

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

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: July 24, 2020

DATES OF REPORT: July 11, 2020 through July 24, 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

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Initial: dg

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

- Town Administrator Consultation Contract. The contract with Public Administration Associates (PAA) is on the agenda for your consideration. Once PAA has received the fully executed contract, they will send information regarding the process and next steps.
- 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. I also met with Public Works and MRF staff at least two times to discuss the draft plan with them.
- Black Lives Matter Request. Please see separate memo.
- Priorities for Town Administrator. Please see separate memo.
- Town Property Auction. Please see separate advertisement. I have now filled in the dates – the auction bids will be opened on 9/8/17 at the Town Board meeting.
- Face Covering Policy for Town Employees/Volunteers. The Town can legally require employees and volunteers to wear face masks. Please consider approving the Face Covering Policy as a condition of employment with the Town.
- Ordinance 2020-01: Face Covering requirement During the COVID-19 Pandemic. You have received a copy of this document along with an email from the Town's attorney regarding additional language. Further, I recommend
  - that the Town Board consider how to advertise the ordinance to tourists (should the Town rent a flashing sign trailer to put at the pergola?)
  - that the police department take an educational approach with the public, possibly passing out masks.

- Plan for COVID-19 Response for Emergency Services Volunteers. See separate draft plan.

#### **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**

- I have completed the majority of performance evaluations, with one remaining. I also review all performance evaluations done by Department Heads to ensure that the process is being taken seriously and that discussions occur.
- Board Chair Jim Patterson conducted my performance evaluation on Tuesday 7/21.
- ESB construction is attempting to stay on schedule – weather is not cooperating. Signage is being put up to advertise what companies are working on the project. The building is scheduled to be delivered on August 24 and erected on August 31. It should be closed up by October for winter work. Woo Hoo!!!

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

TO: Town Board  
FROM: Lisa Potswald  
RE: Proposed Mural on Bell Street Surface  
DATE: July 20, 2020

Sgt. Rossberger did research in Bill's absence regarding Steve McHugh's request to place a mural on the Bell Street surface. His research included lawsuits and what laws would cover this action if the Town said no and the person requesting to create the art on Bell Street went ahead and did the action anyway without Town Board permission.

I. WI Stats that applies: **943.017 Graffiti.**

*(1) Whoever intentionally marks, draws or writes with paint, ink or another substance on or intentionally etches into the physical property of another without the other person's consent is guilty of a Class A misdemeanor.*

*(2) Any person violating sub. (1) under any of the following circumstances is guilty of a Class I felony:*

*(a) The property under sub. (1) is a vehicle or a highway, as defined in s. 943.01 (2) (a) 1., and the marking, drawing, writing or etching is of a kind which is likely to cause injury to a person or further property damage.*

*(b) The property under sub. (1) belongs to a public utility or common carrier and the marking, drawing, writing or etching is of a kind which is likely to impair the services of the public utility or common carrier.*

*(c) The property under sub. (1) belongs to a person who is or was a grand or petit juror and the marking, drawing, writing or etching was caused by reason of any verdict or indictment assented to by the owner.*

*(d) If the total property affected in violation of sub. (1) is reduced in value by more than \$2,500. For the purposes of this paragraph, property is reduced in value by the amount which it would cost to repair or replace it or to remove the marking, drawing, writing or etching, whichever is less.*

*(e) The property affected is on state-owned land and is listed on the registry under s. 943.01.*

*(2m)*

*(a) In this subsection:*

*1. "Family member" means a spouse, child, stepchild, foster child, parent, sibling, or grandchild.*

*2. "Witness" has the meaning given in s. 940.41 (3).*

*(b) Whoever does any of the following is guilty of a Class I felony:*

*1. Intentionally marks, draws or writes with paint, ink or another substance on or intentionally etches into, or threatens to mark, draw or write on or etch into, any physical property owned by a person who is or was a witness by reason of the owner having attended or testified as a witness and without the owner's consent.*

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**2. Intentionally marks, draws or writes with paint, ink or another substance on or intentionally etches into, or threatens to mark, draw or write on or etch into, any physical property owned by a family member of a witness or by a person sharing a common domicile with a witness by reason of the witness having attended or testified as a witness and without the owner's consent.**

**(3)**

**(a) In addition to any other penalties that may apply to a crime under this section, the court may require that a convicted defendant perform 100 hours of community service work for an individual, a public agency or a nonprofit charitable organization. The court may order community service work that is designed to show the defendant the impact of his or her wrongdoing. The court shall allow the victim to make suggestions regarding appropriate community service work. If the court orders community service work, the court shall ensure that the defendant receives a written statement of the community service order and that the community service order is monitored.**

**(b) Any individual, organization or agency acting in good faith to whom or to which a defendant is assigned pursuant to an order under this subsection has immunity from any civil liability in excess of \$25,000 for acts or omissions by or impacting on the defendant.**

**(c) This subsection applies whether the court imposes a sentence or places the defendant on probation.**

**(d) If the defendant is not placed on probation and the court orders community service work, the court shall specify in its order under this subsection the method of monitoring the defendant's compliance with this subsection and the deadline for completing the work that is ordered. The court shall inform the defendant of the potential penalties for noncompliance that would apply under s. 973.07.**

**(4) If more than one item of property is marked, drawn or written upon or etched into under a single intent and design, the markings, drawings or writings on or etchings into all of the property may be prosecuted as a single crime.**

**(5) In any case under this section involving more than one act of marking, drawing, writing or etching but prosecuted as a single crime, it is sufficient to allege generally that unlawful marking, drawing or writing on or etching into property was committed between certain dates. At the trial, evidence may be given of any such unlawful marking, drawing, writing or etching that was committed on or between the dates alleged.**

**II. The Town Board should consider the precedent any action allowing this activity to occur will set, and possible problems arising from the decision. If one person who has a message the Board agrees with wants to paint a mural on the Town Street, how will the Town Board deal with someone who wants to paint a mural with a message that the Town Board does not agree with or finds offensive?**

**III. Can the Town guarantee that the paint used that will ultimately wash into Lake Superior is safe, and will the Town receive any complaints regarding this activity?**

**Please let me know if you want further research done on this matter.**

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

TO: Town Board

FROM: Lisa Potswald

RE: MRF Recommendations

DATE: July 23, 2020

#### BACKGROUND

The MRF Work Group completed its assignment and presented their results to the Town Board on Thursday, July 8, 2020. The Town Board voted to direct Town Administration to prepare recommendations based on that report and other information.

To accomplish this directive, I asked Barb to go through both the MRF Work Group and Tetra Tech reports and provide me with her thoughts. I met in separate meetings with Public Works staff Ben Schram, Pete Wiggins and Evan Erickson on Friday, July 10, 2020, with MRF Supervisor Ted Pallas on Monday, July 13 and with Public Works (Ben, Evan, and Pete) and MRF staff (Ted and Joe (Marty could not attend)) on July 21 to gather their impressions of and recommendations regarding the MRF report. Staff present at the meeting were interested in the suggested changes and had additional operational ideas, except for Ted.

#### ADDITIONAL INFORMATION FOR CONSIDERATION

Question asked by a Town Board member and staff:

- Will Ted no longer be a department head/what will change? Ted is not a department head; he is a supervisor (see attached job description). When the MRF was previously transferred out of Public Works, nothing else changed other than Ted now reports to the Town Administrator (job description says Town Board, so by assignment of the Town Board to the Town Administrator – job description is from 2009). No salaries, work responsibilities or job benefits will change. The only thing that will change at this point should the Town Board adopt this plan is that the job description “Immediate Supervisor” will be changed from “Town Board” to “Public Works Director”. Other parts of the MRF Supervisor job may change as decisions are made regarding future changes to the MRF operation.

Selected information based on survey results, state law, Tetra Tech report, and MRF Work Group report:

- 92% of survey responders support policies that lead to improved waste reduction and reuse.
- 90% of survey respondents support public policies that lead to an improved recycling program.
- There should be an overall “reduce, reuse, recycle” education program on Madeline Island (MRF Work Group report, page 8).
- NR 544.04 (1) “requires a public information and education program to address recycling of materials”.
- 68% of survey respondents indicated they were “willing” or “very willing” to pay for the full cost of waste disposal.
- The MRF Work Group report states: “Users of the MRF have no reason to believe that disposing of recyclables is costly, because (currently) they pay no fees to do so” page 44.
- “The transfer facility and operations must conform with general requirements specified in NR502.07 which includes maintaining a clean and nuisance-free site, removing or emptying containers on a

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minimum of a weekly basis, and providing adequate and appropriate labeled containers as well as reasonable access to the site". Tetra Tech report, page 3.

- "At present, there is not a plan for efficient handling of these sub-categories (hazardous materials, bulky items), or for minimizing accumulation" MRF Work Group Report, page 52.
- "We notice that the MRF operations are on a scale such that it seems very likely to us that achieving efficiencies will require consideration together with other Town operations (esp. Public Works)". MRF Work Group report, page 57.
- "The MRF survey results had 73 suggestions recommending operational changes at the MRF (MRF Work Group report, page 58), including "messiness", "poor set-up", "negative user/customer experience" and "how fees are collected". The report further states "These areas all call out for attention. We believe they will require competencies that are not currently at the MRF".
- "The MRF operations must meet the annual total tonnage Standard for Collection of Recyclables, recycle or transport at least 75% of the volume of recyclables from the facility within 12 months of receipt, operate the facility in a nuisance-free and environmentally sound manner, and conform with all other record keeping, storage, and public involvement requirements of NR 544." Tetra Tech report, page 2.

The Town has spent money on an operational analysis of the MRF in 2019; few if any changes in operations were instituted as a result of that analysis. The Town Board appointed community members to a MRF Work Group in 2019 to analyze and make additional recommendations regarding operations at the MRF. Community members were brought into this analysis through the use of a community survey with an almost 70% response rate.

**In order to guarantee that the necessary operational changes are made to increase efficiency of the MRF operation, I recommend the following:**

1. That the MRF be moved back under Public Works, with the MRF Supervisor reporting to the Public Works Director effective 7/28/20. The Town Board should make a motion to that effect.
2. That the Town Board express support for moving forward with the attached draft operational plan, with the understanding that more research needs to be done on each priority, and that any policy/fee additions/changes will be brought to the Town Board for consideration. I ask that the Town Board make a motion to support this draft plan.

Attached:      Draft Operational Plan  
                    MRF Supervisor Job Description  
                    NR 544.04 - Recycling Program

**DRAFT MRF OPERATION PLAN 7/24/2020**

PRIORITY	ACTION STEP	REASONS FOR SUPPORTING RECOMMENDATION	IMPLEMENT DATE
1	Move MRF under Public Works	<ul style="list-style-type: none"> <li>• With Carey’s death we learned the importance of redundancy and having more than one person know operations in any department. Having the MRF under Public Works allows involvement of additional staff in operations.</li> <li>• We are fortunate to have current Public Works staff with various knowledge and skills, including machine/equipment repair and budgeting/accounting. These skills and knowledge could contribute greatly to the current MRF operation.</li> <li>• The MRF is often underutilized in low months – the Work Group report recommends adjusting operating levels to create more efficiency. The open schedule could be modified at those times and MRF staff could be redeployed to work on other Public Works projects as scheduled.</li> <li>• The Town needs to be assured that changes in the waste management market are being monitored and operations adjusted accordingly. Operations can no longer remain the same – we must plan for the future and remain nimble to operate most efficiently.</li> <li>• As previously discussed, under the current self-hauling the Town staff could haul MRF solid waste one way and return with, for example, gravel. It is estimated that we could haul 1,000 yards over one year to increase the stockpile.</li> <li>• The “Beast” could also be equipped to water roads without excessive cost.</li> <li>• Public Works is responsible for maintenance of all Town building and property. The Town could consider installation of a furnace in a Town building that heats off of used oil.</li> </ul>	7/28/20
2	Redo Time sheets	The Work Group report recommends finding ways to identify the actual costs associated with each category of waste. Barb suggests that time sheets could be reconfigured to collect this information.	9/1/20
3	Change or eliminate punch cards	Barb notes that the punch cards currently offer a 20% discount. The discount could either be reduced or eliminated. Revenues of \$80,000 in a given year would increase to \$100,000 if the cards were done away with. This provides a quick infusion of cash to support the cost of changes in operations if everyone pays fees. Or “fees” for property owners could be included in the taxes, and non-residents are fee-based as one option. The Town could look at other ways of collecting fees through technology such as MIFL uses or the phone “square”.	9/1/20
4	No more MRF	The state requires that residents have access to recycling, but the segregating, baling and selling of recyclables is the role of a MRF –	10/1/20

		the Town is not required to be a MRF. Corrugated cardboard and aluminum are the only moneymakers. There is no reason to stockpile, plus it does not meet the RU requirements.	
5	Adjust fee schedule	A revised fee schedule with increased fees (especially for bulky items and special items) is recommended to help offset costs. Possible elimination altogether of bulky items like tires and furniture, or at least limited to residential only.	10/1/20
6	Facility layout and current operations	The site should be simplified redesign of the site as a drop off facility with clearly labeled containers for Solid Waste, single stream recyclables, scrap metal, appliances and other accepted materials. Elimination of processing materials would allow for a reduction in labor and therefore staff. The Town should hold an annual Clean Sweep to clean out materials stored at the MRF and charge community members for disposal. The road through the MRF could be improved for better traffic flow. Nothing should be stored on the ground, and staff should handle as little as possible – the facility should be set up so the person coming to the MRF takes care of all of what they bring themselves.	Ongoing
7	Public education campaign	This is recommended to inform the residents and tourists about the logistical and financial requirements to recycle and dispose of waste generated on Madeline Island. This is probably best developed/implemented through a contract.	5/1/21
8	Financial analysis	This may include, but not limited to, <ul style="list-style-type: none"> <li>• Changing to a single stream recycling</li> <li>• Outsourcing transportation of materials through a private hauler</li> <li>• Return on investment for the purchase of a new truck for self-hauling</li> <li>• Town to haul single sorted recyclables</li> <li>• Determine feasibility of a Town owned Construction &amp; Demolition (C&amp;D) site</li> </ul>	6/1/21
9	Composting	We are fortunate to have experts on the Island, and a community project already in place. We should find out about the federal grant before the end of 2020. Considerations for such an operation include – where to locate it, how to operate it, how to animal-proof it, is the resulting composted soil free or does the Town sell it, etc.	2021
10	Exchange	The Work Group recommends Town support for and operation of an expanded Exchange to include construction materials. Policy issues include, should taxpayers continue to support an operation	2021



		<p>like this with no revenue and only expenses? Should there be some charge, and if so, what would the Town need to do to operate a "store"? There would need to be up front and ongoing investment in location, staffing, disposal, etc. It is a great resource – the question remains, should the Town be the operator? Or could the Town lease property on the MRF site to a private business to operate the Exchange?</p>	
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**NOTE:**

- Please be aware that each of these actions requires operation-level planning and implementation, which is contingent upon staff time available to do the research and implement.
- After staff conduct further analysis on each of the actions, policy issues will have to come to the Town Board for decision.

**ITEMS/ISSUES CONSIDERED BY THE WORK GROUP STILL ON THE TABLE:**

- **Junk cars** – this issue, while of concern to most residents, is not a MRF issue unless the Town Board wants to make it so. The Town Plan Commission intends to hold a public meeting on "junk"-related issues when COVID-19 becomes less of an issue.

## **JOB DESCRIPTION**

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# **MATERIALS RECOVERY FACILITY SUPERVISOR**

*Approved by the Town Board March 10, 2004, amended Sept 8, 2009*

**Immediate Supervisor:**

**Town Board**

**Classification:**

**Full Time**

### **I. DUTIES:**

#### **A. PLANNING**

1. Prepare preliminary proposals, plans and designs for various projects and ideas to insure a cost effective and smooth running operation at the Materials Recovery Facility (MRF).
2. Prepare and submit an annual budget proposal to the Town Board.

#### **B. SUPERVISION**

1. Prepare weekly work schedules.
2. Supervise MRF attendant(s) and work with any Town employee assigned to the MRF in the preparation of recyclables and general cleanup of grounds or MRF buildings. Provide daily review of work to be done by MRF employees and insure that the work is performed correctly and in the most efficient manner.
3. Insure compliance of Town employee policy regarding behavior and attendance as outlined in MRF employee job description and detailed in the Town of La Pointe Employee Personnel Policy Manual.
4. Assume responsibility for safe working conditions and insure that all equipment is in safe and efficient working order. Routine maintenance shall be performed and documented on all equipment.
5. Supervise operations so workers perform tasks in a manner that does not endanger the health and safety of themselves, their co-workers or the general public. In the event of accident or injury, follow appropriate accident procedures and document incident. Notify Town Board or Town Hall staff immediately of any accident at the MRF.

#### **C. ADMINISTRATION**

*MRF Supervisor  
March 10, 2004, September 8, 2009  
Page 1 of 3 Pages*

1. **Maintain records of MRF expenses and income for budget comparisons,**
2. **Maintain a daily log of activities and tasks performed by self and other MRF employees. This shall include but is not limited to records of:**
  - Receipts for garbage and construction materials.**
  - Amount and type of recyclables baled.**
  - Maintenance performed on equipment and/or buildings.**
  - Pick-up and delivery of containers and their contents.**
  - Receipts for recyclables sold and their destination.**
3. **Cooperate with the Town Board to insure successful grant administration.**
4. **Responsible for regular maintenance schedule for MRF equipment and buildings. (Also provide for snow removal to insure that exits are clear and equipment is not impeded.)**
5. **Oversee education program as per NR 544.04 (keeping the public informed of procedures at the MRF, new laws and clean sweeps through Gazette articles, brochures, and mailings if necessary):**
6. **Keep the Island Exchange organized and running with special attention to any specific grant requirements.**
7. **Provide Town Board with a written monthly report by the 1<sup>st</sup> Regular Town Board meeting of each month and attend Town Board meetings when requested.**
8. **Record and deposit receipts with Town Treasurer on a regularly scheduled basis.**
9. **Participate in on-going education pertinent to the MRF supervisor position.**
10. **Coordinate and document container pick-ups to insure smooth operation of the MRF.**
11. **To insure proper operation of the MRF, it is imperative that the MRF Supervisor keep meticulous records and the MRF facility and site be kept clean. (This means the compactor area, the dem/con container area, the Iron container area, the oil recycling area, the Exchange Building, the MRF building, and the surrounding woods).**

## **II. QUALIFICATIONS**

- A. **Ability to follow oral and written instructions.**

- B. Experience and ability to operate equipment used at the MRF including compactors, balers, glass crushers, bobcats and assorted hand tools.**
- C. Ability to communicate effectively with the public and provide a congenial atmosphere at the MRF.**
- D. Ability to perform moderate to heavy physical tasks under varying working conditions.**
- E. Ability to analyze work situations and direct employees effectively.**

**This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete, from any section of this document as it deems, in its judgment, to be proper.**

**I have read and do understand the duties and responsibilities for the position of the Materials Recovery Facility Supervisor for the Town of La Pointe.**

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**Employee Signature**

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**Date**

**NR 544.04 Required components of an effective recycling program.** The effective recycling program of a responsible unit shall include all of the following components:

(1) A public information and education program to address recycling of materials specified in s. 287.07 (1m) to (4), Stats., and waste reduction and reuse efforts at single family and 2 to 4 unit residences, multiple-family dwellings and non-residential facilities and properties. It shall include program start up and regular distribution of current program information, and consumer and youth education.

Note: Major appliances must be managed in compliance with ss. 285.59 and 287.07 (1m), Stats., and ch. NR 488.

- (2) An ordinance that contains the provisions specified in s. NR 544.06.
- (3) A system which meets the provisions of s. NR 544.05 for collecting from single family and 2 to 4 unit residences the materials specified in s. 287.07 (3) and (4), Stats.
- (4) A system for single family and 2 to 4 unit residences which meets the provisions of s. NR 544.05 for processing and marketing of the recyclable materials specified in s. 287.07 (3) and (4), Stats., which have been separated for recycling or recovered from solid waste in as pure a form as is technically feasible.
- (5) Equipment and staff to implement the recycling program serving single family and 2 to 4 unit residences which may include contracting for services, staff, supplies and equipment from vendors.
- (7) A requirement that owners of multiple family dwellings and non-residential facilities and properties or their designated agents provide for the recycling at their facilities and properties of materials specified in s. 287.07 (3) and (4), Stats.
- (8) A prohibition against disposing of in a solid waste facility or burning in a solid waste treatment facility the materials specified in s. 287.07 (3) and (4), Stats., which have been separated for recycling.
- (9) A means of adequately enforcing the requirements of the effective recycling program.
- (9g) Beginning August 1, 2006, a compliance assurance plan describing the procedure the responsible unit will follow to address at a minimum one act of non-compliance with recycling requirements specified in its recycling ordinance which is commonly encountered by the responsible unit.
- (9r) Submittal of an annual program report that meets the requirements specified in s. NR 544.10.
- (10) Provisions for the management of the postconsumer waste that is generated within the responsible unit and that is not separated or recovered for recycling in a manner consistent with the highest feasible solid waste management priority under s. 287.05 (12), Stats.
- (11) A reasonable effort to reduce to the maximum extent feasible, the amount, by weight, of each material specified in s. 287.07 (3) and (4), Stats., that is generated as solid waste within the region and disposed of in a solid waste disposal facility or converted into fuel or burned without energy recovery in a solid waste treatment facility.

History: Cr. Register, September, 1993, No. 453, eff. 10-1-93; CR 04-113: am. (intro.), (1), (7) and (10), r. (6), cr. (9g) and (9r) Register June 2005 No. 594, eff. 7-1-05.

**NR 544.05 Collection and processing systems.**

(1) COLLECTION SYSTEMS.

(a) *General requirements.* Except as provided in sub. (3), systems for collecting the materials specified in s. 287.07 (3) and (4), Stats., from single family and 2 to 4 unit residences shall meet the following requirements:

1. Separate the materials from other solid waste prior to collection and maintain that separation during the collection process.
2. Prohibit the compaction of glass containers with newspaper or with municipal solid waste during collection.
3. Maintain the materials collected in marketable condition.
4. Meet the total collection standard in Table 1, except that a multiple-municipality responsible unit with a membership of rural and other municipalities may meet a prorated standard for each material by the entire responsible unit.

(b) *Collection systems in urban municipalities.* A municipality with a population of 5,000 or greater with an aggregate population density of at least 70 persons per square mile shall provide, contract for provision of, or otherwise provide for, a system for collection of the materials specified in s. 287.07 (3) and (4), Stats., from each single family residence and 2 to 4 unit residence. The collection system shall meet the requirements of either subd. 1, or 2.

1.

- a. Curbside collection at least monthly of newspaper, glass containers, aluminum containers, steel containers, PETE plastic containers, HDPE plastic containers, and either corrugated paper and other container board, or magazines.
  - b. Curbside or drop-off collection of bi-metal containers; PVC plastic containers, LDPE plastic containers, PP plastic containers, polystyrene plastic containers, foam polystyrene packaging, waste tires, and corrugated paper and other container board, or magazines not collected under subd. 1. a.
2. A drop-off collection system that is utilized by at least 80% of the single family and 2 to 4 unit residences in the municipality as documented by drop-off site monitoring records.
3. Each municipality that utilizes a drop-off collection system shall ensure that the size of the collection facility and hours of operation are adequate to meet the needs of the residents to recycle the materials specified. The site shall be open at least 2 days each month for a minimum of 5 hours each day, unless demonstrated by the municipality that fewer hours adequately meet the needs of the residents.

(c) *Collection systems in rural municipalities.* A municipality with a population under 5,000 or an aggregate population density of less than 70 persons per square mile, shall provide to each single family and 2 to 4 unit residence either curbside or drop-off collection service or a combination for the materials specified in s. 287.07 (3) and (4), Stats. A municipality which provides drop-off collection service shall ensure that the size of the facility and its hours of operation are adequate to meet the needs of single family and 2 to 4 unit residences to recycle the materials specified. The site shall be open at least 2 days each month for a minimum of 5 hours each day, unless demonstrated by the municipality that fewer hours adequately meet the needs of the residents.

**(2) PROCESSING SYSTEMS.**

- (a) Processing systems utilized as part of an effective recycling program shall produce materials or products of marketable quality.
- (b) Except as provided in sub. (3), a responsible unit shall use as part of its effective recycling program one or more materials recovery facilities that are self-certified under s. NR 544.16.

**(3) ALTERNATIVE COLLECTION AND PROCESSING SYSTEMS.**

- (a) A responsible unit may apply to the department under s. NR 544.08 (3) for approval of an alternative collection system that does not comply with the requirements under sub. (1) (a) 1, and 2, and either par. (b) or (c).
- (b) A responsible unit may apply to the department under ss. NR 502.08 and 544.08 (3) for approval of an alternative processing system that does not comply with the requirements under sub. (2) (b).

Note: Examples of alternative processing and collection systems which may be approved under this paragraph include, but are not limited to, mixed waste processing and co-collection systems.

- (c) Single stream collection systems that use a materials recovery facility that is self-certified under s. NR 544.16 shall qualify as acceptable collection systems under this subsection and do not require approval for alternative collection systems.

**NR 544.16 Materials recovery facilities used as part of an effective recycling program.**

- (1) **GENERAL REQUIREMENTS.** The owner or operator of a materials recovery facility that serves as a component of a responsible unit's effective recycling program shall do all of the following:
  - (a) Operate and maintain the facility in a nuisance-free and environmentally sound manner.

(b) Maintain records to verify that not less than 75% of the volume of recyclable materials accepted were recycled or transported from the facility within 12 months of receipt at the facility, unless otherwise approved by the department.

(c) Maintain recyclable materials in marketable condition.

**(2) SELF-CERTIFICATION REQUIRED.**

(a) Unless exempt under par. (b), the owner or operator of a materials recovery facility that serves as a component of a responsible unit's effective recycling program shall certify to the department that it meets the requirements of subs. (3) to (8).

(b) Single commodity materials recovery facilities are exempted from the self-certification requirements unless the department determines that self-certification is necessary to ensure compliance with the requirements in sub. (1). A self-certification determination shall be effective for a period of one year.

**(3) SELF-CERTIFICATION OF OPERATION.**

(a) The owner or operator of a materials recovery facility shall submit a self-certification for operation prior to first accepting recyclable materials from any responsible unit. The owner or operator shall submit all of the following information to the department on a form supplied by the department:

Note: This form, or specific data formats for electronic submittal of the form, may be obtained from the Department of Natural Resources, Bureau of Waste Management at 101 S. Webster St., P.O. Box 7921, Madison, WI 53707.


1. The name of the owner and operator, and corresponding mailing addresses and telephone numbers.
2. The legal name of the materials recovery facility and the street address and telephone number at that location.
3. A description of the materials recovery operations and the days and hours during which services are provided.
4. A list of all responsible units that use the materials recovery facility.
5. A list of all recyclable materials accepted at the materials recovery facility.
6. A statement describing whether incoming recyclable materials are received pre-sorted into individual commodities or commodity groups, or collected in a single-stream or other alternative collection system.
7. The covered storage capacity for recyclable materials.
8. The exposed storage capacity for recyclable materials, the types and maximum quantities of recyclable materials to be stored outdoors at any time, and the procedures used to prevent discharge of contaminants to the environment from these materials.
9. Certification that the storage capacity is adequate to maintain the quality and quantity of the recyclable materials for markets.
10. The processing capacity of the materials recovery facility for recyclable materials.
11. Certification that the processing capacity of the materials recovery facility is adequate to accommodate the anticipated quantities of recyclable materials that will be received.
12. A description of the procedures used to prevent nuisance conditions at the materials recovery facility.
13. Information on the total quantity of residual material generated at the materials recovery facility during the previous calendar year and the percentage of the total amount of incoming recyclable materials that was residual material during the previous calendar year.
14. The procedures used to minimize residual material.
15. Certification that the materials recovery facility produces recovered recyclable materials in accordance with market quality specifications.
16. Certification that the owner or operator of the materials recovery facility maintains accurate records to document the types and quantities of recyclable materials processed and marketed for all responsible units using the facility and that those records will be made available for inspection upon request by the department.

17. Certification that the owner or operator of the materials recovery facility will provide by February 1 of each year sufficient information so that a responsible unit can comply with the reporting requirements under s. NR 544.10 (2) (d). For all measurements, the owner or operator of the materials recovery facility shall use sampling methods or measurements acceptable to the department.
18. Certification that recyclable materials will not be stored in wetlands as defined in s. NR 500.03 (258).
19. Certification that recyclable materials will not be stored in a floodplain as defined in s. NR 500.03 (87). This paragraph does not apply to a materials recovery facility at which recyclable materials were stored in a floodplain on or before November 1, 1992, provided that the area in which the recyclable materials are stored is not increased.
20. Certification that the owner or operator of the materials recovery facility will comply with the disposal and incineration prohibitions under s. 287.07 (1m) to (4), Stats.
- (b) Records shall be maintained at the site documenting the information required in this subsection for a period of at least 3 years.
- (4) **SELF-CERTIFICATION OF OPERATION RENEWAL AND REPORT.** The owner or operator of a self-certified materials recovery facility shall submit a self-certification renewal and report by March 30 of each year, in a form supplied by the department, that shall contain all of the following:
- (a) Certification that the facility has been and will continue to be maintained and operated in conformance with the information submitted upon initial self-certification or upon subsequent notification of change to the department.
- (b) An inventory of recyclable materials, by category and expressed in tons, accepted from responsible units as of both January 1 and December 31 of the previous calendar year, and the total tonnage of this material processed off-site in the previous calendar year.
- (c) Certification by the owner or operator of the materials recovery facility that not less than 75% of the volume of recyclable materials accepted were recycled or transported from the facility within 12 months of receipt at the facility, unless otherwise approved by the department. This requirement need not be met for the first year of operation of newly established materials recovery facilities.
- (d) The total quantity expressed in tons, of residual material generated at the materials recovery facility during the previous calendar year and the percentage of the total amount of incoming recyclable materials that was residual material during the previous calendar year.
- (5) **INVALIDATION OF SELF-CERTIFICATION OF OPERATION.** The department shall use the information provided under this section during routine inspection of materials recovery facilities and as needed in response to complaints. Should significant discrepancies between actual operations and information submitted under this section be found, the department may invalidate the materials recovery facility's self-certification and thereby disqualify the materials recovery facility as a component of a responsible unit's effective recycling program. The department may invalidate a materials recovery facility's self-certification if any of the following conditions exist:
- (a) A failure to submit on a timely basis or knowingly falsifying the information required in sub. (3) or (4) for self-certification and self-certification renewal.
- (b) Storage of recyclable materials in wetlands as defined in s. NR 500.03 (258).
- (c) Storage of recyclable materials in a floodplain as defined in s. NR 500.03 (87), unless the recyclable materials were stored in the floodplain on or before November 1, 1992, and the area in which the storage occurs has not been increased.
- (d) Storage of recyclable materials outdoors in a manner that renders them unmarketable.
- (e) Failure to provide specific information to a responsible unit that has contracted directly with the materials recovery facility and whose recyclable materials were processed by that facility in the current year or in the previous calendar year. The information shall be requested by the responsible unit and provided to the responsible unit within 4 weeks of the documented date of request, and shall contain accurate information reflecting the weights of each recyclable material processed for the responsible unit.



- (f) Failure to operate the materials recovery facility in a nuisance-free and environmentally sound manner.
- (g) Failure to operate the materials recovery facility in accordance with the self-certification or other representations provided by the owner or operator under this section.
- (6) **RECERTIFICATION.** The owner or operator of a materials recovery facility with an invalidated self-certification under sub. (5) may resubmit the self-certification information required under sub. (3) to the department and request a review after correcting all deficiencies. The department may re-certify a materials recovery facility if it determines that the materials recovery facility is in compliance and has put in place appropriate polices and procedures to remain in compliance with the requirements of this section.
- (7) **LIST OF SELF-CERTIFIED FACILITIES.** The department shall maintain a list of materials recovery facilities that are self-certified under this section.
- (8) **NOTIFICATION OF CHANGE OF SERVICE.** The owner or operator of a materials recovery facility which is self-certified under this section shall provide written notification to the department and responsible units that have contracted directly with the facility for services as follows:
  - (a) At least 60 days prior to closing the materials recovery facility, or an anticipated interruption of service to a responsible unit for a period of more than one week.
  - (b) At least 60 days prior to moving the materials recovery facility to a different location.
  - (c) At least 60 days prior to initiating processing of recyclable materials collected in a single-stream collection system.
  - (d) As soon as practicable after the occurrence of an unanticipated interruption of service to a responsible unit for a period of more than one week.

History: Cr. Register, September, 1993, No. 453, eff. 10-1-93; CR 04-113: r. and recr. Register June 2005, No. 594, eff. 7-1-05.

- See PDF for table 

Note: 1) Rural municipalities are those with a population of 5,000 or less or a permanent aggregate population density of less than 70 persons per square mile. For purposes of ch. NR 544, municipalities that do not meet that population criterion fall into the other category. 2) The department intends to periodically revise these collection standards as conditions warrant.

History: Cr. Register, September, 1993, No. 453, eff. 10-1-93.

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

Town of La Pointe, Wisconsin

PURCHASE OF SERVICE CONTRACT

This agreement was first made and entered into on June 25, 2019 by and between the Town of La Pointe (hereinafter referred to as the "Town") and SmithGroup (hereinafter referred to as "Contractor").

RECITALS

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

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

WHEREAS, the parties agree to extend the term of the original contract in accordance with the terms of the original contract as well as the terms provided herein.

In consideration of the mutual covenants contained herein, the Town and the Contractor agree as follows:

- The parties agree to extend the original contract for an additional period, which will begin immediately upon the expiration of the original time period and will end on June 30, 2021.
- This extension binds and benefits both parties and any successor or assigns. This document, including the original contract, is the entire agreement between the parties.

All terms and conditions of the original contract remain the same.

IN WITNESS THEREOF, the authorized representatives of the parties have executed this agreement as of the \_\_\_ day of July, 2020.

The Town of La Pointe (the Town)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name Jim Patterson

Title Town Board Chair

Full Legal Name of Contractor (the Contractor)

Signature *John Kretschman*

Date 07/13/2020

Printed Name John Kretschman

Title Vice President

RECEIVED

JUL 23 2020

\_\_\_\_\_ dg.

\* copy w/ original contract

## EXHIBIT 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 SmithGroup, Inc. (the "Contractor").

### RECITALS

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

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

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

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

Construction management services for the Town Dock Project as described in Exhibit A.

Such services will be provided at:

Town 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 \$ \$138,525.00 as follows:

Invoices will be submitted monthly on the basis of services rendered.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ 138,525.00.

The total amount payable is contingent on the scope of the project and may be adjusted through a contract amendment should the project scope change.

3. **Dates of Service.** The services provided for herein shall be provided between June 25, 2019 and June 30, 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:

Price above is all-inclusive.

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

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 is incorporated herein by reference as a part of this Contract.

6. **Workmanlike Manner.** The services provided by the Contractor shall be provided consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances, manner consistent with the terms and provisions of this contract.

7. **Representations.** The Contractor represents and agrees 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) In the event it is determined that the Contractor has breached this representation, 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 and to the extent attributable to the negligent acts, omissions or errors 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 but only to the extent attributable to the negligent act, error 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:

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

To the Contractor:

Director of Operations  
SmithGroup, Inc  
44 East Mifflin Street, Suite 500  
Madison, WI 53703

IN WITNESS WHEREOF, the undersigned have executed this agreement this 25<sup>th</sup> day of June, 2019.

The Town of La Pointe (the Town)

Full Legal Name of Contractor (the Contractor)

Signature: 

Signature: 

Printed Name: JAMES M. PATTERSON

Printed Name: Bill Kretschman

Title: TOWN CHAIRMAN

Title: VICE PRESIDENT

LETTER FORM PROPOSAL

Date: June 6, 2019

Transmitted - Via eMail

Ms. Lisa Potswald  
Town Administrator  
Town of La Pointe  
PO Box 270  
240 Big Bay Road  
La Pointe, WI 54860

RE: Town Dock Contract Administration Proposal

Dear Lisa:

On behalf of SmithGroup, Inc. ("SmithGroup") we are pleased to submit this proposal for Contract Administration Services for the Town Dock Expansion project. The following is our understanding of the services which are to be provided.

**UNDERSTANDING OF THE PROJECT**

Construction of the La Pointe Town Dock project, with bids received on May 28, 2019, is anticipated to begin in October 2019. The Town has received Harbor Assistance Program (HAP) grant funding from the Wisconsin Department of Transportation (WisDOT) for the project. In Section 2.5 of the HAP contract between the Town and WisDOT, the "Project Monitoring and Inspection" requirements are outlined and copied here:

Section 2.5 Project Monitoring and Inspection

- a) Town shall provide for qualified on-site inspection of the project work progress and quality by assignment of a Town-selected, WisDOT-approved engineer who will act as the project engineer.
- b) The project engineer shall have overall responsibility for the management of the engineering, construction and administration of the project including inspection, preparation of daily diaries and reports, and approval of change orders and contractors' invoices for submittal to Town.
- c) The project engineer shall be specifically qualified in construction inspection and project management and have general knowledge of marine construction and specific experience in the design and construction of dockwalls. The project engineer shall provide for the daily monitoring of the project to assure compliance with the project contract, plans and specifications. The project engineer shall maintain accurate records, including photographs, indicating the quantity of work performed and materials used. These records shall show whether the work performed is in compliance with each applicable item of Attachment II. If work is unsatisfactory, the project engineer shall order corrective action. All costs of corrective action shall be paid by Town and are not eligible for reimbursement under this Agreement. The project engineer shall report any instance of non-compliance with the terms of this grant Agreement or its Attachment II or any questionable work to Town and shall immediately send a copy of the report directly to WisDOT. Town itself shall assure that all reports of non-compliance are promptly provided to WisDOT.
- d) The project engineer shall maintain a daily project diary and sign the diary at the end of each day. The diary shall be used to record progress of work, compliance with the plans and specifications as set forth in Attachment II, and any unusual events.

Town of La Pointe

Town Dock Contract Administration  
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SmithGroup  
21358.003

# SMITHGROUP

- e) WisDOT or its designee may conduct inspections of the project site, project diaries, books, reports and other documents, as frequently as deemed necessary by WisDOT. Town shall ensure direct access to the project site and documents to any WisDOT inspector or designee at any reasonable time subject to reasonable security measures.

## SCOPE OF SERVICES

### Task 1: Construction Phase Services

Construction Phase Services and responsibilities will commence upon the Contractors notice to proceed and terminate such services at the end of the Contractor's one-year warranty and guaranty period. During this phase, SmithGroup will:

- Arrange for and attend a preconstruction conference to be attended by the successful bidder, their subcontractors, members of governmental and review agencies, franchised utility representatives and representatives of the City.
- Consult with and advise Client of any concerns or issues which arise during construction.
- Process and certify partial payment estimates from contractor to the City.
- Promptly monitor and coordinate with the Contractor the timing of submittals; check, note and review shop drawings, material samples, and other submissions and proposals of the Contractor(s) for compliance with the working drawings, specifications and design intent.
- Prepare routine change orders as required by construction.
- Prepare and distribute bulletins, change orders, and supplemental instructions including clarifications and progress reports to assist in the interpretation of plans and specifications when directed by the Client.
- Compile a "Punch List" of items that are not in compliance with the Construction Documents.
- Conduct one inspection to determine that the Contractor has satisfactorily completed all Punch List Items, and has otherwise complied with the Construction Documents including, but not limited to, the completion and delivery to SmithGroup of all record drawings and appropriate manuals and written warranties as required by contract.
- Conduct and attend progress meetings as required, but no more than bi-weekly.

### Task 1 Deliverables

- Submittal reviews and approvals
- Construction bulletins, change orders and clarifications
- Review contractor pay applications
- Punch-List
- As-built record drawings

### Task 1 Meetings

- (5) Project Manager and/or Engineer Site Visits
  - (1) Pre-construction / Kickoff Meeting
  - (3) Construction Progress Meetings
  - (1) Punch List Walk-thru
  - (1) Final Walk-thru

### Task 2: Resident Project Representative Construction Services

In addition to normal construction services, the SmithGroup team will have one person on-site during the construction of the Town Dock project to observe construction progress and confirm compliance with contract documents.

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Town of La Pointe	Town Dock Contract Administration La Pointe, WI	Rev. 08.01.18 SmithGroup 21358.003
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# SMITHGROUP

- Resident review services are understood to include the observation and review of work of the contractors and materials to determine general compliance with the plans and specifications.
- Keep a daily log of general information observed while on-site as to weather, crews present, work accomplished and possible photos of progress or critical areas.

## Task 2 Deliverables

- Daily Observation Reports

## Task 2 Meetings

- As needed with Town and/or Contractor on-site

## ASSUMPTIONS

- The construction duration is anticipated to last approximately 12 weeks. SmithGroup will have one Resident Project Representative for Task 2 under the Scope of Services for a total of 72 days on-site.

## PREPARATION OF DIGITAL DATA

In the event SmithGroup is requested to prepare digital data for transmission to the Owner's consultants, contractors or other Owner authorized recipients ("Digital Data"), the Owner acknowledges that due to the limitations of the digital data software, not all elements of SmithGroup's services may be represented in the Digital Data, this being in the sole discretion of SmithGroup. Accordingly, although SmithGroup will endeavor to represent all material elements of SmithGroup's services in the Digital Data, any use shall not relieve the Owner's consultants, contractors, or other Owner authorized recipients or their respective obligations. The Owner agrees that it will include this provision in any agreements with its consultants, contractors, or other Owner authorized recipients, in which Digital Data is provided.

## SCHEDULE

SmithGroup anticipates that construction will commence on or after October 7, 2019 and will continue without interruption until the end of December 2019 (12 weeks of work). Work remaining for the Spring will be limited and will not require on-site supervision by SmithGroup. Substantial Completion of the project is anticipated to be May 1, 2020.

## COMPENSATION

Town of La Pointe shall compensate SmithGroup for the scope of services outlined above a fixed fee lump sum of \$138,525.00, inclusive of all expenses.

## ADDITIONAL SERVICES

Requests for additional services or staff will be documented by SmithGroup (if given verbally), and the work will commence upon Town of La Pointe approval of an estimated fee for that effort or, if not agreed otherwise, Town of La Pointe shall reimburse SmithGroup on an hourly basis of SmithGroup's project staff actively engaged for all personnel hours worked on the project.

## PAYMENTS

Invoices will be prepared monthly on the basis of services rendered.

Town of La Pointe

Town Dock Contract Administration  
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LETTER FORM PROPOSAL

- 3 -

05/29/2019

# SMITHGROUP

All payments due to SmithGroup shall be made monthly upon presentation of the statement of services rendered. All payments due SmithGroup under this agreement shall bear interest at one-and one-half (1½%) percent per month commencing thirty (30) days after the date of billing.

## DELIVERY OF CADD GRAPHIC FILES

Any electronic/data/digital files (Files) from SmithGroup shall be deemed Instruments of Service, and/or Work Product, as the case may be, for the Project identified above. Town of La Pointe covenants and agrees that: 1) the Files are Instruments of Service of SmithGroup, the author, and/or Work Product of SmithGroup, as the case may be; 2) in providing the Files, SmithGroup does not transfer common law, statutory law, or other rights, including copyrights; 3) the Files are not Contract Documents, in whole or in part; and 4) the Files are not As-Built files. Town of La Pointe agrees to report any defects in the Files to SmithGroup, within 45 days of the Initial Files transmittal date (Acceptance Period). It is understood that SmithGroup will correct such defects, in a timely manner, and retransmit the Files. (Town of La Pointe further agrees to compensate SmithGroup, as Additional Services, for the cost of correcting defects reported to SmithGroup after the Acceptance Period. Town of La Pointe understands that the Files have been prepared to SmithGroup's criteria and may not conform to Town of La Pointe drafting or other documentation standards. Town of La Pointe understands that, due to the translation process of certain CADD formats, and the transmission of such Files to Town of La Pointe that SmithGroup does not guarantee the accuracy, completeness or integrity of the data, and that the Town of La Pointe will hold SmithGroup harmless for any data or file clean-up required to make these Files usable. Town of La Pointe understands that even though SmithGroup may have computer virus scanning software to detect the presence of computer viruses, there is no guarantee that computer viruses are not present in the Files, and that Town of La Pointe will hold SmithGroup harmless for such viruses and their consequences, as well as any and all liability or damage caused by the presence of a computer virus in the Files. Town of La Pointe agrees, to the fullest extent permitted by law, to indemnify and hold SmithGroup harmless from any and all damage, liability, or cost (including protection from loss due to attorney's fees and costs of defense), arising from or in any way connected with and changes made to the Files by Town of La Pointe.

Under no circumstances shall transfer of Files to Town of La Pointe be deemed a sale by SmithGroup. SmithGroup makes no warranties, express or implied, of merchantability or fitness for any particular purpose.

## LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW, TOWN OF LA POINTE AGREES THAT THE TOTAL LIABILITY OF SMITHGROUP IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OR OTHERWISE, SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY SMITHGROUP UNDER THIS AGREEMENT.

## MISCELLANEOUS PROVISIONS

SmithGroup will use reasonable professional efforts and judgment in responding in the design to applicable federal, state and local laws, rules, codes, ordinances and regulations. Town of La Pointe acknowledges that certain state and local laws, rules, codes, ordinances and regulations may reference standards that are outdated and/or contrary with today's industry requirements. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all such outdated and/or contrary federal, state and local laws, rules, codes, ordinances and regulations

Town of La Pointe

Town Dock Contract Administration  
La Pointe, WI

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SmithGroup  
21358.003

# SMITHGROUP

Notwithstanding anything to the contrary, nothing contained herein shall be construed: i) to constitute a guarantee, warranty or assurance, either express or implied, that the SmithGroup's Services will yield or accomplish a perfect outcome for this Project; or ii) to obligate the SmithGroup to exercise professional skill or judgment greater than the standard of care exercised by other similarly situated design professionals currently practicing in the same locale as this Project, under the same requirements of this Agreement; or iii) as an assumption by the SmithGroup of liability of any other party.

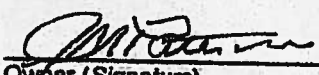
SmithGroup will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as applicable to this Project. Town of La Pointe acknowledges that requirements of ADA, as well as other federal, state and local laws, rules, codes, ordinances and regulations, will be subject to various and possibly contradictory interpretations. SmithGroup cannot and does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations

This document will serve as an agreement between us, and you may indicate your acceptance by signing in the space provided below and returning one (1) signed copy for our files.

  
SmithGroup (Signature)

JOHN KRETZMANN - VICE PRESIDENT  
(Printed name and title)

6/27/2019  
Date

  
Owner (Signature)

JAMES M. PATTERSON  
(Printed name and title)

6/25/19  
Date

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

Date: July 23, 2020  
To: Town Board  
From: Dorgene Goetsch, Clerical Assistant  
Re: Appoint member to the Community Awards Committee, Term ending July 31, 2022.  
**Agenda item for the July 28, 2020 Town Board Meeting**

The following terms on the Community Awards Committee will expire on July 31, 2020:

**Elizabeth Ellis** – Elizabeth indicated she is not interested in serving another term.  
**Marie Noha** – Marie said she would serve another term.

No one has signed up on the sign-up sheets.

I will continue to post for members needed along with other committee openings.

Thank you,

### Current Member List

#### COMMUNITY AWARDS COMMITTEE

Committee formed 5/24/2013 per Resolution #2011-0524: Resolution Creating a Community Awards Program. By-laws approved by Town Board 3/26/13; amended 5/28/13, 10/8/13 and 5/27/14, 4/26/2016, and 3/14/2017

Up to 5 members. 2-year terms; Chair and Vice-Chair appointed for 1 year terms August 1<sup>st</sup> of each year.

**PURPOSE:** To administer the Town of La Pointe's Community Awards Program

**MEMBERS:**

Elizabeth Ellis, Chair  
Marie Noha, Vice-Chair  
Susan Flores  
Gary Rieman  
Philip Goldman

**TERM EXPIRES:**

July 31, 2020  
July 31, 2020  
July 31, 2021  
July 31, 2021  
July 31, 2021

## Dorgene Goetsch

---

**From:** Elizabeth Ellis <melizabethellis@gmail.com>  
**Sent:** Tuesday, July 21, 2020 4:03 PM  
**To:** Dorgene Goetsch  
**Subject:** Re: Community Awards Committee - Term expires 7/31/20

Hello Dorgene,

I'm writing to inform the Town of La Pointe I have chosen to not volunteer for re-appointment with the Community Awards Committee. It has been an honor to have served on this Committee as Chair over the past many years. I am available to transfer all knowledge of processes and procedures to the future Committee Chair and will remain an active community member with nomination submissions.

Please let me know how I go about doing so.

Thank you for all you do!  
Sincerely,  
Elizabeth

On Thu, Jul 2, 2020 at 10:48 AM Dorgene Goetsch <[clerical@townoflapointewi.gov](mailto:clerical@townoflapointewi.gov)> wrote:  
Good Morning Elizabeth,

Your term as a member of the Community Awards Committee expires 7/31/20.

Please either reply to this e-mail or on the self-addresses post card I put in the mail to you today if you are interested in serving another term (2-year) on this committee.

Have a wonderful day!

Dorgene Goetsch  
Clerical Assistant  
Town of La Pointe  
PO Box 270  
La Pointe, WI 54850-0270  
715-747-6913

--  
  
*Elizabeth Ellis*  
P.O. Box 693  
La Pointe, WI 54850  
H. 715-747-2057  
C. 612-280-9410

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

Date: July 23, 2020  
To: Town Board  
From: Dorgene Goetsch, Clerical Assistant  
Re: Appoint member to the Public Arts Committee, Term ending July 31, 2022.  
**Agenda item for the July 28, 2020 Town Board Meeting**

The following terms on the Public Arts Committee will expire on July 31, 2020:

**Peg Bertel** – Peg indicated she would serve another term  
**Susan Sabre** – Susan indicated she would serve another term  
**Mary Whittaker** – Mary indicated she would serve another term.

No one has signed up on the sign-up sheets.

I will continue to post for members needed along with other committee openings.

Thank you,

## **PUBLIC ARTS COMMITTEE**

**Committee formed at June 26, 2018 Town Board Meeting.**  
**8 Members appointed at September 11, 2018 Town Board Meeting.**  
**Bylaw approved at January 9, 2019 Public Arts Committee Meeting and January 22, 2019 Town Board Meeting**  
Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

<u><b>MEMBER:</b></u>	<u><b>ADDRESS:</b></u>	<u><b>TERM EXPIRES:</b></u>
Peg Bertel	P.O. Box 87	July 31, 2020
Charles Meech	P.O. Box 317	July 31, 2021
<b>Susan Sabre, Chair</b>	P.O. Box 416	July 31, 2020
Tim Sullivan	P.O. Box 715	July 31, 2021
Robin Trinko Russell	P.O. Box 246	July 31, 2021
Mary Whittaker	P.O. Box 627	July 31, 2020
OPEN		July 31, 2020
Vacated by Holly Tourdot 10/29/19		
OPEN		July 31, 2021
Vacated by George Haecker 12/10/19		
OPEN		July 31, 2020
Not yet appointed		

# ACCOUNTING ADMINISTRATOR REPORT

July 2020

07/22/2020

## 1. FINANCIALS & TAXES:

### a. AUDIT:

1. Maitland, Singler & Van Vlack are working from their office on the year ending 12/31/2019 files that were brought over. No on-site testing scheduled yet.
2. A Request for Proposals (RFP) has been drafted for Audit Services Year Ending 12/31/2020. Will pass it by the current auditors, submit to the Town Board for review and send out next month. \$5,000 was budgeted in 2020 for new firm associated costs.

### b. BUDGET:

- I will start working on formatting the department head budget worksheet files for 2021-2023; the payroll information, designated funds, and budget justifications.
- The draft 2021 Budget Calendar will be presented soon.
- What direction do you want the department heads to follow for 2021?
  - a. Information needed to plan for 2021 directions to Dept Heads?
    1. Tax Levy change/limit from 2019/2020
      - a. No increase
      - b. Possible % Increase/Decrease Amounts
    2. 2021 Capitals outlays and projects
      - a. Items removed from 2020
      - b. Budgeted for 2021
    3. New borrowing limits or constraints
    4. Budget limits level – flat, % increase or decrease

### c. BILLINGS:

1. Misc. billings, Ashland County 2<sup>nd</sup> Qtr. for Zoning and County H have been done.
2. The Madeline Island Chamber of Commerce has been billed for 100% of the “porta-potty” pump-out billings that the Town has paid thus far.

### d. TAXES:

1. The final (2019 payable in 2020) settlement of remaining Real Estate taxes will be paid to the Town from Ashland County by August 20<sup>th</sup>. This is the last large funding source for the Town until the 2020/2021 tax season begins. The County is not offering any real estate tax payment extensions.

