

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



ASHLAND COUNTY SHERIFF'S OFFICE

Sheriff Michael W. Brennan

November 9, 2020

Town of La Pointe
PO Box 270
La Pointe, WI 54850

Ms. Montagne,

Enclosed is the Joint Powers Agreement for calendar year 2021 to be signed. Wisconsin State Statute 256.35(9) requires Joint Powers Agreements between Ashland County and the Town of La Pointe to be filed annually.

Changes have been made from the prior agreement to reflect the dates of the new term. No substantive policy change to the nature of the Agreement has been made.

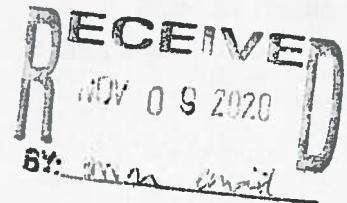
Please sign and return the Agreement within 30 days and after being signed by the Ashland County Clerk, a copy will be forwarded to you and also filed with the Wisconsin Department of Justice as required by statute.

Your cooperation and timely response is greatly appreciated. Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in black ink, appearing to read "David McGuire".

David McGuire
Public Safety Communications Director
Ashland County Sheriff's Office
(715) 685-7640 x478
david.mcguire@ashlandcountysheriff.us



**Joint Powers Agreement
Between Ashland County
and the
Town of La Pointe**

Ashland County 911 Emergency System

WHEREAS, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the Town of La Pointe as follows:

1. That effective January 1, 2021 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2021.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Dated this _____ day of _____, 2020.

Heather Schutte
Ashland County Clerk

James Patterson
Town Chair
Town of La Pointe



Town of La Pointe EMS Facility
Monthly Status Report
October 2020

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

OUTSTANDING ITEMS
• Xcel Energy/ Electrical Service
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CONSTRUCTION % COMPLETION STATUS

	61.50
Building Weather Tight	10/30/2020
All Materials to Site	12/15/2020
Substantial Completion Apparatus Bay and Fire Suppression	12/31/2020
Substantial Completion Remainder of Building	1/28/2021
Final Completion	2/28/2021
UPCOMING MEETINGS AND SITE VISITS	
• Weekly Construction Progress Meetings Tuesdays @ 10:00 A.M.	
• Bi-Weekly Schedule Update Meetings - Every Other Tuesday @ 11:00 A.M.	

4 WEEK LOOK AHEAD
Electrical rough in's will continue in the Apparatus Bay
Lighting will be installed in the Apparatus Bay
HVAC rough in's in the Apparatus Bay
Temp./In floor heat to be installed in the Apparatus Bay
MEP rough in's may start in the Admin. area
Fire Suppression Installation to begin
Jim Price-Code Inspections
Mezzanine HVAC equipment will be installed
All material needed to complete project on Island by 12/15
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PROJECT SUMMARY
This project replaces an older facility destroyed by fire. The project consists of an approximately 10,680 SF new single story fire station and EMS facility with living quarters for police personnel on an existing parcel in the town of La Pointe, Wisconsin.
Scope of the new building includes site work and utilities, building construction, HVAC construction, plumbing construction, electrical construction, and accepted Alternate #1 for a Fire Suppression system.

CONTRACTOR FINANCIAL COMPLETION STATUS		
Company	% Complete	On Track
Nelson - Site/Utility	99.62	Y
Berghammer - GC	67.55	Y
Brown - HVAC	30.34	Y
5 Star - Electrical	35.86	Y
Brown - Plumbing	48.15	Y

RECORDED

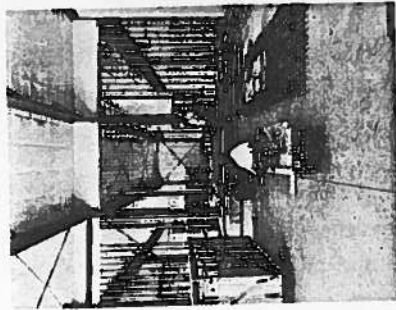
NOV 18 2020

Initial: dg - Fran Lisa

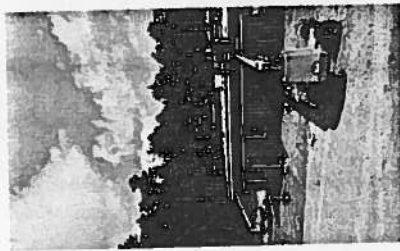
**Town of La Pointe EMS Facility
Monthly Status Report
October 2020**



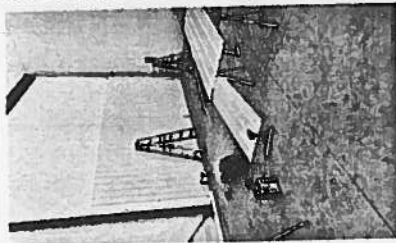
Interior Framing



Final trim installation



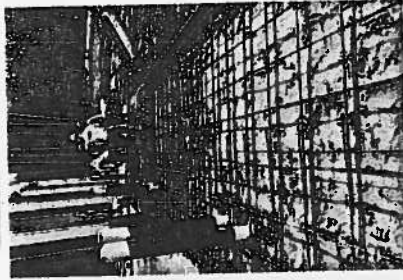
Interior liner panels



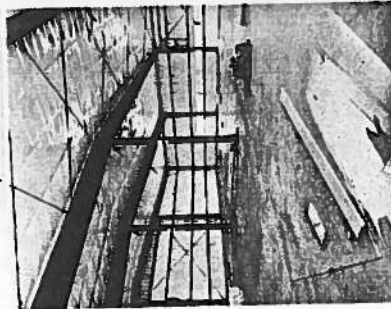
Sidewalk formed for concrete



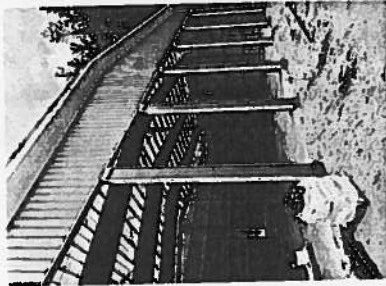
Apparatus Bay apron concrete pour



Interior insulation and Simple Sewer installed



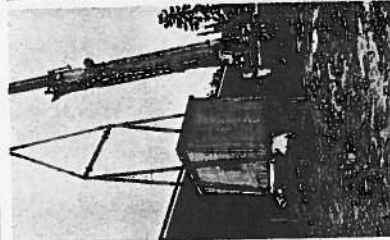
Apparatus Bay



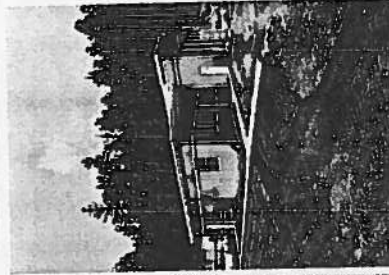
Simple Sewer install



Pump house install



Asphalt paving one layer completed.



Project Budget Summary

Site/Utility Construction Contract No. 01 - Nelson Construction										
Contract	Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes	
Full Contract	\$ 85,066.00	\$ -	\$ -	\$ 85,066.00	\$ 84,221.00	\$ 75,798.90	99.01%	\$ 9,267.10	Pay App through 11/30/19	
Spring Contract	\$ 329,872.00	\$ (59,414.00)	\$ -	\$ 270,458.00	\$ 237,971.00	\$ 226,072.45	87.99%	\$ 44,385.55	Pay App through 10/31/20	
Item #1 Unit Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Item #2 Unit Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -		
Contractor Construction Cost Subtotal:	\$ 414,938.00	\$ (59,414.00)	\$ -	\$ 355,524.00	\$ 322,192.00	\$ 301,871.35	90.62%	\$ 53,652.65		

General Construction Contract No. 02 - Berghammer Builders										
Contract	Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes	
Base Contract	\$ 1,428,612.00	\$ (5,990.34)	\$ -	\$ 1,422,621.66	\$ 960,938.66	\$ 912,891.78	67.55%	\$ 509,729.93	Pay App through 10/31/20	
Contractor Construction Cost Subtotal:	\$ 1,428,612.00	\$ (5,990.34)	\$ -	\$ 1,422,621.66	\$ 960,938.66	\$ 912,891.78	67.55%	\$ 509,729.93		

HVAC Construction Contract No. 03 - Brown Plumbing and HVAC										
Contract	Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes	
Base Contract	\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	\$ 94,976.00	\$ 90,227.20	30.34%	\$ 222,772.80	Pay App through 11/30/20	
Contractor Construction Cost Subtotal:	\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	\$ 94,976.00	\$ 90,227.20	30.34%	\$ 222,772.80		

Electrical Construction Contract No. 04 - 5 Star Electric										
Contract	Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes	
Base Contract	\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	\$ 107,430.00	\$ 102,058.50	35.86%	\$ 197,491.50	Pay App through 11/30/20	
Contractor Construction Cost Subtotal:	\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	\$ 107,430.00	\$ 102,058.50	35.86%	\$ 197,491.50		

Plumbing Construction Contract No. 05 - Brown Plumbing and HVAC										
Contract	Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes	
Base Contract	\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	\$ 54,680.00	\$ 51,946.00	48.15%	\$ 61,604.00	Pay App through 11/30/20	
Contractor Construction Cost Subtotal:	\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	\$ 54,680.00	\$ 51,946.00	48.15%	\$ 61,604.00		
Total Construction Cost:								\$ 1,045,250.88		

Project Budget Summary

A/E/CM Fees/Inspections/Owner Items		Original Contract		Total	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Wendel	A/E Fee for Bid # 1 and # 2	\$ 185,000.00	\$ -	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00	100.00%	\$ -	Services through 8/31/20
	A/E Fee for Re-Design	\$ 56,000.00	\$ -	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	100.00%	\$ -	Services through 8/31/20
	A/E Fee for CA	\$ 42,000.00	\$ -	\$ 42,000.00	\$ 25,200.00	\$ 25,200.00	60.00%	\$ 16,800.00	Services through 8/31/20
	A/E Reimbursable Expenses	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 7,689.34	\$ 7,689.34	76.89%	\$ 2,310.66	Services through 9/30/20
	CM Pre-Construction Bid # 1 and # 2	\$ 33,000.00	\$ -	\$ 33,000.00	\$ 29,700.00	\$ 29,700.00	90.00%	\$ 3,300.00	Services through 9/30/20
	CM Re-Design Pre-Construction	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%	\$ -	Services through 9/30/20
	CM Fee at 3.0% of Total Construction	\$ 76,058.73	\$ -	\$ 76,058.73	\$ 38,029.37	\$ 38,029.37	50.00%	\$ 38,029.36	Services through 9/30/20
	CM Labor/Expenses at 10 Months	\$ 168,750.00	\$ -	\$ 15,241.00	\$ 183,991.00	\$ 76,461.97	41.56%	\$ 107,529.03	Services through 9/30/20
	CM Reimbursable Expenses	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 5,724.56	\$ 5,724.56	28.62%	\$ 14,275.44	Services through 9/30/20
	Sub-Total Wendel Costs	\$ 610,808.73	\$ -	\$ 626,049.73	\$ 443,805.24	\$ 443,805.24	70.89%	\$ 182,244.49	
Town of La Pointe	Owner Contingency	\$ 126,764.55	\$ (15,241.00)	\$ 66,304.34	\$ 177,827.89	\$ -	0.00%	\$ 177,827.89	Services through 11/6/20
	Special Inspection Allowance (Twin Ports)	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 15,492.50	\$ 15,492.50	61.97%	\$ 9,507.50	
	Utility Service Fee Allowance	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00	
	Permitting and Inspection Allowance (James Price)	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00	
	Purchase Additional Propane Tank	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	0.00%	\$ 3,000.00	
	Site Survey for Design	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	100.00%	\$ -	
	Soil Borings	\$ 5,555.00	\$ -	\$ 5,555.00	\$ 5,555.00	\$ 5,555.00	100.00%	\$ -	
	Paving (place holder)	\$ 66,500.00	\$ -	\$ 66,500.00	\$ -	\$ -	0.00%	\$ 66,500.00	
	Town Insurance Costs	\$ 2,530.00	\$ -	\$ 2,530.00	\$ -	\$ -	0.00%	\$ 2,530.00	
	Sub-Total Town Costs	\$ 292,349.55	\$ (15,241.00)	\$ 66,304.34	\$ 343,412.89	\$ 24,047.50	7.00%	\$ 319,365.39	
Sub-Total Owner Costs		\$ 903,158.28	\$ (15,241.00)	\$ 81,545.34	\$ 989,462.62	\$ 467,852.74	48.26%	\$ 501,609.88	
Total Project Budget		\$ 3,473,708.28	\$ (81,545.34)	\$ 81,545.34	\$ 3,473,708.28	\$ 2,008,069.40	57.81%	\$ 1,546,860.76	

Change Order Detail

Line Item	Description	Spring Contract Amount	Approved CO to Date	Pending CO	Total Estimated Contract Value	Notes
1	Nelson Construction					
2	Bulletin # 1 Credit	\$ 414,938.00	\$ (59,414.00)	\$ 25,000.00	\$ 380,524.00	
3	Undercut Below Foundations & Pad (@ \$7.64 CY)		\$ (59,414.00)	\$ 3,867.00		
4	Structural Fill Below Foundations & Pad (@ \$41.75 CY)			\$ 21,133.00		
5						
6						
7						
8						
1	Berghammer Builders					
2	Credit for Builders Risk Insurance	\$ 1,428,612.00	\$ (5,990.34)	\$ -	\$ 1,422,621.66	
3	Foundation design		\$ (3,375.00)			
4	Credit for roof color/dorm room door		\$ 335.00			
5	Credit for wall/corner guards		\$ (1,572.00)			
6	Credit for OH Doors		\$ (365.94)			
7	Door Hardware		\$ (1,626.40)			
8			\$ 614.00			
1	HVAC - Brown					
2		\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	
3						
4						
5						
6						
7						
8						
1	Electrical - 5 Star					
2	Credit for Builders Risk Insurance	\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	
3			\$ (450.00)			
4						
5						
6						
7						
1	Plumbing - Brown					
2	Credit for Builders Risk Insurance	\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	
3			\$ (450.00)			
4						
5						
6						
7						

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

TO: Town Board

FROM: Lisa Potswald

RE: Change Order for Midland

DATE: November 11, 2020

The Town purchased two propane tanks from Midland Oil and installed the five propane tanks in the recommended location. Upon installation it was found that additional work and connections were needed, totaling \$511.60 over the project estimate of \$4,738.88. The final project totaled \$5,250.48.

I ask that you approve this change order.

RECEIVED

NOV 11 2020

Initial: dg

**Town of La Pointe
CHANGE ORDER FORM**

Date: 10/27/20

Project: Install Propane Tanks ESB

Change Order #: 1

Owner: Town of La Pointe, WI

Contractor: Midland

Architect/Engineer: _____

Subject to the conditions set forth below, an equitable adjustment is established as follows:

CONTRACT PRICE

____ NOT CHANGED

X INCREASED BY: \$519.60

____ DECREASED BY: _____

CONTRACT TIME

X NOT CHANGED

____ INCREASED BY _____ DAYS

____ DECREASED BY _____ DAYS

Description of Change:

The following Proposed Change Order(s) are incorporated into the Contract by reference:

Summary Description*	Amount	Initiated by
(See attached invoices #21284 and #21298)		
Off site estimate; additional work to connections once on site.		Midland
Original Contract Amount:		
Previous Change Order(s):	\$4,738.88	
Contract Amount Prior to this Change Order:	\$4,738.88	
Amount of this Change Order:	\$511.60	
New Contract Amount Including this Change Order:	\$5,250.48	

*Attach additional information if needed.

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project documents. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. No additions or deletions to this Change Order shall be allowed, except with written permission of the town. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved by:

Contractor Midland services Chase Olby Date: 11-10-20

Town Representative [Signature] Date: 11/11/20

Title: _____

Town Board Chair _____ Date: _____

CONTRACT FOR SERVICES

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

RECITALS

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

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

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

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

Install 2 1,000 gall propane tanks and hook up,

Such services will be provided at

Emergency Services Building, 320 Big Bay Road, La Pointe, WI

2. **Payment.** In exchange for the Contractor providing the Town of La Pointe with the services described herein, the Town of La Pointe will pay the Contractor the sum of up to \$4,738.88 as follows:

Upon submission of invoice.

The total amount payable by the Town of La Pointe to the Contractor for services under this contract shall, in no event, exceed \$4,738.88.

3. **Dates of Service.** The services provided for herein shall be provided between October 26, 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 of La Pointe will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract: Town will pay the ferry fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: Proof of insurance is waived for the Contractor.

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 of La Pointe:

Town Director
Town of La Pointe
PO Box 270
La Pointe, WI. 54850

To the Contractor:

Chase Olby
Midland Services, Inc.
PO Box 500
Ashland, WI 54806

IN WITNESS WHEREOF, the undersigned have executed this agreement this 10-15 day of 10-20.

The Town of La Pointe

Full Legal Name of Contractor

Signature: [Signature]

Signature: [Signature]

Printed Name: THOMAS PATTERSON

Printed Name: Chase Olby

Title: Town Chairman

Title: Energy Manager

Signed October 14, 2020

BOX 500 ASHLAND WI 54806
715.492.7411 1588.073.077
BOX 500 ASHLAND WI 54806
715.492.7411 1588.073.077

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

Now bill with parts
that it took to
complete job

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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THE UNIVERSITY OF CHICAGO

PO BOX 500 ASHLAND, WI 54806
715-582-2744 • 1358-9739527

315-582-2544 • 1-855-973-0537

100

PO BOX #26, HURLEY WI 54534
715 367-3444 - 1-800-490-9030

715 361844 • 1-800-493-8030

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10-14-20

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[illegible]

11/19/50 7:00 PM 11/19/50

THE NEW YORK PUBLIC LIBRARY

these old

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



Memorial Medical Center

Right here in the place we love.

Community Support Application

Mission

Improve the health and wellness for people of our south shore region of Lake Superior

Vision

Vital partners for healthy lives.

Details of proposal selection:

MMC is proud to support regional organizations working to improve the health and wellness of our community. If you are requesting support, please complete the following form for consideration. Applications are reviewed monthly.

Applications that meet the majority of the following qualifications will be seriously considered, but are not guaranteed funding.

- Serves our primary market area (Ashland/Bayfield/Iron counties)
- Aligns with our mission, vision and strategic objectives
- Opportunity to promote service lines, staff or overall hospital
- Focuses on improving the health and wellness of our community
- Provides positive recognition for MMC
- Supports a local nonprofit organization

Examples of recently funded projects and events:

- Whistlestop
- Book Across the Bay
- Iron River Playground
- CAMBA Trails
- Rescue Divas
- Relay for Life
- Superior Vista Bike Tour
- Alzheimer's Walk
- Recovery Services Day

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NOV 17 2020

Initial dg from Lisa

Project Title Town of La Pointe Emergency Services Health and Wellness Program

Project Organization Town of La Pointe, WI

Legal not-for-profit tax ID # 39-6005969

Contact Name Lisa Potswald

Contact Email administrator@townoflapointewi.gov

Contact Phone 715-747-6914 Amount Requested \$1,945.50

Make Check Payable to: Town of La Pointe

Mail Donation to: PO Box 270, La Pointe, WI 54850

Date of Event _____ Describe the event, project or program you are requesting financial support for:

This piece of equipment is part of an ongoing health and wellness program for Town of La Pointe emergency responders.

What is the estimated number of people who will benefit by this request? 50

Explain how the dollars will be used (200 characters or less):

The funds will be used to purchase a NordicTrack Commercial 1750 treadmill with interactive personal training for the Emergency Services Building's exercise room.

Describe how the event, project or program will be promoted and if MMC would be included within the promotion (200 characters or less):

The Town will permanently post the names of private and business donors on a wall in the entry to the Emergency Services Building.

Is there any in-kind support from MMC you are requesting? I.E. information sharing with MMC staff, assisting with promotion, recruiting volunteers, medical supplies, etc. (200 characters or less)

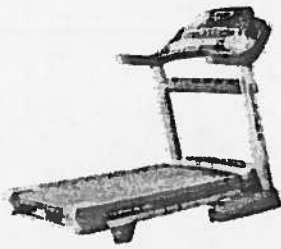
No in-kind support is requested.

Other/Please provide any additional relevant information about this request (400 characters or less):

The Town of La Pointe's Emergency Services Building burned to the ground on March 6, 2019, destroying the building and all emergency services equipment and vehicles. An important addition to the new structure under construction is a dedicated workout room providing emergency services staff the opportunity to improve/maintain health and fitness. The treadmill is one important piece of equipment.

If you have additional information, please include with your application.

Make sure you do a SAVE AS of this completed form to your computer and then attach it in an email to:
hhaas@ashlandmmc.com OR mail to: Memorial Medical Center, C/O Heidi Haas
1615 Maple Lane, Ashland, WI 54806



Commercial 1750 iFit Treadmill |
NordicTrack

The NordicTrack Commercial 1750 treadmill with Interactive Personal Training, bigger screen and even more powerful motor provides the tools and performance you need for every step of the way. Call 888.308.9616
www.nordictrack.com

Treadmill
Shipping

\$1799 less 3% reduction for emergency services

\$1,746.50

\$199.00

TOTAL \$1,945.50

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

TO: Town Board

FROM: Lisa Potswald

RE: Berghammer Bonus Recommendation

DATE November 11, 2020

Glenn Carlson asked to see the contract language regarding bonus payments before any are approved. The language from the Berghammer contract regarding bonuses is as follows:

§ 4.6 Liquidated damages, if any:

(Insert terms and conditions/or liquidated damages, if any.)

The following only applies to the work of the General Construction Contract No. 1. The HVAC, Electrical and Plumbing Construction Contracts do not include requirements for either Liquidated Damages or Bonus Payments.

The Owner and General Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not complete within the times specified in the Contract. If the General Contractor fails to achieve having the metal building fully erected and weather tight (see below) by October 30, 2020., the Owner and General Contractor agree that as liquidated damages, and not as a penalty for delay in performance, the General Contractor shall pay the Owner in the amount of five hundred dollars (\$500,00) for each and every working day that expires beyond the agreed upon date for the completion of the metal building and that the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the General Contractor, or to collect such liquidated damages from the General Contractor or its Surety. The Owner has the option to enforce such liquidated damages or to waive such damages.

Conversely if the General Contractor completes the metal building (see below) prior to October 30, 2020, the General Contractor/Owner agree that as a bonus for early completion, the Owner shall pay the General Contractor in the amount of five hundred dollars (\$500.00) for each and every working day that the building is completed prior to October 30, 2020. This bonus will be capped at a maximum of \$10,000.00 in total.

Completion of the metal building is to mean that the structural frame, metal panels and roofing shall be fully erected and in place and all exterior doors, windows, glazing, weather sealing and trim shall be installed completely providing a completely weather tight building.

Please note that I misunderstood the total amount when discussing this with the project manager. The total bonus should be \$1,000, or \$500 per each day.

Please let me know if you have additional questions.

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Initial: dg

(5) TB, Lisa, Barb, Micaella,
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 of La Pointe") and Charlie's Locksmith Service LLC (the "Contractor").

RECITALS

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

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

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

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

Card reader/access system for the Town of La Pointe Emergency Services Building.

Such services will be provided at:

320 Big Bay Road, La Pointe, WI 54850

2. **Payment.** In exchange for the Contractor providing the Town of La Pointe with the services described herein, the Town of La Pointe will pay the Contractor the sum of up to \$ \$11,000.00 as follows:

Upon submission of invoice.

The total amount payable by the Town of La Pointe 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 November 11, 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 of La Pointe will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract: N/A.

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

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Initial: dg

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 of La Pointe with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract. Compliance with this provision is a condition precedent to the performance of this contract.

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

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

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

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

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

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

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

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

NOTE: Proof of insurance is waived for the Contractor.

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 of La Pointe:

Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850

To the Contractor:

Charlie's Locksmith Service, LLC
10244 Towne View Road
Hayward, WI 54843
charlieslocksmith@live.com

IN WITNESS WHEREOF, the undersigned have executed this agreement this 2 day of November, 2020.

