

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: February 19, 2021

DATES OF REPORT: February 6, 2021 through February 23, 2021

1. Accomplished/Completed

2. Coming Up/Working On

- Fire Recovery/Rebuilding
- Cell Tower
- Updating Ordinances
- Personnel Policy
- 2021 Capital Projects (Town Hall, Library, Passenger Shelter)
- Personnel Matters
- Emergency Operations Plan
- COVID-19
- Public Arts Project
- Town Administrator

3. Town Board Agenda – Information/Comments

- Special Assessment Process for Big Arns/Brians Roads. You have received information designed to inform you about previous assessment processes and the decisions to be made for this process.
- Wren Works Change Order #4 Correction. SmithGroup made a mistake on Change Order #4. Barb reviewed the financials and had some questions. SmithGroup is working with Wren Works to put together a letter that resolves these questions. If not received, please table this agenda item.
- Superior Tech Services Contract Amendment. Due to the ferry shutting down, the contract is being amended to May 1, 2021 to allow for delivery and installation. If there is an ice road, it could happen sooner.
- TA Search Update. I am waiting to hear back from Kevin at PAA to see about setting up a meeting with him and the Town Board.
- Airport Ordinance Rewrite. See separate memo. This meeting can either be your first read, or you can decide to adopt it.
- Requests for Bids. You have received four Requests for Bid (RFB):
 - Paint Town Hall Interior
 - Install New Town Hall Floor
 - Recreation Center Restroom Remodel
 - Construct Passengers' Shelter

Please consider approving these for publication on or about February 24, 2021. Bids will be due and opened at a Town Board meeting on March 23, 2021.

- Nelson Construction Dock Lease. You will an email memo from me regarding this matter. I spoke with Max and he wants to check on a few things before giving his legal opinion.

RECEIVED

FEB 19 2021

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- **American Tower Report and Affidavit.** You have received information regarding this matter. The Town Board should consider approving the Town Board Chair to sign the documents.
- **Contract Amendments for the ESB.** The Town Board is requested to consider extending the contract for each of the following as listed:
 - Berghammer Builders – through 3/31/21
 - Nelson Construction – through 7/1/21
 - Five Star Electric – through 3/31/21
 - Brown Plumbing – through 3/31 21

Construction insurance will be extended through 3/31/21 as well. The Wendel contract does not need to be extended as it is a time and materials contract.
- **Ribbon-Cutting/Open House for ESB.** Does the Town Board want to plan a ribbon cutting/open house for the ESB? We could do it when we have occupancy in March, or we could wait until the summer. You may want to set a tentative date.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

- Nothing to report.

6. Lawsuits/Legal Issues

- Town Board members have been advised of any updates.

7. Comments/Other Information

- You received an email from me updating you on 2/16/21 regarding construction of the ESB. As stated, due to many factors, this is a rapidly evolving project with the certificate of occupancy meeting with James Price tentatively scheduled for March 8. Tim the Project Manager and I have talked about the training that those using the building will need and will make arrangements for that to happen. The Town cannot occupy the building (putting trucks/ambulances in the building, etc.) until we have the certificate of occupancy.

*Piledriving – Marine Construction – Sand & Gravel
Sewer & Water – Concrete Ready-Mix*

NELSON

Construction Company of La Pointe, Inc.

PO Box 5, La Pointe, WI 54850

Phone: 715-747-3300

Fax: 715-747-5000

Email: nelsonco@cheqnet.net

February 12, 2021

Town of La Pointe
James Patterson, Chairman
And Board Members
PO Box 270
La Pointe, WI 54850

RECEIVED
FEB 16 2021
Initial dg

RE: TOWN DOCK LEASE – RATE INCREASE

Dear Mr. Chairman and Members of the Board;

I have recently received of a "new" dock lease agreement for the Town of La Pointe. I say it's "new" because I had already received a dock lease renewal agreement back in October of 2020, which we signed and returned via email to Lisa Potswald for execution and return. We had reviewed the 5 year lease and determined the new rates were indeed still locked in at a 3% per year rate increase, plus sales tax, as has been the case for many years.

Then, 4 months later, you can imagine our surprise when we received a "new" contract in the mail, without warning or discussion or any sort of indication that the contract we had reviewed, signed and returned was going to be tossed aside and our rates were going to be increased by over 20%! Needless to say, we were shocked and befuddled as to what was happening and how this all came to be and more importantly, why we were never even contacted or given any clue that there was an issue regarding our standard lease renewal.

After discussion with Lisa Potswald this morning, she informed us that the board had decided that the rates needed to be reviewed and be more inline with other ports around the area and that based on rates being paid by the cruise boats and fish tugs in Bayfield, that the Town rates needed to be increased in order to be more inline with the rest of area. We do understand the point Lisa made, but we also know that the island is a unique situation and we (Nelson Construction) are not in the tourism business, but more-over, is that fact that we were not even made aware of this potential adjustment of rates nor were we given an opportunity to discuss this pending change with the board and be able to present our thoughts and offer solutions or compromises to the situation so that we could work with the Town instead of being blind-sided by the Town.

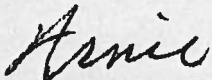
We, Nelson Construction, do a lot for the Town of La Pointe and try to offer our services at reduced rates to help out the Town and fellow tax payers – to name just a few: We charge reduced rates for the maintenance & plowing of the ice road, we offer reduced prices for materials, including the sale of a major amount of gravel to be used for the Rough Road project, stock piled amounts at the north end pit and we were currently looking forward to working with Ben Schram on the Joni's Beach project this year, where we were planning to donate about \$15,000-\$20,000 worth of time and materials, not to mention countless other times that we have done work and/or charged reduced rates or donated time to help the Town and it's tax payers and this is the slap in the face we get, to be blind-sided by a MAJOR dock lease increase.

***Piledriving – Marine Construction – Sand & Gravel
Sewer & Water – Concrete Ready-Mix***

We understand the Town's position on this matter, now that we had to call Lisa and have her explain to us what was happening and why this was being done, but it does not change the fact that we find this action hurtful and a very unkind move by the board to not even give us the opportunity to discuss the matter or even notify us that this was being discussed or taken into consideration, especially since we had already been sent a lease renewal, signed it and returned it, with the knowledge that the next five years the dock lease rates, would be continued at the standard 3% increase, as usual.

We would appreciate it, if the board would take a moment to consider their decision and this massive increase in rates over the next 5 years (see our spreadsheet attached showing the percentages of increase being proposed) and let us know if there is any room for discussion or compromise.

Respectfully,



Arnold Nelson, Owner
Nelson Construction Co of La Pointe, Inc.

Attachment

ORIGINAL DOCK LEASE RENEWAL - SIGNED BY NC & RETURNED 10/26/20

<u>YEAR</u>	<u>PER FT \$</u>	<u>ANN INC.</u>	<u>NEW RATE WAS</u>		<u>cost for 104'</u>	
2020	39.53	3.00%	1.1859	40.72	2021	\$4,234.88
2021	40.72	3.00%	1.2215	41.94	2022	\$4,361.76
2022	41.94	3.00%	1.2581	43.20	2023	\$4,492.80
2023	43.20	3.01%	1.3002	44.50	2024	\$4,628.00
2024	44.50	3.00%	1.3349	45.83	2025	\$4,766.32
2025	45.83					

PROPOSED DOCK LEASE RENEWAL AS PER LTR FROM LISA ON 2/10/21

<u>YEAR</u>	<u>PER FT \$</u>	<u>ANN INC.</u>	<u>NEW RATE PROPOSED</u>		<u>cost for 104'</u>	
2020	39.53	20.46%	8.0878	47.62	2021	\$4,952.48
2021	47.62	17.01%	8.0998	55.72	2022	\$5,794.88
2022	55.72	14.52%	8.0902	63.81	2023	\$6,636.24
2023	63.81	12.69%	8.0972	71.91	2024	\$7,478.64
2024	71.91	11.26%	8.0965	80.00	2025	\$8,320.00
2025	80.00					

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

TO: Town Board

FROM: Lisa Potswald

RE: Chapter 185 - Airport Ordinance

DATE: February 16, 2021

Attached you will find a rewritten Chapter 185 Airport Ordinance. The previous ordinance document focused on zoning requirements at the airport. While the requirements still apply, the ordinance should be more about what the policies and rules are that pertain to the airport property and operations.

Paul Wilharm and Max Lindsey have both reviewed and approved the attached ordinance. Please go to the Town's website if you want to read the current ordinance to compare it to the proposed. Because there are so many changes, I did not mark up the current ordinance, instead rewriting it in totality.

Please let me know if you have any questions.

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FEB 16 2021

Initial dg

Chapter 185

AIRPORT

[IDSTORY: Adopted by the Town Board of the Town of La Pointe as indicated in article histories. Amendments noted where applicable.]

ARTICLE I Statement of Policy [Adopted (DATE)]

185-1 STATEMENT OF POLICY.

It is the intent of the Town to plan, manage, operate, finance, and develop the Airport to ensure its long-term viability and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable regulatory measures.

ARTICLE II AIRPORT OPERATIONS

185-2. DEFINITIONS.

AIRPORT- The Madeline Island Airport is Major Gilbert Field, located in Sections 20, 21, 28 and 29, Town 50N, Range 3W, Ashland County, Wisconsin.

AIRPORT HAZARD - Any structure, object of natural growth, or use of land which obstructs the air space required for the flight of aircraft in landing or taking off at an Airport or is otherwise hazardous to such landing or taking off.

HANGAR - A building housing one or more aircraft for the personal or business use of the hangar owner or lessee, and wherein no commercial activities are allowed.

AIRPORT MANAGER - The person appointed by the Town Board. Duties and responsibilities are outlined in the current Airport Manager job description.

NONCONFORMING USE - Any structure, tree or use of land which does not conform to a regulation prescribed in this/her article or an amendment thereto, as of the effective date of such regulation.

OWNER - The Town of La Pointe and the County of Ashland, Wisconsin.

PERSON - Any individual, firm, partnership, corporation, company, association, joint-stock association, or body politic, and includes any trustee, receiver, assignee or other similar representative thereof.

RUNWAY - A level portion of an Airport having a surface specially developed and maintained for the landing and takeoff of aircraft.

STRUCTURE - Any object constructed or installed by man.

TREE - Any object of natural growth, except farm crops which are cut at least once a year and except shrubs, bushes or plants which do not grow to a height of more than five feet.

185-3. AIRPORT LAND USE.

In order to regulate the development and use of the Airport, the Airport Layout Plan (ALP) as revised, depicts those areas dedicated to the specific uses described in Article III.

185-4. AIRPORT OPERATION POLICIES.

The Airport Manager, in carrying out his/her duties and responsibilities, shall adhere to the following policies:

- A. The Owner shall refrain from engaging in any activity or providing any service, excluding Airport maintenance, using public employees or funds that can be conducted or provided satisfactorily by private parties through proper lease arrangements.
- B. The Owner shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.
- C. The Owner may provide or participate in the installation of utility service up to a lessee's property line. The lessee shall bear such costs on his/her leased property.
- D. No person shall engage in any business or commercial activity unrelated to airports on the Airport property without prior approval from the Airport Manager. Business activities unrelated to airports can occur on industrial leased property.
- E. Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to the approval of the Town of La Pointe Zoning Administrator; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration.

ARTICLE III HEIGHT AND USE RESTRICTIONS

185-5. ZONES.

All zones established by this section are as shown on the revised map dated August 4, 2003 entitled, "Height Limitation Zoning Map, Madeline Island Airport, La Pointe, Wisconsin", which is attached hereto and adopted as part of this chapter. This updated version replaced the Height Limitation Zoning Map adopted on August 1973 by for the Madeline Island Airport.

185-6. HEIGHT LIMITATION ZONES.

A. Except as otherwise provided in this chapter, no structure shall be constructed, altered, located or permitted to remain after such construction, alteration or location, and no trees shall be allowed to grow, to a height in excess of the height limit indicated on the map referred to in 185-5 hereof.

B. The restrictions contained in 185-6 shall not apply to legal fences or to farm crops which are cut at least once each year

185-7. INTENTIONALLY OMITTED.

- A. Exceptions.

185-8. NONCONFORMING USES.

- A. Changes. Nothing herein contained shall require any change in the construction, alteration or intended use of any structure, if the construction or alteration of such was begun prior to the effective date of this chapter and if such is diligently prosecuted.
- B. Removal. This article shall not interfere with the removal of nonconforming uses by purchase or the use of eminent domain.
- C. Any nonconforming uses may not be changed, extended, or expanded. However, routine maintenance and repairs are allowed on nonconforming uses and structures.
- D. If any nonconforming use is discontinued for a period of twelve (12) months, any future use of the building and/or premises shall conform to this Ordinance.
- E. Once a nonconforming use or structure has been changed or altered so as to comply with the provisions of this Ordinance, it shall not revert back to a nonconforming use or structure.

185-9. PERMITS.

- A. Future Uses. No structures shall hereafter be constructed, erected or installed, or be permitted to remain in any zone created by 185-5 until the owner or his/her agent shall have applied in writing for a permit therefor and obtained such permit from the Town of La Pointe Zoning Administrator. Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment.
- B. Existing Uses. Before any nonconforming structure may be replaced, altered, or rebuilt, a permit shall be applied for and secured in the manner prescribed by paragraph A authorizing such change, replacement or repair.

185-10. USE RESTRICTIONS.

- A. The Town may take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the erection of any building or other structure at the Airport which, in the opinion of the Airport Manager, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation. No lease agreement pursuant to subsection B herein or any other commitment shall limit or reduce the Town's ability to take actions as provided in this subsection A.
- B. The Town may enter into lease agreements with private parties for the use of the Airport, including the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Town in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the private party's plane, the right of ingress and egress from the described premises, the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of said private parties.
- C. No private parties may erect signs or advertising matter without the consent of the Town.
- D. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in/on the Airport premises unless they are stored in accordance with state rules and regulations and local fire codes.

E. No outside storage will be allowed on the leased hangar lot or at any other location on Airport property other than Parking Lot A, for which a vehicle parking permit is required over 96 hours from April 1 through October 31, and over 14 days from November 1 through March 31.

F. Activities. Notwithstanding the provisions of 185-6 of this article, no use may be made of land in any zone in such a manner as to create electrical interference with radio communication between the Airport and aircraft, or make it difficult for pilots to distinguish between Airport lights and others, or result in glare in the eyes of pilots using the Airport or impair visibility in the vicinity of the Airport or otherwise endanger the landing, taking off or maneuvering of aircraft.

ARTICLE IV

Vehicular and Pedestrian Traffic [Adopted 11-11-1997 by Ord. No. 97-11-11]

185-11. DEFINITIONS.

As used in this article, the following terms shall have the meanings indicated:

EMERGENCY EQUIPMENT - Crash, fire and rescue, or police motor vehicles and such other equipment as the Airport Manager may designate as necessary to safeguard Airport runways, taxiways, ramps, buildings and other property.

