ten year loan with payments amortized over 20 years, so there will be a balloon to be paid or refinanced after ten years. All expenses will be tracked, all funds to be drawn by April 30, 2021. Motion to approve Resolution #2020-0629; Resolution Providing for the Issuance, Sale and Delivery of \$1,389,000 General Obligation Promissory Note, Series 2020 of the Town of La Pointe, Wisconsin; Establishing the Terms and Conditions Therefor; Directing Their Execution and Delivery; Creating a Debt Service Account Therefor; and Awarding the Sale Thereof, and authorize the Town Chair and Clerk to sign, M. Anderson/ J. Carlson, all 5 Ayes, Motion Carried.

3. Discussion of Personnel Matters

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

Motion to go into closed session as posted, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

Motion to return to open session, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

4. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:32pm.

Submitted by Micaela Montagne, Town Clerk.



(5) TB, Lisa, Barb, Micaula, Bill, Public

LA POINTE POLICE DEPARTMENT

MADELINE ISLAND
270 MAIN STREET
LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913
FAX: (715) 747-3096
laptpd@cheqnet.net

To: Town Board
From: William Defoe
Date: 7/10/2020
Re: Monthly Police Report for July 2020

During the month of June 2020, the La Pointe Police responded to the following:

- 129 Incidents/Complaints (calls for service)
- 39 Citizen Assists
- 0 Vehicle Registration assists
- 2 Accidents
- 3 Civil Process
- 1 False Alarm
- 2 Call out
- 5 Animal Calls
- 1 Parking Citations

Call numbers are going up but are nowhere near where they were a year ago, we are attributing this to less tourists and the fact the bars are not open fully. As a result, all of our late night calls for service have gone down. We are continuing with a reduced staff schedule for now, if things ramp up, we will ramp up as well. At this time, I do not anticipate having to add extra officers to the weekends as most if not all major events have been cancelled.

From June 22 to July 5, the police department participated in the program Click it or Ticket, during this time 10 citations for seatbelt use were issued as well as other violations. Participation in this program puts the police department in a drawing for \$4,000 equipment grant. We can only hope at this time.

On June 7th, officers escorted a peaceful group of protesters through town. The event was very peaceful, and there were no incidents from this protest.

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

RECEIVED

JUL 13 2020

Initial: dg

wendel

#001

Wendel
 Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street
 Eau Claire, Wisconsin 54703
 Phone: (715) 832-4848
 Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station

Subcontract Change Order #001: CE #002 - Berghammer's Builders Risk Insurance Credit

CONTRACT COMPANY:	Berghammer Builders, Inc. 5702 W. Clayton Avenue PO Box 152 Clayton, Wisconsin 54004	CONTRACT FOR:	SC-002:GC02- Berghammer Builders- General Contracting
DATE CREATED:	8/23/2020	CREATED BY:	Kaitlyn Heschke (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	06/23/2020
REFERENCE:		CHANGE REASON:	Owner Request
SCHEDULE IMPACT:		TOTAL AMOUNT:	(\$3,375.00)

DESCRIPTION:**CE #002 - Berghammer's Builders Risk Insurance Credit**

Contractor to provide credit for the full amount of the Builder's Risk Insurance Policy. The credit shall be based on the full value of your work including the alternate for the Fire Protection System. The Owner has decided to carry the Builder's Risk Policy themselves.

ATTACHMENTS:**CHANGE ORDER LINE ITEMS:****CCO #001**

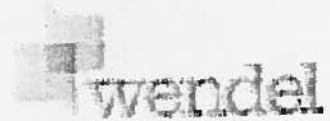
#	Cost Code	Description	Type	Amount
1		Builders Risk Insurance Credit		(\$3,375.00)
Subtotal:				(\$3,375.00)
Grand Total:				(\$3,375.00)

The original (Contract Sum)	\$ 1,428,612.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 1,428,612.00
The contract sum will be decreased by this Change Order in the amount of	(\$3,375.00)
The new contract sum including this Change Order will be	\$ 1,425,237.00
The contract time will not be changed by this Change Order	

RECEIVED

JUL 3 2020

Initial: dg From Micaela



#001

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

Wendel Companies 375 Essjay
Road Suite 200 Williamsville, NY
14221

Berghammer Builders, Inc.
702 W. Clayton Avenue PO Box 152
Clayton Wisconsin 54004

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE