

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: September 3, 2020

DATES OF REPORT: August 22, 2020 through September 3, 2020

1. Accomplished/Completed

2. Coming Up/Working On

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

3. Town Board Agenda – Information/Comments

- American Tower Proposal. Micaela or I will provide you with updated information when we receive it from the Town's attorney.
- Hiring Process/Time Line for Town Administrator. PAA will be releasing a video next week to entice folks to apply for the position. They have already received three applications and I spoke with an interested person yesterday as well who sounds like he will submit an application.
- Plan for COVID-19 Response for Emergency Services Volunteers. You have received the final document.
- Direct Sellers Ordinance. You have received an amended draft for your review.
- Bids for Equipment. Bids for Town equipment for sale will be opened at this meeting.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

- Nothing to report.

6. Lawsuits/Legal Issues

- Town Board members have been advised of any updates.

7. Comments/Other Information

- The ESB structure will now be delivered on 9/9/20 – we are right on schedule with construction.
- I am working on rewriting the Town's Personnel Policy – not sure yet when I might have a first draft. I am also working on updating ordinances, starting with the Airport Ordinance.

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SEP 3 2020

Initial: dg

August 2020 Public Works Report

Roads

- The Chippewa Trail turnaround project was completed. Thanks to the property owners for the easement.
- A rotted and shallow culvert near the southwest end of North Shore Rd. was replaced with plastic pipe and laid with as much cover as possible.
- Pete has been taking advantage of weather conditions and grading gravel roads as much as he can, and I think he's doing an excellent job with the material available. We have many more ditching areas planned into next year and beyond.
- We will be out mowing the shoulders with the TV145 disc cutter one more time before Labor Day.

Parks

- Another Memorial bench was installed on Capser Trail, not too far from the Big Bay Road trailhead. It's a nice spot to sit under the pines.
- Over the course of the summer, Meg and Ciara have done a great job cleaning up, managing the flowers, staining the weathered lumber and siding, and other details at both Joni's and the Whitefish bathrooms. They are both heavily used facilities and I think they look better than ever.
- BBTP will be slowing down in the next few weeks, and it was a very busy summer despite a pandemic. Reminder that camping rates for 2021 have increased \$5.
- Thanks to Olivier Vrambout, Shyne Automation Inc., and all the other volunteers and helpers for their generous donations of time, money, and labor to make the new Island Skatepark ramp a reality.

MRF

- After a year and a half of discussion, contracting for operational analysis, and an island-based work group, the Town Board voted unanimously to once again have the M.I. MRF be placed under the umbrella of Public Works. This includes further research into all aspects of operations, which were laid out clearly in an article in the last Gazette. Site clean-up and improvements have begun in earnest and will continue aggressively as time and weather allow into the fall season. We will be removing stockpiled material and transporting recyclables as much as possible. I will be meeting with the DNR rep on-site in September. During the upcoming months I will be looking into new payment options, making significant adjustments to the 2021 fee schedule, and collectively the crew and I will thoroughly examine, repair, and reform the layout of the main processing building for maximum efficiency. I can always be reached at foreman@townoflapointewi.gov to answer questions or dispel rumors about this transition, which has been taking place for a long time.

Misc./Admin

- I will be working on and reviewing the Roads, Parks, MRF, Cemetery, and Airport budgets next month. 2020 has been an inexplicable year thus far in so many aspects. You can truly only 'do what you can do' at times, but efficient and responsible allocation of your tax dollars is of utmost importance to me when prioritizing the needs of this municipality.

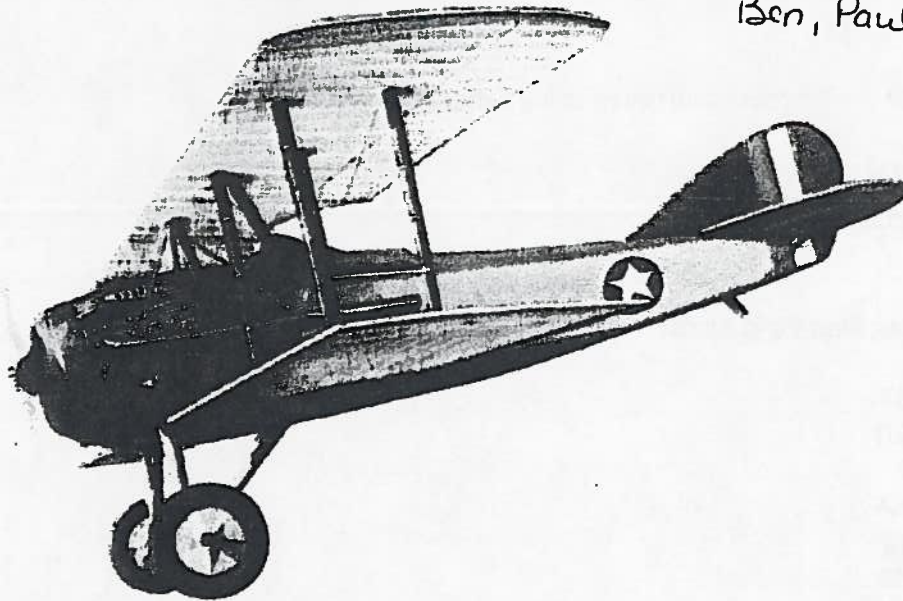
Respectfully submitted,
Ben Schram, Public Works Director

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SEP 3 2020

Initial: dg

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



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 09/03/2020

Re: Monthly report for August 2020

During the month of August our airport was issue free I

Record traffic counts. Every tie down in use 8/15

Attached are logs / checklists

Thanks!

Paul

Cover + 10

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SEP 3 2020

Initial: dg

August 2020 Traffic count and revenue log / checklist

Drop box receipts \$ 350.00

The following filed flight plans:

**8/01 N40033
8/02 N770BD
8/02 N30TP
8/04 N480CA
8/04 N192AF
8/04 N54589
8/04 N7374U
8/04 N400TV
8/04 N37FB
8/05 N37FB
8/06 N346BA
8/06 N876FM
8/06 N30TP
8/06 N989PS
8/06 N922JM
8/07 N2904R
8/07 N192AF
8/07 N5889V
8/07 N38968
8/07 N200NW
8/08 N2731T
8/09 N229TA
8/10 N788JN
8/10 N7165N
8/11 N30GE
8/11 N82821
8/12 N9774B
8/12 N87MC
8/12 N229TA
8/13 N229TA
8/13 N9054C
8/14 N192AF
8/14 N1074W
8/14 N9238K
8/14 N37FB
8/14 N200NW
8/14 N218MN
8/15 N9253T
8/15 N600BZ**

(1)

8/15 N346BA
8/15 N418ES
8/15 N9660H
8/15 N172YH
8/15 N418CS
8/15 N4726J
8/15 N2731T
8/15 N46308
8/15 N77JP
8/15 N1756R
8/15 N381LJ
8/15 N9238K
8/16 N28879
8/16 N711RB
8/16 N129AX
8/16 N802CD
8/18 N5533T
8/18 N192AF
8/18 N4267T
8/18 N28CN
8/18 N56088
8/18 N2014Y
8/19 N30TP
8/20 1592L
8/21 N200NW
8/21 N1592L
8/22 N3506Y
8/22 N30TP
8/22 N1592L
8/22 N192AF
8/22 N104FM
8/23 N162AW
8/23 N630FT
8/23 N87403
8/23 N2672Q
8/24 N75NL
8/24 N3968N
8/26 N21PL
8/27 N177BL
8/27 N346BA
8/27 N8654A
8/27 N30TP
8/28 N192AF
8/28 N200NW
8/29 N4538W
8/29 N2405M
8/30 N817LL
8/30 N9030A

(2)

8/30 N4611F
8/30 N29239
8/30 N9774B
8/30 N1861F
8/30 N817LL
8/31 N192AF
8/31 N291MT
8/31 N100IG

See attached sign in sheet for additional traffic count.