The Town of La Pointe

Full Legal Name of Contractor

Signature: _____

Signature: Charlie Munich

Printed Name: _____

Printed Name: Charlie Munich

Title: _____

Title: Owner

Charlies Locksmith Service LLC

EXHIBIT A

Estimate

10244 Towne View Rd
Hayward, WI 54843

Date	Estimate #
10/30/2020	E103020-1

Name / Address
Town of LaPointe PO Box 270 240 Big Bay Rd LaPointe, WI 54850

			Project
Description	Qty	Rate	Total
Provide Door controller for 8 doors, power supplies, and 8 proximity card readers.	1	6,278.30	6,278.30
Provide 25 HID proximity key chain style fobs	25	8.00	200.00
Provide back up batteries for 2 power supply enclosures.	2	45.00	90.00
Provide lock router, wire, wire ties, ethernet cable, & misc. supplies	1	310.00	310.00
56 hours of labor to install lock hardware, readers, wiring, and set up.	56	45.00	2,520.00
4 service calls, trip charge and ferry boat fees	4	235.00	940.00
Rekey / Master key 11 standard lock cylinders	11	14.00	154.00
2 hours of labor to rekey lock cylinders.	2	45.00	90.00
Unknown keyway and amount of keys			
Sales Tax		0.00%	0.00
Total			\$10,582.30

TR(5) Lisa, Bob, Madeline,
Bell, Bell, [redacted]

Town of La Pointe Administration and Board
11/10/2020
RE: Temporary/Winter Parking Permit Bell Street

Dear Town of La Pointe Governing Body(s),

My name is Molly Sullivan and I am a resident of Madeline Island. For the winter months of 2020-2021, I will be residing at 751 Bell Street, La Pointe WI 54850. A copy of my lease will be available as an attachment to this document.

I am petitioning the town to amend the statute:

FROM: "§ 425-34. Restrictions. Bell Street No person shall park or leave any vehicle, trailer, or tangible property on any part or portion of Bell Street between 2:30 a.m. and 5:30 a.m."

TO: Restrictions. Bell Street. No person shall park or leave any vehicle, trailer, or tangible property on any part of portion of Bell Street between 2:30 and 5:30 a.m., unless granted a winter parking permit for any resident(s) who reside on Bell Street between the Months of November and May, for at lease (30) consecutive days. Residents must provide copy of lease to prove they reside on said street. Winter parking permit effective from November 1-May 1. Any parking permit user must move vehicle for any snow emergencies declared by the Town of La Pointe.

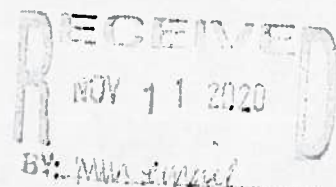
It is well known that the Town of La Pointe's busy season occurs between mid-May and mid-October every year. Any downtown parking restrictions in La Pointe during the high season are an essential part of maintaining order and equitable treatment of prime parking spaces for all La Pointe residents and visitors alike. However, during the winter months, parking spaces are sparsely used and infrequently coveted. To this end, I implore you as the town board to grant me a temporary winter parking permit on Bell Street. The unit I will be occupying is on the northwest corner of the building, which is on the opposite side of the parking lot that is adjacent to the Bell Street Global Inc. Properties.

To be quite honest, my strongest motivation of asking for the amended statute is personal safety. I will be on the island and residing in said residence alone for part of the winter and feel more comfortable as a female approaching the building in a more public and well-lit area, as well as having a quicker/shorter access to my residence. I understand that I live on Madeline Island, which is a very safe place, but I have dealt with stalker/home invasions in the past. I suppose you can say I am paranoid, which would be true.

I hardly feel like this is a hard ask of my representatives. If you have a strong opinion or feel this would be detrimental to the Town, I will respect those feelings. I would at least ask that you consider the request first, before brushing it off.

Sincerely,

Molly Sullivan



Micaela Montagne

From: Molly Sullivan <molly.sullivan17@gmail.com>
Sent: Tuesday, November 10, 2020 10:35 PM
To: Micaela Montagne
Subject: Bell Street Parking
Attachments: Parking Request .pdf; Bell Street 2020 Lease Molly.docx

Hi Micaela,

Looks like I have to try again. Please add this to the agenda at the next town meeting. Thank you!

Molly

Micaela Montagne

From: molly.sullivan17@gmail.com
Sent: Thursday, November 12, 2020 4:44 PM
To: Micaela Montagne
Subject: Re: Bell Street Parking

Hi Micaela,

It looks like I don't have a copy of the signed lease. I requested Dave to send me one but he is in Utah on vacation. I will submit it to you before the next town meeting. Thank you.

