(5) TB, Lisa, Barb, Micaela,

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: January 8, 2021

DATES OF REPORT: December 19, 2020 through January 8, 2021

1. Accomplished/Completed

2. Coming Up/Working On

- Fire Recovery/Rebuilding
- Cell Tower
- Updating Ordinances
- Personnel Policy
- Dock Passenger Shelter Project
- Personnel Matters
- Emergency Operations Plan
- COVID-19
- Public Arts Project
- Town Administrator

3. Town Board Agenda - Information/Comments

- <u>Contract with Kathleen Erickson for Lawn Care</u>. This contract is for grass cutting, trimming, etc. at the Greenwood Cemetery for 2021.
- Public Service Commission of Wisconsin (PSC) Energy Innovation Opportunity (EIO) Grant Project and Application. The Energy Committee recommended that the Town Board contract with Solar CBI to compile information regarding possible solar projects on Town property and make recommendations to the Committee about what projects to pursue and the viability of applying for an EIO grant. The Energy Committee is meeting on Friday, January 8 at noon to hear the recommendations. They will in turn make a recommendation to the Town Board about how to proceed. I will distribute that information to the Board on Monday, January 11 for consideration at the January 12 meeting. The grant is due on January 21, 2021.
- Consider Land Swap with Evan J. Erickson for ESB Utility Easement; Parcel Numbers 014-00198-0202, 014-00198-0203, 014-00198-0204, and 014-00199-0000. See separate memo.
- <u>Town Administrator Hiring Process</u>. Ads for the position will be posted in many locations as per the PAA contract. Lisa and Kevin are putting together a community profile that will be sent out to many towns via the WI Clerk's mailing list.
- Change Order #2 with Five Star. See separate memo.
- Change Orders # 7 and #8 with Berghammer. See separate memo.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

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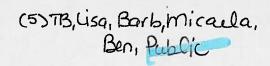
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6. Lawsuits/Legal Issues

Town Board members have been advised of any updates.

7. Comments/Other Information

- I met with Cindy, Rick and Bill on January 7 to discuss the ESB construction, outfitting and logistics of moving in. The plan is to begin the move on or before 2/28/21.
 - We discussed the budget for equipping the building and went over what is yet to be purchased.
 All items on the list have a monetary placeholder
 - All volunteers and staff who will be occupying the building will need to go through training regarding the door/lock system, the conference equipment, and other equipment associated with the building.
 - o Ray the Town's Facilities Manager will be responsible for learning and maintaining the systems in the new ESB.
 - o Cindy, Rick, Bill and I will meet again in two weeks to go over where construction and purchasing is at.
 - Town emergency services staff/volunteers have begun getting their COVID shots yippee!!
- Town staff are meeting onsite with St. John's/Wood's Hall representatives on Friday 1/8/21 at 2:30 to review a draft lease agreement and discuss matters related to that agreement. The agreement must be reviewed by church and Wood's Hall committees prior to coming to the Town Board for consideration.
- Barb will be taking some time off in January yippee for her!



December 2020 Public Works Report

Roads/Equipment

- With what felt like an extended fall season into the month, the crew was able to spend extra time servicing, updating where needed, and completing some thorough equipment maintenance. The grader wing was mounted, and brand-new blades installed. The airport's TV145 tractor was fully serviced along with the snowblower, which needed some repairs. All working plows and sanders are ready for action. Pete and Evan are doing excellent work in the shop.
- There were a few plow worthy days in early December, but it looked like it was going to be a brown and gray holiday season. We finally had a worthy blizzard begin on the afternoon of 12/23 that required some long hours by the crew into Christmas Eve to properly clear the roads.

Parks

- Bayfield Lumber and the Bayfield VFW donated a holiday wreath to the Town honoring all veterans, which was put up at the Gazebo.
- Big Bay Town Park nightly camping rates have increased by \$5 and are in effect, bringing the cost of camping to \$33 per night for non-electric and tent sites, and \$40 per night for electric sites. The Park is beginning to fill up for the 2021 season as expected, with 538 camping reservations at year's end.
- The crew will continue to make every effort to create and maintain a skating rink at the Rec Center, with the help of La Pointe FD, as demand is high. It wasn't possible last season, but things are shaping up and temperatures are cooperative, so the crew will make every effort.

MRF

- MRF rates have increased and are in effect. Please refer to other article in this Gazette for detailed information. There has been a mixed response to these changes as anticipated, but I believe the numbers are indisputable and will answer all questions.
- A plan for a new 'Exchange' is in the works, and it has the potential to benefit everybody, which is a rare occurrence.

Misc./Admin.

- With the extended dry weather and solid or near frozen ground, attempts at brush cutting areas surrounding the runway at Major Gilbert Field were taken, and a large area of tag alder that is otherwise impossible to access due to standing water was successfully cleared. Efforts will continue when possible.
- I am very glad that the Town has hired Ray Hakola as our new Facilities Manager. Ray is a great addition to the Public Works team and will be working with the crew and I, as well as staff from other departments to get up to speed on old and new projects and continued upkeep. We all look forward to combining efforts and developing better maintenance schedules for all Town buildings and properties.
- Happy New Year and good riddance 2020.

Respectfully submitted, Ben Schram

Public Works Director

JAN 7 2020

TBELISA Burb, Wienela,

MEMO

TO:

Town Board

CC:

Lisa, Barb, Public

FROM:

Micaela Montagne, Town Clerk

RE:

Special Assessments of Big Arn's Road and Brian's Road

DATE:

January 7, 2021

This packet will provide you with preliminary information regarding Big Arn's Road/ Brian's Road and the Special Assessment Process.

Included is information about Special Assessments, a map of Big Arn's/Brian's, info on existing Special Assessments and an actual cost breakdown of the Big Arn's/Brian's Road project.

Some things to think about/ discuss at the 1/12/2021 Town Board Meeting:

How many parcels will be included in the special assessment?

What costs will be included?

How many years to assess?

What additional information do you want/ need?

The original petition received to have the Town take over the roads asked the Town to consider a special assessment of no less than 10 years and up to 20 years, not to exceed \$400/ year over 20 years.

Next steps will be to formally begin the Special Assessment process with a Resolution. Then schedule and have the Public Hearing prior to finalizing the assessments with another Resolution.

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Special Assessment Process: General

- Town Board must pass an initial <u>resolution</u> imposing a special assessment. The resolution must describe the purpose of the assessment, the limits of the assessment district, the number of installments in which the property owner may pay the assessment, and direct a municipal officer or employee to make a report on the proposal.
- The <u>report</u> required prior to issuing an assessment must include certain items. It includes preliminary or final plans and specifications of the project. The official must include an estimate of the entire cost of the project. The report must also have an estimate for each parcel of property affected, an assessment of the benefits to be levied, the damages to taken or damaged property, and the net amount of benefits over damages.
- Notice of a public hearing. The notice must state the nature of the proposed work or improvement, the boundaries of the assessment district, which could include a map, the place and time where the report may be inspected, and the place and time where all interested persons can appear before the board. The clerk must publish a class one notice under ch. 985 as well as mail notice at least 10 days before the hearing to every interested person. This means any potential property owner who could face an assessment. The public hearing must occur between 10 and 40 days after publishing the notice
- Final Resolution: approve a resolution that adopts the plan and details in the report. The clerk must then publish the resolution as a class 1 notice under ch. 985 and mail it to all interested parties

How to Utilize Special Assessments

I recently celebrated my first year at the Towns Association. In that short time I have picked up on some of our Executive Director's favorite stories or sayings. One he is fond of deals with Wayne Gretzky, the greatest hockey player of all-time. According to Mike, when someone asked him how he scored so many goals, he responded by saying that he "skates to where the puck is going to be, not where it's been." This story can apply to many situations, including town government. When the town thinks about future growth and/or development it needs to make a roadmap on how to get there. Special assessments can act as a fuel for the engine of development.

The obvious first question is what is a special assessment? It is essentially a cost sharing mechanism local governments can use for installing vital infrastructure and public improvements. Typical projects include streets, curb and gutter, sidewalks, sanitary sewer installation, streetlights, or various other similar projects. But, the town can only assess property that actually receives a benefit. The town cannot impose an assessment on the entire town for a project that only benefits a select number of properties.

There are two ways a municipality may impose special assessments: the police power or the town's general taxation authority. The distinction is important because there are different requirements that must be met depending on what authority is used for the assessment. However, under both processes the town may not assess more than the actual costs of the project. Imposing a special assessment under the tax authority requires the town to demonstrate the actual benefits to the property, and the town may not assess more than the actual benefits under Wis. Stat. 66.0703(1)(b). If the town assesses more than the actual benefit received, a taking claim could be brought against the town. Utilizing the police power to impose a special assessment has two requirements. First the property must benefit from the improvement. Second the amount of the assessment must be established on a reasonable basis. Using the police power means that the actual benefits do not need to be determined precisely, but they must exist and must be special to that particular property.

Procedure

Prior to assessing property, the town must follow statutory procedures that allow for public input. To begin the process, the board must pass an initial resolution imposing a special assessment. The resolution must describe the purpose of the assessment, the limits of the assessment district,

the number of installments in which the property owner may pay the assessment, and direct a municipal officer or employee to make a report on the proposal.

The report required prior to issuing an assessment must include certain items. It includes preliminary or final plans and specifications of the project. The official must include an estimate of the entire cost of the project. The report must also have an estimate for each parcel of property affected, an assessment of the benefits to be levied, the damages to taken or damaged property, and the net amount of benefits over damages. If the town uses the police power for the assessment, the report must include a schedule of assessments for properties impacted instead of the estimate figure stated above. Once finished, the responsible official files the report with the town clerk for public inspection.

Once the report is filed, the clerk must send out notices of a public hearing. The clerk must prepare a notice stating the nature of the proposed work or improvement, the boundaries of the assessment district, which could include a map, the place and time where the report may be inspected, and the place and time where all interested persons can appear before the board. The clerk must publish a class one notice under ch. 985 as well as mail notice at least 10 days before the hearing to every interested person. This means any potential property owner who could face an assessment. The public hearing must occur between 10 and 40 days after publishing the notice.

After the hearing, the board may approve, amend, or decline the project. If the board approves the project it must approve a resolution that adopts the plan and details in the report. The clerk must then publish the resolution as a class 1 notice under ch. 985 and mail it to all interested parties.

Determining Benefits

A critical part of the assessment process is determining benefits. First, a town's determination of benefits to the property starts with a presumption of validity. But the town will need to show that it used a reasonable formula in determining benefits. Generally speaking, the benefit must be unique and special. In other words it cannot be a project equally benefitting the entire community.

With taxing power assessments, as stated above, the town can assess the value of the benefits conferred. That means standard appraisal methods are a good criteria for assessing the property. The town can take the increase in value to the property after the project. With police power assessments, reasonability is the guiding principle. There is not necessarily a single formula that will work for determining how to split the costs. But the property must be benefitted and the assessment must be reasonable. There are several different ways to go about allocating the assessment in an equitable manner. The town could use the front footage of the parcel, the area of the lot, or a combination of the two.

Collecting Special Assessments

Special assessments become liens against property, and is similar in its effect to general property taxes. The assessment is placed on the current or next tax roll for collection. The amount must be

paid in full unless the board adopts an ordinance allowing installment payments. Also, generally speaking tax exempt property is not exempt from assessments, but there are exceptions.

appeal in the manner prescribed in s. 66.0703 (12) within 40 days of the date of the final determination of the governing body.

History: 1983 a. 532; 1989 a. 322; 1999 a. 150 s. 544; Stats. 1999 s. 66.0701. An ordinance under this section may use police power as the basis for a special assessment. Mowers v. City of St. Francis, 108 Wis. 2d 630, 323 N.W.2d 157 (Ct. App. 1982).

- 66.0703 Special assessments, generally. (1) (a) Except as provided in s. 66.0721, as a complete alternative to all other methods provided by law, any city, town or village may, by resolution of its governing body, levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon the property by any municipal work or improvement; and may provide for the payment of all or any part of the cost of the work or improvement out of the proceeds of the special assessments.
- (b) The amount assessed against any property for any work or improvement which does not represent an exercise of the police power may not exceed the value of the benefits accruing to the property. If an assessment represents an exercise of the police power, the assessment shall be upon a reasonable basis as determined by the governing body of the city, town or village.
- (c) If any property that is benefited is by law exempt from assessment, the assessment shall be computed and shall be paid by the city, town or village.
- (2) The cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost, the resulting damages, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the city, town or village and the cost of any architectural, engineering and legal services, and any other item of direct or indirect cost that may reasonably be attributed to the proposed work or improvement. The amount to be assessed against all property for the proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the governing body.
- (3) A parcel of land against which a special assessment has been levied for the sanitary sewer or water main laid in one of the streets that the parcel abuts is entitled to a deduction or exemption that the governing body determines to be reasonable and just under the circumstances of each case, when a special assessment is levied for the sanitary sewer or water main laid in the other street that the corner lot abuts. The governing body may allow a similar deduction or exemption from special assessments levied for any other public improvement.
- (4) Before the exercise of any powers conferred by this section, the governing body shall declare by preliminary resolution its intention to exercise the powers for a stated municipal purpose. The resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the number of installments in which the special assessments may be paid, or that the number of installments will be determined at the hearing required under sub. (7), and direct the proper municipal officer or employee to make a report on the proposal. The resolution may limit the proportion of the cost to be assessed.
 - (5) The report required by sub. (4) shall consist of:
 - (a) Preliminary or final plans and specifications.
- (b) An estimate of the entire cost of the proposed work or improvement.
- (c) Except as provided in par. (d), an estimate, as to each parcel of property affected, of:
 - 1. The assessment of benefits to be levied.
 - 2. The damages to be awarded for property taken or damaged.
- The net amount of the benefits over damages or the net amount of the damages over benefits.
- (d) A statement that the property against which the assessments are proposed is benefited, if the work or improvement constitutes an exercise of the police power. If this paragraph applies,

the estimates required under par. (c) shall be replaced by a schedule of the proposed assessments.

- (6) A copy of the report when completed shall be filed with the municipal clerk for public inspection. If property of the state may be subject to assessment under s. 66.0705, the municipal clerk shall file a copy of the report with the state agency which manages the property. If the assessment to the property of the state for a project, as defined under s. 66.0705 (2), is \$50,000 or more, the state agency shall submit a request for approval of the assessment, with its recommendation, to the building commission. The building commission shall review the assessment and shall determine within 90 days of the date on which the commission receives the report if the assessment is just and legal and if the proposed improvement is compatible with state plans for the facility which is the subject of the proposed improvement. If the building commission so determines, it shall approve the assessment. No project in which the property of the state is assessed at \$50,000 or more may be commenced and no contract on the project may be let without approval of the assessment by the building commission under this subsection. The building commission shall submit a copy of its determination under this subsection to the state agency that manages the property which is the subject of the determination.
- (7) (a) Upon the completion and filing of the report required by sub. (4), the city, town or village clerk shall prepare a notice stating the nature of the proposed work or improvement, the general boundary lines of the proposed assessment district including, in the discretion of the governing body, a small map, the place and time at which the report may be inspected, and the place and time at which all interested persons, or their agents or attorneys, may appear before the governing body, a committee of the governing body or the board of public works and be heard concerning the matters contained in the preliminary resolution and the report. The notice shall be published as a class 1 notice, under ch. 985, in the city, town or village and a copy of the notice shall be mailed, at least 10 days before the hearing or proceeding, to every interested person whose post-office address is known, or can be ascertained with reasonable diligence. The hearing shall commence not less than 10 nor more than 40 days after publication.
- (b) The notice and hearing requirements under par. (a) do not apply if they are waived, in writing, by all the owners of property affected by the special assessment.
- (8) (a) After the hearing upon any proposed work or improvement, the governing body may approve, disapprove or modify, or it may rerefer the report prepared under subs. (4) and (5) to the designated officer or employee with directions to change the plans and specifications and to accomplish a fair and equitable assessment.
- (b) If an assessment of benefits is made against any property and an award of compensation or damages is made in favor of the same property, the governing body shall assess against or award in favor of the property only the difference between the assessment of benefits and the award of damages or compensation.
- (c) When the governing body finally determines to proceed with the work or improvement, it shall approve the plans and specifications and adopt a resolution directing that the work or improvement be carried out and paid for in accordance with the report as finally approved.
- (d) The city, town or village clerk shall publish the final resolution as a class 1 notice, under ch. 985, in the assessment district and a copy of the resolution shall be mailed to every interested person whose post-office address is known, or can be ascertained with reasonable diligence.
- (e) When the final resolution is published, all work or improvements described in the resolution and all awards, compensations and assessments arising from the resolution are then authorized and made, subject to the right of appeal under sub. (12).
- (9) If more than a single type of project is undertaken as part of a general improvement affecting any property, the governing body may finally combine the assessments for all purposes as a

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single assessment on each property affected, if each property owner may object to the assessment for any single purpose or for more than one purpose.

- (10) If the actual cost of any project, upon completion or after the receipt of bids, is found to vary materially from the estimates, if any assessment is void or invalid, or if the governing body decides to reconsider and reopen any assessment, it may, after giving notice as provided in sub. (7) (a) and after a public hearing, amend, cancel or confirm the prior assessment. A notice of the resolution amending, canceling or confirming the prior assessment shall be given by the clerk as provided in sub. (8) (d). If the assessments are amended to provide for the refunding of special assessment B bonds under s. 66.0713 (6), all direct and indirect costs reasonably attributable to the refunding of the bonds may be included in the cost of the public improvements being financed.
- (11) If the cost of the project is less than the special assessments levied, the governing body, without notice or hearing, shall reduce each special assessment proportionately and if any assessments or installments have been paid the excess over cost shall be applied to reduce succeeding unpaid installments, if the property owner has elected to pay in installments, or refunded to the property owner.
- (12) (a) A person having an interest in a parcel of land affected by a determination of the governing body, under sub. (8) (c), (10) or (11), may, within 90 days after the date of the notice or of the publication of the final resolution under sub. (8) (d), appeal the determination to the circuit court of the county in which the property is located. The person appealing shall serve a written notice of appeal upon the clerk of the city, town or village and execute a bond to the city, town or village in the sum of \$150 with 2 sureties or a bonding company to be approved by the city, town or village clerk, conditioned for the faithful prosecution of the appeal and the payment of all costs that may be adjudged against that person. The clerk, if an appeal is taken, shall prepare a brief statement of the proceedings in the matter before the governing body, with its decision on the matter, and shall transmit the statement with the original or certified copies of all the papers in the matter to the clerk of the circuit court.
- (b) The appeal shall be tried and determined in the same manner as cases originally commenced in circuit court, and costs awarded as provided in s. 893.80.
- (c) If a contract has been made for making the improvement the appeal does not affect the contract, and certificates or bonds may be issued in anticipation of the collection of the entire assessment for the improvement, including the assessment on any property represented in the appeal as if the appeal had not been taken.
- (d) Upon appeal under this subsection, the court may, based on the improvement as actually constructed, render a judgment affirming, annulling or modifying and affirming, as modified, the action or decision of the governing body. If the court finds that any assessment or any award of damages is excessive or insufficient, the assessment or award need not be annulled, but the court may reduce or increase the assessment or award of damages and affirm the assessment or award as so modified.
- (e) An appeal under this subsection is the sole remedy of any person aggrieved by a determination of the governing body, whether or not the improvement was made according to the plans and specifications, and shall raise any question of law or fact, stated in the notice of appeal, involving the making of the improvement, the assessment of benefits or the award of damages or the levy of any special assessment. The limitation in par. (a) does not apply to appeals based on fraud or on latent defects in the construction of the improvement discovered after the period of limitation.
- (f) It is a condition to the maintenance of an appeal that any assessment appealed from shall be paid when the assessment or any installments become due. If there is a default in making a payment, the appeal shall be dismissed.

- (13) Every special assessment levied under this section is a lien on the property against which it is levied on behalf of the municipality levying the assessment or the owner of any certificate, bond or other document issued by public authority, evidencing ownership of or any interest in the special assessment, from the date of the determination of the assessment by the governing body. The governing body shall provide for the collection of the assessments and may establish penalties for payment after the due date. The governing body shall provide that all assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent special assessment, as defined under s. 74.01 (3), against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes apply to the special assessment, except as otherwise provided by statute.
- (14) If a special assessment levied under this section is held invalid because this section is found to be unconstitutional, the governing body may reassess the special assessment under any applicable law.

Ĥistory: 1971 c. 313; 1973 c. 19; 1977 c. 29; 1977 c. 285 s. 12; 1977 c. 418; 1979 c. 323 s. 33; 1983 a. 207; 1987 a. 27, 403; 1989 a. 322; 1991 a. 39, 316; 1995 a. 378, 419; 1997 a. 213; 1999 a. 150 ss. 525 to 535; Stats. 1999 s. 66.0703; 2015 a. 55.

Under sub. (15) [now sub. (13)] the assessment lien is effective from the date of the determination of the assessment, not from the date of the publication of the resolution. Dittner v. Town of Spencer, 55 Wis. 2d 707, 201 N.W.2d 450 (1972).

A presumption arises that an assessment was made on the basis of benefits actually accrued. In levying a special assessment for benefits to residential property from a public improvement, the benefit to the property as commercial property may be considered only if the assessing authority can prove there is a reasonable probability of rezoning the property in the near future. Molbreak v. Village of Shorewood Hills, 66 Wis, 2d 687, 225 N.W.2d 894 (1975).

The plaintiff's failure to comply strictly with the express terms of sub. (12) (a) and (f) deprived the court of subject matter jurisdiction. Bialk v. City of Oak Creek, 98 Wis. 2d 469, 297 N.W.2d 43 (Ct. App. 1980).

"Special benefits" under sub. (1) (a) is defined as an uncommon advantage accruing to the property owner in addition to the benefit enjoyed by other property owners. Goodger v. City of Delavan, 134 Wis. 2d 348, 396 N.W.2d 778 (Ct. App. 1986).

Confirmation under sub. (10) permits interest to be collected from the date of the original assessment. Gelhaus & Brost v. City of Medford, 143 Wis. 2d 193, 420 N.W.2d 775 (Ct. App. 1988).

Sub. (12) (d) does not permit a trial court to correct an assessment that was annulled due to lack of evidence. Because sub. (12) (d) evinces an intent that the municipality will reassess, a trial court may modify an assessment only if there is an adequate record of evidence to make the determination. VTAE District 4 v. Town of Burke, 151 Wis. 2d 392, 444 N.W.2d 733 (Ct. App. 1989).

Property specially assessed under the police power must be benefitted to some extent, and the method of assessment must be reasonable, not arbitrarily or capriciously burdening any group of property owners. CTI Group v. Village of Germantown, 163 Wis. 2d 426, 471 N.W.2d 610 (Ct. App. 1991).

Imposition of interest on an assessment from the date of enactment of an ordinance is unreasonable. Village of Egg Harbor v. Sarkis, 166 Wis. 2d 5, 479 N.W.2d 536 (Ct. App. 1991).

A police power special assessment must benefit the property and be made on a reasonable basis. The degree, effect, and consequences of the benefit must be examined to measure reasonableness. Mere uniformity of treatment does not establish reasonableness; rather uniqueness of a property may be the cause for the assessment being unreasonable. Lac La Belle Golf Club v. Lac La Belle, 187 Wis. 2d 274, 522 N.W.2d 277 (Ct. App. 1994).

Sub. (12) (a), when read with s. 895,346, allows a cash deposit in lieu of a bond. Aiello v. Village of Pleasant Prairie, 206 Wis. 2d 68,556 N.W.2d 67 (1996), 95–1352.

An assessment that cannot be legally made cannot be validated by reassessment under sub. (10). An assessment that is invalid by reason of a defect or omission, even if material, may be cured by reassessment. Reassessment is not limited to situations when construction has not yet commenced, and may be made after the project is completed. Dittberner v. Windsor Sanitary District, 209 Wis. 2d 478, 564 N.W.2d 341 (Ct. App. 1997), 98–0877.

Appeals brought under sub. (12) (a) are exempt from the notice provisions of s. 893.80 (1). Gamroth v. Village of Jackson, 215 Wis. 2d 251, 571 N.W.2d 917 (Ct. App. 1997), 96–3396.

An appellant's filing under sub. (12) (a) of a notice of appeal and bond with the municipal clerk within the 90-day limit, but not in the circuit court, was a reasonable interpretation of the statute and did not result in the appeal being untimely. Outagamie County v. Town of Greenville, 2000 WI App 65, 233 Wis. 2d 566, 608 N.W.2d 414, 99-1575.

A summons and complaint meets the requirement of "written notice of appeal" under sub. (12) (a). Mayek v. Cloverleaf Lakes Sanitary District #1, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99-2895.

182, 238 Wts, 2d 261, 617 N.W.2d 233, 99–2895.

The filing of an appeal prior to publication of the final resolution required by sub. (8) (d) was not premature under sub. (12) (a). Section 808.04 (8), which provides that a notice of appeal filed prior to the entry of the order appealed from shall be treated as filed after the entry, is applicable to appeals under this section as the result of the application of s. 801.01 (2), which makes chs. 801 to 847 applicable in all special proceedings. Mayek v. Cloverleaf Lakes Sanitary District #1, 2000 WI App 182, 238 Wis. 2d 261, 617 N.W.2d 235, 99–2895.

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SPECIAL ASSESSMENTS:

	Approved 28/2011	Nelson Co	Gravel	Wetland	Culvert	Phase I	Conting	TOTAL
Mondamin Tra	ail Cul-de-Sa	С						
\$33	3,074.50	14,825.00	5,524.50	2,900.00	5,000.00	2,000.00	2,825.00	\$33,074.50
Actu To Be Special	ual Costs Assessed	Nelson Co 18,347.88	Gravel 5,744.70		Culvert 1,506.60		Tribal Mon 458.15	TOTAL 10 years 6 parcels \$30,006.00 3,000.60 500.10

TB Approved 12/06/2010 Miller Farm Rd	Surveying	Wetland	Attorney	Misc	Tree Rem	County	Culverts	Nelson Co	Fuel	Insurance	Weil	Seed	Misc	TOTAL
\$46,000.00	4,697.90	9,500.00	551.05	1,795.77	3,160.00	2,327.75	8,973.80	1,490.00	5,000.00	5,000.00	0.00	2,000.00	1,503.73	\$46,000.00
Actual Costs To Be Special Assessed	Surveying 4,697.90	Wetland 9,500.00	Attorney 551.05	Misc 1,918.77	Tree Rem 3,160.00			Nelson Co 1,490.00	Fuel 5,000.00	Insurance 5,000.00	Well 550.00	Seed 1,691.91		TOTAL 10 years 19 parcels \$45,123.18 4,512.32 237.49

DRAFT!!!! Big Arn's Road	Town Labor	Town Equip	Gravei Materials	Culverts	Legal	Permits	Publish	A County		Loan Interest 2021-2030	TOTAL
Actual Costs What To Be Special Assessed?	Full Town Labor 27,038.28		Gravel Materials 98,554.16		Legal 1,380.00	Permits 126.00	Publish 203.21	A County 63,955.07	signages	Loan Interest 2021-2030 24,343.88	\$0.00 TOTAL years parcels \$274,550.97 #DIV/0! #DIV/0!

Big Arns Road Actual Costing

LABOR	Total HRS	Salary	Benefits/Pay	Total	SUBTOTA
2018:					
Goetsch, Paul	11	36	\$48.31	531.41	
Schram, Ben	9.5	22	\$40.45	384.28	
	20.5			915.69	\$915.69
2019:					
Erickson, Evan J	71	20.99	\$23,53	1,670.63	
Goetsch, Paul	13	37.04	\$48.82	634.66	
Hardie, Richard	73.25	17.99	\$22.23	1,628.35	
Maday, John	2.5	16	\$17.93	44.83	
Montano, Nick	62	37.03	\$47.38	2,937.56	
Pallas, Kristopher	246,25	16.81	\$26.21	6,454.21	
Schram, Benjamin	98.75	30	\$49.60	4,898.00	
Sowl, F Keith	105.5	30	\$33.63	3,547.97	
Wiggins, Kevin	1.5	17	\$26.46	39.69	
Wiggins, Peter	68.5	23	\$39.97	2,737.95	
	742.25			24,593.84	\$24,593.84
2020:					
Frickson, Evan R	15.75	21	\$31.33	493.45	
Wiggins, Kevin	14	17	\$26.56	493.45 371.84	
Niggins, Peter	16.5	23	\$40.21	663.47	
Schram, Ben	0	30	\$49.85	0.00	
	46,25			1,528.75	\$1,528.75

EQUIPMENT	Hours	Rate	Total	SUBTOTAL
2018:				
Pickup trucks	6	\$18.50	111.00	
Tandem Dump Truck	9.5	\$81.40	773.30	
	15.5	402.70	884.30	4000
	20,0		004.30	\$884.3
2019:				
Pickup trucks				
Tandem Trucks	70.75	\$19.00	1,344.25	
Dump Trucks	365	\$85.50	31,207.50	
2 ton pickup	70	\$66.20	4,634.00	
110 Backhoe	37	\$32.95	1,219.15	
Frailer T-1	3	\$60.63	181.89	
Frailer T-5	16.5	\$48.58	801.57	
	2	\$48.58	97.16	
ISO Bull dozer	12	\$56.08	672.96	
772 Grader	47.5	\$124.75	5,925.63	
120 Excavator	7.5	\$56.15	421.13	
5D45 Compactor	6	\$47.33	283.98	
Skid steer	3	\$56.08	168.24	
Chainsaw	38.5	\$9.73	374.61	
	678.75		47,332.06	\$47,332.06
2020-				
2020:				
Pickup trucks	15	18.00	270.00	
ton pickup	15.75	31.90	502.43	
kid steer	15.5	57.08	884.74	
	46.25		1,657.17	\$1,657.17

GRAVEL	*			SUBTOTAL
2019:				
Velson Co. (4,000 tons)			114,400.00	
Didn't use all Nelson Co purchase			-114,400.00	
Calculated use of Nelson Co purchase			66,151.80	
Calculated use of Ashland County purchase			28,516.76	
			94,668.56	\$94,668.56
<u>2020;</u>				
Calculated use of Nelson Co purchase			1,029.60	\$1,029.60
PIT RUN/SAND				
2019:				
Pit Run	929	3	2,787.00	
Sand	20	3	60.00	
			2,847.00	\$2,847.00
2020:				
Pit Run	3	3	9.00	
Sand		3	0.00	
			9.00	\$9.00
CULVERTS				
2019:				
ASDCO			8,102.00	
MIFL (50%)		T -	189.75 8,291.75	\$8,291.75
LEGAL:				
2018:			40.00	
Dallenbach, Anich			500.00	
Dallenbach, Anich Dallenbach, Anich			540.00	
Daneribacii, Aincri			1,080.00	\$1,080.00
<u>2019:</u>				
Dallenbach, Anich			180.00	
Dallenbach, Anich			120.00	
			300.00	\$300.00
		1 10		
PERMITS				
<u>2019:</u>			126.00	\$126.00
MIFL - A Cty Delineator				

PUBLISHING		
2019:		
Daily Press (APG Media) Gravel	76.63	
Daily Press (APG Media) Culverts	108.28	
Daily Press (APG Media) Culverts	18.30	
	203.21	\$203.21
ASHLAND COUNTY: 2019:		
Ashland County (June Labor & Equipment)	1,009.44	
Ashland County (Aug Labor, equipment, materials)	79.76	
Ashland County (Sept Labor, equipment, materials)	58,284.06	
Ashland County (OctLabor, equipment, materials)	4,581.81	
	63,955.07	\$63,955.07
MISCELLANEOUS		
MISCELLANEOUS 2018:		
	30.50	\$30.50
2018:	30.50	\$30.50
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone)	30.50 115.09	\$30.50
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone) Cardmember Services (Signages)		\$30.50
2018: Cardmember Services (PRG)	115.09 426.00 213.50	
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone) Cardmember Services (Signages)	115.09 426.00	
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone) Cardmember Services (Signages)	115.09 426.00 213.50	
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone) Cardmember Services (Signages) Chicago Iron (sign posts)	115.09 426.00 213.50 754.59	\$30.50 \$754.59
2018: Cardmember Services (PRG) 2019: Verizon (FKS Cell phone) Cardmember Services (Signages) Chicago Iron (sign posts) Loan Interest 2021 pro-rated	115.09 426.00 213.50 754.59	

	Grand Total Big Arn's Road:	\$274,550.96
Estimated Loan Interest		\$24,343.88
2018 TOTAL 2019 TOTAL 2020 TOTAL		\$2,910.49 \$243,072.07 \$4,224.52

Loan Interest 2025 Loan Interest 2026

Loan Interest 2027

Loan Interest 2028

Loan Interest 2029

Loan Interest 2030

2,679.33

2,254.65

1,821.45

1,383.34

928.86

469.05 24,343.88

\$24,343.88

(5) TB, Lisa, Barb, Micaula,
Ben, Raw, Aublic

Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 01/07/21

Re: Monthly report for December 2020

During the month of December our airport was issue free !

Attached are logs / checklists

Thanks!

cover + 4

RECEIVED

JAN 7 2020

Initial: dq

December 2020 Traffic count and revenue log/checklist

Drop box receipts \$ 0.00

The following filed flight plans:

12/04 N192AF 12/05 N104FM 12/09 N3968N 12/20 N192AF

See attached sign in sheet (s) for additional traffic counts

12/20 Terminal 10g

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il Airport NOTAM Re	port		58794286	12/203	IGRB 12/203 4R5 RWY 04/22 WIP BRUSH	4R5	Paul	airport@to		1
TAM Action Report			58873529	12/302	IGRB 12/302 4R5 RWY 04/22 WIP SN REM	4R5	Paul	airport@to		1
INS NOTAM Action R	eport		58884236	12/322	IGRB 12/322 4R5 RWY 04/22 WIP SN REM	4R5	Paul	airport@to		1
nowleaues			58903878	12/350	IGRB 12/350 4R5 AD AP CLSD 2012241441	4R5	Paul	airport@to		
ter Name	Filter Value		58913959	12/366	:GRB 12/388 4R5 RWY 22 FICON 1/1/1 50	4R5	Paul	airport@to		•
cation	4R5		58913990	12/367	IGRB 12/387 4R5 APRON TERMINAL APN	4R5	Paul	airport@to		
tus	Active,Cancelled,Expired		58922734	12/373	IGRB 12/378 4R5 RWY 22 FICON 1/1/1 50	4R5	Paul	airport@to		
word			58913969	12/366	!GRB 12/366 4R5 RWY 22 FICON 1/1/1 50	4R5	Paul	airport@to		
te Renge (Start)	12/01/2020		58913990	12/367	!GRB 12/387 4R5 APRON TERMINAL APN	4RS	Paul	airport@to		
a Range (End)	12/31/2020		58922766	12/374	IGRB 12/374 4R5 APRON TERMINAL APN	4R5	Paul	airport@to		
	1280 F. H. 12 M.		58922779	12/375	IGRB 12/3/75 4R5 TWY ALL FICON ICE OB	4RS	Paul	airport@to		
			58931011	12/382	IGRB 12/382 4R5 RWY 04 FICON 1/1/1 50	4R5	Paul	airport@to		
			58941259	12/454	IGRB 12/454 4R5 RWY 22 FICON 1/1/1 50	4R5	Paul	airport@to		
			58854085	12/509	IGRB 12/509 4R5 RWY 22 FICON 1/1/1 60	4R5	Paul	airport@to		
			58954085	12/509	IGRB 12/509 4R5 RWY 22 FICON 1/1/1 60	4R5	Paul	alrport@to		
			58970307	12/558	IGRB 12/558 4R5 AD AP CLSD 2012301527	4R5	Paul	airport@to		
			58983878	12/808	IGRB 12/606 4R5 AD AP ALL SFC WIP SN	4R5	Paul	airport@to		
			58983878	12/606	IGRB 12/606 4R5 AD AP ALL SFC WIP SN	4R5	Paul	airport@to		
			58987005	12/624	IGRB 12/624 4R5 RWY 22 FICON 3/3/3 90	4R5	Paul	airport@to		