5

(3)

8/20 Terminal log

8/1	Ken & Emily	N4354	2	PL	K44R	
7/31	D. DeRozes	3630S	3	P	RGR	
8/1	Chris Bosch	N5170R	3	P	KFCM	763 257 5146
8/4	John Ostrobrat	N5156R	2	P+Training	KFCM	
8/4	T. van. Overy	N1100TV	4	P	KASX	231 633 0324
8/4	Emiro Chico	N54589	2	Training	KFCM	
8/5	F.260 Sweet	N1170L	2	PL	C77	

(1)

8/20 Terminal log

WELCOME TO 4R5						
DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
8/6/20	Dan Marple	N538 PD	1	Stamp	LORD	
8/6/20	Lyle Berger	N75 LM	1	Stamp	KBR	
8/6/20	Larry Gordon	N192VT	1	Stamp	W23	
8/6/20	Emory Day	N989PS	4	Dinner	KDLH	
8/7/20	David Boyd	N2904R	4	Day Trip	KMIC	
8/7/20	GARY CARTER	N38948	2	Lunch	KARR	
8/7/20	Kyle Henderson	N7105N	2	Resure	KRST	
8/11/20	Paul Carlson	N30GE	3	Pleasure	KAZO	269 998 2120
8/12/20	Dan Hammers	N6607P	2	Day trip	SLY	
8/12/20	Mike Stephan	N5132P	2	Pleasure	KFM	
8/13/20	Terry Tichenor	N90540	2	Pleasure	BKD	781-223-0258
8/13/20	Don Arnold	N248DB	2	Pleasure	W148	16) 977-0022
8/14/20	James Smith	N9912X	4	Pleasure	C37	608 209 6178
8/14/20	Sara Buddie	N218MN	3	Pleasure	DLH	
8/14/20	Dale Inden	N92381C	1	Pleasure	PWC	503 382 400

10 40 20 20

8/20 Terminal log

WELCOME TO 4R5						
DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
8/11	GARY Lemastou	73575	2	Pleasure	CRQ	
8/11	Louis LaVine	N172YH	2	Pleasure	KOEO	
8/15	Adam Jensen	N28095	2	"	KSUW	
8/15	Joe Waggoner	N47203	2	"	KANE	
8/15	Michael Joe Weidner	N38125	2	Pleasure	HFCM	
8/15	Jacob Doran	N6410A	2	"	KSPW	10
8/15	Ashley Ginter	N61594	1	Fun!	KZOS	
8/13/15	Dwight Combe	N9235P	4	Inspecting Parks Remedy/KMWC		30
8-16-	Skip + Joan Cary	N28879	2	Pleasure	KMIC	20
8/16	Georgijevich	N4276A	2	P	DZS	
8/16	John Morris	N711RB	2	P	KRST	
8/16	Kenny Lessard	N129AX	2	P	KRST	
8/16	Russ Krause	N2789U	2	P	KRZW	20
8/16		N843AC				
8/16		N13PK				40

12/21

8/20 Terminal log

WELCOME TO 4RS

DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
8/17	Robert Edwards	318TS	2	P	KMSA	608-358-6815
8-18	Bgs Mickelson	5533T	1	P	KSGS	651-210-533L
8-18	Samy Tice	2014Y	1	P	MIC	9527157234
8-21	D. Donkers	3630S	4	P	KRGK	
8-21	T. Slater	61750	4	P	681S	
8-23	Brian Becker	2150T	2	P	KFOD	
8-23	Adam Ailchouni	630FT	2	P	KSYN	612-756-4908
8/24	D. Bernier	75NL	3	B	SX	
8/24		N87403				
8/25		3968				
8/25		2672Q				
8/26	D Wendt	N21PL	4	P	KFem.	
8/27	Cliff Carter	N712P	2	P	BDH	817-681-1946
8/27	Reggers Faden	N177LF	1	P	KPCWK	847 312 8805
8/27	Davis Montgomery	N177BL	2	P	KARR	708-267-3095

8/27 Steve Remes

N229TA

3

D

(4)

20

20

40

10

8/20 Terminus 1 log

WELCOME TO 4R5						
DATE	PILOT'S NAME	N-NUMBER	NUMBER ABOARD	BUSINESS/ PLEASURE	FLIGHT ORIGIN	CONTACT
8/29/20		4538W				
8/29/20	GREG HUBERTY	77507	2	Pleasure	KAN-E	
8/29/20	DREW LEHMAN	531C	2	Pleasure	KCAF	
8/29/20	Don Stevens	7970P	1	P	KtoB	
8/29		228WB				
8/29		8654A				
8/30	Don Stevens	4276A				
8/30	Brian LEFT	8378L	2	P	Passport stamp	
8/30	Michael Wagner	9774B	1	P	HVR	
8/29		12594				
8/30	Wally	4611F	5	P	YZ3	

10
20
10
10

(5)

Run 1 total records

Available Reports	Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	Organizati...	Sta
Civil Airport Coordination Report	57565166	08/023	IGRB 08/023 4R5 RWY 04 PAPI U/S 200803...	4R5	Paul	airport@to...		08/
Civil Airport NOTAM Report								
GPS NOTAM								
NOTAM Action Report								
USNS NOTAM Action Report								

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	08/01/2020
Date Range (End)	08/31/2020

8/20 NOTAM

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

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this Aug day of 27, 2020 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the Lessor, and Paul's Mechanical (Paul Wroblewski) address 716 58th St city La Pointe, state WI, zip code 54891, telephone number 715-209-2080 email address Paul@paulsmechanical.com hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial Zone located at the Major Gilbert Airport in the Town of La Pointe, Ashland County, Wisconsin, and said Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for the permitted uses:

- | | |
|---|--------------------------------|
| 1. Aircraft/Airplane Hangar | 7. Junk/Salvage Yard |
| 2. Automobile Sales Establishment | 8. Light Industry |
| 3. Automobile Service and Supply Facility | 9. Public Service Utility |
| 4. Contracting and Building Storage and Service | 10. Public Utility |
| 5. Forest Crops and Products | 11. Transportation Facility |
| 6. Fuel Storage Facility | 12. Warehouse/Storage Facility |

WHEREAS, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the La Pointe Zoning Ordinance.

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial Site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this lease.

1. **TERM.** Lot #3. The term of this lease shall be for a period of ten (10) years, commencing on August 1, 2020 and ending on December 31, 2030. Lessee can request an extension of the current lease of up to 120 days from the end of lease if request is made prior to termination date if not renewing the lease.
2. **RATE.** The Lessee agrees to pay the 2020 rate of \$815.00 plus the Consumer Price Index (CPI-U for the 12 months ending December) beginning January 2021. It is understood and agreed that the rental charge per year per lot for the leased premises shall be increased annually by the CPI-U for the 12 months ending December. In addition, the Lessee shall pay the annual personal property taxes pertaining thereto as they become due and payable.

The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received after 30 days after the date of billing.

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AUG 31 2020

by Lisa P.

3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial Zone. Despite the lack of any such obligation the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
 - B. The Town will provide the site - the site is leased "as is". Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
 - C. Location of buried utilities is the responsibility of the Lessee.
 - D. All metered service charges are the responsibility of the Lessee.
 - E. The Lessor reserves the right to approve the style, color, and size of any buildings erected on the premise. New buildings constructed will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
 - F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Public Works Director. Lessee will obtain all necessary permits.
 - G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed then in consideration of the agreements herein contained, at the termination of this lease agreement, Lessee at its option shall have the right to elect either of the following:
 - 1. To remove buildings and any equipment and attachments hereto from Lessor's property. ~~Any removal, including removal of all debris, shall be the obligation of the Lessee.~~ Lessee shall restore Lessor's property to its original condition. If the building is removed it shall be done within sixty (60) days of the end of the lease. If the building is not removed by the end of the lease period Lessee shall be responsible for another one (1) year rental payment.
 - 2. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property that the Lessee currently leases.
4. **ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin and the United States of America.
 - B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.
 - C. The Lessee is advised that the subject property is located at the Major Gilbert Airport in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.
 - D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
 - E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.
6. **HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and

all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.

- B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
 - C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.
8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.
9. **MAINTENANCE AND PROTECTION**
- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
 - B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
 - C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine the area to be offensive the Lessor may request that the area be surrounded by a fence or wall to keep said area screened from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
 - D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
 - E. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area by the Lessee. The Lessor may grant an extension of time if it appears such extension is warranted.
 - F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
 - G. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the aforesaid development of the airport requires the relocation of the Lessee, the Lessor

agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove the building and all appurtenances thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the thirty (30) days allowed Lessee to remove the building at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If the Lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

11. TERMINATION. In consideration of the agreements contained herein, at the termination of this lease agreement, on or before December 31, 2030, Lessee at his/her option shall have the right to elect either of the following:

- A. To remove any building and any equipment and attachments hereto, from Lessor's property in the Industrial Zone. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building, equipment and attachments and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.
- B. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the

airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

By:

Paul Elser

Date:

8-27-20

TOWN OF LA POINTE, Lessor

By:

Town Chairperson

Date:

Attest:

Town Clerk

(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 13 2020

dg.

* copy w/ original contract

9/8
Agenda
Opening Bids

TOWN OF LA POINTE EQUIPMENT AUCTION



1993 Ford L8000 tandem axle dump truck with belly blade/scraper, wing, and plow attachments. Still runs. 132,272 miles.

MINIMUM BID \$10,000.00



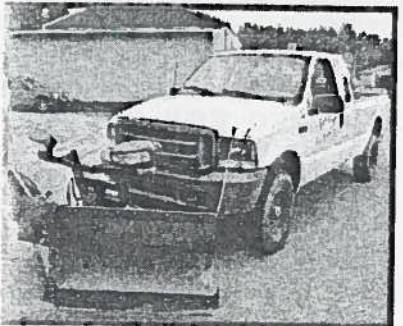
2007 Ford Escape; 144,046 miles. Projected repairs include front brakes, rear wheel bearings, alternator, exhaust pipe and flex tube, front ball joints.

MINIMUM BID \$4,000.00



2011 Ford Explorer; 145,000 miles. Used motor installed in 2017; has suspension issues and needs tires.

MINIMUM BID \$5,000.00



2003 Ford F250 4x4 with 8' 2" Boss Power V snowplow; truck has 187,000 miles.

MINIMUM BID \$5,000.00



CONDITIONS OF AUCTION—
Equipment sold "As Is". Sales are final.

Buyer must haul by 9/18/20.

AUCTION ENDS— 9/8/20.
Deliver bids to the Town Hall.

BIDS will be opened at 5:30 P.M. on Tuesday, Sept. 8

.....
ITEMS CAN BE SEEN AT 797 Big Bay Road (Town Garage). For more information, contact Ben Schram at 715-747-6855 or at foreman@townoflapointewi.gov

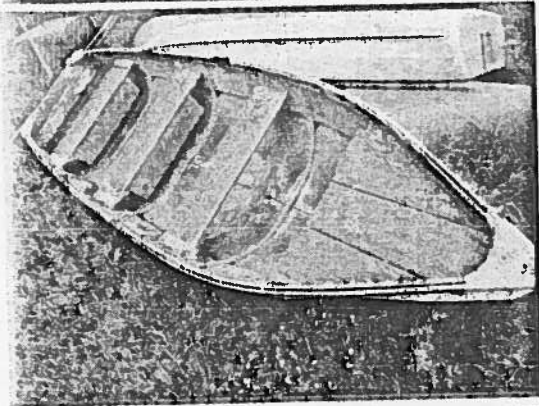
NOTE: 5.5% sales tax will be applied to all purchases (bids).

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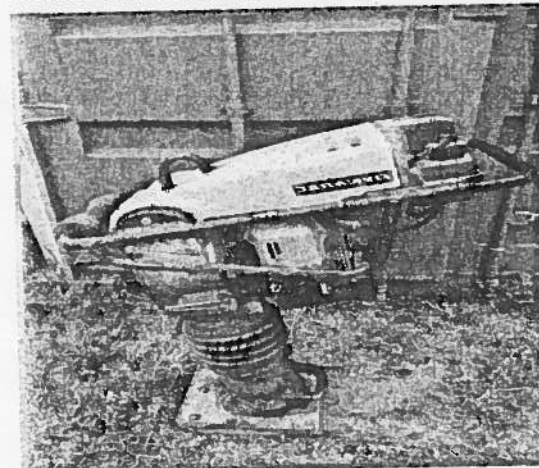
Initial: *CS* *Jon Micucka*

TOWN OF LA POINTE EQUIPMENT AUCTION



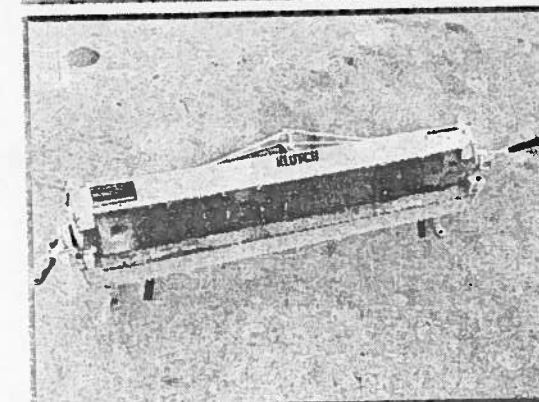
**13' aluminum and
wood rowboat**

**MINIMUM BID
\$30.00**



**Dynapac jumping
jack with 3 hp Hon-
da motor – needs
work.**

**MINIMUM BID
\$50.00**



**48" Box and Pan
Brake – like new.**

**MINIMUM BID
\$400.00**



**2004 Ford E-350 Type 11 Van; 19,843 miles. Dents on
roof, otherwise body in good shape. Needs new battery.**

MINIMUM BID \$5,000.00

CONDITIONS OF AUCTION

Equipment sold "As Is".
Sales are final.

Buyer must haul by
9/18/20.

AUCTION ENDS— 9/8/20.
Deliver bids to the Town
Hall.

**BIDS will be opened at
5:30 P.M. on Tuesday,
September 8, 2020**

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**ITEMS CAN BE SEEN AT 797 Big
Bay Road (Town Garage). For
more information, contact Ben
Schram at 715-747-6855 or at
fore-
man@townoflapointewi.gov**

**NOTE: 5.5% sales tax will be
applied to all purchases (bids).**

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

Chapter 345

DIRECT SELLERS – DRAFT 8/26/20

GENERAL REFERENCES

Streets and sidewalks — See Ch. 394.

Zoning Ordinance

- § 345-1 Direct sales.
- § 345-2 Definitions.
- § 345-3 Standards.
- § 345-4 Prohibited practices.

§ 345-1 Direct sales.

It shall be unlawful for any direct seller to engage in direct sales within the Town of La Pointe unless the direct seller is selling on private property in the Commercial Zone or is included in a special event permit issued by the Town Board.

§ 345-2 Definitions.

In this chapter, the following terms shall have the meanings indicated:

DIRECT SELLER. Any individual who, for him/herself, or for a partnership, association or corporation, sells goods or services, or takes sales orders for the later delivery of goods or services, at any location, whether temporary or permanent within the Town of La Pointe, other than the permanent business place or residence of said individual, partnership, association or corporation, and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of goods includes donations required by the direct seller for the retention of goods by a donor or prospective customer.

GOODS. Includes personal property of any kind and shall include goods provided incidental to services offered or sold.

PERSON. All humans of any age or sex, partnerships, corporations, associations, groups, organizations and any other description of a collection of human beings working in concert or for the same purpose or objective.

§ 345-3 Standards.

A. Direct sellers shall only operate on private property in the Commercial District. Refer to Zoning District map.

B. Direct sellers shall not block or obstruct a curb cut or public walkway.

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Initial: dg
from Lisa P

C. Direct sellers shall not drive stakes or other similar devices into streets or sidewalks, or to any structure (building, light pole, signs, benches, etc.) without written permission of the Town.

D. Signage must be consistent with the Zoning Ordinance, Section 5 – Signs. No off-premises signage is allowed.

E. The private property owner is responsible for securing adequate liability insurance from the direct seller if they so choose.

F. The Town Board shall have the right to approve a special event permit for any person or organization for any special event on Town property or right of way.

§ 345-4 Prohibited practices of direct sellers.

A. No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles.

B. No direct seller shall make any loud noises or use any sound-amplifying device to attract customers. All direct sellers shall comply with the noise ordinances in Chapter 336.

C. No direct seller shall allow rubbish or litter to accumulate in or around the area in which he or she is conducting business.

#2020-0324 ALTERNATIVE CLAIMS(5) TB, Lisa, Barb, Michaela,
Carol, Public**August 2020**

Date	Payable to Who	Check #	Amount	Description
8/12/2020	Anich, Wickman & Lindsey	78132	2,200.00	TownDock, Kale, TA, COVID Mask
""	Bayfield Ace Hardware	78133	114.91	Parks-Roundup, hose, watering can
""	Bremer Bank	78134	193,432.93	Final 2008 loan Gravel, Fire Truck
""	Carlson building Supplies	78135	56.07	Rds Shop: Brush, hammer anchors,
""	CIGNA	78136	1,232.25	Duplicate ambulance payment
""	Digger's Hotline	78137	22.40	July notices, pre-paid remainder
""	Election Systems & Software	78138	358.87	9/2020-08/30/2021 Election service
""	Evan & Evan Landscaping	78139	280.00	Mini-Excavator rental Equasayway
""	Island Gazette	78140	243.00	4/14-5/13/2020 Reg TB minutes pub
""	Island Septic	78141	1,870.00	7/14-7/30 pumpouts
""	JB Systems, LLC	78142	149.85	Aug - Oct Web site hosting
""	L & M Fleet Supply	78143	57.78	MRF Tarp straps self-hauling
""	Lakeside Products	78144	261.75	BBTP - soaps, gloves, TP
""	Lulich Implement, Inc.	78145	4,550.00	Rental Mower 40 hrs, blades
""	Madeline Island Ferry	78146	2,682.75	July ferry & freight
""	Madeline Island Yacht	78147	70.97	Parks, FD & MRF gas, Rds hardware,
""	Midland Services	78148	211.61	Diesel in MRF Rolloff truck
""	NAPA-Washburn	78149	519.98	Parks, Roads filters, tune up, DEF
""	Norvado	78150	1,332.75	August phones, fax, DSLs
""	Olson Building Materials	78151	160.00	Savete mix for Alton Memorial bench
""	PowerPlan	78152	949.95	Service call for 772 not starting
""	Pryor Learning Solutions	78153	299.00	B Schram membership annual
""	Sievers, Lucy	78154	1,269.50	Repair of town damaged fence
""	Stainless Software, inc.	78155	1,402.00	July BBTP reservations fee @ \$2 ea
""	Superieur Petrol	78156	2,899.21	Gas & Diesel for storage tanks
""	Twin Ports Testing, Inc	78157	7,551.25	- July soil work ESB
""	Unemployment Insurance	78158	539.58	July unemployment Law Enforce/MRF
""	Vantage Flex , LLC	78159	52.00	August Admin - Section 125/Flex
""	Verizon Wireless	78160	249.30	-7/21/2020 Cell phones, Rds iPads, Law
""	Waste Management of WI	78161	4,961.28	July disposal fees Solid Waste/DemCon
""	Wendel Architecture, PC	78162	30,889.20	-6/30/20 construct mgment, fees
""	WI Dept of Justice - Info	78163	35.00	Background cks license holders
""	Xcel Energy	78164	402.11	Street lights, cemetery, Cadotte housing
""	Xerox Corporation	78165	55.30	6/30-7/22 copier use 10,054 copies
8/11/2020 TB Meeting vouchers:			\$261,362.55	Under Resolution #2020-0324

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Date	Payable to Who	Check #	Amount	Description
8/25/2020	Andres Medical Billing, LTD	78176	146.90	July collects 330.87+648.46=\$979.33 x 15
""	Ashland County Clerk	78177	506.33	Spring election & 2020 Annual WisCote
""	Axel's Saw & Tool Sharpening	78178	61.83	Parks blower parts
""	Cadotte, Alice	78179	700.00	Sept Police housing Rent
""	Cardmember Service (LP)	78180	225.58	Adobe full for Dorgene, TA adobe, Uber
""	Cardmember Service (TMP)	78181	28.93	Midland Gas put in MRF truck
""	Cardmember Service (TWE)	78182	89.11	Grease & grease gun, 2 Flags for ESB
""	Cardmember Service (WJD)	78183	85.24	Amazon Office supplies, hose nozz & plu
""	Cardmember Services - (BTS)	78184	1,984.81	Amazon, Safety shirt, toilet repair kits, r
""	Deere Credit, Inc.	78185	1,815.17	Rental #444 Pay #13/#36
""	Doane Distributing	78186	22.50	10 empties, 19 returns not all sent over
""	Emergency Medical Products	78187	53.14	Large Hot packs, COVID-19 masks
""	Evan & Evan Landscaping,	78188	280.00	Mini-excav rental North Shore Rd Culvert
""	General Fire Equipment Co., inc.	78189	92.38	HD laptop Mounting Base
""	Godfrey & Kahn, S.C.	78190	660.00	open records, grievance, Mask require,
""	Green Lights Recycling, Inc.	78191	1,201.65	1,136.70lbs electronic, 1 dehumid
""	Island Septic	78192	2,800.00	Porta Potties 7/9-8/3 MICofC reimbursed
""	L & M Fleet Supply	78193	113.81	MRF Hand sanitizer, wipes COVID-19
""	L & M Fleet Supply	78193	129.75	Rds torch head, wrench, driver, sockets
""	M.I. Chamber of Commerce	78194	7,756.36	July-August collections 2nd Qtr x 70%
""	Madeline Sanitary District	78195	281.56	2017 Deliq Nelson, C
""	Menards - Superior	78196	126.41	Rds hammers, levels, mallets
""	One Guy Plumbing	78197	1,943.94	Replace SRE LP water heater
""	PowerPlan	78198	103.82	MRF 310 & 410 misc parts picked up
""	Quill Corporation	78199	229.96	Clerk printer inks, misc office supplies
""	Superieur Petrol, LLC	78200	2,400.41	849.40 gals Diesel @ \$2.826 delivered
""	ULine	78201	224.90	BBTP Utility: Panel rack, 6 totes & lids
""	United Truck Body Co., Inc	78202	737.86	Roads 2016 1 ton dump box repair
""	Vrambout, Olivier	78203	1,200.00	Skatepark Ramp Kit surfacing
""	Wal-Mart Community BRC	78204	50.61	Thall batteries, Law misc supplies
""	Xcel Energy, Inc.	78205	1,722.34	-8/05/2020 Electrics

8/25/2020 TB Meeting vouchers:

\$27,775.30

Under Resolution #2020-0324

AUGUST 2020 TOTAL:

\$289,137.85

Processed Under R#2020-0324

ALTERNATIVE CLAIMS 2020

August 2020

Date	Payable to Who	Check #	Amount	Description
8/10/2020	Northern State Bank	78131	11,547.53	Pay #20/#60 Windsleds,Amb/Unknowns
8/10/2020	Dept of employee Trust funds	EFT#09-02020	20,102.92	Sept Health Premium + Aug MRF
8/13/2020	Oasis Payroll #17		49,278.38	Payroll ending 08/08/2020 taxes & fees
8/13/2020	Employer/Deferred Comp	EFT#6042	75.00	Payroll #17 Deferred Employee Contrib
8/13/2020	Ashland County Zoning	78166	300.00	RipRap permits O'Brien,Griggs
8/13/2020	Wren Works, LLC	78167	180,060.80	Balance of Pay Request #4
8/17/2020	Madeline Sanitary District	78168	10511.08	2019/2020 Settlement
8/17/2020	Ashland County Zoning	78169	150.00	Joni's Beach fill/grading permit
8/26/2020	WI Dept of Revenue	EFT#07-2020	1,747.79	July sales tax collected & calculated
8/27/2020	Employer/Deferred Comp	EFT#6043	75.00	Payroll #18 Deferred Employee Contrib
8/27/2020	Oasis Payroll #18		42,824.22	Payroll ending 08/22/2020 taxes & fees
8/27/2020	Wisconsin Retirement System	EFT#08-02020	9,004.49	August Retirement & employee contributions

AUGUST 2020 TOTAL:

\$325,677.21

ALTERNATIVE CLAIMS 2020

August 2020

MI Public Library "MIPL"

Date	Payable to Who	Check #	Amount	Description
8/18/2020	Library Board approved vouchers		2,085.55	
8/20/2020	Amazon	78170	826.52	Library Board approved voucher
" "	Cardmembers Services (LS)	78181	381.62	" " " "
" "	Chipman, Tracy	78182	360.00	" " " "
" "	Madeline Island Ferry Line	78173	342.50	" " " "
" "	Norvado, Inc.	78174	155.61	" " " "
" "	Wal-Mart Community, BRC	78175	19.30	" " " "

AUGUST 2020 TOTAL:

\$2,085.55

0.00

TB (5): TPC (5): Clerk (1): File (1): Town Staff Email (5): Posting (3)

TB (5) Lisa, Paul, Michael.
Public

**TOWN OF LA POINTE
SPECIAL TOWN OF LA POINTE
WORKSHOP**

ON 9/8 agenda for
tracking purposes -
Thanks! Michael

Town Board and Town Planning Commission

**MOBILE VENDORS
WEDNESDAY JULY 15th, 2020**

Mobile Vendors

Town Board Members in attendance: Jim Patterson, Chair; Mike Anderson; John Carlson and Glenn Carlson. Sue Brenna joined this workshop at approximately 4:40PM.

Town Plan Commission in attendance: Suellen Soucek, Chair; Mike Starck, Vice Chair; Jim Peters; Samantha Dobson and Paul Wilharm.

Town Staff: Lisa Potswald, Town Administrator and Ric Gillman, Zoning Administrator

Public Present: Charles Brummer, Paul Brummer and Michelle Phillips

I. The workshop will be called into session by the Town Chair

The workshop was called into session @ 4:32PM Roll call of the Town Board reflects attendees as listed above.

II. Public Comment*

Charles Brummer states he hopes vendors would be limited to the Commercial District and not allowed on other Town properties. Paul Brummer read a statement into record and will be included in the filing of these minutes. Copies of this letter are available by request.

III. Zoning Department Presentation/Review including discussion between the Town Board and Town Plan Commission

- a. Current Ordinance
- b. Related Ordinance
- c. Related Issues and concerns

The Chair turned the informational presentation over to the Zoning Administrator and handout materials were read with some discussion. Copies of these materials are available at request.

IV. General Discussion (inclusive of public)

There was a general discussion related to the needs of limitations and possible ordinance which may relate to this matter. Glenn Carlson posed the question whether the Town could prohibit Mobile Vendors. The answer is unclear; however, our neighboring City of Bayfield prohibits Mobile Vendors except during Applefest.

Agricultural Products and related ordinances were discussed and emphasized. Primarily one can sell products grown and produced on their property but may not purchase wholesale product elsewhere and off it for sale. Further discussion related to the definition and provision of Open-Air Market. A Vendors Permit does not apply to nor infringe on these existing ordinances.

Michell Phillips, Paul Brummer and Charles Brummer were active participants in this discussion along with the Town Board and Town Plan Commission.

Ric Gillman stated the Town Plan Commission is advocating for regulation of Mobile Vendors in the absence of any related ordinance.

TB (5): TPC (5): Clerk (1): File (1): Town Staff Email (5): Posting (3)

Glenn Carlson asked the Chair Patterson to canvas the Town Board for opinions related to the matter at hand. There was a consensus that Mobile Vendors should only be allowed on private property in the Commercial Zone. It was the consensus of the Town Board that Mobile Vendors should not be allowed on Public or Town Properties, with exceptions to annual events, fundraising opportunities and other relative activities as approve in advance by the Town Board.

Lisa Potswald offered to join Ric Gillman in drafting language related to such.

V. Adjourn

Mike Anderson moves to adjourn, Glenn Carlson seconds, all ayes motion carries.
Adjourned at 5:18PM

A recording of this meeting is filed on the Zoning Departments Computer along with the follow-up Town Plan Commission meeting. Due to the social distancing protocol and face masks, much of this recording is inaudible.

Respectfully submitted by Ric Gillman, Zoning Administrator 7/16/20

TB ⑤ Lisa, Barb, Micaela,
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY AUGUST 25, 2020
5:30 PM AT TOWN HALL
Draft Minutes**

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

Town Board Members Absent: John Carlson

Staff Present: Lisa Potswald, Elected Clerk Micaela Montagne

Called to Order: 5:30pm

I. Public Comment A*: M. Anderson commented that Sharon Zanto of the Madeline Island Chamber of Commerce followed up with him that in 2019 52.7% of the Chamber budget was used for tourism promotion and development (State requires at least 51%).

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated August 21, 2020 placed on file by Unanimous Consent.

III. Public Works

A. Roads

B. Parks: An individual is working to raise money to improve the Skate Park.

C. Town Dock

1. Contract Extension with SmithGroup for Dock Project through 6/30/2021:
Motion to table, M. Anderson/ G. Carlson, 4 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Report prepared by Ric Gillman through August 20, 2020 placed on file by Unanimous Consent. Permits and revenue are down a bit from 2019 but not by too much.

B. Energy Committee

1. Appointment of Member for Three Year Term Ending August 23, 2023:
Motion to appoint Robin Trinko Russell for the three-year term ending 8/23/2023, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

V. Town Hall Administration

A. Accounting Administrator's Report: Due to the next Town Board meeting being the day after Labor Day and payroll, financial reports will be delayed to the following meeting. Motion to approve the report prepared by Barb Nelson for August 2020, G. Carlson/ S. Brenna, 4 Ayes, Motion Carried.

B. Budget Summary Comparison Report: Motion to approve the report dated 8/17/2020, G. Carlson/ S. Brenna 4 Ayes, Motion Carried. Discussion on how for the most part departments have been doing well on keeping 2020 budgets down.

C. Grant Updates: None

D. American Tower Lease Modification/ Perpetual Easement Proposal: Motion to approve the Town Attorney Max Lindsey moving forward and working with American Tower to finalize the \$500,000 perpetual easement, M. Anderson/ G. Carlson, 4 Ayes, Motion Carried.

E. Ordinance Chapter 345 Direct Sellers- First Read: Discussion on how this may be too much/ more complicated than necessary. Lisa will work with ZA Ric Gillman to take out many things and will prepare the second read for the next meeting.

VI. Minutes

A. Amend Regular Town Board Meeting July 28, 2020: Motion to approve minutes as submitted (amendment was an incorrect date in item IV. B. 1), M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

B. Regular Town Board Meeting August 12, 2020: Motion to approve minutes as submitted, M. Anderson/ G. Carlson, 4 Ayes, Motion Carried.

C. Special Town Board Meeting August 19, 2020: Motion to approve minutes as submitted, M. Anderson/ S. Brenna, 4 Ayes, Motion Carried.

VII. Emergency Services

A. Ambulance Director's Report: Report prepared by Cindy Dalzell for August 2020 placed on file by Unanimous Consent. EMRs can take a bridge class to become EMTs, and the Town is looking for ways to make recruitment better for getting new EMTs.

B. Covid-19 Exposure Plan for Volunteers: Motion to table until more information comes in, S. Brenna/ G. Carlson, 4 Ayes, Motion Carried.

C. Updates on Construction of Emergency Services Building: The building was scheduled to be delivered August 27, 2020 but is delayed due to computer outages with the company.

VIII. Library

A. Library Board Minutes July 21, 2020: Minutes placed on file by Unanimous Consent.

IX. Public Comment B:** M. Anderson commented that an EMT from Washburn is now on the State EMS Board.

X. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Nothing to report.

B. Kevin Wiggins Federal Equal Employment Opportunity Commission Case: Nothing to report.

XI. New Agenda Items for Future Meetings: Contract Extension with SmithGroup, second read of Direct Sellers Ordinance, Covid-19 plan for volunteers, Big Arn's Road/ Brian's Road special assessments

XII. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 4 Ayes, Motion Carried. Adjourned at 6:11pm.

Submitted by Micaela Montagne, Town Clerk.

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

TO: Town Board
Ambulance Service and Fire Department

FROM: Lisa Potswald

RE: Plan/Services Available for Emergency Services Re: COVID-19

DATE: September 8, 2020

The Town Board held a meeting with the Ambulance Service Director Cindy Dalzell and Assistant Ambulance Director Sarah Schram on Wednesday, July 22, 2020 to discuss concerns the Ambulance Service has about COVID-19 and the threat it poses to the island, specifically if an emergency services volunteer becomes ill in the course of their volunteer work. Questions included:

- Will the Town cover the cost of transportation to/from and paying for a COVID-19 test?
- Will the Town arrange for and cover the cost of quarantine should an emergency services volunteer be exposed or become ill?
- Is there a possibility of hazard pay given the current situation?
- The Ambulance Service recommends that the Town Board pass a face covering ordinance.
- How can the Ambulance Service attract and retain volunteers?

Barb and I are researching the options and opportunities related to the concerns above, and these are some things we want to pass on:

COVID-19 ISSUES/PROTECTION

It is important to remember/understand that there is a big difference between an employee and a volunteer and the ability to keep volunteer status – we need to do more legal research to answer many of the questions.

1. All Ambulance Services and Fire Department volunteers are covered by a **blanket accident insurance policy through Provident**. A list of coverage and limits is attached to this memo – I will send complete copies to the Ambulance Service Director and Fire Chief so the members can see what the coverage is.

The Town presently has coverage under Plan 1 – the Town Board could certainly consider increasing both coverage limits and look at additional coverage through other products. Barb has followed up with the Rural Mutual agent who manages this policy and will be receiving additional information. **We could certainly ask the insurance representatives to do a phone conference with members to explain coverage and options for increased coverage.**

2. All Ambulance Services and Fire Department volunteers are covered through **Worker's Comp**. Any injury/claim must be reported to me and we will submit the claim to insurance. We are not yet sure if/how much Worker's Comp may cover in lost wages or in other expenses if the individual does not have a COVID diagnosis (only an exposure). Questions about COVID-19 coverage was posed to Nathan Pezewski, the Town's insurance agent:

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Initial: dcy

"To begin with anything related to COVID, the Town should be following any and all guidelines set forth by the Federal, State, or local Government authorities for the health and welfare of all employees. This includes any social distancing, use of PPE, sanitizing guidelines, etc. If an employee were to place a claim against the Town for a situation such as you mentioned – performing tasking related to employment and becoming ill with COVID – then there would be a few different ways this could be addressed.

First, if an employee said they contracted COVID from work related incident, they should file a claim with Workers Compensation. There may be coverage available and it places the case with the adjustors rather than the Town to determine if the contraction can be directly tied back to a work related incident. Even though a direct link may be extremely difficult to prove, I still recommend filing a claim with Workers Compensation because if there are any legislative changes that occur due to COVID and could retroactively expand coverage, we want to make sure that all claims be considered for any of these changes.

Secondly, if a claim is filed under Workers Compensation and the claim were denied an employee could then file a claim with the Town."

In the case of an injury, the Wisconsin Towns Association points out that benefits are determined by determining the position and level of experience of the person injured. They will then compare that to a similar position at the nearest full-time department, which I believe would be City of Superior. Once they determine what the full-time comparison wage would be, that is what they use to determine the benefits for disability, death, and/or lost wages. Medical coverage is not dependent on this as that is covered based on actual costs.

3. The Town has received \$5,000 from the state to cover COVID expenses, which could include any expenses associated with the Ambulance Service. If the Town has additional expenses related to the pandemic, we can apply for a direct grant through the Wisconsin DHS Provider Payments grant program. The deadline for the first round of grants has passed, but the 2nd round application process will open in early September. EMS units are eligible for up to \$1240. The EMS unit would have to show COVID-19 expenditures made between March and August 2020 which have not been reimbursed by other federal dollars. See <https://www.dhs.wisconsin.gov/covid-19/dpp.htm>. Barb points out that the Town could spend up to \$5,000 on the above program without any ambulance service expenses included and then apply for the DHS Provider Payments grants program for expenses to \$1,240, of which the Town has spent \$756, leaving an additional \$484 to be used.

4. Regarding the anxiety and fear that Ambulance Service volunteers may be experiencing, Provident has resources available at <https://www.providentins.com/emergency-services/first-responder-assistance-program/>. I have attached this information to this draft as well.

5. The Length of Service Award program is the only state incentive program currently offered to volunteers in Wisconsin. The Town has historically yearly matched the maximum amount the state matches and allows to be contributed.

6. Family Medical Leave Act (FMLA) benefits do not apply to volunteers.

VOLUNTEERS VS. PAID ON-CALL EMPLOYEES

One of the considerations discussed is whether to employ one or more qualified individuals to strengthen the Ambulance Service. The City of Washburn's emergency responders are all paid on-call employees, not volunteers. See attached 2012 memo from the Wisconsin Department of Workforce Development which attempts to lay out the differences between a paid on-call employee and a volunteer. Advantages/disadvantages of each are as follows:

Paid on-call	Volunteer
Gets paid by the hours of actual work (not time on call)	Gets compensated by activity
Must work a minimum of 1,200 hours per year to be eligible for WRS. Must be eligible for WRS to receive health insurance.	Eligible for service award program through state.
On-call times, unless stationed at a "fire house", are not counted towards the hours' eligibility calculation.	Appreciated by the community.

NOTE that some members were volunteers when only 600 hours was required for WRS enrollment – those are Sarah, Jay, Gary, Rick, Alan, and Joe, however no one gets close to 600 hours per year.

The Town can have a combination of paid on-call employees and volunteers according to the Town's personnel attorney. However, due to the rules discussed above, it appears there is no advantage to creating paid on-call positions to attract members. The Town could consider creating one or more part-time positions with more responsibilities than responding to calls.

HOW TO ATTRACT AND KEEP MEMBERS

1. We have asked Cindy about any research and lobbying WEMSA is currently doing.
2. The Town has enrolled all members in the State of WI Length of Service Award Program and contributes every year to that at no cost to the volunteers. However, the maximum amount that can be contributed is set by the State.
3. Benefits:
 - According to the Dept of Labor, "Volunteers may be paid expenses, reasonable benefits, a nominal fee or any combination thereof, for their service without losing their status as volunteers."
 - Title 29 553.106 (d). "Individuals do not lose their volunteer status if they are provided reasonable benefits by a public agency for whom they perform volunteer services. Benefits would be considered reasonable, for example, when they involve inclusion of individual volunteers in group insurance plans (such as liability, health, life, disability, workers; compensation) or pension plans or "length of service" awards, commonly or traditionally provided to volunteers of State and local government agencies, which meet the additional test in (f)...."

- (f) "Whether the furnishing of expenses, benefits or fees would result in individuals' losing their status as volunteers under the FLSA can only be determined by examining the total amount of payments made in the context of the economic realities of the particular situation."

4. Health Insurance:

- Dept of Employee Trust Funds (ETF) does not allow enrolling non-WRS members in the Town's health insurance.
- Other policies – perhaps the Town might join other emergency service organizations that may provide programs to volunteers.
- Barb will continue to do research on what might be available to volunteers.

5. Attached is legislation that Connecticut has passed which addresses many of the current concerns that have been discussed. Barb has contacted the WTA to ask for their direction on Wisconsin state laws and the Town's ability to pass any ordinances for tax incentives, etc. like the State of Connecticut has done. However, in Wisconsin towns can only do something that is allowed/specified by statute. Village powers apply only if they don't contradict town statutes.

Ambulance Service volunteers, Fire Department volunteer and Town employees should all be confident that the Town will do whatever it can to assist in dealing with the pandemic and possible exposure. If you have any questions, please contact me at 715-747-6914 or at administrator@townoflapointewi.gov.

Attachments: A - Provident Insurance Coverage
 B – Provident First Responder Assistance Program
 C – Programs to Attract Volunteer Emergency Personnel in Connecticut
 D – Wisconsin Department of Workforce Development Memo, June 21, 2012



PROVIDENT
Insuring America's Heroes Since 1928

**Plans of Insurance for the
 Town of La Pointe Volunteer Fire Department and Emergency Service**
Benefits apply while performing a Covered Activity.

Class 1: All volunteer classes of membership including but not limited to a Volunteer Member, Emergency Volunteer, Auxiliary Member, Fire Corps, Community Volunteer, Board Member, Trustee, Administrative Personnel, Junior Member, Member in Training, Probationary Member, and Part-Time Employees of the Policyholder.

Section I: Death Benefits

	Plan 1	Plan 2	Plan 3
A. Covered Injury Death Benefit	\$10,000	\$25,000	\$50,000
B. Covered Illness Death Benefit	\$10,000	\$25,000	\$50,000
C. HIV Positive Diagnosis Lump Sum Benefit	\$10,000	\$25,000	\$50,000
D. Bereavement Benefit	\$1,000	\$2,500	\$5,000
E. Dependent Child Benefit (Per Child)	\$10,000	\$10,000	\$10,000
F. Seat Belt Benefit	\$2,500	\$6,250	\$12,500
G. Airbag Benefit	\$1,000	\$2,500	\$5,000
H. Final Expenses Benefit	\$1,000	\$2,500	\$5,000
I. Spousal Benefit	\$5,000	\$5,000	\$5,000

Section II: Impairment Benefits

A. Dismemberment, Loss of Speech or Hearing Benefit*	Up to \$10,000	Up to \$25,000	Up to \$50,000
B. Vision Impairment Benefit*	Up to \$10,000	Up to \$25,000	Up to \$50,000
C. Cosmetic Disfigurement from Burns Benefit*	Up to \$10,000	Up to \$25,000	Up to \$50,000
D. Permanent Physical Impairment Benefit*	Up to \$10,000	Up to \$25,000	Up to \$50,000
E. Felonious Assault Benefit	Up to \$5,000	Up to \$12,500	Up to \$25,000
F. Impairment Modification Benefit*	Up to \$15,000	Up to \$15,000	Up to \$15,000
G. Paralysis Benefit*	Up to \$10,000	Up to \$25,000	Up to \$50,000

* Benefits payable are based on the percentage of impairment or loss as defined in the Policy.

Section III: Income Protection Benefits

A. Weekly Total Disability Benefits	Up to \$500	Up to \$400	Up to \$500
A.i. Covered Injury Minimum Weekly Total Disability Benefit	Up to \$100	Up to \$100	Up to \$100
A.ii. Covered Illness Minimum Weekly Total Disability Benefit	Up to \$100	Up to \$100	Up to \$100
A.iii. Covered Injury Weekly Earned Income Replacement Benefit**	Up to \$400	Up to \$300	Up to \$400
A.iv. Covered Illness Weekly Earned Income Replacement Benefit**	Up to \$400	Up to \$300	Up to \$400
B. Partial Disability Benefit **	Up to \$500	Up to \$400	Up to \$500
C. Cost of Living Adjustment	Up to \$1,500	Up to \$1,200	Up to \$1,500
D. First Week Disability Benefit**	Up to \$1,000	Up to \$1,000	Up to \$1,000
E. Transition Benefit	Up to \$1,000	Up to \$1,000	Up to \$1,000
F. Retraining Benefit	Up to \$1,000	Up to \$1,000	Up to \$1,000

** Benefits are payable in coordination with the Loss of Earnings Coverage as defined in the Policy.

Plans of Insurance for the Town of La Pointe Volunteer Fire Department and Emergency Service
Benefits apply while performing a Covered Activity.

Section IV: Medical Expenses

- A. Medical Expense Benefit***
- B. Plastic Surgery Expense Benefit***

*** We will not pay covered medical expenses incurred by an Insured Person that are paid or payable under Workers' Compensation, no fault auto or similar insurance.

Section V: Additional Benefits

- A. Daily Hospital Confinement and Outpatient Treatment Benefit
- B. Daily Critical Care Benefit
- C. Family Expense Benefit
- D. Occupational Rehabilitation Benefit
- E. Mental Stress Management Benefit
- F. Traumatic Incident Benefit
- G. Health Insurance Premium Benefit
- H. Surviving Spouse Education Benefit
- I. Dependent Child Education Benefit

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
Up to	\$10,000	\$25,000	\$25,000
Up to	\$10,000	\$10,000	\$10,000
<i>that are paid or payable under Workers' Compensation, no fault auto or similar</i>			
	\$15	\$15	\$15
	\$30	\$30	\$30
Up to	\$5,000	\$7,500	\$10,000
Up to	\$5,000	\$7,500	\$7,500
Up to	\$5,000	\$7,500	\$10,000
Up to	\$5,000	\$7,500	\$7,500
Up to	\$12,000	\$12,000	\$12,000
Up to	\$10,000	\$15,000	\$20,000
Up to	\$10,000	\$15,000	\$20,000
	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>
	\$1,096	\$1,471	\$2,093

Annual Premium

The annual payment option offers a one-year rate guarantee.

3-year Installment Premium:

The installment payment option offers a three-year rate guarantee which is paid each year for three years and represents a 6.7% discount off the annual premium.

3-year Prepaid Premium:

The prepaid payment option offers a three-year rate guarantee which is paid in full at the beginning of the Policy Term and represents a 10% discount off the annual premium

Preparation Date: January 27, 2015

Proposed Effective Date: June 1, 2015

This proposal is valid for 90 days from the Preparation Date or until 1 day prior to the Renewal Date, whichever is later.

Underwritten by: AXIS Insurance Company



BLOG

(HTTPS://WWW.PROVIDENTINS.COM/BLOG)

CONTACT

US: CALL:
(855) 201-
8880

HOW C

(HTTPS://WWW.PI
US/CO

Attachment B

First Responder Assistance Program

As of 2018, firefighting is the **second** most stressful job in the US.¹ Provident can help offer some relief with the **First Responder Assistance Program**, which is included with our Accident & Health Insurance coverage (<https://www.providentins.com/emergency-services/accident-health-insurance/>).

The **First Responder Assistance Program** offers confidential support, resources, and referrals any time day or night by phone or online for first responders and their families for issues regarding:

- Stress Management
- Depression
- Family Conflict
- Anxiety
- Grief and Loss
- Relationships
- Financial or Legal
- Addictions
- Problem Gambling
- Child and Elder Care

US: CALL:

(855) 201-

US/CO

PROVIDENT SOLUTIONS SINCE 1962 Take advantage of these confidential services whenever you need them. For more information and to access the services available with the **First Responder Assistance Program**, call **855-207-1747**.

Or visit the website at www.workhealthlife.com (<https://www.workhealthlife.com/>).

Enter the password included with your enrollment materials.

Please watch our **First Responder Assistance Program video** (<https://www.youtube.com/watch?v=hokBn6ljIdY>) to learn more.

Provident First Responder Assistance Program



Topic:

EMERGENCY MEDICAL SERVICES; VOLUNTEER LABOR; HIGHER EDUCATION; MUNICIPALITIES; HEALTH INSURANCE; PROPERTY TAX; WORKERS' COMPENSATION; TUITION; FIRE DEPARTMENTS;

Location:

EMERGENCY MEDICAL SERVICE; FIRE DEPARTMENTS AND FIREMEN; VOLUNTEER SERVICES;



Attachment C

November 2, 2006

2006-R-0679

**PROGRAMS TO ATTRACT VOLUNTEER
EMERGENCY SERVICES PERSONNEL**

By: Veronica Rose, Principal Analyst

You asked if the state authorizes any programs to attract volunteer firefighters and emergency services personnel.

SUMMARY

State law allows municipalities to (1) provide property tax relief to emergency services personnel and (2) enroll firefighters and volunteer ambulance service members in their group health insurance plans, under specified conditions. It (1) requires the state's public colleges to waive tuition for dependent children of volunteer firefighters who die in the line of duty; (2) prohibits employers from discharging, or discriminating against, volunteer firefighters or emergency services personnel who are late for, or absent from, work because they were responding to emergency calls; and (3) gives workers' compensation coverage to volunteer firefighters and volunteer ambulance service personnel injured while engaged in fire or emergency services duties.