PEDESTRIAN - Any person afoot.

SERVICE, MAINTENANCE AND CONSTRUCTION EQUIPMENT - Approved equipment normally operated by the Airport owner, its agents or under contract, fixed base operator(s), or other governmental agencies performing official duties on landing areas, runways, taxiways and peripheral roads for the servicing, maintenance and construction of Airport facilities and services or for the servicing of aircraft. This definition shall include equipment owned and operated by a contractor performing work on the Airport under a contractual agreement with the Town of La Pointe.

VEHICLE - Every device in, upon, or by which any person or property is or may be transported or drawn excepting aircraft.

185-12. OPERATION OF VEHICLES ON RUNWAYS, TAXIWAYS AND RAMPS.

A. No unauthorized vehicle shall enter or be driven upon or operated upon any Airport runway, taxiway, ramp, tie-down area, or any area posted by signs prohibiting the entrance thereon.

B. The provisions of this section shall not apply to emergency equipment or service, maintenance, and construction equipment when engaged in performing normal duties.

C. Aircraft owners and others may be granted authorization by the Airport Manager or his/her designated representative to operate a vehicle to reach aircraft in a tie-down area. Unless specifically authorized, drivers shall not pass over any runway or taxiway and shall proceed through the tie-down area at a speed not to exceed 10 miles per hour. They shall not at any time park a vehicle on any area used for the movement of aircraft.

185-13. SPEED OF VEHICLES.

No vehicle shall be driven upon any road within the perimeter of the Airport or upon other Airport areas in excess of the speed limit posted, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicle traffic on or about the Airport. In the absence of any speed limit sign to the contrary, the maximum speed for any vehicle travel in the Airport premises shall be 20 miles per hour.

185-14. PEDESTRIAN TRAFFIC.

No pedestrian shall be allowed beyond the administration area or upon the apron or aircraft tie-down area unless for the purpose of embarking in or disembarking from an aircraft, or unless authorized by the Airport Manager. Pedestrian traffic is prohibited on taxiways and runways of the Airport except for those employees of the Town, county, state or federal government or contractors engaged in Airport construction or maintenance work.

185-15. VEHICLE PARKING. [Amended 6-22-1999⁵]

The fee for long-term parking will be in accordance with the annual fee schedule established by the Town Board.

185-16. ENFORCEMENT. 6

It shall be the duty of the La Pointe Police Department of the Town of La Pointe to enforce the traffic and pedestrian provisions of this article. The Airport Manager shall promptly report all violations of this article to the Town Police Department for enforcement.

185-17. VIOLATIONS AND PENALTIES.

Any person who shall violate any of the provisions of this article shall upon conviction thereof forfeit not less than \$10 nor more than \$200, together with the costs of prosecution, and in default of payment of the forfeiture and costs of prosecution may be imprisoned in the Ashland County Jail until said forfeiture and costs are paid, but not exceeding 90 days.

185.18. ABANDONED, DERELICT OR LOST PROPERTY INCLUDING VEHICLES AND AIRCRAFT.

A. Property shall not be abandoned on the Airport.

1. Abandoned, derelict, or lost property found in public areas at the Airport including, without limitation, aircraft, vehicles, equipment, machinery, baggage, or parts thereof, should be reported (and/or turned in) to the Airport Manager.

2. Property to which the owner or finder is not entitled to lawful possession shall be forfeited to the Airport Manager or the Town of La Pointe Police Department for disposal in accordance with the provisions of applicable regulatory measures.

B. The Airport Manager may immediately remove (e.g., tow) any vehicle, aircraft or other property from any area of the Airport, including any leased premises, which causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the persons using the Airport or a significant portion thereof. The expenses of such removal, such as towing charges and any storage fees, shall become a lien chargeable to the owner of said motor vehicle, aircraft, or other property. Within three (3) days of any removal, towing, or storage of property, the owner of said property (if identified by Town) shall be notified of the removal, towing and storage of said motor vehicle, aircraft, or other property by certified or registered mail.

C. The Airport Manager may direct the removal (e.g., towing) of any Vehicle, Aircraft or other Property from any area of the Airport, including any leased premises, which causes or constitutes a nuisance or which is disabled, abandoned, derelict, or in violation of the any Town of La Pointe Ordinance, but which does not cause or constitute an imminent or immediate danger to the health or safety of persons using the Airport. Removal or towing shall follow upon issuance and exceedance of the Airport's 30-day time limit "Warning" notice, which shall be prominently posted on the vehicle, aircraft or property and subsequent exceedance of the Airport's 72-hour time limit "Violation" notice, which shall also be prominently posted on the vehicle, aircraft or property.

1. The Airport Manager may take whatever action is deemed appropriate to remove and/or dispose of the vehicle, aircraft or property.

2. Such action shall be at the risk and expense of the owner of the vehicle, aircraft or property and without any liability to the Town for damage that may result from such removal, towing and/or disposal.

ARTICLE V CONDUCT AND RIGHTS RESERVED

185.19. CONDUCT.

A. No person shall make, possess, use, offer for sale, pass, and/or deliver any forged or falsely altered pass, permit, identification, card, sign, and/or other authorization purporting to be issued by or on behalf of the Airport.

B. No person shall use or otherwise conduct himself/herself upon any portion of the Airport in any manner contrary to the posted or otherwise visually indicated directions applicable to that area.

C. Destroying, damaging, injuring, defacing, disturbing, or tampering with property on the Airport is prohibited. Any person who causes damage to property on the Airport shall be liable for such damage.

D. Injuring, disturbing, or harassing any person on the Airport is prohibited. Any person who causes injury to any person on the Airport shall be liable for such injuries.

E. Smoking or carrying lighted cigars, cigarettes, including electronic cigarettes, or pipes in any public use area of the Airport, except in areas specifically designated by the Airport Manager and posted as public smoking areas, is prohibited.

F. No person shall be intoxicated; commit any disorderly, obscene, lewd, indecent, or unlawful act; or commit any act of nuisance (including the use of abusive or threatening language) on the Airport.

G. No person shall engage in, conduct, aid in, or abet any form of gambling on the Airport.

H. Moving, tampering, starting, using, or interfering with the safe operation of any Aircraft or vehicle or any Aircraft or vehicle part, instrument, or tool without permission of the Aircraft or vehicle operator or by specific direction of the Airport Manager is prohibited. If requested by the Airport Manager or a Law Enforcement Officer, satisfactory evidence of the right to do so shall be presented.

I. Use of Airport facilities are expressly limited to approved lessee's pursuant to Section 185-10(c) herein and visiting pilots. No person shall make use of such facilities or loiter on such premises without permission of the Airport Manager.

185.20. RIGHTS RESERVED.

In addition to the following rights and privileges, the Town reserves the rights and as such rights and privileges may be amended from time to time.

- A. The Town reserves and retains the right for the use of the Airport by others who may desire to use the same pursuant to applicable regulatory measures pertaining to such use.
- B. The Town further reserves the right to designate specific Airport areas for activities in accordance with the currently adopted Airport Layout Plan (ALP) as may be amended from time to time. Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
- C. The ALP reflects an agreement with the FAA regarding the proposed allocation of Airport land and/or improvements to specific uses and/or development. It is the policy of the Town that any use, occupancy, construction, or modification of land and/or improvements that is inconsistent with the ALP is undesirable. Any development that is substantially different than that depicted on the ALP could adversely affect the safe, orderly, or efficient use of the Airport. While the Town may consider making application to the FAA for approval of the revision of the ALP, nothing contained in this code shall require or obligate the Town to make such application.
- D. The Town reserves the right to develop and make any improvements and/or repairs at (or to) the Airport that it deems necessary. When possible, the Town will provide advance notice of the date and time that such development, improvements, and/or repairs will be made. The Town shall not be obligated to reimburse or compensate any sublessee or other entity for any expense incurred or loss of revenue (or inconvenience) that may result from such development, improvement, and/or repair.
- E. The Town reserves the right to prohibit any person or entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any person or entity) upon determination by the Town that such person or entity has not complied with his/her code, any other applicable regulatory measure, any other directives issued the Town, or has otherwise jeopardized the safety of persons or entities utilizing the Airport or the land and/or improvements located at the Airport.
- F. The Town reserves the right to lease the Airport or portions thereof during war or national emergency to the United States government for military use. If such agreement is executed, the provisions of such agreement including, without limitation, the Town's obligations and the lessee's obligations pursuant to a lease under § 185-10(B), to the extent that they are inconsistent with said agreement, shall be suspended.
- G. The Town will not enter into an Agreement that requires the Town to waive any sovereign, governmental, or other immunity to which the Town may be entitled nor shall any provision of any Agreement be so construed or that would require the Town to submit to the laws of any state other than those of the state of Wisconsin.
- H. While the Town may choose to pursue federal, state, or other available funds to contribute to the development of the Airport, the Town is under no obligation to do so. In addition, the Town is under no obligation to provide matching funds if required to secure such funding.
- I. The Town reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of Town to preserve and protect the assets of the Town, the safety and integrity of the Town's mission, vision, values, and facilities, and those who work at and use the Airport.

185.21. RESPONSIBLE PARTY.

Any person accessing or using the Airport shall be responsible for their actions and all actions of any person to whom they provide or facilitate access, whether directly or indirectly.

185.22 . ENVIRONMENTAL CLEANUP.

Should the Airport Manager determine that during the course of an environmental incident that any potentially responsible party is not capable of, has not, or refuses to take appropriate action in a timely manner to mitigate the adverse environmental incident (in the sole discretion of the Airport Manager), then the Airport Manager reserves the right to take action and/or employ those services that the Airport Manager determines appropriate to control and/or clean up the site. The cost of such services shall be borne by the responsible party.

185.23. WEAPONS AND EXPLOSIVES.

A. Any individual seeking to use, store, transport, or otherwise possess any firearms or explosives on or in any Airport premises must comply with all federal and state regulations, including but not limited to 49 C.F.R. Part 1540.

B. No person shall store, keep, handle, use, dispose of, or transport on the Airport any Class A, Class B, or Class C explosives, as defined in 29 CFR 1910.109, (with exception of explosives that may be used by the Airport Manager or other authorized personnel) or Class A poison (as defined in the Interstate Commerce Commission Regulation for transportation of explosives and other dangerous articles), any other poisonous substances (solid, liquid or gas), compressed gas, and/or a radioactive article, substance, or material at such time or place or in such manner or condition that may (or may be likely) unreasonably endanger persons or property.

185.24. ALCOHOLIC BEVERAGES.

Consumption or possession of intoxicating liquors is prohibited in public areas on the Airport except at such times and locations as specifically approved by the Airport Manager.

185.25. TRASH AND OTHER WASTE CONTAINERS.

A. The Airport Manager shall designate areas to be used for garbage receptacles and no other areas shall be utilized.

B. Garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind shall not be placed, discharged or deposited on the Airport except in the receptacles provided specifically for that purpose.

C. The burning of garbage, empty boxes, crates, rubbish, trash, papers, refuse, and/or litter of any kind on the Airport is prohibited. With the prior permission of the Airport Manager, Fire Department personnel may engage in training exercises that require controlled burning.

185.26. FIRE.

A. Entities engaged in any activity at the Airport, whether occupying Airport owned facilities or otherwise, shall comply with all applicable regulatory measures and all fire code and practices recommended by the NFPA, unless otherwise directed or authorized in writing by the Airport Manager to deviate from same.

B. Entities shall comply with all directives issued by the Airport Manager regarding the removal of fire hazards, arrangement or modification of vehicles or equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.

C. Smoking, matches, lighters, or any open flames are prohibited within 50 feet of any Aircraft, refueling vehicle, fuel storage facility or any aircraft being fueled or defueled.

D. Any hostile fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to "911" and the Airport Manager.

E. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than firefighting or fire prevention. All such equipment shall be in conformity with the NFPA and may be inspected by the Airport Manager at any time. Tags showing the date of the last inspection shall be attached to each unit at all times.

F. No person shall block or modify any self-closing fire door at the Airport or do anything which would interfere or prevent its closing in the event of a fire.

185.27. HAZARDOUS WASTE AND MATERIALS.

A. No entity shall store, keep, handle, use, dispense, discharge, or transport on the Airport any hazardous material in contravention of any regulatory measure.

1. Safety Data Sheet (SDS) for all Hazardous Materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Airport Manager and the Fire Marshal.

2. No entity shall use, keep or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to the Airport Manager or other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.

B. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of or dumped in drains, on aprons, catch basins, ditches or elsewhere on the Airport.

C. Any person who causes overflowing or spilling of oil, grease, Aircraft batteries, fuel and/or similar material or substance anywhere on the Airport is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification to the Airport Manager. Failure to clean the area and properly dispose of the substance may result in the Airport providing cleanup and disposal at the expense of the responsible party pursuant to section 185.22 herein.

D. All empty oil, paint and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner, in the sole discretion of the Airport Manager, and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings.

E. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons per container shall not be stored at the Airport without the prior written permission of the Airport Manager.

F. It is illegal to dispose of lead-acid batteries on Airport property. Abandoning lead-acid batteries on the Airport or placing them in waste dumpsters constitutes illegal hazardous waste disposal and can be prosecuted under state law. Contact the Airport Manager for proper disposal of lead-acid batteries.

185-28. SPECIAL EVENTS.

Special events shall not be held unless written approval is first obtained from the Airport Manager and any other agency having jurisdiction over the event. Written authorization shall specify the areas of the Airport authorized for such special use, the dates and duration of such use, and any other terms and conditions deemed necessary.

185-29. EMERGENCY CONDITIONS, ACCIDENTS OR INCIDENTS.

A. Aircraft Operators involved in an Accident on the Airport resulting in any injury (or death) to person or damage to property, shall make a full and prompt report of the accident to the Airport Manager and appropriate agencies, complete any necessary reports and/or forms, and comply with all applicable provisions of National Transportation Safety Board (NTSB) Regulations Part 830. Damage to property includes damage to a runway, taxiway, apron, navigational aid, light or fixture.

B. An Aircraft involved in an accident on the Airport may not be removed from the scene of the accident until authorized by the Airport Manager who shall receive authorization (to remove the Aircraft) from the FAA and/or NTSB, when applicable.

C. Once authorization (to remove the Aircraft) has been issued, the Aircraft operator shall be responsible for the safe and prompt removal of disabled Aircraft and parts within an Aircraft movement area to a non-aircraft movement area.

D. If immediate arrangements are not made (so that the Airport can return to full operational status without unreasonable delay), the Airport Manager may have the Aircraft removed at the Aircraft operator's risk and expense without liability for damage arising from or out of such removal.

E. Should pilots authorize Airport employees to remove disabled aircraft from runways, aprons, taxiways or other areas of the Airport, monetary charges may be made for equipment and labor used to remove the disabled Aircraft.

F. No person shall enter upon the landing areas, aprons or taxiways of the Airport for the purpose of attending, observing or assisting at the scene of an accident except persons requested or permitted to do so by the Airport Manager, and/or Law Enforcement Officers. Emergency procedures for the Airport may be issued at the discretion of the Airport Manager. The Airport Manager shall determine when normal operations may resume.

185-30. ADMINISTRATION.

It shall be the duty of the Airport Manager to administer and enforce the regulations prescribed herein.

ZONING ADMINISTRATORS REPORT FEBRUARY 11TH, 2021

ROUTING: TB (5) TPC (5) Clerk (1) Asst. Clerk (1) File (1)
Email Town Staff (5)

DATE	SANITARY PERMIT #	ASH COUNTY PERMIT #	LAND USE PERMIT #	NAME OF PROPERTY OWNER	FIRE #	STREET NAME	PARCEL NUMBER	PROJECT TYPE	FEE AMT	ENTERED
1/07/21	N/A	N/A	2021-1	Elouise Andreas	2020	Big Bay	014-00083-0200	Accessory Structure	171.00T	2/2/21
1/04/21		8140		John Sheldon	818	Big Bay	014-00116-0100	Fill and Grade	150.00C	2/9/21
1/04/21		8141		Tim Eldredge	822	Big Bay	014-00119-0600	Fill and Grade	150.00C	2/9/21
1/04/21		8143		David Collins	1109	Sunny Slope	014-00462-0400	Fill and Grade	150.00C	2/9/21
1/04/21		8144		Iverson Jed	3833	Chippewa	014-00019-0320	Fill and Grade	150.00C	2/9/21
1/04/21	8145			Schram, Ben	630	Penny Lane	014-00193-0400	Sanitary Reconnect	Entered (2020)	2/9/21
1/04/21		8146		Riley Brown		Mondamin	014-00211-0400	Portable Restroom	Entered (2020)	
1/04/21		8147		Dan Titcomb		Capser	014-00005-0900	Fill and Grade	150.00C	2/9/21
1/04/21		8148		Dan Titcomb	471	Capser	014-00005-0800	Fill and Grade	150.00C	2/9/21
1/04/21	8149			Nicholas		Deerwood	014-00191-0108	Portable Restroom	Entered (2020)	



9 County Permits (3 were calculated into the 2020 report) the increase of County permits is directly related to shoreland erosion and higher lake levels. There has also been more effort in enforcement of requirements related to camping units and Sanitation Permit requirements.

9 County Permits	900.00
1 Town Permit	171.00
Total to date	1071.00

COMPARATIVE DATA

Last year to thru 2/20/20

3 County Permits	575.00
2 Town Permits	260.00
Total	835.00

2021		
County Revenue		36%
Town Revenue		34%

ZONING ADMINISTRATORS REPORT FEBRUARY 11TH, 2021

ROUTING: TB (5) TPC (5) Clerk (1) Asst. Clerk (1) File (1)
Email Town Staff (5)

Since the last Zoning Administrators report dated 12/20/20, there were no additional permits issued for the remainder of the calendar year. The report cited reflects comparative revenues for the year 2020 and 2019.

Town Plan Commission 2021 goals. While trends are difficult to forecast, we have had an increase in property sales, Certified Survey Application and inquiries and increased year-round residents.

This year the Town Plan Commission will be addressing several issues in Zoning and Planning. Some of these issues may result in some zoning text changes and definitions.

1. Definitions

- a. To clarify and address recent concerns related to land uses permitted and conditionally permitted in given zones the TPC is working on inserting language and definitions in ordinance related to:
 - i. Condominium/Expandable Condominium(s)
 - ii. Glamping unit/Yurt/Geodesic Dome
 - iii. Glamping
 - iv. Resort
 - v. Commercial Activity

2. Junk Survey

- a. In coordination with the Clerk and the Town Administrator the TPC is seeking input from the community in relation to a "Junk" ordinance.
- b. There is a survey on-line and hard copies of this survey available to the public.
- c. Public awareness will be promoted through posting, an article in the Gazette, an information posting on a community page (social media) and available hard copies at the Town Hall and posting signs.
- d. This information will be compiled for consideration in ordinance.

3. Comprehensive Plan

- a. The TPC is reviewing the Comprehensive Plan (last updated in 2014). Any recommendations for changes or amendments will be forwarded to the Town Board for review and approval.

4. Assignments

- a. Individual Town Plan Commissioners have taken on specific assignments. The primary role is to aid the Town and the Zoning Department in identifying issues, participating in draft correspondence, and helping to keep the Town Plan Commission informed.
 - i. Jim Peters – Junk Survey
 - ii. Paul Wilharm – Fire Numbers
 - iii. Samantha Dobson – Camping Units
 - iv. Mike Starck – Hartzell Proposal

(5) TB, Lisa, Barb, Micaela,
Lauren, public

TO: Town Board
FROM: Lisa Potswald
RE: Library Board Request to Form Community Center Work Group
DATE: February 18, 2021

Library Director Lauren Schuppe has discussed with me and with the Library Board the concept of adding on to the existing library building to include a community/performing arts center. She and I discussed how best to plan for such a project. Because the Library Board is statutorily responsible for the Library building and the Town owns the building, it seems to make sense to ask the Town Board to advertise for people interested in working on a Work Group that would perform the tasks as outlined in the attached document.

The Library Board at its meeting on February 16, 2021 approved this process and request. Please let me know if you have any questions or want more information.

RECEIVED

FEB 18 2021

Initial dg

Community Center Work Group – Library Board Request 1-25-2021

- A. Concept:
 - a. Explore the feasibility and function of an expansion to the Madeline Island Public Library in the form of a Community Center.
- B. Tasks
 - a. Create a survey that will gather needs, prioritize function and compile vision.
 - i. Library provide funds for digital and/or paper distribution.
 - b. Research and compile past attempts and organization of a community center.
 - c. Create a document that can be presented to the Library and Town Boards with all information gathered and quantified.
- C. Timeline
 - a. February 2021: Request Work Group formation
 - b. March 2021: Work Group is appointed and organized.
 - c. April 2021: Organize, create and distribute a survey for public response
 - d. May 2021: Utilize compiled data to create a report containing estimates of
 - i. Size
 - ii. Function
 - iii. Location
 - e. June 2021: Submit report and compiled data to Library Board/ Town Board to consider next steps.
- D. Products of the Workgroup to be submitted no later than June 30th, 2021.
 - a. A detailed report of compiled survey data.
 - b. A detailed report of past attempts to build a community Center
 - c. A detailed report of building requests for architectural submittal.

Once the Library Board and the Town Board approves a work group request a notice for an open call for participation will be posted for three weeks. The Library Board will make its recommendation to the TB for appointed members (Regular Board Meeting 3/16) the TB will appoint members at their regular board meeting 3/23.

Once all members are appointed the group will determine with the Library Director oversight the best times for meetings and proceed with the tasks and timeline as stated above. Final findings are due to the Library Director no later than June 30th, 2021. Reports will be presented to the Library Board at their regular Library meeting July 20th, 2021.

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

REQUEST FOR BID – PAINT MADELINE ISLAND PUBLIC LIBRARY EXTERIOR

TOWN OF LA POINTE, WISCONSIN

BID DUE DATE: TUESDAY, MARCH 23, 2021, BY 3:00 P.M.