### e. EMERGENCY SERVICES BLDG PROJECT:

1. Does the Town Board want to receive copies of the individual contractors' Pay Requests before payment is processed? These include contract summaries.
2. Do you wish to see our summary spreadsheets on the project contracts as changes occur or refer to Wendel's monthly status reports?
3. I've been in discussion with Wendel staff for comparing and matching our contract report figures to theirs to better track balances and changes.
4. Any Contractor Change Orders affect Wendel's 3% Construction Management fee currently budgeted at \$76,058.73.

RECEIVED

JUL 22 2020

Initial: dg

# ACCOUNTING ADMINISTRATOR REPORT

July 2020 Page 2 of 2

## f. PAYROLL:

### 1. Benefit Options & Administration:

- Oasis' Benefits Manager is determining what level of administration they can offer on the Town's current benefits. Current contract includes administration of up to three outside benefits systems.
- Requested information of benefits programs that Oasis provides.
- Requested from the Department of Employee Trust Funds for information regarding other benefit programs they offer to Local Employers (*not as many as what they offer to State Employers*). The Town currently is part of their retirement and health insurance programs.

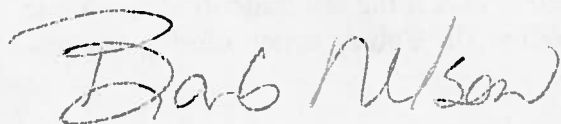
### 2. Time Keeping:

- What changes could be made to reduce redundancy and be more effective within the Town's paperwork processes? One item that takes quite bit of time, is timesheets.
  - a. Create internal computerized spreadsheets:
    - i. Do-able for departments with standardized job departments (Town Hall, Zoning, Police, Library, Camp hosts).
    - ii. Difficult for those employees who need to report more time splits, equipment use and other tracking items (Roads, Parks & MRF).
  - b. Oasis has an add-on a timekeeping system.
    - i. Requested information on availability and costs.

## 2. MISCELLANEOUS:

- a. 2020 Compensation Resolution Amendment "C" is for the wage rate changes that were approved by the Town Board at the last meeting.
- b. Thank you for the vacation payout and extension – much appreciated!
- c. Lisa planted earlier this summer, the beautiful flowers at the entrance of the Town Hall building.

Respectfully submitted,



Barb Nelson  
Accounting Administrator/Deputy Clerk



7/15/2020

CSTB, Lisa, Barb, Micaela, Carol, Public

# 2020 Town Board Budget Condensed Summary Report

Includes Amend #1 & #2

## REVENUES:

Taxes:
Intergovernmental Revenues:
Licenses & Permits:
Fines/Forfeitures:
Public Services Chrgs:
Intergovernmental Chrgs:
Misc. Revenue:
Other Fin. Sources:

**TOTAL REVENUES: ~~4,980,491~~**

June 2020 Actual Y-T-D
\$ 1,093,640
\$ 869,487
\$ 23,227
\$ 1,030
\$ 209,861
\$ 93,175
\$ 202,581
\$ 1,111,456
\$ 3,604,456

2020 Amend #1 Budget
\$ 1,968,902
\$ 1,455,271
\$ 34,747
\$ 3,125
\$ 355,385
\$ 177,336
\$ 278,814
\$ 4,945,619
\$ 9,219,199

2020 Budget Remaining
\$ 875,262
\$ 585,784
\$ 11,520
\$ 2,095
\$ 145,524
\$ 84,161
\$ 76,233
\$ 3,834,163
\$ 5,614,743

Jun-19 Actual Y-T-D
\$ 1,026,262
\$ 69,740
\$ 23,186
\$ 1,877
\$ 205,075
\$ 92,219
\$ 176,908
\$ 83,399
\$ 1,678,666

2019 Amend#4 Budget
\$ 1,883,797
\$ 472,988
\$ 29,425
\$ 4,175
\$ 355,895
\$ 174,400
\$ 442,206
\$ 1,617,605
\$ 4,980,491

JUL 21 2020

## EXPENDITURES

General Government
Public Safety:
Public Works:
Health & Human Services:
Culture, Parks & Rec:
Conservation & Devel:
Capital Outlay:
Debt Service:
Other Financing Needs:

**TOTAL EXPENDITURES:**

June 2020 Actual Y-T-D
\$ 237,089
\$ 310,180
\$ 328,218
\$ 4,520
\$ 154,313
\$ 15,840
\$ 521,045
\$ 541,140
\$ -
\$ 2,112,346

2020 Amend #1 Budget
\$ 596,332
\$ 637,650
\$ 791,298
\$ 38,125
\$ 410,099
\$ 44,770
\$ 6,209,135
\$ 476,024
\$ 15,767
\$ 9,219,200

2020 Budget Remaining
\$ 359,242
\$ 327,470
\$ 463,080
\$ 33,604
\$ 255,786
\$ 28,930
\$ 5,688,090
\$ (65,116)
\$ 15,767
\$ 7,106,853

Jun-19 Actual Y-T-D
\$ 266,718
\$ 484,069
\$ 413,238
\$ 2,655
\$ 164,561
\$ 14,753
\$ 415,337
\$ 108,530
\$ -
\$ 1,869,861

2019 Amend#4 Budget
\$ 638,023
\$ 994,861
\$ 832,552
\$ 42,115
\$ 448,458
\$ 41,225
\$ 1,499,790
\$ 370,513
\$ 112,955
\$ 4,980,492

0.00

0.00

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0.00

7/15/2020

1/1/20 Checkbook balance	\$9,398
Revenues:	\$3,604,456
Expenditures	\$2,112,346
Calculated Checkbook balance	\$1,501,508
Actual ckbook	\$1,502,947 June 2020
Due to Flex Plan, tax collections	\$1,439

## 2020 Town Board Designated Funds Breakdown

	<u>Jun-20</u> -	<u>May-20</u> =	<u>CHANGE</u>	<u>2020 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	17,121	17,121	0	11,779
LAW ENFORCEMENT:	994	994	0	11,940
FIRE DEPARTMENT:	59,816	59,803	13	141,188
			<i>+ interest</i>	
AMBULANCE:	31,559	31,933	(373)	46,430
			<i>+ interest -EMT Training</i>	
HIGHWAY:	-1	-1	0	0
ESB RECOVERY FUND (Donations)	365,937	365,351	586	0
			<i>+interest + donation</i>	
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	627,725	639,128	(11,403)	0
			<i>+ interest - veh equipping expends</i>	
ESB BLDG INSURANCE FUND	478,367	478,255	112	0
			<i>+interest</i>	
ESB Insurance Contents	154,693	0	154,693	0
			<i>+ insurance settlement</i>	
AIRPORT EXTENSION/EXPANSION:	0	0	0	0
MATERIAL RECOVERY FACILITY:	0	0	0	0
PARKS:	33,527	33,066	462	30,066
			<i>+interest + donations</i>	
REC CENTER:	5,490	5,488	1	3,686
General Recreation Center, Softball fund			<i>+interest</i>	
CEMETERY FUND	16,218	16,215	4	501
			<i>+ interest</i>	
WINTER TRANSPORTATION FUND:	30,409	30,402	7	36,916
			<i>+ interest</i>	
ALTERNATIVE ENERGY FUND:	91	91	0	89
LIBRARY:	77,637	78,265	(628)	69,819

<b>TOTAL DESIGNATED FUNDS:</b>	<b>\$1,899,607</b>	<b>\$1,756,134</b>	<b>143,472</b>	<b>\$352,414</b>
Individual Funds Listing	1,899,606	1,756,133	\$143,473	\$352,415
Variance	\$0.77	\$1.31	-\$0.54	-\$1.00
	<i>rounding</i>			

**2020 Actuals & Comparisons to 2019 Actuals**

Year to Date June	2020	2019	Change	UP
<b>REVENUES:</b>	<b>\$2,493,000</b>	<b>\$1,595,267</b>		<b>\$897,733</b>
<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>				<i>Favorable</i>
All Tax collections (timing)	\$1,093,640	\$1,026,262	\$67,378	
Collection % of entire tax roll	58.1%	57.2%		
Transportation aids, state funding	\$57,583	\$52,447	\$5,136	
Grants & Reimbursements for 2019 expenses	\$811,904	\$17,293	\$794,611	Harbor Grant
BBTP Campground, shelters, NMV	\$98,200	\$87,170	\$11,030	
Airport, Docks & Harbor Fees, revenues	\$85,509	\$88,043	(\$2,534)	
Permits, tickets, licenses, Ambulance	\$33,156	\$34,788	(\$1,632)	
MRF Fees, sales	\$14,876	\$18,205	(\$3,329)	
Misc Revenue	\$4,033	\$1,932	\$2,101	
County & Intermunicipal re-imbursements	\$93,175	\$92,219	\$956	
Misc leases, property sales, interest, contributions	\$199,826	\$145,146	\$54,480	
	<i>Bayfield School (windsled), Rural ESB reimbursements</i>			

	2020	2019	Change	UP
<b>EXPENDITURES:</b>	<b>\$1,571,206</b>	<b>\$1,761,331</b>		<b>\$1,160</b>
<i>(excludes Debt Service (borrowing) &amp; Other Financing Uses)</i>		<i>ESB exp -191,285</i>		<i>Un-Favorable</i>
		<b>NET: \$1,570,046</b>		
<b>General Government</b>	<b>\$237,089</b>	<b>\$266,718</b>	<b>(\$29,629)</b>	
UP Computers/web-site, General insurance (liability costs), Oasis payroll processing, legal			<i>Favorable</i>	
DOWN Accomodations tax (new method payout), Thall staff personnel costs, utilities				
<b>Law Enforcement</b>	<b>\$159,676</b>	<b>\$185,714</b>	<b>(\$26,038)</b>	
UP Bldg costs/Utilities, vehicle expenses, legal		<i>ESB exp -17,597</i>	<i>Favorable</i>	
DOWN Personnel costs, training		<b>NET: \$168,117</b>		
<b>Fire Dept.</b>	<b>\$73,027</b>	<b>\$171,030</b>	<b>(\$98,003)</b>	
UP: Equipment purchases, repairs & maintenance, COVID-19 expense		<i>ESB exp -119,225</i>	<i>Un-Favorable</i>	
DOWN Compensation (no lead engineer pays YET), ice rescue		<b>NET: \$51,805</b>		
<b>Ambulance Service</b>	<b>\$77,477</b>	<b>\$127,325</b>	<b>(\$49,848)</b>	
UP Compensation (bi-annual refresher), supplies & meds		<i>ESB exp -54,463</i>	<i>Un-Favorable</i>	
DOWN Education, length of service contributions, vehicle expenses		<b>NET: \$72,862</b>		
<b>Roads</b>	<b>\$203,502</b>	<b>\$244,242</b>	<b>(\$40,740)</b>	
UP Personnel costs (partially off-set by Parks), Unemployment, rentals, maint supplies			<i>Favorable</i>	
DOWN Ice Road/Winter Transportation, Parts, shop expenses, fuels				
<b>DOCK/HARBOR</b>	<b>\$14,470</b>	<b>\$47,409</b>	<b>(\$32,939)</b>	
DOWN 2019 recoding of Smith Group for HAP project will be moving to Capital			<i>Favorable</i>	
UP Contract w/Smith Group/Multi-Modal grant work (un-budgeted)				
<b>CEMETERY</b>	<b>\$2,849</b>	<b>\$946</b>	<b>\$1,903</b>	
DOWN			<i>Un-Favorable</i>	
UP Survey plat work, legal ordinance, outside groundwork				
<b>MRF</b>	<b>\$90,572</b>	<b>\$103,469</b>	<b>(\$12,897)</b>	
UP - Equipment maintenance			<i>Favorable</i>	
DOWN Personnel costs, facility, vehicle expenses				
<b>Library</b>	<b>\$91,217</b>	<b>\$87,238</b>	<b>\$3,979</b>	
UP - MI Public Library Board handles			<i>Un-Favorable</i>	
<b>Parks</b>	<b>\$61,693</b>	<b>\$75,126</b>	<b>(\$13,433)</b>	
UP Unemployment, Utilities, general expenses, rds labor			<i>Favorable</i>	
DOWN Labor & benefits shifted to Roads				
<b>ZONING &amp; PLANNING</b>	<b>\$15,840</b>	<b>\$14,753</b>	<b>\$1,087</b>	
UP Vehicle expense, ad hoc committees, insurance			<i>Un-Favorable</i>	
DOWN				
<b>Capital Outlays</b>	<b>\$521,045</b>	<b>\$415,337</b>	<b>\$105,708</b>	
UP Purchases, improvements			<i>"Un-favorable"</i>	
2020 Law Enforcement Gun Project & Squad outfitting	\$10,348			
2020 Town Hall Security System Project	\$1,007			
2020 Purchase of 2020 Ambulance	\$153,711			
2020 Roads (2019 fencing around fuel tank)	\$4,990			
2020 Rds Purchase 1/10 gravel	\$31,500			
2020 Waterfront Gallery Sidewalk	\$1,533			
2020 Airport Improvements (WI BOA catchup)	\$1,881			
2020 Town Dock Improvement (Construction)	\$240,544			
2020 Town Dock Improvement (Engineering)	\$62,336			
2020 Rec Center remodeling	\$1,317			
2020 Greenwood Chapel walkway	\$6,116			
2020 Misc ESB Site	\$5,761			
2019 Town Hall Security system equipment		\$1,071		
2019 Police - prepay for 2019 squad outfitting		\$9,081		
2019 Fire Dept turnout gear, equip		\$20,054		
2019 Rds new equipment		\$56,185		
2019 Rds Building improves		\$19,733		
2019 Rds Big Am's Rds work, Chippewa, signs		\$125,222		
2019 Rds Purchase 1/10 gravel		\$31,500		
2019 WTC Partial pay LA Sled #1		\$28,616		
2019 THall solar		\$2,000		
2019 ESB Site, Cty Garage		\$43,709		
2019 Cemetery Chapel expenses		\$49,990		
2019 Parks Truck purchase		\$10,000		
2019 BBTP Improvements		\$1,472		
2019 Rec Center improvements		\$16,735		

⑤ B, Lion, Micaela, Public  
Ted, Ben

**DRAFT**

**Attachment "C" 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.

<u>POSITION</u>	<u>2020 RATE</u>	<u>CHANGE</u>	<u>2020 RATE</u>
<b>Materials Recovery Attendant</b> <i>*As per Town Board motion on 7/14/2020, effective 07/12/2020</i>	\$15.00	\$2.00	\$17.00
<b>Parks #2</b> <i>*As per Town Board motion on 7/14/2020, effective 07/12/2020</i>	\$15.75	\$0.25	\$16.00

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest:

**DRAFT**

\_\_\_\_\_  
James Patterson, Chairman

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

**DRAFT**

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

Posted:

\_\_\_\_\_

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

**DRAFT**

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

\_\_\_\_\_  
Glenn Carlson, Supervisor

RECEIVED

JUL 20 2020

Initial: dg

(5)TB, Lisa, Barb, Micaela,  
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 Public Administration Associates, LLC (the "Contractor").

### RECITALS

**WHEREAS**, the Town desires to obtain the services described herein; and

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

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

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

Professional Services and Direct Consultation expenses as described in Exhibit A

Optional services include Marketing, Testing and Post-Interview Candidate Visits

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 \$ \$11,000.00 as follows:

PAA will bill the Town for one-half of the professional services and all incurred expenses to date at the mid-point in the search process (selection of semi-finalists) and will bill the remainder of any other costs incurred on behalf of the Town after the new Town Administrator's employment agreement has been approved.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ \$11,000.00.

3. **Dates of Service.** The services provided for herein shall be provided between July 28, 2020 and December 31, 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:

Travel expenses approved in advance by the Town Board as listed under Optional Services above and in Exhibit A.

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.

\* Copy w/ Exhibit A 1

RECEIVED

JUL 23 2020

cb

**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. Contractor is not required to provide proof of worker's compensation insurance if Contractor provides proof that it is a sole proprietor or LLC without employees.
- b) Professional liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.

**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:

Kevin Brunner  
Public Administration Associates, LLC  
PO Box 282  
Oshkosh, WI 54903  
kevin.brunner1013@gmail.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: *Kevin M. Brunner*

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

Printed Name: Kevin M. Brunner

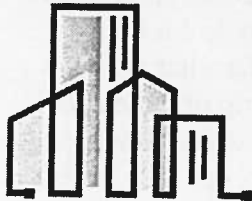
Title: \_\_\_\_\_

Title: President

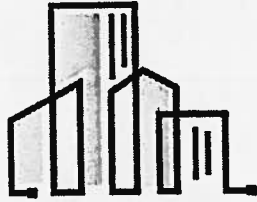


# Town Administrator Recruitment/Selection Proposal

ATTACHMENT A



*Public Administration Associates, LLC*



## *Public Administration Associates, LLC*

1155 W. South Street  
Whitewater, WI 53190  
262.903.9509

[kevin.brunner1013@gmail.com](mailto:kevin.brunner1013@gmail.com)

June 17, 2020

Lisa Potswald, Town Administrator  
Town of La Pointe  
240 Big Bay Road  
PO Box 270  
LaPointe, WI 54808

Dear Town Administrator Potswald,

I am herewith submitting our proposal to assist the Town of La Pointe in the recruitment/selection of the next town administrator. Public Administration Associates (PAA) has conducted over 300 municipal executive searches during its 20+ year history and would be quite honored and thrilled to work again with the Town (we worked with La Pointe in 2000 on a previous town administrator search). We are a Wisconsin-based company and what follows is information about our firm and the assistance that we would bring to this important executive search process. Please feel free to visit our website at [www.public-administration.com](http://www.public-administration.com).

Public Administration Associates is dedicated to encouraging professional municipal administration and to assist local governments in that endeavor. Bill and Denise Frueh as well as Dr. Stephen Hintz formed Public Administration Associates in 1998. I joined the firm in 2015 and became its president in 2018. A description of our company and the benefits it has to offer governmental entities is included in our proposal. I will be the lead consultant on your search process and will be assisted by Chris Swartz, who has over 35 years of municipal administrative experience.

In the last two years, PAA has completed the recruitment of new managers/administrators for over 30 small to mid-size Wisconsin communities including Abbotsford, Belleville, Columbus, Durand, Ellsworth, Johnson Creek, Lancaster, Marshall, Mauston, Mineral Point, New Glarus, Park Falls, Wind Point and Winneconne that are very similar in size and operations to LaPointe. In the last year, we have completed searches for new Town Administrators for Algoma (Winnebago County), Buchanan (Outagamie County), Lisbon (Waukesha County) and Linn (Walworth County). We have also conducted a number of recent searches in northwestern Wisconsin in proximity to La Pointe (City of Park Falls and Village of Ellsworth in the last several months), so we are familiar with the municipal market dynamics of the area. As such, we have a very good understanding of the current needs of Wisconsin municipal government leadership as well as a familiarity with some outstanding potential candidates that we have already vetted for these other administrator positions. This recent experience coupled with our firm's network of municipal manager contacts across Wisconsin and

the Midwest will assist in expediting your particular recruitment process for a new town administrator in LaPointe.

We are confident that we can work efficiently locating and encouraging potential candidates for the La Pointe Town Administrator position. This will be a national search and we have a network of local government managers, not only in Wisconsin, but across the country that we will utilize on behalf of the Town.

I am also enclosing a list of the municipalities we have assisted in their executive searches as part of our proposal. Together, again, we have conducted over 300 municipal administrator searches. As a result of that extensive experience, we have almost 1,000 detailed reference files of potential candidates. As a reference on a recent project, I would encourage you to contact any of the municipal leaders that we have included in our proposal.

The partners have many years of leadership experience in the International City/County Management Association and the Wisconsin City/County Management Association. I am a Life Member of both organizations. I am a former President of the Wisconsin City/County Management Association and have been an active member of both ICMA and WCMA for the past 35 years. We are confident because of our many contacts in the municipal management profession that we will bring forward many qualified prospects for the Town; in fact, we have already compiled a list of 8-10 potential candidates that we would target recruit for the LaPointe town administrator position.

The list of different governmental entities that Public Administration Associates have conducted executive searches for is quite extensive. Over 60% of our work is performed for municipalities which we have previously worked for and we are proud of our many long-term relationships with some of them spanning almost 40 years (since Dr. Hintz started his previous consulting practice in the early 1970's).

Many studies have shown that those governmental entities that utilize executive search firms select a person who most closely fits their needs and thus, they are more satisfied with their choice. We say "their choice" because our philosophy is that the Town Board makes the selection. We provide comprehensive and objective information to assist them in the selection process. We also handle all the paperwork of notifications, negotiations, etc... thus saving your staff the additional burden and clerical work in this regard. We facilitate the process in a very effective and efficient manner.

As part of its standard recruiting process, our firm uses a video job announcement that we push out on several social media platforms and You Tube (which is now the world's largest internet search engine) in addition to posting your position on professional local government and university job boards. We have found that using the video announcement on social media has increased the number of candidates for our local government administrator positions by almost 35%.

As part of our package of services we also utilize a video interview process along with a highly detailed 3-5 page reference review report on each semi-final candidate to assist the Town Board in making the selection of the finalists for the position. Several examples of the detailed reference reports we produce is included as an attachment to this proposal.

Several times we have been asked why our fees are so reasonable. We purposely keep our fees affordable because we are dedicated to promoting the "best" in local government administration.

As we have told clients, "please don't hire us because we are the lowest cost; hire us because we provide the best service". I believe that if you contact the officials of any of the counties, cities, villages and towns that we have served, they will agree with that assessment of our services.

Our services do not end when you hire your Town Administrator. At no cost, we stay in touch with you and the person you hire throughout their tenure to offer whatever assistance and advice may be needed. We take a personal interest in making your choice as successful as possible and we feel our lengthy municipal and leadership experiences may be of assistance to your new Town Administrator.

We also provide a service guarantee. If for some reason during the first year of employment your new town administrator leaves or doesn't work out, PAA will come back and conduct the entire recruitment/selection process for free (except for any direct expenses incurred such as advertisements and other costs). We offer that guarantee because of our strong confidence in the recruitment/selection processes we employ.

Please call if I can answer any questions or concerns you may have regarding this proposal. I would be also more than willing to present this proposal to the Town Board if requested.

Thank you for your consideration.

Sincerely,

*Kevin M. Brunner*

Kevin M. Brunner, President  
Public Administration Associates, LLC

### **About Public Administration Associates, LLC**

**Public Administration Associates, LLC**, is a consulting firm specializing in local government recruitment, interim management services and organization studies. PAA was organized in April 1998 by partners William Frueh, Denise Frueh, and Dr. Stephen Hintz. Kevin Brunner is now President of PAA and the Fruehs and Hintz are PAA Associates along with approximately ten other local government professionals who are affiliated with PAA and work on a project to project basis. David Bretl and Christopher Swartz joined the firm as partners of Brunner in January, 2020.

**Further information about the partnership can be found at [www.public-administration.com](http://www.public-administration.com).**

### ***Kevin Brunner, President and Lead Partner***

**Kevin Brunner** has over thirty years of experience in serving Wisconsin local governments. He served as the manager/administrator in Saukville, Monona, De Pere, and Whitewater and also worked as an assistant administrator for the City of Appleton and Kenosha County. He most recently served as the Director of Central Services/Public Works for Walworth County. Brunner was the recipient of the 2007 Wisconsin City/County Manager of the Year and 2012

Service Innovation awards, both from the Wisconsin City/County Management Association (WCMA). Brunner is a past president of the WCMA and served on the League of Wisconsin Municipalities and Alliance of Cities Boards of Directors. He received his MPA from Michigan State University and is a graduate of the University of Virginia Senior Executive Institute. He is a credentialed manager (ICMA-CM) from the International City/County Management Association. He has served on numerous public and non-profit boards and is currently chair of the Whitewater Community Foundation and the Geneva Lake Conservancy. Brunner has been actively consulting since 2015.

### ***Chris Swartz, Partner***

**Chris Swartz** has served as a municipal manager in Wisconsin for over 30 years, most recently as Village Manager for the Village of Shorewood (2004-2017), Administrator for the Village of Sussex (1990-2004) and Clerk-Treasurer Administrative Coordinator for the Village of East Troy (1986-1990). He started his career as a researcher for the Citizens Governmental Research Bureau/Public Policy Forum (1983-1985). Chris, as an independent contractor was hired by the North Shore Communities to study Dispatch and Fire Consolidation for the North Shore communities of Shorewood, Whitefish Bay, Glendale and Fox Point (1985-1986). He retired from Shorewood in 2017 as a credentialed manager as designated by the International City Management Association (ICMA). Swartz has a Master of Science degree in Urban Affairs from the University of Wisconsin-Milwaukee (1983) and an undergraduate degree from University of Wisconsin-Stevens Point.

Swartz has been recognized for his innovative approach to economic development, strategic and financial planning, organizational development and intergovernmental cooperation. He is known as a mentor to emerging public administration leaders through his tenure as an adjunct professor within the Masters of Public Administration (MPA) graduate program at the University of Wisconsin-Milwaukee and his involvement in the MPA Alumni Association. Swartz has been formally recognized for his lifetime achievements, including Wisconsin City/County Management Association "Meritorious Service Award" (2015), James R. Ryan Lifetime Achievement Award from the Public Policy Forum (2017) and Wisconsin Economic Development Association Fredrick C. Pearce Lifetime Achievement Award (2017).

## **Project Consultants for LaPointe**

**Kevin Brunner** will serve as the lead consultant for the entire La Pointe recruitment process and **Chris Swartz** will assist him. Brunner and Swartz have teamed in the last six months on working with both the cities of Platteville and Port Washington, the villages of Ellsworth, Hartland, Johnson Creek and Marshall and the Towns of Buchanan and Lisbon on the recruitment/selection of their new administrators and we encourage you to contact any of the references identified below that have personally worked with us and can vouch for our high performance.

## **PAA Objectives and Approach to a Municipal Executive Search**

Our primary objectives are (1) to attract the highest number of professionally qualified, experienced, and diverse applicants and (2) to facilitate a selection process that is thorough, professional, and timely, resulting in the selection of the candidate who best meets the requirements of the Town.

We believe that the Town Board should be actively involved in the selection process at all stages of the process and that our primary role is to provide progressively more information about candidates to assist the Town Board in selecting semi-finalists, finalists, and the final choice. While we certainly review applicants very carefully, it is not our role to actually select candidates.

We believe that the process consists both of recruiting—the Town officials involved will be actively selling themselves to potential candidates—and selecting—the Town Board carefully reviewing applicants for the best possible choice. Too often municipalities only consider the selection part.

We believe that the staff has a large stake in the process. We recommend that department heads and other staff have an opportunity to meet and talk with each of the finalists. However, we fully recognize that the final decision rests with the governing body.

Finally, we believe that the process should be conducted in a planned, deliberate, and timely fashion. Specific preferences of the Town should be accommodated in the design of the process, not as the process unfolds.