TAX INCENTIVES

By law, a municipality may establish, by ordinance, a property tax relief program for volunteer emergency services personnel (volunteer firefighters, emergency medical technicians, paramedics, or ambulance drivers). The relief may take the form of (1) an abatement of up to \$1,000 in property taxes due in any fiscal year or (2) an exemption up to a maximum of \$1 million divided by the mill rate (expressed as a whole number per \$1,000 of assessed value) at the time of the assessment (CGS § 12-81w). (An exemption represents a reduction of the property's assessed value for tax purposes; an abatement is a reduction in the amount of taxes owed.)

Of 82 towns that responded to our statewide survey, 48 have established tax relief programs (see Attachment 1). Thirty-four of these provide the relief in the form of an abatement. Volunteers must meet criteria to qualify (e.g., respond to a certain number of calls or serve for a minimum number of years).

GROUP INSURANCE BENEFITS

By law, a municipality may allow active volunteer firefighters and volunteer ambulance service members to join the municipality's group health insurance plan if the volunteer (1) elects to enroll in the plan, (2) agrees to pay 100% of the premium and any additional costs, and (3) meets the municipal active-member definition. The law applies to any town, city, or borough that provides its employees with health, accident, and hospital plan benefits (CGS § 7-464).

TUITION WAIVERS

The law requires the state's community colleges, Connecticut State University, and the University of Connecticut to waive tuition for dependent children of volunteer firefighters killed in the line of duty. The waiver covers the tuition cost for credit-bearing undergraduate and graduate programs. It does not cover other charges or fees, such as student activity and course fees, or parking, and room and board (CGS §§ 10a-77(d), -99(d), and -105(e)).

JOB PROTECTION

The law prohibits employers, including the state and its subdivisions, from discharging, or discriminating against, a volunteer firefighter or member of a volunteer ambulance company who is late for, or absent from, work because he responded to an emergency call before work or during work hours. The employee must:

1. make every effort to notify his employer that he may be late or absent because he has to respond to an emergency fire or ambulance call before or during his regular working hours;
2. if unable to provide advance notice, give the employer a signed statement from the fire chief or ambulance company's medical director or chief administrator explaining why he could not provide the notice;
3. at the employer's request, submit a written statement from the fire chief or head of the ambulance company verifying that he responded to a fire or ambulance call and specifying the date, time, and duration of the response; and
4. notify his employer promptly of any change to his volunteer status.

An employee fired or discriminated against in violation of these provisions may sue his employer within one year of the violation for (1) reinstatement, (2) back wages, and (3) reestablishment of benefits to which he would have been otherwise entitled. The court may award the prevailing party costs and reasonable attorneys' fees (CGS § 7-322c).

WORKERS' COMPENSATION COVERAGE

The law gives workers' compensation coverage to active members of volunteer fire companies and departments and volunteer ambulance services for injuries suffered while

engaged in fire duties or volunteer ambulance services. It allows the volunteers to use the greater of their employment salary or the state average production wage to calculate their benefits. The coverage includes a presumption that an injury caused by heart disease or hypertension is compensable, provided a prior physical examination by a licensed physician appointed by the service failed to reveal such conditions (CGS § 7-314b).

VR:dw

ATTACHMENT 1

Table 1: Emergency Services Personnel Tax Relief by Town*

	<i>Town</i>	<i>Types of Relief</i>	<i>Amount of Relief</i>	<i>Eligibility Criteria</i>
1	Avon	Exemption	\$250-\$1,000	Based on participation
2	Bethel	Unclear	\$250-\$1,000	Based on years of service and participation (must complete at least one year)
3	Bethany	None	NA	NA
4	Bethlehem	Tax Credit	Up to \$1,000 to ambulance workers; None to firefighters	Based on participation; Firefighters chose a small pension based on participation, instead of the tax relief
5	Branford	None	NA	NA
6	Bridgeport	None	NA	NA
7	Bristol	None	NA	NA
8	Canterbury	None	NA	NA
9	Canton	None	NA	NA
10	Chester	Exemption	\$700-\$1,000	Based on years of service and participation
11	Cheshire	Abatement	\$250-\$1,000	Based on participation and years of service
12	Clinton	Exemption	\$1,000	Not reported

InterOffice Memo

Department of Workforce Development

Date: June 21, 2012

To: Connie Schulze
Legislative Liaison

From: Jim Chiolino
Director, Labor Standards Bureau

Subject: **On Call Time and "Volunteer" Services for Municipalities**

We understand that municipalities around Wisconsin use volunteer emergency medical personnel (EMTs or paramedics) to handle a significant amount of their work. Under Wisconsin wage and hour law this poses no particular problem unless the persons filling these positions (1) are not truly "volunteers" and (2) are "on call" with short response times required.

You asked how municipal employers can ensure that these volunteers will not be subject to Wisconsin's minimum wage law. The answer is twofold. First, they should see that volunteers are either not paid for the services they perform or paid only a "nominal fee." Second, if these workers are paid more than a nominal fee, the workers are "employees." Therefore, the employer would need to ensure that on call time is not work time. To do this, they would need to make sure that required response times are long enough so that workers can use the time "effectively for their own purposes."

This memo discusses these recommendations in greater detail.

A. Ensure That Volunteers are Truly Volunteers.

Wisconsin's minimum wage law covers all "employees" in the State. An employee is anyone "who is in receipt of or is entitled to any compensation for labor performed for an employer." Wis. Stat. § 104.01(2)(a). The law excludes individuals who work for the state or municipalities if they are not considered employees under the federal Fair Labor Standards Act (FLSA). The FLSA excludes volunteers.

If these workers can be classified properly as volunteers, there is no further problem with Wisconsin's minimum wage law. They can be so classified as long as they receive no compensation *or* "a **nominal fee** to perform ... services." If fees given to these volunteers are "nominal," the volunteer is excluded from minimum wage requirements.

What Constitutes a Nominal Fee?

The FLSA's regulations allow for volunteers to be paid a nominal fee even if paid on a "per call" or similar basis, as long as the payment is consistent with certain factors denoting the relative sacrifice of the volunteer. See 29 C.F.R. § 553.106(e) (factors can include: the distance traveled; time and effort expended by the volunteer; whether the volunteer has agreed to be available around-the-clock; and whether the volunteer provides services throughout the year, even if those services are provided periodically).

A nominal fee cannot be a substitute for compensation or tied to productivity. See 29 C.F.R. § 553.106(e). A fee may be tied to productivity if it is paid on a per-call basis, for

example. If the amount varies, it may be indicative of a substitute for compensation or tied to productivity and therefore not nominal.

Determining whether a specific amount of expenses, benefits, or fees prevents an individual from qualifying as a volunteer under the FLSA requires an examination of "the total amount of payments made ... in the context of the economic realities of the particular situation." 29 C.F.R. § 553.106(f). **As a general rule**, the US Department of Labor's Wage and Hour Division finds that a fee (apart from expenses) is nominal as long as it does not exceed 20% of the amount that otherwise would be required to hire a permanent employee for the same services. The DWD would follow this general rule if a case were presented to this agency.

B If Workers Are Employees, Ensure They Receive at Least \$7.25 Per Hour Each Pay Period.

If an employer cannot show that the fees are nominal, we will consider the workers to be employees. To ensure there is no liability, the municipality will have to see that minimum wage is paid for every hour worked each pay period. This includes not only compensation per call but also on call time where the employee's activities are restricted to such a degree ... "that they cannot use the time effectively for their own purposes." See Wis. Admin. Code § DWD 272.12(2)b.4. and 29 C.F.R. § 785.17.

Courts have looked at response time restrictions and determined that this is a case-by-case determination. In *Dinges v. Sacred Heart St. Mary's Hospitals*, 164 F.3d 1056, 1058 (7th Cir. 1999), the Seventh Circuit Court of Appeals found that emergency medical technicians were able to use on-call time effectively for their own purposes where they were subject to a seven minute response time). The Court made it clear that this was not to be interpreted to bless a 7-minute response time in all circumstances. What that lower limit should be depends upon all of the circumstances. A 15-minute response time is likely going to be okay under all circumstances; a 10-minute response time will likely work in many situations, but not all. Seven minutes is difficult, but not impossible, to support. Anything shorter would be very difficult to support.

I hope this information is useful. Feel free to contact me at 608.266.3345 if you have any questions or concerns.