Sealed bids marked "Madeline Island Public Library" will be received no later than the date and time listed above. Bids will be accepted by Town of La Pointe Clerk, PO Box 270, La Pointe, WI. 54850.

Bids will be opened at the La Pointe Town Hall on Tuesday, March 23, 2021 at 5:30 p.m.

Work includes but is not limited to: Washing the building exterior, repairing wood and trim where needed, priming bare wood, painting building exterior, and caulking and glazing windows.

Bid forms should be obtained from the Town Clerk, phone 715-747-6913, or at clerk@townoflapointewi.gov. Digital documents (PDF) may be obtained via email or at www.townoflapointewi.gov. Faxed bids will not be accepted.

The Town reserves the right to reject any and all bids.

Date: February 24, 2021

RECEIVED

FEB 17 2021

dg

TOWN OF LA POINTE REQUEST FOR BIDS
La Pointe, WI 54850
Published March 24, 2021

BIDS ARE DUE: MARCH 23, 2021 BY 3:00 P.M.

Madeline Island Public Library, 249 Library Street, La Pointe, WI 54850
clerk@townoflapointewi.gov

Bids will be opened at the 5:30 P.M. Town Board meeting on March 23, 2021

I. BID

1. DEFINITIONS:

“Town” is Town of La Pointe, Wisconsin

“Bidder” is an individual or business submitting a Bid to the Town

“Contractor” is one who contracts to perform services in accordance with a contract.

“RFB” is Request for Bid.

2. PURPOSE OF BID

The Town of La Pointe is in need of hiring a qualified contractor to paint the exterior of the Madeline Island Public Library located at 249 Library Street, La Pointe, WI 54850 (Madeline Island).

Bid Terms:

- A. The Town reserves the right to reject any or all bids for any or no reason.
- B. Bids must be signed by an official authorized to bind the bidder to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- C. In the event it becomes necessary to revise any part of the RFB, addenda will be provided. Deadlines for submission of the RFB’s may be adjusted to allow for revisions. To be considered, one bid must be delivered via email, mail or in person to the Town Hall on or before the date and time specified.
- D. Bids should be prepared simply and economically, providing a straight-forward concise description of the bidder’s ability to meet the requirements of the RFB.

- E. A formal written contract will be executed between the Town and the awarded bidder.
- F. In the event the Town receives two or more bids from responsive, responsible bidders, the Town may award the contract to the most responsive and responsible Town bidder based on previous history.

II. BID SPECIFICATIONS

The bid shall include all of the following information. Failure to include all of the required information may result in disqualification of a bid.

- A. Contractor's Qualifications, years in business, experience in providing the level and type of services specified in the bid.
- B. Bank References with name and phone number of contact person.
- C. At least three (3) current references using similar services listed in the bid. Include company name, contact name and phone number.

III. GENERAL SPECIFICATIONS

1. Structure Details - *All measurements should be field verified. Accuracy is not guaranteed.*

Library Building: Total Exterior Area = Approximately 3,800 square feet; Number of Stories = 2; Number of Doors = 7; Number of Windows = 47.

2. Site Details

Furnish and provide all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFB. Work shall be performed with minimal obstruction to Library operations.

3. Preparation (In Sequence)

- A. Power washing of the exterior of the building 1 to 2 weeks prior to painting. Power washing shall include all exterior surfaces including the roof surfaces.
- B. Covering of sidewalks and protecting the roof and windows from paint splatters is required. At the end of each workday, the workspace is to be cleared of all materials.

- C. All areas with loose and flaking surfaces are to be scraped. Abnormal scraping is expected.
- D. Prime all bare wood using proper primer under manufacturer's specifications.
- E. Siding/trim is to be repaired in identified spots.
- F. Paint the exterior of the building. Apply paint until proper coverage is accomplished.
- G. All windows shall be caulked and glazed as needed.
- H. Contractors are to provide all materials, equipment and labor, including scaffolding or power lift.

4. Cleanup

The Library building is open to the public on a schedule (see Attachment A). Contractor must make appropriate accommodations so the public and employees can enter and exit the building safely.

- A. Clean-up and removal of contractor's equipment from Library building parking lots and sidewalks shall be continuous throughout the length of the project to ensure that the public can safely access the buildings.
- B. Upon completion of work, Library parking lots, sidewalks and yard shall be cleaned and cleared of any remaining materials including but not limited to paint containers, plastic, and nails.
- C. Clean-up shall conform to all federal, state and local construction waste management laws and regulations.
- D. Disposal shall be the Contractor's responsibility.

5. Material Specifications

All wood surfaces will be painted using a Sherwin Williams Exterior Latex Paint with a satin finish. All metal surfaces will be primed using a Sherwin Williams Procryl Acrylic Primer and painted using Sherwin Williams Sher-cryl Acrylic paint. At completion of project, partial containers of all paint are to be left with the Town.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement.

1. Reporting of Contractor

- A. The Contractor is to report to the Town's Facilities Manager and/or designee and will cooperate and confer as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.
- C. All reports made in connection with these services are subject to review and final approval by the Facilities Manager.
- D. The Town may review and inspect the Contractor's activities during the term of this contract.
- E. Lien waivers must be given for all subcontractors and materials purchased.
- F. Contractor is responsible for all expenses related to transportation of staff and materials and disposal of debris.
- G. Contract must secure all necessary permits according to local and state laws and regulations.

2. Personnel

- A. The Contractor will not hire any Town employee for any of the required services without the Town's written approval.
- B. The parties agree that the Contractor is neither an employee nor an agent of the Town for any purpose.

3. Indemnification Agreement

The Contractor will protect, defend and indemnify the Town, its officers, agents, assigns, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Town in connection with or

in any way incident to or arising out of the occupancy, use service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

4. Insurance Requirements

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- A. Workers' Compensation insurance with Wisconsin statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- B. Commercial General Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Town shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
- C. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
- D. Contractor shall furnish the Town Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

5. Warranty

The Town requires a one-year warranty on labor.

6. Compliance with Laws and Regulations

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.

7. Interest of Contractor and Town

The Contractor promises that it has no interest which would conflict with the performance or services required by this contract. The Contractor also promises that in the performance of this contract, no officer, agent, employee of the Town or member of its governing body, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

8. Equal Employment Opportunity

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

9. Prevailing Wage Rates

This project does not meet the requirements for prevailing wages.

10. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public.

11. Assigns and Successors

This contract is binding on the Town and the Contractor, their successors and assigns. Neither the Town nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

12. Termination of Contract

Either party may terminate the contract without cause by giving thirty (30) days written notice to the other party.

13. Payroll Taxes

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Town against such liability.

V. TERMS AND CONDITIONS

1. Award:

The Town reserves the right to reject any and all bids received as a result of this RFB.

2. Low Bid:

A successful contract will be awarded by the lowest bid response given on the bid sheet to the most responsive and responsible respondent.

3. Term of Bid:

The bid is for a six (6) month period from the date of award.

4. Bid Submission:

Submit Bid Cover page, Bid Signature Page, and Contractor Information (page 2, II) by required time/date. Bids must be submitted by mail or hand delivered to Town of La Pointe Clerk, 240 Big Bay Road, PO Box 270, La Pointe, WI 54850, clerk@townoflapointewi.gov by **3:00 P.M. on March 23, 2021**. Bids will be opened at 5:30 P.M. at the March 23, 2021 Town Board meeting.

5. Questions:

Submit all questions to Ray Hakola , Facilities Manager, at facilities@townoflapointewi.gov or call 715-747-6855, or Lisa Potswald, Town Administrator at administrator@townoflapointewi.gov or call 715-747-6914.