## Outline of Process

This proposal describes the scope of activities to be performed by Public Administration Associates, LLC, acting as consultants for the Town of La Pointe in the recruitment and selection of its next Town Administrator.

### Activities to be performed by Consultants

1. Meet with the Town Chair and Town Board and town staff as appropriate to discuss the characteristics desired in the new Town Administrator and the process of recruitment; review the current Town Administrator ordinance and job description; prepare the position description; determine recruitment procedures and the interview and selection process, and determine the time schedule;

[These meetings are important to establish the qualities that the Town wants in the new Town Administrator and to determine the recruitment procedures and schedule.]

2. Place advertisements in appropriate publications and on-line sources, including the International City/County Management Association (ICMA), Illinois City/County Management Association, League of Wisconsin Municipalities, Minnesota Municipal League, Wisconsin City/County Management Association, Strategic Government Resources, universities with nationally recognized public administration programs (city management) including the University of Kansas, Northern Illinois University, University of Minnesota, Mankato State University, Syracuse University and Brigham Young University; also contact and encourage personally known qualified persons to apply;

[ICMA, ILCMA, WCMA, League of Wisconsin Municipalities and Minnesota Municipal League are the premier channels for reaching qualified applicants for the La Pointe position in our opinion.]

3. Produce a one to two minute video with the Town to promote the position via social media (primarily YouTube and LinkedIn) to prospective applicants. Since we started the video posting of our client's position announcements, we have experienced a 30% increase in the number of applicants. PAA will assist in writing the script for the video and the City will assist in providing readily available still photography and/or video content of the Town. The Town Chair or designee will also be videotaped as part of this video to promote the position. Here are three links to recent video job announcements (for the Cities of Hudson and Lake Geneva and Town of Lisbon) we distribute via social media platforms as examples.

City of Hudson-<https://www.youtube.com/watch?v=Clp2gnNK6Nw>

City of Lake Geneva-[https://youtu.be/xYd5\\_W2zMo0](https://youtu.be/xYd5_W2zMo0)

Town of Lisbon-<https://youtu.be/AfbLYgOivV0>.

We will also produce a digital La Pointe Town Administrator Profile that we will distribute to targeted and interested candidates. An example of this position profile that we will develop for LaPointe is attached (Town of Lisbon).

4. Receive applications and acknowledge receipt. We will download all application materials onto a Google Drive file and will share that with the Town Clerk so that a full and complete record of all submitted information is fully maintained for city recordkeeping and open records purposes.
5. Review applications and provide a "mini-resume" candidates report to the Town Board that will include a rating of the candidates as "qualified", "unqualified" and "wild card" (these candidates may not strictly meet the qualifications but may have particular skills or work experience that may warrant continued consideration as candidates for the Town Administrator position;
6. Review applications with the Town Board for the selection of semi-finalists (typically there will be between six and ten candidates who would continue as semi-finalists);
7. Contact semi-finalists designated by the Town Board; conduct background and reference checks; prepare semi-finalist candidate profile statements (see attachment for an example of the detailed 3-5 page reference report that we produce on each candidate at this stage); provide material to the Town Board;

[This is the most important and time-consuming part of the search process. Semi-finalists must supply references that are from elected officials and staff superiors, peers, and subordinates with whom the applicant has worked. If references are not appropriate, semi-finalists must supply additional references. Questions are asked about accomplishments, strengths, skills, interpersonal relationships, and needed areas of improvement. This information is critical in evaluating the candidates and preparing the candidate profile statements. Semi-finalists will prepare electronic video interview presentations for the



Town Board to review. If desired as an alternative, telephone or video conference interviews can be arranged.]

8. Review semi-finalists with the Town Board for selection of candidates to be interviewed on site in LaPointe;

[The Town Board review the resumes, the reports developed from the reference/background information, and the electronic presentations. It then selects candidates as finalists to be interviewed. At this stage, all of the candidates should be technically qualified to be the Town Administrator. The primary value of the interview is to determine the "fit" with the Town Chair, Town Board, Town staff, and community.]

9. Work with the Town Chair and Town staff to arrange interviews;

10. Assist in the interview process, including arranging the schedule, coordinating plans with candidates, providing sample interview questions, conducting a writing exercise, observing the interviews, facilitating the selection of the first choice, and seeing that the interviews run smoothly.

[While there are a variety of approaches to the interview process, PAA normally recommends a two-day process. On the first day, all of the finalists on individual schedules tour the Town and meet with the Town staff. Although the department staff members do not participate in the selection of the next Town Administrator, each of them is asked to comment on the candidates as further evidence for the Town Board to consider. These meetings are important for both the candidates and the staff and Town officials. Other activities for the Town Board to consider are a community reception for candidates, an in-basket exercise, a leaderless-group discussion, an emotional intelligence assessment and a psychological review.

On the second day, the Town Board interviews each candidate for approximately one hour. In addition, each candidate participates in a writing exercise to determine writing skills. The actual interview days are scheduled at the convenience of the Town Board.]

**There are other approaches to the interview process. PAA will work with the Town to determine the process that is most beneficial and suitable for the Town.**

11. Provide assistance in the drafting and negotiation of an employment agreement with the selected candidate;

[Normally, the consultant receives instructions from the Town Chair and Town Board and negotiates an employment agreement for review and approval by the Town Board at the next meeting of the Town Board. However, we are prepared to work with the Town Board in any capacity in negotiating an employment agreement with the selected candidate.]

12. Prepare letters for the Town Chair's signature thanking all applicants and notifying them of the final result.

## Cost

\$9,400 for professional services and direct consultant expenses such as mileage and overnight lodging/meals.

Not included are costs for marketing (including the aforementioned advertisements and video position announcement) estimated at between \$800 and \$1,000, any aptitude/psychological tests, or post-interview visits to the candidate's community of residence if desired or requested. These are pass through costs and PAA does not apply any mark-up.

PAA will bill the Town for one-half of the professional services and all incurred expenses to date at the mid-point in the search process (selection of semi-finalists) and will bill the remainder of any other costs incurred on behalf of the Town after the new Town Administrator's employment agreement has been approved.

## Schedule

Typically, a municipal management search of this type will take approximately 16-20 weeks from start to when the new Town Administrator begins his or her new duties. This process can be expedited depending on the willingness of the Town Board to schedule special meetings to meet the recruitment and selection process outlined above.

## References from Recent PAA Municipal Administrator Searches (2019-2020)

**Michael Bablick**, Mayor, City of Park Falls, Wisconsin, Phone 715-762-2436 Ext. 229

**Marty Becker**, Mayor, City of Port Washington, Wisconsin, Phone 262-707-1464 (O)

**Barbara Daus**, City Council President, City of Platteville, Wisconsin, Phone 608-348-3365 (C)

**James Fenlon**, Village Administrator, Village of Little Chute, Wisconsin, Phone 920-423-3850 (C)

**Steve Genisot**, Mayor, City of Marinette, Wisconsin, Phone 906-399-8854 (C)

**Brian McGuire**, Mayor, City of Mauston, Wisconsin, Phone 608-548-3035 (C)

**Mark Mc Andrews**, Chair, Town of Buchanan, Wisconsin; Phone 920-840-5503 (H)

**Mark Milliren**, Mayor, City of Durand, Wisconsin, Phone 715-672-8770 (O)

**Laura Nelson**, President, Village of Suamico, Wisconsin Phone 920-246-8212 (C)

**Joseph Osterman**; Chair; Town of Lisbon, Wisconsin; Phone 262-720-1697 (C)

**Jeffrey Pfannerstill**, President, Village of Hartland, Wisconsin, Phone 262-352-1811 (C)

**Rich O'Connor**, Mayor, City of Hudson, Wisconsin, Phone 715-386-4765 (Ext. 120) (O)

**Joel Rasmussen**, Chair, Town of Algoma, Wisconsin, Phone 920-410-2311 (C)

**Susan Sanabria**, President, Village of Wind Point, Wisconsin, Phone 262-994-0733 (C)

**John Schuepbach**, President, Village of Marshall, Wisconsin, Phone 608-655-4017 (O)

**Michael Thom**, Mayor, City of Columbus, Wisconsin, Phone 920-350-2745 (C)

**Dr. Lanny Tibaldo**, Chair, Town of Lawrence, Wisconsin, Phone: 920-619-6257 (C)

**Roger Truttman**, President, Village of New Glarus, Wisconsin, Phone 608-212-6785 (C)

**Laurie Voss**, Mayor, City of Abbotsford, Wisconsin, Phone 715-507-0152 (C)

**Jim Weiss**, Chair, Town of Linn, Wisconsin, Phone 262-245-2700 (C)

**Dean Wolter**, President, Village of Germantown, Wisconsin, Phone 262-250-4785 (C)

**Understanding**

Public Administration Associates, LLC will commit whatever time and effort is necessary to fully and successfully complete all tasks described in this proposal.

Public Administration Associates, LLC provides the following guarantees:

1. If the initial search is not successful, PAA will conduct an additional search until the Town Administrator position is filled.
2. If the candidate selected either resigns or is terminated for cause within the first twelve months of employment, PAA will conduct a new search and waive its consultation fee.

Approval:

Offered by:	<i>Kevin M. Brunner</i>	<u>6/17/2020</u>
	Public Administration Associates, LLC	Date

Accepted by:	_____	_____
	Town of La Pointe	Date

## City/Village/Town/County Clients of Public Administration Associates, LLC (Executive Recruitment Services) Since 1998

(State of Wisconsin unless otherwise noted)

Note: The number beside the municipality name is the number of times PAA has assisted the municipality.

### Cities

Abbotsford (2)  
 Adams (2)  
 Algoma  
 Antigo (3)  
 Ashland (2)  
 Baraboo (2)  
 Berlin  
 Brillion  
 Chilton  
 Chippewa Falls (2)  
 Clintonville (2)  
 Columbus(3)  
 Crystal River, Florida  
 Delavan (2)  
 DePere (3)  
 Durand (3)  
 Eagle River  
 El Paso, Illinois  
 Elroy (3)  
 Evansville (3)  
 Fond du Lac  
 Fort Atkinson  
 Fox Lake (3)  
 Geneseo, Illinois  
 Hartford  
 Hillsboro (2)  
 Horicon (2)  
 Hudson  
 Independence, Iowa  
 Jefferson (4)  
 Kewaunee  
 Lake Geneva (2)  
 Lancaster (4)  
 Marinette (2)  
 Marquette, Iowa  
 Marshfield (2)  
 Mauston (3)  
 Menominee, Michigan  
 Mequon  
 Menasha  
 Merrill  
 Milton

Mineral Point  
 Minonk, Illinois (3)  
 Monona (3)  
 Monroe (2)  
 New Lisbon  
 New London (3)  
 Niagara  
 Oak Park Heights, MN  
 Oconto (2)  
 Omro  
 Park Falls  
 Pine Island, MN  
 Platteville (5)  
 Port Washington  
 Prairie du Chien (2)  
 Princeton (2)  
 Racine  
 Reedsburg (2)  
 Rhinelander  
 Rice Lake  
 Richland Center  
 Shawano (4)  
 South Haven, MI  
 St. Croix Falls  
 St. Francis  
 Sturgeon Bay (5)  
 Thorp  
 Tomah (2)  
 Verona (3)  
 Washburn (2)  
 Waukesha  
 Waupaca  
 Waupun  
 Wautoma  
 Wauwatosa (2)  
 Weyauwega (3)  
 Whitewater (3)

### Villages

Ashwaubenon  
 Bayside (3)  
 Bellevue  
 Belleville

Bonduel  
 Clinton (2)  
 Colfax  
 Cross Plains (2)  
 Darien  
 Denmark (2)  
 East Troy  
 Edgar  
 Egg Harbor (2)  
 Elkhart Lake  
 Ellsworth  
 Elm Grove  
 Ephraim  
 Fox Point (2)  
 Germantown (2)  
 Grafton (2)  
 Greendale (2)  
 Hales Corners  
 Hammond  
 Hartland (3)  
 Howard (3)  
 Johnson Creek (4)  
 Kewaskum  
 Little Chute (4)  
 Lodi (3)  
 Marshall (2)  
 Maple Bluff  
 McFarland (2)  
 Merton  
 New Glarus (3)  
 North Fond du Lac (3)  
 Oregon  
 Osceola(3)  
 Paddock Lake (2)  
 Palmyra  
 Pardeeville  
 Port Edwards  
 Prairie du Sac  
 Pulaski  
 Rothschild  
 Sherwood  
 Slinger (2)  
 Somerset

Spring Green  
Suamico (4)  
Sussex  
Thiensville (2)  
Turtle Lake  
Twin Lakes (2)  
Union Grove (2)  
Waterford  
Waunakee (2)  
W. Milwaukee (3)  
Williams Bay  
Wind Point (2)  
Winneconne (4)  
Whitefish Bay (2)  
Wrightstown (3)

### Towns

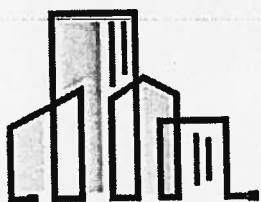
Algoma (3)  
Beloit  
Buchanan (3)  
Cedarburg (2)  
Clayton  
Empire  
Fox Crossing (Menasha) (4)  
Gibraltar (2)  
Grand Chute (3)  
Greenville (2)  
La Pointe  
Lawrence (2)  
Ledgview  
Lisbon  
Linn  
Oconto  
Osceola  
Rib Mountain

Richfield (2)  
Weston

### Counties

Chippewa (3)  
Green Lake  
Iowa  
Monroe  
Polk (3)  
Price  
Shawano  
Wabasha, MN (2)  
Washburn

Examples of the Detailed Reference Reports that PAA Provides the Governing Body on Semi-Finalist Candidates (these particular reports are from a 2018 search and the names of the candidates and locations of their employment have been redacted to maintain confidentiality)



## REFERENCE SUMMARY-CONFIDENTIAL

### CANDIDATE: [REDACTED]

**Summary:** [REDACTED] recently has retired from a career in the U.S. Army in which he achieved the final rank of Colonel. His last military position was that of Senior Army Advisor to the State of Tennessee and he previously held a series of progressively more responsible leadership positions over a 29 year military career. Among the US Army awards that he has received are the Draper Leadership Award for demonstrated excellence in executive leadership and the Order of St. George Silver Medallion for lifetime contributions to the profession.