Molly

Sent from my iPhone

On Nov 11, 2020, at 9:41 AM, Micaela Montagne <clerk@townoflapointewi.gov> wrote:

Molly,
I can distribute this and ask about getting it on the next agenda, but the lease you sent is not signed. Do you still want me to include it?
Thanks,

Micaela Montagne
La Pointe Town Clerk
PO 270
La Pointe, WI 54850
clerk@townoflapointewi.gov
715-747-6913

From: Molly Sullivan <molly.sullivan17@gmail.com>
Sent: Tuesday, November 10, 2020 10:35 PM
To: Micaela Montagne <clerk@townoflapointewi.gov>
Subject: Bell Street Parking

Hi Micaela,

Looks like I have to try again. Please add this to the agenda at the next town meeting. Thank you!

Molly



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

LA POINTE POLICE DEPARTMENT

MADELINE ISLAND

270 MAIN STREET

LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913

FAX: (715) 747-3096

police@townoflapointewi.gov

To: La Pointe Town Board

CC: file

From Chief William Defoe

Date: 11/19/2020

Re: budget

In the past week I have received two emails from the Town Administrator.

One stating that the town board will not be filling the 3rd full time position, the other requesting that I reduce my budget by \$13,000.

First, I don't mind not filling the 3rd full time position (for now) as the Covid situation has allowed us to reduce our hours as there have been no bars open and will not be open in the foreseeable future. However, if the world goes back to normal by spring, we as a department will be completely underwater and understaffed and have a potential of creating a lot of over time for the department.

I was asked to cut three-line items in my budget, first being uniforms. I had budgeted as if we had to outfit a new officer, we can easily cut that in half. Hiring expenses can easily be cut in half as it was budgeted for a psychological exam for a new FT hire.

Unfortunately, I was asked to reduce the hours of department operation with a simplistic equation that does not work, we do not cover 16 hours a day (in a normal year) we cover approximately 20 hours a day and reduce it in the winter months. Although we are not hiring for the 3rd position, we have always used the hours the third person was scheduled for. If you recall, the reason we went to a 3rd full time was because due to the health care act, we couldn't give that third person more than 28 hours a week anymore without giving them benefits and could not keep people due to not enough hours. We had a ton of OT in those years for the FT guys. As I recall, Dan and I both were working 20 hours of OT per pay period in the fall of 2016 as our part time staff all took jobs elsewhere for full time positions.

Officers are budgeted for 86 hours per two weeks pay period, not 40 hours per week. In 2021 we have to cover for 5 weeks of vacation, 8 personal days as well as sick time and holidays.

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initiat: dg

November 19, 2020

Part time hours cover double up on weekends from Memorial Day to Labor Day for 22 hours a week for 14 weeks as well as Applefest weekend. This equates to roughly 308 hours and with Applefest weekend, 330 hours.

As we have a pandemic and the bars are closed and people restricting their travel, we can get away with reducing hours and coverage, we have all year so far and have felt that we have done our part to reduce costs. November, December and January are traditionally the months where we can get away with reduced hours as they are our slowest months and the bars have traditionally closed earlier. And we are working on a schedule that does just that, a skeleton coverage without giving up security and response.

Come this spring with 3 potential vaccines for COVID, the word is that the world will do more traveling in 2021 than in previous years if the virus is under control. Cutting hours of service for the police department should not be at the expense of the safety and response time of the citizens. As more people will equal more problems. Like I said, we have been covering 16 hours a day during this pandemic, but without the pandemic, we would be covering 18-20 hours per day.

16 hour a day shifts from spring to fall, will not cover and will likely result in either no coverage times or OT. Ashland County has already said they will not patrol the island but will respond if need be.

Right now, officers are not paid on call after their shifts, and this town has been expecting them to be at the ready 24 hours a day without compensation for it. It does not sit well with the guys who stay overnight all year long.

Things to ponder, you get what you pay for. I understand the budget crunch, but it should not be at the expense of the safety and response time of the citizens. We have been trying to do our part to cut where we can, save where we can.

In other words, it is either cut it and not have coverage when we need it if the world starts getting back to normal or we can cut it and hope we have another summer like the one we just had where it would be ok.

Either way, I personally would rather be prepared for what could come. We can cut and revisit this spring, but seriously "it is better to have it and not need it than to need it and not have it and try to come up with a solution".

Chief William Defoe