ATTACHMENTS

Bid Cover Page.....	9
Bid Signature Page.....	10

SIGNATURE PAGE – INCLUDE WITH BID RESPONSE

Signature

Company Name

Print Name

Company Address

Title

City, State, Zip

Telephone

Federal Tax ID #

Email Address

Fax #

The above individual is authorized to sign on behalf of company submitting Bid.
Bids must be signed by an official authorized to bind the bidder to its provisions for at least a period of 90 days.

ACCOUNTING ADMINISTRATOR REPORT FEBRUARY 2021

02/18/2021

FINANCIALS:

1. **ANNUAL MEETING:** I will start working on the 2020 financial reports for the Annual Meeting which is scheduled to be held on Tuesday, April 20th, 2021.
2. **TAX COLLECTIONS:** The 1st half tax collection process has been completed. Tax collections transferred into the General Fund, and the other taxing districts have been paid. Total 2020/2021 tax roll collections are at 56% compared to total 2019/2020 collections at 58%. The balance of the 2020/2021 real estate taxes will be paid to the Town in August.
3. **BILLINGS & AGREEMENTS:**
 - a. Dorgene has sent out the 2021 Airport Hangar & Industrial Zone lot leases.
 - b. Misc. and MRF charges billings have been sent out as well.
 - c. County:
 - i. Law Enforcement: Ashland County has paid \$32,625 to the Town for 1st Qtr. 2021 Law Enforcement Budget and the \$1,125 to be placed into the Squad Car Designated Fund.
 - ii. Zoning: The 4th Qtr. 2020 \$750 for providing Ashland County Zoning services has been paid.
 - iii. Highway/Rds.: Ashland County was billed for 4th Qtr 2020 maintenance expenses for Cty. H. Payment is expected this week.
4. **MRF:**
 - a. **SELF-CERTIFICATION AUDIT:** The WI Dept. of Natural Resources (DNR) requires MRF to self-certify by March 30th.
 - b. **MRF RESPONSIBLE UNIT GRANT FINAL REPORT:** The WI DNR paperwork will be started for the annual final report due April 30th, on the previous years' recycling program, reporting actual recycling costs, collection amounts and revenues and which is compared to the grant application and grant funds awarded.
5. **ACCOUNTING SOFTWARE:**
 - a. Research is ongoing for governmental accounting software programs and have reached out to a couple other municipalities inquiring what program they are using and their thoughts on it. Will continue to follow up on options, cost and demos.
6. **AUDIT/ACCOUNTING:**
 - a. I have approached Maitland, Singler & Van Vlack (MSVV) about continuing with the Town by providing a different accounting service. I'm also asking other municipalities about the firm they are using, in case MSVV is unable to continue.
7. **WORK COMP:**
 - i. A Workers Comp self audit of 2020 payroll records was done for Bitco General Insurance Corporation (the Town's Work Comp carrier for 2020).
 - This was reporting all wages and compensation, as well as sub-contractors and their information (type of job/work and done on-site or off-site, amount paid, if 1099 reportable, copies of their Certificate of Insurance, etc.). The audit actual figures are used to calculate what the previous years' premium should have been and adjusted accordingly. We have not received any notice yet.

Respectfully submitted,

Barb Nelson

Barb Nelson

Accounting Administrator/Deputy Clerk

RECEIVED

FEB 18 2021

dg



WESTCOR

LAND TITLE INSURANCE COMPANY

by its Agent, Auro Solutions, LLC

COMMERCIAL OWNERS'/TITLE AFFIDAVIT

State of Wisconsin }

County of Ashland }

Date: _____

The undersigned being duly sworn according to law, deposes and says as follows:

1. I, _____, the _____ of _____ a _____ limited liability company/corporation, or municipality, individual(s)/trustee(s), the owner of a certain parcel of real property described in Westcor Land Title Insurance Company (the "Company") Commitment for Title Insurance, issued by its Agent, Auro Solutions, LLC (the "Agent") as Commitment No. ATC-101675-C (the "Property").
2. In my capacity as such, I am personally familiar with the management and operation of the Property, including the existence of any tenancies, lease, parties in possession and other occupancies, and payment of taxes and assessments in connection therewith.
3. There are no tenants, unrecorded easements or parties in possession, except as set forth in the above-mentioned Commitment and/or below: (Please list or if "None", please write the word "None". Please note: if left blank, the answer will be deemed "None")
4. No parties have any option or other rights to purchase all or part of any of the Property.
5. There are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items such as improvements for sidewalks, curbs, gutter, sewers, etc., not shown as existing liens in the public records. No unpaid real estate taxes or assessments affecting the Property except as shown on the Commitment.

RECEIVED
FEB 15 2021
[Signature]

6. There are no unpaid bills or claim for labor, services or materials furnished or delivered for repair, work, or new construction on the Property, except: _____
7. Within the last 90 days no person has furnished any labor, services or materials in connection with the construction or repair of any buildings or improvements on the above-described premises, or in the site development or subdivision of a larger parcel of which the above-described premises is or was a part (including, but not limited to, surveyors and engineers), except as follows: _____
8. That there does not exist nor has authority been given to anyone else to execute on its behalf, any deed, deed of trust, mortgage, lease, contract of sale or other instrument that might affect the title to the Property, except matters of record.
9. That there is no action or proceeding relating to the Property in any State or Federal Court in the United State nor any State or Federal Judgment or any Federal Lien of any kind or nature whatever which now constitutes a lien or charge upon the Property, except those matters relating to the following: _____
10. Affiant is not aware of and has not been told that any improvements on the Property violate any building permit, zoning laws, restrictions or covenants, including, but not limited to, any applicable condominium or homeowners' association declaration, regulation or bylaws.
11. Affiant is not aware, and has not been told, that any fence or other improvements on the Property or on any neighboring property encroaches over any building lines, easements or property lines.
12. The Property has actual pedestrian and vehicular access based on a legal right of access to the Property.
13. I know of no contract for the making of repairs or improvements on the Property, except as follows: (See Attached/None)

This Affidavit is given to induce Auro Solutions, LLC, as an Agent of Westcor Land Title Insurance Company, to issue its policies of title insurance including endorsements in reliance upon the accuracy of the same.

The undersigned further agrees to indemnify Auro Solutions, LLC and Westcor Land Title Insurance Company against any loss occasioned by the existence of any of the matter list above which are known to the undersigned and not disclosed by this Affidavit and any cost, expense or liability, including attorney fees, arising from the enforcement or this indemnification.

NOW, THEREFORE, it is agreed that in consideration of the Agent's and the Company's issuance of its policy effective as of the date closing occurs without making exception therein of matters which may arise between the date of its commitment to issue its policy of title insurance and the date the documents creating the interest being insured have been filed for record, and which matters may constitute an encumbrance on or affect said title, the undersigned agrees to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien, or objectionable matter of title which may arise or be filed, as the case may be, against the captioned premises during the period of time between the date of its commitment to issue its policy of title insurance and the date of recording of all closing instruments, and to hold harmless and indemnify the Agent and the Company against all expenses, costs and attorney fees, which may arise out of the failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters. Further, the undersigned shall be liable for all expenses, costs and attorney fees which may be incurred in the enforcement of this agreement.

COMPANY:
BY:
ITS:

OR

OWNER:

Subscribed and Sworn to before me this ____ day of _____, 202__.