12/20 NOTAM

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

CONTRACT FOR SERVICES

This contract for services is made and Wisconsin, (the "Town") and <u>Ka</u>	d entered into between the thickness the thi	e Town of La Pointe in Ashland County,(the "Contractor").
	RECITALS	
WHEREAS, the Town desires to obtain	the services described her	ein; and
WHEREAS, the Contractor represents necessary to properly perform this cordo so,	to the Town that it has the	e expertise, knowledge and experience s and that it is ready, willing and able to
NOW, THEREFORE, in exchange for Contractor hereby agree as follows:	the valuable consideration	n set forth herein, the Town and the
1. Description of Services. The Conherein, provide the Town with the folio	ontractor will, in accordance owing services:	e with the terms and provisions set forth
Cutting and trimming grass and	d cleaning up debris	
Such services will be provided at:		
The Greenwood Cemetery on I	Middle Road, La Pointe, Wi	and the state of the state of the state of
2. Payment. In exchange for the the Town will pay the Contractor the su	Contractor providing the Tourn of \$_4,400.00	own with the services described herein,as follows:
Contractor will submit an invoi	ce at the end of the season.	
The total amount payable by the Town to exceed \$ 4,400.00 fees, or other fees as described in this content in the content	The Contractor is respons	es under this contract shall, in no event, ible for payment of ferry fees, disposal
3. Dates of Service. The services and <u>December 31, 2021</u> .	provided for herein shall be	e provided between <u>April 15, 2021</u>
4. Reimbursement for Expenses. the terms of this Contract. However, in reimburse the Contractor for the fol connection with performing this Contra	addition to the aforesaid pa llowing actual, reasonable	most of the costs and expenses under syment for services, the Town will also out-of-pocket expenses incurred in

JAN A 2020

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

- 5. Specifications. The specifications for the services to be provided by the Contractor to the Town are set forth in the annexed Exhibit A which is incorporated herein by reference as a part of this Contract.
- **6. Workmanlike Manner.** The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.
- 7. Warranty. The Contractor warrants that:
 - 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
 - Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
 - c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.
- 8. Compliance with Regulations. The Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract prior to starting any work to be performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.
- 9. Assumption of Liability. Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

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

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

- 11. Relationship Between Town and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:
 - a) Maintain its business separate and apart from the Town.
 - b) Hold a Federal Employer Identification Number for its business or else file a selfemployment 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.
 - Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.
- 12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:
 - a) Worker's compensation insurance, if applicable.
 - b) Liability insurance with limits of at least \$1,000,000 per occurrence.
- 13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.
- 14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.
- 15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.
- 16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

they understand each intending to be legal	tract. Each of the undersigned states they have read this contract in its entirety, tha the of its terms and provisions and that they sign the same freely and voluntarily by bound hereby.
18. Notice. Any personally or by regis	notice to either party under this contract shall be in writing and be served eithe stered or certified mail addressed as follows:
To the Town:	
	Administrator
	Town of La Pointe
	PO Box 270
	La Pointe, WI. 54850
	administrator@townoflapointewi.gov
To the Contractor:	Kathleen Erickson
	PO Box 200
	La Pointe, WI 54850
IN WITNESS WHEREC	OF, the undersigned have executed this agreement this day of
20	
The Town of La Point	e (the Town)
Signature:	
Printed Name:	
Title:	

Full Legal Name of Contractor (the Contractor)

Signature: Kathleen Enckson

Title: Lewn Mower

Date:

January 7, 2021

To:

Town Board

From:

Dorgene Goetsch

Clerical Assistant

RE:

Public Arts Committee Appointment

Agenda item for 1/12/2021 Town Board Meeting

There are multiple opening on the Public Arts Committee.

An application was received from Sally Brown to serve on this committee.

• I have verified she no outstanding taxes or utilities at this time.

• The Public Arts Committee made a recommendation at their 1/6/2021 meeting to appoint Sally to this committee.

Please consider appointing Sally Brown to the Public Arts Committee for a term ending 7/31/2022.

Supporting documents are attached.

Thank You,

Dorgers

Current Members:

PUBLIC ARTS COMMITTEE

Committee formed at June 26, 2018 Town Board Meeting. 8 Members appointed at September 11, 2018 Town Board Meeting. Bylaw approved at January 9, 2019 Public Arts Committee Meeting and January 22, 2019 Town Board Meeting

Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

MEMBER:	ADDRESS:	TERM EXPIRES:
Charles Meech Tim Sullivan Robin Trinko Russell Mary Whittaker Peg Bertel Susan Sabre, Chair OPEN OPEN OPEN	P.O. Box 317 P.O. Box 715 P.O. Box 246 P.O. Box 627 P.O. Box 87 P.O. Box 416	July 31, 2021 July 31, 2021 July 31, 2021 July 31, 2022



Town Board approved 9/11/18

TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to the Town Hall, PO Box 270 or email to elerk@townoflapointewi.gov

1. Places calculated as a	
1. Please select the board and/or committee that you wish to be consist than one)	dered for appointment to (you may select more
Zoning Board of Appeals* Madeline Island Public Library Board Town Plan Commission* Affordable Housing Advisory Committee Public Arts Committee	Energy Committee Board of Review Alternate* Community Awards Committee Winter Transportation Committee Election Officials*
	Other:
*****	*Members receive compensation for meeting attendance
2. Personal Information	**************
SALLY O BROWN	1211121)
Name 5-15-11-15	Date 11-15 - 5:15
SALLY C BROWN Name 5-15-11-15 PO BOX 130 LAPOINTE, W154850 /5 Mailing Address	1899 Chanterlaw Drtt 213 12 0/0
Mailing Address	FL 34110
	725-(10
Phone (Evening)	Email Address
Town Resident? Full-time Part-time	Other
*****************	****
3. Have you served on any other Town boards/committees in the past?	YES NO
If yes, what boards or committees?	
4. What are your reasons for seeking an appointment to the board(s)/co I AM AN ANAST LIVING ON the ISLAND. HOW been ha Point Center boards - like to give bas. Why would you be an asset to the board(s)/committee(s) you have so I AM A Creature thin ker with lot boards and community all.	unon the woodstall and LCK to the Community I love
SAILY (Brown Signature)	12/1/20 Date

Name: Sally C Brown
Committee/Board Public Arts Committee

TOWN OF LA POINTE BOARD/COMMITTEE MEMBERSHIP POLICY AND PROCEDURES

A. Scope. The terms of the Policy shall apply to the appointment of all current and future boards, committees and commissions appointed or created by the Town Board, except where in conflict with applicable state statutes, bylaws, contracts, or as otherwise provided.

B. Definitions.

1. Board: A Board is a type of statutory body that must be formed and perform duties according to the guidelines set out in state law. These include:

•	Town Plan Commission -	WI Stats 60.62(4) and 62.23
•	Madeline Sanitary District Board -	Chapter 60, Subchapter IX
•	Zoning Board of Appeals -	WI Stats 60.65
•	Madeline Island Public Library Board-	WI Stats 43.54
•	Board of Review Alternate -	WI Stats 70.46
•	Election Officials -	WI Stats 7.30

- 2. Members: All appointees described herein who have voting authority.
- 3. Quorum: A majority of a board's members are present. A majority is over 50% of the members unless otherwise indicated in the bylaws.
- 4. Bylaws: Rules adopted governing its members and the regulation of its affairs.
- 5. Commission: A commission is a type of statutory body that must be formed and perform duties according to the guidelines set out in state law. These include:
- C. *Eligibility*. Members must be eligible to vote in the Town of La Pointe, unless otherwise provided, and should not have any Town delinquent personal taxes, Town utilities or other Town assessments, and must not have any claim pending against the Town. Town staff will conduct a one-time check for delinquencies upon receipt of application. Present sitting members of any committee are excluded from this requirement. If a claim is placed by a current member of a board, commission, or committee, the member can be removed by a majority vote of the Town Board.
- D. Vacancies through term expiration or resignation. A seated member of a Board, Committee or Commission will be sent a letter and email notifying them that their term of office is expiring. A self-addressed stamped postcard addressed to the Town of La Pointe will be enclosed with the letter, allowing the member to either:
 - 1. Serve another term; or
 - 2. Elect not to serve another term.

A sign-up sheet for the position describing who is being resigned will be posted at the Post office, at the Brummer Company posting board, at the Town Hall posting board, and the Town Hall desk in the Town Hall meeting room for interested parties to sign up.

The member who wishes to serve again should return the postcard or respond to the email. If a postcard is received at the Town Hall indicating that the member wishes to serve again, the Town Clerk or Clerical Assistant will so note the name on the sign-up sheet on the Town Hall desk.

E. Appointment process. The Town Board will consider the following to decide to appoint a member includes these criteria:

- 1. The board, commission or committee's recommendation to the Town Board.
- 2. Seated members who wish to serve again.
- 3. New individuals interested in the open position.

A new individual who has signed up for an open seat must complete an application, certify that they have read the policy that pertains to attendance, and acknowledge they understand the duties and responsibilities of the position.

The Town Clerk shall be responsible for the applications' completeness. The Town Board will jointly select the most qualified individuals for the available positions. These will be kept on file in case of vacancies (See F).

F. Vacancies. Vacancies occurring shall be filled for the unexpired term by appointment of the Town Board from completed applications. If no completed applications are available, the Town Clerk will solicit applications from eligible citizens. All applications will be provided to Town Board members for their review. If an applicant has an application on file and applies for another vacancy, the applicant must review and update their on-file application

G. No financial liability. No member thereof, shall incur any financial liability in the name of the Town without proper authorization.

H. Attendance.

- Active participation by all appointed members is necessary for proper functioning of boards, committees and commissions. Once notice of a meeting has been supplied to a member, it shall be the responsibility of that member to either attend or, prior to the time of the meeting, notify the Town of his/her inability to attend. Attendance may be by telephone or computer if approved in advance by the committee.
- 2. Failure to attend three consecutive meetings without excused absences or 75% of meetings in one year, may be considered as a voluntary resignation. The Board, Committee, or Commission Chair decides if the absence is excused or not.
- 3. If an appointee fails to attend as required herein and thus voluntarily resigns, or for other reasons resigns, the Town Board shall appoint a person to the unexpired term.

Town Staff Support for Committees.

- 1. The Clerical Assistant provides administrative support to the Chairs of the Winter Transportation Committee, the Energy Committee, the Community Awards Committee, the Public Arts Committee and the Harbor Committee to set meeting dates and notify members of meeting dates, ensures information for each meeting is provided to the members in advance and that meetings are recorded. The Clerical Assistant transcribes the minutes and distributes them in a timely manner.
- 2. The Zoning Administrator provides administrative support to the Town Plan Commission and the Zoning Board of Appeals to set meeting dates and notify members of meeting dates, ensures information for each meeting is provided to the members in advance and that meetings are recorded. The Zoning Administrator transcribes the minutes and distributes them in a timely manner.
- 3. The Library Director provides administrative support to the Library Board to set meeting dates and notify members of meeting dates, ensures information for each meeting is provided to the members in advance and that meetings are recorded. The Library Board Secretary transcribes the minutes and distributes them in a timely manner.
- 4. The Town Clerk provides administrative support to the Board of Review and the Election Board to set meeting dates and notify members of meeting dates, ensures information for each meeting is provided to the members in advance.
- The Town Administrator serves as the administrative representative to the following committees: Winter Transportation, Energy Committee, and Harbor Committee.
- J. Removal of members. The Town Board, by majority vote, shall have the authority to remove any member from their seat whenever, in its discretion, the best interests of the Town shall be served thereby, except as provided in state statutes.

I certify by my signature that I have read the applicable Board, Committee or Commission bylaws and this policy and understand the duties of the position.

Horm SALLY BROWN 12/1/20
Date

History: Approved November 9, 2004, reaffirmed March 8, 2008, amended April 12, 2008, amended January 26, 2016, September 11, 2018, October 23, 2018.

Town of La Pointe **Public Arts Committee** Wednesday, January 6, 2021 10:00 a.m. at Town Hall Draft Minutes

Members present:

Susan Sabre; chair, Robin Trinko Russell and Mary Whittaker

Members present via telephone: Peg Bertel

Members absent:

Tim Sullivan and Charlie Meech Town Staff present: Lisa Potswald, Town Administrator

1. Call to Order/Roll Call

The Public Arts Committee meeting was called to order by Susan Sabre on Wednesday, January 6, 2021 at 10:02 a.m. A quorum of the committee is present as reflected in the members listed above.

2. **Public Comment**

None

Minutes of the following meetings to be considered for approval: 3.

A. December 2, 2020

Motion by Mary second by Robin to approve the Public Arts Committee minutes of December 2, 2020 as presented. All in favor, all aye except Peg who abstained. Motion Carried.

4. Committee Projects Discussion.

A. Town Dock

1. Gateway to the Community Project

a. Survey Monkey feedback received

Discussion on comments received so far.

Susan will put a final article in the next Gazette with a deadline to submit survey responses of March 1, 2021. Susan will send a draft to the committee to review before submitting.

Discussion on a letter received from Tim Eldred regarding Gateway project submission.

Motion by Robin, second by Mary to re-open submissions for the Gateway to Madeline Island project. Yay; Peg, Nay; Susan, Robin, Mary. Motion Fails.

Susan will write letter to thank him for his interest.

2. Passenger Shelter

Lisa will bring plans to February meeting to finalize specs so a bid can be posted.

> Public Arts Committee January 6, 2021 Page 1 of 2 pages

3. Other Projects – benches, trellis, flowers
Lisa reported the Town received a solar bench from Xcel Energy and will
be placed at Big Bay Town Park.

- 5. Arts Wisconsin Membership Renewal
 Motion by Mary, second by Susan, to renew the Arts Wisconsin Membership. All in favor, all aye. Motion Carried.
- 6. New Committee member application review & recommendation to Town Board
 Discussion on application received from Sally Brown.
 Motion by Robin, second by Mary to recommend the Town Board appoint Sally Brown to the Public Arts Committee. All in favor, all aye. Motion Carried.
- 7. Public Comment
 None
- 8. Set next Meeting Agenda and Date
 Next meeting scheduled for Wednesday, Pebruary 3, 2021 @ 10:00 a.m. at Town Hall.
- 7. Adjourn

 Motion by Mary, second by Robin to adjourn. All in favor, all aye. Motion Carried.

 Meeting adjourned at 10:53 a.m.

Minutes taken from recorder and respectfully submitted by Dorgene Goetsch, Clerical Assistant

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

TO: Town Board

FROM: Lisa Potswald

RE: Proposed Land Swap with Evan J. Erickson

DATE: January 8, 2021

The Town was granted a utility easement 25' \times 100' in December 2020 for the ESB through two parcels owned by Evan J. Erickson (PIN 014-00198-0202 and 014-00198-0203). This easement took away Evan's ability to build a garage on PIN 014-00198-0202 due to the Zoning Ordinance's required setbacks for that property. Evan proposes that he will swap ownership of the easement for acquiring property from the Town currently located in the Town's PIN 014-00199-0000 (82' \times 30'), which would give him the ability to potentially develop the property located at 014-00198-0204. Please see attached map. This proposal has been reviewed by Zoning Administrator Ric Gillman, who sees no problem with the plan from a zoning perspective.

This swap gives the Town control of, and maintenance responsibility for, the through road between the Winter Transportation Building (WTB) and Voyageur Lane. To ensure the road is not used as a thoroughfare between Whitefish and Big Bay Road, Public Works intends to install a gate at the edge of PIN 014-00199-0000. The road section in question will only be used for transporting the windsleds in and out of the WTB.

Attached you will find a proposal from Nelson Surveying to do the survey work, create the new map, and complete the process for recording the change. Evan has agreed to split the total cost of the survey 50%/50% with the Town.

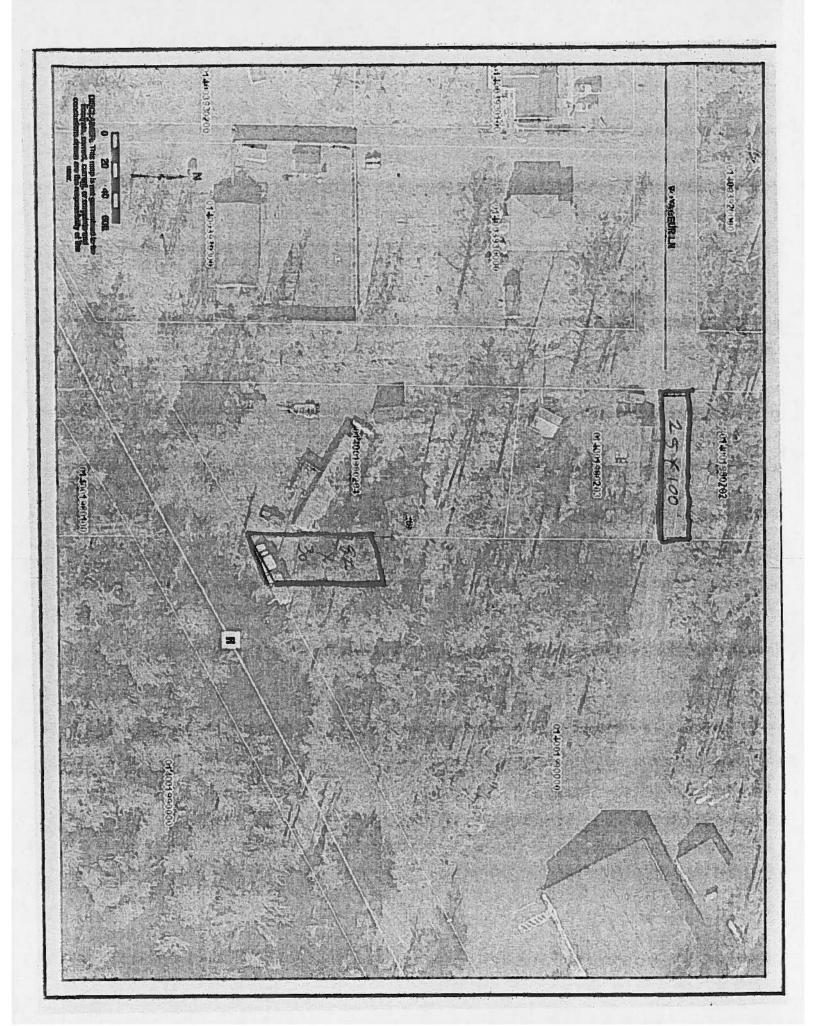
Please let me know if you have any questions.

Cc: Ric Gillman, Zoning Administrator
Ben Schram, Public Works Director.
Evan J. Erickson

RECEIVED

JAN 8 2021

Initial. Cla





www.nelsonsurveying.com 101 West Main Street, Sulte 207 Ashland, Wisconsin 54806 715-682-2692 800-682-9780

Lisa Potswald Town Administrator Town of La Pointe PO Box 270 – 240 Big Bay Road La Pointe, WI 54850

December 30, 2020

DESCRIPTION:

A survey of Lots 2, 3 and 4 of CSM No. 614 located in Government Lot 3 and that part of the SE ¼ of the NE ¼ lying north of County Highway H, all in Section 30, T. 50 N., R. 3 W., in the Town of LaPointe, Ashland County, Wisconsin.

SCOPE OF SERVICES

- Surveying and mapping services required to establish the exterior corners and boundary lines of the above parcels and divide them as directed by the Town of LaPointe.
- Locate, monument and map the right of way of County Highway H.
- Locate and map all above ground improvements on the above parcels.
- Locate and map an Access Easement over the existing driveway to the Town of LaPointe Recycling Center.
- Locate and map observed evidence of possession, per Chapter A-E 7 of the Wisconsin Administrative Code.
- Draft and record a 4 Lot Ashland County Certified Survey Map meeting the requirements of Section 236.34 of the Wisconsin Statutes and the Town of LaPointe and Ashland County Subdivision Control Ordinances, showing the pertinent data obtained during the survey.

NOTE: All projects with estimates exceeding \$1,000.00 will be billed and paid on a monthly basis. Final payment is due on or before delivery of the final documents. We accept VISA, MASTERCARD and DISCOVER.

ESTIMATED COST: \$1,500.00-1,700.00

Plus Town Fees - \$250.00

Plus County Fees - \$350.00

Plus Recording Fee - \$30.00

Requested Retainer: \$500.00

By signing below I state that I have read the terms and conditions enclosed in this contract and agree to the terms set forth and request the survey to be performed.

Authorization to proceed Date

A field inspection of the property has not been completed. If the evidence from the previous surveys has been altered or destroyed or the assumptions that were made are found to be invalid, the cost of the survey may increase. This is your notice that this estimate is subject to change.

Where unexpected developments increase the scope of the work, Nelson Surveying, Inc. (NSI) shall make a reasonable effort to contact you and discuss the changes. If you agree to the increase in the scope of work you must recognize that the cost may also increase.

The final statement will be based on the time and materials needed to complete the survey. At any time, you have the right to cancel the survey and you will be responsible for only the time and materials to that date.

Surveys are often in wooded areas and it is necessary to clear a line of sight through existing vegetation. Should this condition occur within the scope of your survey, NSI hereby advises you that vegetation, including brush, trees, grasses, etc., may be cut or trimmed to open a line of sight. NSI recognizes that certain trees are unique to areas and will do everything within their power to avoid cutting them. However, common trees may be cut to expedite the job.

Trees, bushes or shrubs that exist within residential areas are not cut without the property owner's approval. Should you have any questions regarding this policy, please contact our office. NSI is able under certain circumstances or specifications to work around certain wooded area to avoid cutting of vegetation. This process is not as time efficient and will change the price structure of the estimate.

If you would like us to proceed with the survey, please sign the enclosed copy and return it to our office. We will not proceed with the work until we have the signed authorization of your approval to proceed with the project.

TERMS AND CONDITIONS

ACCESS TO SITE: Unless otherwise stated, NSI will have access to the site for activities necessary for the performance of the services. NSI will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

RETAINER/BILLING/PAYMENT: The Client agrees to pay NSI for all services performed and all costs incurred. Prior to providing services the Client shall deposit a retainer of \$500.00 with NSI. Invoices for NSI's services shall be submitted, at NSI's option, either upon completion of such services or on a monthly basis. Partial invoices are due upon receipt. The final payment is due on or before delivery of the final documents and/of maps. If any invoice is not paid upon receipt, NSI, without waiving any claim or right against the Client, and without liability whatsoever to the Client, may suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid after the due date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the due date, NSI may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

<u>WAIVER:</u> In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against **NSI** arising out of the performance of these services, except for the sole negligence or willful misconduct of **NSI**.

INDEMNIFICATION: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless NSI, its officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of NSI.

<u>DISPUTE RESOLUTION:</u> Any claims or disputes between the Client and NSI arising out of the services to be provided by NSI or out of this Agreement shall be submitted to non-binding mediation. The Client and NSI agree to include a similar mediation agreement with all contractors, subconsultants and subcontractors, providing for mediation as the primary method for dispute resolution among all parties.

TERMINATION OF SERVICES: This agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever the Client shall pay NSI for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

Land Use Planning • Condominium Plots • Subdivisions • Welland Delineation • Architectural Surveys Forographic Surveys • ALTA Surveys, • Certified Surveys • Elevation Gertificates

Mapping • Platting • Land and Route Surveys

NORTHERN WISCONSIN & MICHIGAN

ALTERNATIVE CLAIMS 2020

December 2020

Date	Payable to Who	Check #	Amount	Population
12/2/2020 12/3/2020 12/3/2020 12/8/2020 12/17/2020 12/17/2020 12/17/2020 12/22/2020 12/28/2020 12/31/2020 12/31/2020	Oasis Payroll #25 Emplower/Deferred Comp EMC Insurance Companies Oasis Payroll #26 Emplower/Deferred Comp Superior Tech Services, LLC WI Dept of Revenue Xcel Energy	#81178 EFT#2021-01 EFT#6050 EFT#2021-001 EFT#6051 78535 EFT#11-2020 EFT#12-15 EFT#6052 EFT#2020-12	1,358.99 18,832.58 38,003.36 75.00 11,688.00 53,122.18 75.00 7,925.25 1,051.14 52.30 30,842.28 75.00 13,739.59	Description -11/3/2020 electrics Jan 2021 Health Insurance Payroll ending 11/28/2020 taxes & fees Payroll #25 Deferred Employee Contrib 1st Installment 2021 Work Comp Payroll ending 12/12/2020 taxes & fees Payroll #26 Deferred Employee Contrib 75% ESB Tech Contract PO#2060-62 Nov sales tax collected & calculated New ESB account moved to Town's master account Payroll ending 12/26/2020 taxes & fees Payroll #27 Deferred Employee Contrib Dec Retirement & Employee contributions

DECEMBER 2020 TOTAL: \$176,840.67

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

ALTERNATIVE CLAIMS 2020

December 2020

MI Library

Date	Payable to Who	Check #	Amount	Description
12/15/2020	Library Board approved vouchers		9,414.94	
12/17/2020	Amazon	78524	296.60	(4) 6' Cosco long tables
** "	Amazon	78524	1,960.61	(5) Archery kits, items, (2) Hand trucks
11 11	Bayfield Ace Hardware	78525	79.95	Batteries, Holiday Lights
11 11	Blick Art Materials	78526	162.96	Bead Box, Paper & Art products
89 H	Cardmember Service (LS)	78527	1,157.67	BookShop, 500 postcards, Adobe
R H	Kaiser, Riley	78528	325.00	Library programming (4) + prep
11 11	Knopf, Deborah L Hintz	78529	3,500.00	Oct-Dec 2020 Little Learners Contract
H H	Madeline Island Ferry Lines	78530	500.00	Add to MI Public Lib Card
11 11	Minnesota Elevator, Inc. (MEI)	78531	338.55	
11 ti	Northern Waters Library Servic	78532	410.84	Dec-Feb 2021 Service Agreement
H 11	Norvado, inc.			Annual Software: PDQ,MicroSoft,Anti-Virus
11 11	Whitaker, Zachary	78533 78534	157.76 525.00	Library December phones, fax, DSL Library Program 11/13-12/11 (4)+setu

DECEMBER 2020 TOTAL: 9,414.94

0.00

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

#2020-0324 ALTERNATIVE CLAIMS December 2020

Da	ate	Payable to Who	Check#	Amount	Description
12/	8/2020	A Rasmussen & Sons	78485	1,249.43	6 bldgs annual fall service
1111	****	Anich, Wickman & Lindsey	78486	2,060.00	Nov: ESB Easement, Zoning, Cell Tower, Matting
111	titi	APG Media	78487	131.57	Publishing ESB purchases, Mask/Chap 432
160	T111	Ashland Cty Highway	78488	265.13	Salt picked up 50/50 Town & County
111	1919	Bayfield Lumber	78489	70.00	Forklift rental for MRF Scale
1111	1194	Berghammer Builders	78490	192,501.35	ESB Pay Request #6
188	ret	Brown Plumb & HVAC	78491	78,608.70	ESB Pay Request #3 HVAC & Plumbing
183	\$888	C&S Desgin	78492	1,485.00	Rec Center Bldg Improve PO#2019-74
111	1161	Chicago Iron	78493	64.00	Disposal of 8 microwaves
1888	1111	City of Bayfield	78494	500.00	Housing Study contribution
111	1111	Curry, Martin	78495	71.78	Gas for recycling trip to Stevens Point
111	1.591	Duluth Superior	78496	6,975.00	Fire Dept Radios PO#2020-48
181	1665	Evan & Evan Landscap	78497	55.00	Equipment Rental for MRF
111	\$661	Five Star Electric	78498	57,000.00	ESB Pay Request #3
(1)	1911	Heart Graphics	78499	93.00	
***	1111	Island Gazette	78500	306.00	THall envelopes & Treasurer sign. stamp
***	1111	L&M Fleet	78501	135.55	9/22-10/27 Reg TB minutes published
111	1111	Midland Services	78502		MRF Nuts/bolts, torpedo heater items
111	3111	MIFL	78503	1,659.92	MRF Gas/Diesel hauling/ Rds (2) drums oil
111	1014	NAPA	78504	2,330.75	Nov ferry & freight
1113	****	Northern State Bank	78505	1,417.73	FD Batteries, Rds fluids, MRF Cleanup
111	1111	OSi Environmental	78506	11,547.53	Dec loan #24/#60 2019 Windsleds, etc.,
189	m	Prime Appliances	78507	3,415.00	MRF Oil Removal PO#2020-54
111	ini	Quill		2,563.00	50% on ESB appliances PO#2020-63
111	int	Ray O'Herron	78508	70.70	THall office supplies
111	un	SHI	78509	139.62	Law Enforce ammo
111	1757		78510	6,291.04	2021 MicroSoft office for all PO#2019-88
111	1111	Stainless Software	78511	4.00	November BBTP Reservations @ \$2 ea
111	****	Superieur Petrol	78512	1,132.20	450 gals gas delivered @ \$2.51
191	1111	Twin Ports Testing	78513	2,230.00	ESB November concrete review
***	****	Uline	78514	4,584.75	MRF curtain panels, Scale PO#2020-57
***	1111	Unemployment Insurance	78515	938.85	November: Amb, Parks, Lib/TPC, MRF
 III	1991	US Postal Service	78516	275.00	5 rolls 1st class stamps - THail
199	1991	Vantage Flex	78517	452.00	Dec Flex/Section 125 Admin &2021 Annual
		Verizon Wireless	78518	246.36	10/22-11/21 (4) Cell phones,(2) iPads, (2)Jet Pa
	1911	Waste Manage	78519	3,428.41	Nov disposal fees for: (4) DemCon (1) Solid was
***	1019	Wendel	78520	9,843.50	ESB -9/30/20 Constr management & expenses
121	1019	WI Chiefs of Police Assoc	78521	130.00	2021 Annual membership
191	titt	Xcel Energy	78522	262.36	Street Lights 11/3-12/2
161	1010	Xerox Corp	78523	53.60	Copier use 10/23-11/23 9,745 copies
		12/08/2020 TB Meeting you		\$394.587.83	Under Resolution #2020-0324

2/08/2020 TB Meeting vouchers: \$394,

\$394,587.83 Under Resolution #2020-0324

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Da	ite	Payable to Who	Check #	Amount	Description
12/22		Andres Medical Billings, LTD		104.68	Nov collections \$697.87 x 15%
1111	1917	APG Media of WI/Ashland Daily		78.62	ESB Furniture, Publ Bell Art 2021 License
1111	1111	Bob's Factory Outlet		2,418.00	Law ESB Furniture PO#2020-65
1111	1111	C & S Design & Engineering		3,535.00	Final Rec Plans & Plumbing submittal
E919	1111	Cadotte, Denise		700.00	Police Housing Rent January 2021
1111	1117	Cardmember Services (BLN)		400.00	townoflapointewi.gov domaine 1 year
1991	1981	Cardmembers Service (LP)		132.13	The inn for TA, Uberx2, Arts survey, Adobe
1111	1111	Cardmember Services (TWE)		1,036.93	Promo beanies, supplies, office, repairs
m	1111	Cardmember Services (WJD)		57.50	KWIK TRIP: Gas in squad
1107	1111	Cardmember Services (PAW)		1,914.27	FD Chains, Nuts/bolts, Shop supplies
3188	1111	Cardmember Services (BTS)		1,883.46	Welding,EMT Books,Shop,BBTP
1111	1111	City of Washburn, Fire Dept		2,000.00	1994 Ford F-250 FD Truck
1111	1588	Deere Credit, Inc.		1,815.17	#17 of #36 lease Wheel loader
****	1111	Emergency Medical Products		25.18	Ambulance (2) Caniwipes canisters
1111	1111	Evan & Evan Landscaping		1,150.00	12/7 & 12/15 mower rental
1111	1111	Heart Graphic, inc.		122.00	2021 MRF Rates on Poster boards
1111	1111	Island Septic		110.00	Airport 12/8/2020 pumpout
1111	1111	L & M Fleet Supply		59.98	MRF 2 gal flat pastel base paint
1111	1989	L & M Fleet Supply		176.69	Rds squares, ext cords, cutting wheels
1111	1111	Lulich Implement, Inc.		587.81	TV145 sprocket, chains, bushings
2010	1111	M.I. Chamber of Commerce		22.75	Final 2020 room tax collections x 70%
1991	1111	Madeline Island Ferry Lines		260.00	Haulin gof 4 junked cars to CWO
2100	1111	Madeline Island Ferry Lines		1,461.00	Various MRF Dec hauling trips
1111	1111	Madeline Island Ferry Tickets		500.00	Re-charge Town Hall Swipe #1
1111	1111	Maitland, Singler & Van Vlack		15,000.00	2019 year end audit
(11)	2 1100	NAPA- Washburn		1,131.31	Rds Shop, Sander, TV145
1111	8111	Nelson, Barbara		83.65	Mileage ot Van Vlack, Wal-mart purchase
1111	1999	Neubauer, Carol		71.64	-12/22/2020 Petty cash/postages
1111	1111	Norvado, inc.		1,395.03	Dec 2020 phones, faxes, DSLs
1111	1881	Registration Fee Trust		169.50	Title/Registration FD 1994 Ford F-250 truck
1161	1111	Registration Fee Trust		165.50	Title/Registration Amb 2019 Mercedes Ambulance
1111	1111	Statewide Services, Inc.		1,519.00	Airport Liability 12/13/2020-12/13/2021
m	1111	Uline		586.87	Roads Nitrile gloves, tapes, bench racks
1111	1126	Uline		715.88	Rds Yellow flammable storage cabinet
1111	1111	Unemployment insurance		1,032.04	
1311	1111	Wal-Mart Community BRC		95.86	Law Enforce Motor oil, cleaning supplies
1011	1111	Wendel Architecture, P.C.		26,777.12	-10/31/2020 Construct mangmt, Design Services
1111	1177	Xcel Energy, Inc.		83.07	12/6/2020 Cadotte house, Cemetery Chapel
1111	9111	Xcel Energy, Inc.		122.78	
1111	1111	Xcel Energy, Inc.		1,490.20	
1111	1001	YWS Technology		100.00	
		12/22/2020 TB Meeting vouch	0701	\$71,090.62	

DECEMBER 2020 TOTAL:

\$465,678.45

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TOWN OF LA POINTE REGULAR TOWN BOARD MEETING TUESDAY DECEMBER 22, 2020 5:30 PM AT TOWN HALL

Draft Minutes

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

Staff Present: Lisa Potswald, Ric Gillman, Ben Schram, Elected Clerk Micaela Montagne

Public Present: Debbie Knopf Called to Order: 5:30pm

I. Public Comment A*: Debbie Knopf stated she was present for the two items related to St. Johns.

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated 12/18/2020 placed on file by Unanimous Consent.

III. Public Works

A. Roads, Dock, Harbor

1. Hire Temporary Driver and Equipment Operator(s) for 2021: Motion to hire Paul Wilharm and Ray Hakola at \$16/ hour through 12/31/2021, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

2. Change Order #4 with Wren Works, LLC for Town Dock Project: Motion to approve the change order and have the Town Chair sign, J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

3. Certificate of Substantial Completion on Town Dock Project: Motion to approve and have the Town Chair sign, J. Carlson/M. Anderson, 5 Ayes, Motion Carried. This will provide the date of the guarantee until July 20, 2021 so there will be another walk through in the spring to see if there are any issues. 25% of the payment will be held until after the walk through.

Motion to table items 4, 5, and 6, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

- 4. SmithGroup Billing Discrepancies for Dock Project
- 5. Town Dock Léases
- 6. Dock Lease with Nelson Construction

B. Parks

1. Contract Extension with Nelson Construction for Joni's Beach Shore Stabilization: Motion to approve the contract extension to July 30, 2021, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Materials Recovery Facility (MRF)

1. Partnership with St. John's UCC Madeline Island for the Exchange: Discussion on getting the conversation started about the collaboration and to work out how this could work.

Motion to approve moving forward with this idea, G. Carlson/S. Brenna, 5 Ayes, Motion Carried.

D. Airport

1. Aircraft Hangar Lease Lot 10 with David Donkers: Motion to approve, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Greenwood Cemetery: Nothing.

IV. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Ric Gillman present to discus the report and the Hartzell project on 'Wayne's World'. The TPC is still working on what the definition of glamping will be. R. Hartzell may have to apply for a map change or a conditional use permit depending on how he wants to proceed. Ric Gillman will continue to update the Board and public on what is going on to keep hearsay at bay and keep people informed. Report through 12/22/2020 placed on file Unanimous Consent.

2. Sign Exemption for St. John's Church Parcel #014-00441-0100, 702 Main St: The Church is celebrating it's 100th anniversary. They are requesting to have a 4' x 8' banner on the north side of the church facing Woods Hall for the year. Motion to approve the waiver for St. John's Church to have a temporary 4 x 8 banner to celebrate their 100th year, S. Brenna/ J.