While he does not have administrative experience outside of the military, all of his references indicate that he is an outstanding leader who is widely respected by those he has worked for and by those that have worked for him. As Gen. H.R. McMaster (who was [REDACTED])

commanding officer while at Fort Benning, GA from 2012-2014 and is now President Trump's National Security Advisor) stated in a reference letter "I have no doubt that John [REDACTED] vast operational, leadership and problem solving experience and expertise will transfer easily". His other references echo that statement with comments like "he has learned to adapt to any challenge and he will continue to do so for whomever he work for in the future" and "he has the unwavering calmness and ability to adjust to constant change". He is portrayed by his references as being less of a formal authority leader as some civilians might apply to military personnel in general.

While serving two tours of duty in Iraq (2005-2006 and 2008-2009), [REDACTED] was intimately involved in working with local governments there. He indicates that he served as essentially the town administrator for a suburb of Baghdad with a population of over 100,000. The organization that he led there was responsible for everything you would expect from local government, including public safety, public works, capital improvements, utilities, parks and recreation and economic development. He also served as coach and mentor to the recently elected city council and did a considerable amount of work in educating and training them in their new democratic roles and responsibilities. One of his references, Brig. General Brian Winski, called him one of the "finest officers he has ever worked with".

[REDACTED] would necessarily have a steep learning curve if he were to assume the town administrator role. His strengths are in operations and overall organizational leadership and has less "hands-on" experience in areas such as finance and human resources. He is definitely a "quick study" though and appears that he could pick up the knowledge and skills he would need to become effective quite readily.

[REDACTED] has lived all over the country and the world during his military career and while growing up in a military family. He did, however, graduate from high school in Green Bay and is a graduate of UW-Milwaukee. While, he has told me that while he can't really call any one location home, with his transition out of the Army, he hopes to be able to return to calling Wisconsin home.

**REFERENCES USED:** George Desario, Director, US Army Chief of Armor, Fort Benning, GA; Col. Daniel Kirk, Commander, 157<sup>th</sup> Infantry Brigade, Camp Atterbury, IN; Lt. General H.R. McMaster, Former Director, US Army Capabilities Integration Center, Fort Eustis, VA; Brig. Gen. Brian Winski, US Army Director of Operations, Readiness and Mobilization, Washington D.C.

**POSITIVE SKILLS:** "Very detailed oriented with great experience in managing personnel, equipment and funding" "A team player who understands the mission of the organization" "Unwavering calmness and the ability to adjust to constant change" "Steadfast honesty" "Has tremendous potential to excel in any environment that requires serious thought, qualitative and quantitative analysis and adaptability" "An exceptional leader who has displayed the highest degree of professional competence, integrity, dedication, personal drive and initiative across a career of distinguished service" "Outstanding character, keen intellect, and impressive leadership capabilities"

**FIRST IMPRESSIONS:** "Immediately portrays an impression of a wise, dedicated and experienced leader" "His personal manner is understated and that of a competent professional...he is authentic and genuine" "He is a proven communicator and will earn respect because of his

competence and because he treats others with respect” “He is confident, very capable, and always comfortable, even in environments that would not normally be considered outside of his comfort zone”

**SKILLS TO WORK ON:** “There will be a learning curve for him as he transitions to civilian life but, as a military leader he has learned to adapt to any challenge and he will continue to do so for any organization that he leads” “His last assignment in the Army he was working in a largely civilian organization which I think would be an advantage to any officer making the transition....he is a less ‘formal authority’ leader that civilians sometimes apply to military folks in general” “Highly adaptable to any assignment, he performs well in all areas of management and leadership” “In the military we have significant formal authority over those in our command, and the dynamics in a civilian workplace are different”

### **RELATIONSHIPS WITH:**

**ELECTED OFFICIALS-** [REDACTED] has never directly worked for an elected governing body but was given high marks by his references for his ability to relate well to all levels of the organizations he worked in. One reference indicated that” he could be counted on to provide guidance to his superiors, peers and subordinates alike”. Another remarked that “he had some very difficult bosses in the military but I was amazed at the level of pain he could absorb during the course of working with those folks”

**DEPARTMENT HEADS-**“He is comfortable in a dynamic, goal oriented environment and is able to lead efforts to develop creative solutions and array limited resources in time, space and purpose to achieve exceptional results” “Value him as a builder of teams” “He acted as a tremendous shield to his people and didn’t amplify downwards as many lesser leaders do” “One of his strengths is training and developing professionals from diverse fields in order to form cohesive teams” “Exceptional in every regard-he is extremely loyal and will always provide candid feedback and advice”

**CITIZENS AND MEDIA-**[REDACTED] has really never worked directly with citizens in the military as he would need to at the local government level and also has not had much experience as well working with the media. With that said, his references do not believe he couldn’t readily assume an effective role in working with both citizens and the media...as one reference put it “he has a soft touch with people but that is combined with world class determination

**COMMUNITY INVOLVEMENT:** “In the military you don’t have much time for community involvement” “Very involved in a variety of military base organizations”

**REASON FOR SEEKING NEW POSITION:** “Can readily make the transition to a civilian leadership role” “Retiring from military and wants to continue in public service” “Will excel in any executive level position whether it be in the private sector or in the Senior Executive Service”

**PERSONAL:** “Nothing-impeccable” “Absolutely not”

**OTHER COMMENTS:** “[REDACTED] is prepared to meet any challenge...He should be sought for immediate recruitment as a highly valuable member of your organization-he would be an asset to your Town” “He generates loyalty among his subordinates and gets results in the toughest

environments and conditions” “Absolutely will be successful as a city manager” “He enjoys my complete support and admiration”

## **REFERENCE SUMMARY-CONFIDENTIAL**

### **CANDIDATE:** [REDACTED]

**Summary:** [REDACTED] is currently the Assistant County Administrator and Personnel Director for Mille Lacs County, MN (Pop. 25,788) and has been in that position for almost three years. In addition to those duties, she also functions as the Public Works Director for Mille Lacs County (the County Administrator explained to me that she is very adept at multi-tasking and she juggles all the responsibilities well). She is a registered professional engineer in the State of Minnesota.

Prior to her current position, [REDACTED] was a project manager for a couple of municipal consulting engineering firms for two years and served for two years as city administrator of Pine City, MN from 2012 to 2014. She was assistant city engineer and then was promoted to the DPW Director of Willmar, MN (Pop. 19,601) from 2008 to 2012. Prior to Willmar, [REDACTED] moved between municipal engineering staff positions and private municipal engineering consulting firms in Minnesota and Kansas after graduating with a civil engineering degree from Iowa State University in 1999. She also earned a MPA from Hamline University in 2007.

All of [REDACTED] references point out that she is a very positive individual who, while she has a great depth of civil and municipal engineering knowledge, has another dimension that allows her to be effective in her human resources work (that is a pretty unique skill set that frankly is not found very often in professional engineers). She is invariably described as very analytic in her work but relatable in that she is able to break down complex engineering problems so that non-engineers can readily understand them. As her current supervisor, the Mille Lacs County Administrator told me, “[REDACTED] goes to great lengths to educate our county commissioners and is good at that”.

While [REDACTED] has developed some good relationship management skills in her career, she apparently resigned in [REDACTED] after facing some pressure from some city council members (as one council member explained “small town politics did her in”). She was characterized by her references as having strong opinions and that she “needs to develop more diplomacy and knowing when not to push things”. Another said she needs to “be more open-minded sometimes and step back and evaluate things more and not make quick decisions”. Her current supervisor also acknowledged that trait of hers but stated strongly while, she is a “counter-puncher” she does it in an “appropriate and disarming way”.

[REDACTED] certainly is a very qualified municipal engineer who has also developed some important administrative skills during her 20 year plus career. She also has a strong personality which you want in a leader. This combined skill set could make her a very good city administrator. However, among the questions about her that arise from the her reference interviews are 1) does she have the requisite relationship management skills necessary for her to be effective in [REDACTED]?, 2) given her proclivity to switch positions in her career (it seems



that she moves on when things become difficult and major challenges occur) would she last very long in [REDACTED]? , and 3) does she have the organizational development skills and abilities that [REDACTED] desires in its next city administrator (nothing on her resume or from what I have learned about her would indicate that she has led or fostered organizational change)?

**REFERENCES USED:** Marv Calvin; Former Fire Chief and Current Mayor, City of Wiilmar, MN; Paul Janssen, Former Mayor, City of Pine City, MN; Paul Miller, Council Member, City of Pine City, MN; Mel Odens, County Engineer, Kandiyohi County, MN and Pat Oman, County Administrator, Mille Lacs County, MN

**POSITIVE SKILLS:** "Very knowledgeable in all facets of municipal engineering" "Very aware of the industry (municipal engineering) as a whole...has served as both a private sector consulting engineer and in various municipalities" "Great organizational skills and very analytical" "Civil engineer who knows her stuff...can's snowball her" "As an engineer she is very good at deciphering what is important and what is not" "Very good work ethic...not afraid to do the right thing and fight for it" "Great at multi-tasking and highly skilled project management skills"

**FIRST IMPRESSIONS:** "Good engineering background...good knowledge of consulting engineering as well as local government...has the ability to see the whole picture not like a lot of engineers who are so closely focused on one thing" "Willing to meet the citizens at their level and can handle difficult situations" "She gets to the point quickly and not afraid to make her point" "She is open to talk and doesn't form opinions right away...open to listen" "She is driven person who when she wants something she goes after it" "Has a good presence around people and is 'disarming' in that she can counter punch with people but does it in an appropriate way"

**SKILLS TO WORK ON:** "Be a little more open-minded sometimes...especially as an administrator she would need to step back and evaluate things more and not make quick decisions" "Not a lot of weaknesses...I hated to see her leave [REDACTED]" "She is a very forthright and direct person and sometimes this works against her...more diplomacy and knowing when it is better to not push things" "She has had very positive reviews from me but of all the areas that she would need to deal with, finance is an area she needs to work on"

**RELATIONSHIPS WITH:**

**ELECTED OFFICIALS-**"Respected by them and is always factual...they listened to her even when there were contentious DPW issues that she advocated for that some necessarily didn't agree with" "As Mayor, I think I worked with her well but some council members tried to control her and but she managed that" "Generally supportive but some council members wanted it their way and she pushed back" "Respects their opinions and listens to them but is strong in her own too" "I've received positive feedback from our county commissioners about her...she serves as county administrator in my absence and has a strong relationship with them and is good at educating them on issues"

**DEPARTMENT HEADS-**"At the staff level she got along well but, like a lot of driven people, she butted heads with some people but was good in working with difficult people" "Very relatable and willing to step in and help educate them to make them better" "Has very good working relationship with her boss and others in county government" "Had to deal with a lot of long tenured city employees who made it difficult for her but she worked through it" "I appointed her as our HR Director and she needs to work cooperatively with them on hiring and other employment issues but

she has the last word” “Very cordial relationship with them...worked well with a particularly difficult Finance Director”

**CITIZENS AND MEDIA-**“Never heard a complaint about her, people maybe didn’t like what she had to tell them but they invariably understood why she said it” “Nobody can pull anything over on her” “Always listened and brought their concerns forward to the Council when necessary” “Gets to the point quickly but is disarming in how she explains things”

**COMMUNITY INVOLVEMENT:** “Lived thirty miles away so was not very involved in civic affairs but is willing to attend events that are job-related” “Very family-oriented-didn’t see her in community much” “Lives in another county but is involved in her kid’s activities which consume a lot of her free time” “Good at community relations”

**REASON FOR SEEKING NEW POSITION** “Good employees like her will look for opportunities like the one in [REDACTED] and I have encouraged [REDACTED] to improve herself financially and professionally” “I think that they have piled all this work and extra duties on her in Mille Lacs and they lack enough resources” “Not sure...professional advancement...she moves around a lot” “I think that she wants to be in the top chair again” “Professional advancement probably...your call is a surprise because I didn’t know she was looking”

**PERSONAL** “Nothing at all” “Can’t imagine anything” “Not that I aware of-he seems like s pretty straightforward person and has high degree of integrity” “Can’t think of anything-we did thorough background check when she was hired” “Nothing...we did background when she was hired two years ago and nothing since she came to the county”

**OTHER COMMENTS:** “Tremendous asset to any organization...was going to approach her about being our city administrator in [REDACTED]” “Would certainly hire her again...did a fabulous job for us in [REDACTED]” “Great person who is very analytical and I think would do a great job for [REDACTED]...small town politics did her in in [REDACTED]” “Not a maverick but she just does her job well” “I’m very excited about this opportunity for her...best picture I can paint for you (of Holly) is that she is a very well qualified engineer but she had broader skills than that in HR and DPW and has performed a wide variety of jobs”