Carlson, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Accounting Administrator's Report: Motion to approve and accept the report prepared by Barb Nelson for December 2020, G. Carlson/S. Brenna, 5 Ayes, Motion Carried.

B. Grant Updates: Nothing

C. Winter Transportation Agreement Between the Town of La Pointe, Windsled Transportation Inc and Madeline Island Transportation LLC: Motion to approve and authorize the Town Chair to sign the agreement, G. Carlson, J. Carlson, 5 Ayes, Motion Carried.

- D. Madeline Island Historical Museum 2021 Closure: Waiting to receive a memo from the Historical Society regarding the matter and how they plan to use the trust money that was set up for the operation of the Island Museum. Discussion on showing the information and documents to Town Attorney M. Lindsey to he is aware of the situation and can possibly let the Town know if they have any say or power in the situation. Motion to have M. Lindsey review the trust for background knowledge, not to exceed \$1,000, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.
- E. Contract Extension with Public Administration Associates: for the hiring of the next Town Administrator. Motion to approve the contract extension through June 30, 2021 at no additional cost (except for publishing etc for reposting), G. Carlson/S. Brenna, 5 Ayes, Motion Carried.
- F. Schedule Meeting with Public Administration Associates for Hiring Town Administrator Process: January 5, 2021 at 4:00pm.
- VI. Treasurer's Report: Motion to accept the report as presented showing a total of \$1,769,768.88, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

VII. Minutes

- A. Public Hearing December 7, 2020: one small typo.
- B. Special Town Board Meeting December 7, 2020
- C. Regular Town Board Meeting December 8, 2020
- D. Special Town Board Meeting December 16, 2020

Motion to approve all four minutes as presented, J. Patterson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Emergency Services

A. Ambulance Director's Report: Report prepared by Cindy Dalzell dated December 15, 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building: things are progressing well, sheet rock will begin 12/28/2020, and letters are up on the outside. The status report is well done.

C. Ice Rescue Memorandum of Understanding Between the Town of La Pointe Ice Rescue and Windsled Transportation Inc.: Motion to approve and have the Town Chair sign, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

D. Quote from Norvado for Surveillance and Phone System for Emergency Services Building: Motion to have the Town Chair sign the quote, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Quote from YWS for Network Installation for Emergency Services Building: Motion to have the Town Chair sign, J. Carlson, M. Anderson, 5 Ayes, Motion Carried.

IX. Public Comment B**: None.

X. Liquor & Operators' Licenses

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

1. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent, Six Month license 5/1/2021 – 10/31/2021: Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. "Class C" Wine License

1. Bell St. Gallery Art Bar/ McHugh Images Ltd, Steve McHugh Agent Six Month license 5/1/2021 – 10/31/2021: Motion to approve, J. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

XI. Lawsuits & Legal Issues

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

B. Kevin Wiggins Wisconsin Equal Rights Division Case No. CR202001411: Nothing to report.

C. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing at this time.

XII. New Agenda Items for Future Meetings

A. Schedule a Special Town Board Meeting to Hire the Facilities Manager: December 28, 2020 at 4:00pm.

Future agenda items to include tabled items and Museum issue.

XIII. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:28pm.



786 lisa. Bouh, Michela.

TOWN OF LAPOINTE PUBLIC HEARING: 2021 BUDGET WEDNESDAY, DECEMBER 23, 2020 8:00 AM AT TOWN HALL Draft Minutes

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

Public Present in person and via telephone as per attached sign-up sheet (33 people total including Town Board).

I. Call to Order: 8:00am

II. The purpose of this Public Hearing is to discuss the 2021 proposed budget. Chair Jim Patterson read a statement on why this meeting is being held. The Tax Levy the townspeople approve can be equal to or less than the state allowable limit. He also stated who is considered a qualified elector and thus who can vote at the town meeting. Clerk Micaela Montagne read comments from Mike Stark regarding approving the allowable state levy limit of \$1,795,688, Town Board members attending Wisconsin Towns Association trainings, informing the public of how to get their tax bills online, and about the MRF fee schedule increasing rates.

III. Adjourn: Motion to adjourn, M. Anderson/ G. Carlson, 5 Ayes, Motion Carried. Adjourned at 8:12am.

TBO lisa, Boub, Meada,

TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING WEDNESDAY, DECEMBER 23, 2020

Immediately following a Special Town Meeting
Regarding the 2021 Budget
At Town Hall
Draft Minutes

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

Staff Present: Lisa Potswald, Elected Clerk Micaela Montagne

I. Call to Order: 8:17am

II. Discuss & finalize the 2021 Budget per the tax levy, voted by the Townspeople.

Motion to affirm the budget approved on December 7, 2020 based on the approved tax levy of \$1,795,688, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

III. 2021 Compensation Resolution #2020-1223:

Motion to approve the resolution as presented, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

IV. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 8:20am.

TOWN OF LA POINTE SPECIAL TOWN MEETING WEDNESDAY, DECEMBER 23, 2020 Immediately following a Public Hearing At Town Hall Draft Minutes

Public Present in person and via telephone as per attached sign-up sheet (33 people total including Town Board).

I. Call to Order

II. Approve the 2020 total Town Tax Levy to be collected in 2021 pursuant to Sec. 60.10(1)(a) Wisconsin Statutes.

After looking into the procedure for this following the meeting on 12/7/2020, the approved levy can be equal to or less than the state maximum levy limit.

Motion by Mike Starck to approve the levy limit at \$1,795,688 (the State allowable maximum). Second by Glenn Carlson. All Ayes, Motion Carried.

III. Adjourn: Motion to adjourn by Robin Russell, second by Cindy Dalzell, All Ayes, Motion Carried.

TBGUSA, Barb. Micaela,

TOWN OF LA POINTE SPECIAL TOWN BOARD MEEITNG Monday, December 28, 2020 4:00 pm at Town Hall Draft Minutes

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson
Staff Present: Lisa Potswald, Ben Schram, Elected Clerk Micaela Montagne

I. Call to Order: 4:00pm

II. Public Comment: None.

III. Hire Facilities Manager: Motion to hire Ray Hakola for the full-time position starting January 11, 2021 at \$20/ hour, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

IV. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:05pm.

TRES Lisa, Bown, Rucheln.

TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING TUESDAY JANUARY 5, 2021 4:00pm AT Town Hall Draft Minutes

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

Brenna, Glenn Carlson, John Carlson

Staff Present: Lisa Potswald, Elected Clerk Micaela Montagne

Public Present: Kevin Brunner Called to Order: 4:00pm

1. Public Comment: None.

- 2. Hire Temporary Materials Recovery Facility (MRF) Attendant: Motion to hire Marty Curry at \$20/ hour, hours not to exceed 450 from January 1, 2021 to March 26, 2021, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- 3. Hire Temporary Road Crew/ Heavy Equipment Operator: Motion to hire Evan J. Erickson at \$20.40/ hour, from 1/5/2021 to 12/31/2021, not to exceed 100 hours, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.
- 4. Town Administrator Hiring Process with Public Administration Associates
 This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

Discussion on timeline for in person interviews may need to be flexible due to transportation etc. at the end of March. Discussion on removing the requirements for degrees to open up to more candidates, possibly local candidates.

Motion to go into closed session to further discuss the job posting and hiring process for the Town Administrator, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

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

5. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 4:53pm.

(5) TB, Lisa, Barb, Micaela, 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: Town Board

From: William Defoe

Date: 1/7/2021

Re: Monthly Police Report for January 2021

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

- 54 Incidents/Complaints (calls for service)
- 24 Citizen Assists
- 0 Accidents
- 0 Civil Process
- 0 False Alarm
- Call out
- **Animal Calls**
- 5 **Parking Citations**

December came and went with not much activity, once again with the bars closed, we are able to get away with less. We are still seeing visitors to the island, visiting the state park and the town park. If there is an ice road, I would assume we may have a record year for traffic.

December 18, 2020 through Jan 1, 2021, we participated in the national campaign Driver Sober Get Pulled over, I can report that there were no arrests for impaired driving. Our agency will be put into a drawing for a \$4,000 equipment grant.

On June 16, 2020 President Trump issued an Executive Order on Safe Policing for Safe Communities. Part of the Executive Order instructs that the US Attorney General will allocate Department of Justice discretionary grant funding only to those State and local law enforcement agencies that have sought or are in the process of seeking appropriate credentials from a reputable independent credentialing body certified by the Attorney General. The Attorney General's standards for certification shall require independent credentialing bodies to, at a minimum, confirm that:

•The State or local law enforcement agency's use-of-force policies adhere to all applicable Federal, State, and local laws; and

•The State or local law enforcement agency's use-of-force policies prohibit the use of chokeholds except in those situations where deadly force is allowed by law.

I am happy to report that we have received our accreditation from Wisconsin Law Enforcement Accreditation Group (WLEAG) as of December 29, 2020 for our Use of Force Policy that was written by myself and updated this past fall. WLEAG is approved by the Attorney General to do accreditation for law enforcement agencies.

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

WISCONSIN LAW ENFORCEMENT ACCREDITATION GROUP Challenging Wisconsin's Law Enforcement Agencies to Pursue Excellence



U.S. Department of Justice's Standards for Certification on Safe Policing for Communities.

December 29, 2020

Dear Chief William Defoe,

On behalf of the Wisconsin Law Enforcement Accreditation Group, this letter confirms we are certifying that the La Pointe Police Department meets certain eligibility requirements, set forth by the U.S. Department of Justice, for discretionary federal grants. The La Pointe Police Department is qualified to receive federal grants for three years from the date of this letter.

Pursuant to Section 2 of the Presidential Executive Order on Safe Policing for Safe Communities, dated June 16, 2020, Executive Order No. 13929 (the "Executive Order on Safe Policing"), the U.S. Department of Justice's discretionary grant funding is only available to state, local, and university or college law enforcement agencies that have obtained (or are in the process of seeking) credentials certifying that they meet certain standards on use of force. The Executive Order on Safe Policing empowers the U.S. Attorney General to designate independent credentialing bodies — including the Wisconsin Law Enforcement Accreditation Group — to certify that a law enforcement agency meets the conditions of eligibility for federal grants.

Following our review, we have determined that the La Pointe Police Department meets the mandatory conditions for certification. Accordingly, the Wisconsin Law Enforcement Accreditation Group will include your agency going forward within our database of certified law enforcement agencies. On or before January 31st of each year, we will provide the name of each certified law enforcement agency to the Director of the COPS Office.

If you would like to discuss further, please do not hesitate to contact me either by email at m.ferguson@glendalewi.gov or by phone at (414) 228-1753.

Respectfully,

mark Rusu

Chief Mark Ferguson, Glendale Police Department

President, Wisconsin Law Enforcement Accreditation Group

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

TO: Town Board

FROM: Lisa Potswald

RE: Five Star Change Order #2

DATE: January 7, 2021

Attached you will find a change order from Five Star Electric for your consideration.

Because the internet/security system was removed from Wendel's contract to reduce costs, once we decided on a system, the specific wiring/hook-up requirements had to be added to Five Star's contract. They will also do the electrical work to hook up the SCBA compressor.

The attached quote is based on running the project through a computer program to cost it out. Five Star will instead charge the Town for time and materials, which will save approximately \$1,000.

Please let me know if you have any questions.

RECTIVED

Town of La Pointe CHANGE ORDER FORM

Date: 1/8/21	Owner: Town of La Pointe, W	Л	
Project: ESB Electrical	Contractor: Five Star Elect		
Change Order #: 2	Architect/Engineer:		
Subject to the conditions set forth belo	w, an equitable adjustment is establi	shed as follows:	
CONTRACT PRICE	CONTRACT TIME		
NOT CHANGED	XNOT CHANGED		
XINCREASED BY:\$6,902.64	INCREASED BY		
DECREASED BY:	DECREASED BY	DAYS	
Description of Change: The following Proposed Change Order	(s) are incomparated into the Continu	4.1	
The following Proposed Change Order	(s) are incorporated into the Contrac	t by reference:	
Summary Description*		Amount	Initiated by
Internet/ Security System and Install SCBA time/materials so will be less than quoted ar	Compressor – Work will be billed as nount	\$6,902.64	Five Star Electric
Original Contract Amount:		\$300,000.00	
Previous Change Order(s):		(\$450.00)	
Contract Amount Prior to this Change Order:		\$299,550.00	
Amount of this Change Order:		\$6,902.64	
New Contract Amount Including this Change (\$306,452.64	
*Attach additional information if need Contractor agrees to perform the above-describ	ed work in accordance with the above term	s and in compliance w	ith applicable sections
the Project documents. The adjustment in the c Order shall constitute the entire compensation a	contract sum, if any, and the adjustment in t	he contract time if any	set out in this Chance
covered by this Change Order, unless otherwise	provided in this Change Order. No addition	ons or deletions to this	Change Order shall be
allowed, except with written permission of the	town. Contractor accepts the terms and con	ditions stated above a	s full and final settleme
of any and all claims arising from this Change	Order.		
This Change Order is hereby agreed to,	accepted and approved by:		
Contractor	Date:		
Lisa Potswald	1/6/2021		
Town Representative	Date:		
Title:			
Town Board Chair	Date*		

Date:

Proposal

FIVE STAR ELECTRIC

522 Sanborn Ave Ashland, WI. 54806 715-682-2239

Date	Estimate #
12/29/2020	4
Customer	Job
Project EMS	

Customer Information

Town of LaPointe Project EMS Building Security Systems Infrastructure Attn. Lisa

Description	Qty	Rate	Amount
EMT conduit installed in exposed areas. 3/4 in.			
Item, per CLF	5	467.78	2,338.8
ndent EMT connectors. 3/4 in.			
Item, per Ea	35	5.98	209,4
Two hole steel EMT straps. 3/4 in.			
Item, per Ea	100	3.64	363.8
1 in. x 4 in. x 2-1/8 in. deep square boxes. 4-S 1/2 & 3/4 KO			
Item, per Ea	25	31,42	785.4
Fransceiver/drop twisted pair shielded cable. 4 pairs 20 AWG, str			
Item, per KLF	3	1,068.38	3,205.1
Project Subtotal			6,902.6
Project Total			6,902.6
Project Otal			Oloopro
	ki la		
		A PART LAND	
	Aller Service		
		Total	6,902.64

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

TO: Town Board

FROM: Lisa Potswald

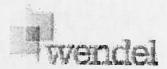
RE: Berghammer Change Orders #7 and #8

DATE: January 7, 2021

Attached you will find two change orders submitted by Berghammer Builders for your consideration.

Change Order #7. This includes installing a backsplash and substituting and replacing plastic laminate kitchen surface with solid surface countertops. This is an upgrade from the bid specifications.

Change Order #8. This change order is determined to be required by Wisconsin Code. There is some disagreement as to how the code is interpreted in this situation since the building is both sprinkled and fire suppressed. The result of research on the matter is to upgrade the fire rating in the dorm ceilings at an additional cost to the Town of \$4,250. It also adds a ceiling in the police evidence room, which was also not included in the bid specs.



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

Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

CONTRACT COMPANY:	Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152 Clayton, Wisconsin 54004	CONTRACT FOR:	SC-002:GC02- Berghammer Builders- General Contracting
DATE CREATED:	12/ 03 /2020	CREATED BY:	Kaitlyn Handrich (Wendel (Williamsville Office))
Contract Status:	Approved	REVISION:	menterante en est un transper manuelle fair audie une en en en en entre en en audie der es absolute un e
REQUEST RECEIVED FROM:	Ron Lehners	LOCATION	gand and a substitute that I was along a Counter by a control of the substitute of t
DESIGNATED REVIEWER:	Robert Krzyzanowski (Wendel (Eau Claire))	REVIEWED BY:	-million of divining 3 feet. Equivilyate of edifferent registered to a set to provide state on the set of the
DUE DÂTE:	and of the particle of the second of the support of the second of the se	REVIEW DATE:	12/03 /2020
REFERENCE:	an alle a design the committee and the second is present designed to be designed as design	CHANGE REASON:	f nam a gran de gran aminimizativa praed proce, quelos de ameniana de grandos de ambiente espete e quel de parque e
schedule impact:	The second section of the second section of the second section of the second section of the sect	TOTAL AMOUNT:	\$ 4,250.00

- Added 30min rated ceiling at rooms 108 and 109.
 Added fire rated ceiling detail 4/A701
 Added reflected ceiling plan note 5: At hatched area, provide 30min rated ceiling at structure see detail 4/A701
 Changed ceiling in room 118 to ACT.

1101:

Room finish schedule: Changed celling finish in room 118 to ACT2

ATTACHMENTS:

CE #012.pdf 433101 Town of La Point WL RFO #007.pdf

CHANGE ORDER LINE ITEMS:

CCO #008

#	Cost Code	Description	Тура	
1		Dorm Rooms (CE#12)	ура	Amount \$ 4,250.00
			Subjotal;	\$4,250.00

The original (Contract Sum) Net change by previously authorized Change Orders The contract sum prior to this Change Order was The contract sum will be increased by this Change Order in the amount of The new contract sum including this Change Order will be The contract time will not be changed by this Change Order

\$ 1,428,612,00 (\$1,484.34) \$ 1,427,127.66 \$ 4,250.00 \$ 1,431,377.88

Wendel

wendel

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

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

Town of La Pointe

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

Clayton Wisconsin 54004

Make A shakes

ATURE DATE

SIGNATURE

DATE

RIGHATURE PICHATURE

12/8/2020

SIGNATURE

Printed On: 12/3/ 2020 09:58 AM



702 Clayton Ave W - P.O. Box 152 - CLAYTON, WI 54004 Phone: (715) 948-2811 or 1 (800)337-4121 - FAX: (715) 948-2456 Email: Office@BerghammerBuilders.com

Date: ____11/25/20

Project:

La Pointe Emergency Services Building

	COST SUMMARY	以外上的 对抗反应。
DESCRIPTION	Cosies	NOTES/ATTACHMENTS
Labor Total Materials/Equipment Total Tax on Materials/Equipment	\$1,824.00 \$350,00	
Self-Performed Subtotal	\$2,174.00	
10% Overhead & Profit	\$217.40	
Self-Performed Total	\$2,391.40	
Subcontractors 10% Overhead & Profit	\$1,627,00 \$162.70	
Subcontractors Total	\$1,789.70	
Subtotal of PCO	\$4,181,10	
Bond Increase	\$68.99	
Cost of PCO	\$4,250.00	

Contractor acknowledges no other costs associated with this PCO.

Labor by-Task	, Qty	Unit Cost	Total Cost.
install steel stud sub-framing - including removing previously installed hat channel	20-	\$57.00	\$1,140.00
Hang Drywall	12	\$57.00	\$684.00
			\$0.00
Subtotal			<i>/</i> 1.02.4.00
Materials & Equipment by Task	Qty:	Unit Cost	\$1,824.00 Fotal Costs
Steel Studs & Track	25	58.00	\$200,00
4' x 12' x 5/8" Drywall	- 6	\$15.00	\$200,00
Shipping & Ferry Fees for Traller	1	\$60,00	\$60,00
			\$0,00
Subtotal		11	\$350.00
Sub-Continactor Proposals Fire Tape Drywall and Fire Caulk Edges	Qty:==	Unit Cost	Total Cost
			\$331.00
Acoustic Ceiling Tile			\$1,296.00
Subtotal			\$1,627.00





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

Project: 433101 - Town of La Pointe Fire Station 320 Big Bay Road La Pointe, Wisconsin 54850

Subcontract Change Order #007: CE #011 - Installing Backsplash, Substituting & Replacing Plastic Laminate with Solid Surface

CONTRACT COMPANY:	Berghammer Builders, Inc. 702 W. Clayton Avenue PO Box 152 Clayton, Wisconsin 54004	CONTRACT FOR:	SC-002:GC02- Berghammer Builders- General Contracting
DATE CREATED:	10/ 30 /2020	CREATED BY:	Kaitlyn Handrich (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	Q
REQUEST RECEIVED FROM	At	LOCATION	alaborations on as as on the sph. I indicate any in a k amount of space, advantable an expect conservation in 4 days indicate
DESIGNATED REVIEWER:	entre en se seus d'un gre des mottes et l'en uit une deux des les consecutions de securitions en entre en entre	REVIEWED BY:	ermane is f undada n e de mala de período e período del mala de ambiento de funda o que la experio despendencia a
DUE DATE:	2.5 ************************************	REVIEW DATE:	10/30 /2020
REFERENCE:	en ger in de mentale ingrest alle de sussest Tarta enter i Franche (enter à médité des de l'establement des	CHANGE REASON:	Owner Request
SCHEDULE IMPACT:	and the state of t	TOTAL AMOUNT:	\$ 4,508.00

DESCRIPTION:

CE #011 - Installing Backsplash, Substituting & Replacing Plastic Laminate with Solid Surface
Request cost and time impact to initiate a change to the Contract Documents. Owner approval is required, do not commence with revisions unless directed in writing. Avoid Work in areas that may be affected by proposed change until approved or rejected. Once approved, forward Change Order documentation as required by the Contract Documents. Provide individual cost for each of items below.

Provide cost for all labor and materials to replace all PLAM counter tops with solid surface (SSF1) counter tops in rooms 102 and 107. Refer to elevations 3/A601 and 4/A601, and detail 14/A601.
 SSF 1: Corian, Evening-Prime

- 1. Ser" 1; Conan, Evening Frame

 2. Provide cost for all labor and materials to install 2" x 2" mosaic tile (PT2) back splash in rooms 102 and 107. Refer to elevations 3/A601 and 4/A601, Exposed ends of tile to receive tile accessory (TA2).

 1. PT2; Ceramic Tile Works, Travel, 2"x2" mosaic mesh mounted on 12" x 12" sheet. Stack bond. Color TBD.

 2. Grout to be Custom Building Products, CEG/LITE commercial 100% epoxy grout. Color TBD.

 3. TA2; Schluter Systems, Schluter Jolly, AE Satin Anodized Aluminum.

ATTACHMENTS:

CE #011 pdf. A801 - INTERIOR ELEVATIONS pdf. A801 - INTERIOR DETAILS pdf.

CHANGE ORDER LINE ITEMS:

CCO #007

#	Cost Code	Description	Туре	Amount
1		Installing Backsplash, Substituting & Replacing Plastic Laminate with Solid Surface		\$ 4,508.00
			Subtotal:	\$4,508.00
			Grand Total:	\$4,506.00



The original (Contract Sum)

Net change by previously authorized Change Orders

(\$5,890.34)

The contract sum prior to this Change Order was

\$ 1,422,621.66

The contract sum will be increased by this Change Order in the amount of

The new contract sum including this Change Order will be

The dontract time will not be changed by this Change Order

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

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

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

Clayton Wisconsin 54004

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



702 Clayton Ave W - P.O. Box 152 — CLAYTON, WI 54004 Phone: (715) 948-2811 or 1 (800)337-4121 — FAX: (715) 948-2456 Email: Office@BergbammerBuilders.com

Date: 10/20/2020

Project: La Pointe Emergency Services Building

DECLES TO SERVICE STATE OF THE	COST SUMMARY	· 由的发表,并不是一种的人的。
DESCRIPTION	COST	NOTES/ATTACHMENTS
Labor Total	\$0,00	
Materials/Equipment Total	\$0.00	
Tax on Materials/Equipment		
Self-Performed Subtotal	\$0.00	
10% Overhead & Profit		
Self-Performed Total	\$0.00	
Subcontractors	\$4,030.00	
10% Overhead & Profit	\$403.00	
Subcontractors Total	\$4,433.00	
Subtotal of PCO	\$4,433.00	
Bond Increase	\$73.14	
Cost of PCO	\$4,506.00	

Contractor acknowledges no other costs associated with this PCO

Labor by Task	Qty:	Unit Cost	Total Cost
			\$0.00
			\$0,00
			\$0.00
Subtatal			\$0.00
Materials & Equipment by Task	Qty.	- Unit Cost	≇: .≭ l'otal'Coste - '
		I	\$0.00
			\$0.00
		100	\$0.00
			\$0.00
Sub-Contractor Proposals Subtotal	Way to the same of		\$0,00
Change countertops to Corian	∞ Qtγ: <u> </u>	Unit Cost	Total Cost
Add Ceramic tile backsplash			\$2,820.00
and ceramic the backspiesh			\$1,210.00
Subtotal			\$4,030.00