(NAME)

Notary Public for the State of _____
My commission expires: _____

TB 5 Lisa Barb, Micaela
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY FEBRUARY 9, 2021
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, Ben Schram (via telephone), Elected Clerk Micaela Montagne
Public Present: Barb With
Called to Order: 5:30pm

I. Public Comment A*: Barb With commented to remind everyone of the Spring Primary Election on February 16, 2021.

II. Town Administrator's Report: Report prepared and presented by Lisa Potswald dated February 5, 2021 placed on file by Unanimous Consent.

III. Public Works

A. Public Work Director's Report: Report prepared by Ben Schram for January 2021 placed on file by Unanimous Consent.

B. Roads, Dock and Harbor

1. Big Arn's Road and Brian's Road Costs and Special Assessment Process: more information to come hopefully by the next meeting.

2. Wren Works Change Order #4 Correction: Additional Concrete and Timber Fendering: Motion to table, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

3. Smith Group Billing Discrepancies for Dock Project: Motion to table, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to move agenda items III. B. 4 and 5 to after item XII., J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

C. Parks: Town Park camping reservations are filling up.

D. Materials Recovery Facility (MRF)

E. Airport

1. Airport Manager's Report & Checklist: Report prepared by Paul Wilharm for January 2021 placed on file by Unanimous Consent.

F. Greenwood Cemetery: Nothing at this time.

IV. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Nothing at this time.

B. Zoning Board of Appeals

1. Appoint Alternate Member #2 for Term Ending June 30, 2022: Motion to appoint William Fennell as Alternate #2 on the Zoning Board of Appeals for term ending 6/30/2022, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Town Chair Jim Patterson Appointed William Fennell.

V. Town Hall Administration

A. Budget Summary Report: Motion to approve report dated 2/7/2021, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

B. Grant Updates: Nothing at this time.

C. DRAFT Request for Proposal for Auditing Services for Calendar Year Ending 12/31/2020: Discussion on looking into something in between a full audit and nothing as to keep costs down or do an audit every couple to few years instead of every year. Lisa Potswald and Glenn Carlson will work on putting together some recommendations for the Board to consider at the next meeting. Motion to table to consider alternate options, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

D. Proposal from Maitland, Singler & Van Vlack for Annual Year End State Reporting: Motion to table as it is not available yet, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

E. 2021 Budget Amendment No. #1: Motion to approve, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

F. Town Administrator Hiring Process and Updates: six or seven applications have been received with the deadline of 2/15/2021. Public Administration Associates may be interested in extending the announcement as they would like to present 12-15 applicants to the Board.

VI. Alternative Claims: Motion to approve Alternative Claims for January 2021 in the amounts of \$1,090,574.58, \$102,594.38 and \$1,126.94 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Treasurer's Report: Motion to approve the Treasurer's Cash summary report as of January 31, 2021 showing a total of \$5,042,475.77 and a total available in checking of \$541,539.12, J. Patterson/ M. Anderson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Regular Town Board Meeting January 26, 2021: Add that C. Overland was present via teleconference. Motion to approve with the addition, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

IX. Police Department

A. Police Chief's Report: Report prepared by William Defoe for January 2021 placed on file by Unanimous Consent.

X. Emergency Services

A. Fire Chief's Report: Discussion on having a Special Town Board Meeting with the Fire Chief and the Town Administrator to discuss personnel issues. Report for January 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building (ESB): Though transportation has changed, they are still looking at the completion date of February 26, 2021.

C. Contract for Services with Warren Drapery Company for Window Blinds/ Shades at the ESB: Motion to approve the contract for \$3,909.78, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

D. Superior Tech LLC Contract Amendment for ESB Technology Purchase/Installation: Motion to table, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Memorandum of Understanding with Grand View for the Assistance to Firefighters Regional Grant for Radios: Motion to approve, M. Anderson, J. Carlson. M. Anderson amended motion to include Chair Jim Patterson signing the MOU, J. Carlson second, 5 Ayes, Motion Carried.

XI. Public Comment B:** None.

XII. Lawsuits & Legal Issues

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

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

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

Motion to go into closed session to discuss agenda items III. B. 4 and 5, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to return to open session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

III. Public Works

B. Roads, Dock and Harbor

4. Town Dock Leases

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. If the Town goes into closed session, it will reconvene in open session before adjourning.

5. Dock Lease with Nelson Construction

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. If the Town goes into closed session, it will reconvene in open session before adjourning.

Motion to table, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

XIII. New Agenda Items for Future Meetings: Big Arn's Road/ Brian's Road, Wren Works Change Order, ZA report, Audit options, Year ending reporting, Superior Tech contract, Dock Lease with Nelson Construction. Discussion on having a meeting with the Fire Chief regarding personnel issues, possibly Friday 2/12/21 at 5:00pm.

XIV. Adjourn: Motion to adjourn, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:37pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) Lisa, Barb, Micaela,
public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
FRIDAY FEBRUARY 12, 2021
5:00pm AT Town Hall
Draft Minutes**

Town Board Members Present via Teleconference: Jim Patterson, Michael Anderson, Sue Brenna, Glenn Carlson, John Carlson
Staff Present: Elected Clerk Micaela Montagne
Called to Order: 5:00pm

1. Public Comment: None.

2. Fire Chief Personnel Issues

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.

Motion to go into closed session, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

Motion to return to open session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Discussion to have another Special Town Board Meeting on the issue with Rick Reichkitzer and Lisa Potswald present as well. Either Wednesday or Thursday 2/17 or 2/18/2021 at 5:00pm depending on availability.

3. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:39pm.

Submitted by Micaela Montagne, Town Clerk.

TBS Lisa, Barb, Micaela
public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
THURSDAY FEBRUARY 18, 2021
5:00pm 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 and Rick Reichkitzer (both via teleconference), Elected Clerk Micaela Montagne

Called to Order: 5:05pm

1. Public Comment: None

2. Fire Chief Personnel Issues

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.

Motion to go into closed session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to return to open session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

3. Town Administrator Hiring Process: Possible Extension of Opening and Salary Changes:

Discussion on whether to extend the deadline for applications as six were submitted on time with an additional two coming in late. Motion to extend the acceptance deadline for applications to 2/18/2021, G. Carlson/ M. Anderson, 4 Ayes, 1 Abstain (J. Carlson), Motion Carried.

Discussion on getting the full resumes and cover letters from all eight candidates to review. If no candidate is selected this round, the Town Board will take a look at the position, the salary, etc. to see if any changes would need to be made.

4. Adjourn: Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 5:37pm.

Submitted by Micaela Montagne, Town Clerk.

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

Madeline Island Ambulance Service Report

February 17, 2021

We had just one non-transport in January and February remains quiet. We have discussed transports during wind sled season, and when there is an ice road. The Mercedes is light enough to be used on a good ice road. It is always our policy to contact Nate or Arnie if we are transporting over the ice road at night to get clearance or even an escort.

Gloria Fennel and Alex Nelson are just waiting for the last of their paperwork to go through the state and then they will be eligible to join the service. The other four students are all working hard to complete their class by May. We have a very generous donation of radios, batteries and chargers that will be shipping to us this week. We need them for our new recruits.

The big news is that we just received our LUCAS device. We took a good look at it at our regular monthly meeting. It looks quite straight forward but we will also be getting training from Stryker at our February training meeting. The Stryker rep will bring a mannequin and we can practice fitting the device onto a patient and see how to adjust it to the right strength. This device is a game changer with CPR. We are very grateful for the donations that we received as well as the town board's support in it's purchase. We are also setting up training for a new advanced airway approved by our Medical Director. Once we are in the new building, we will get an instructor here to sign us off on this new airway, the IGEL.

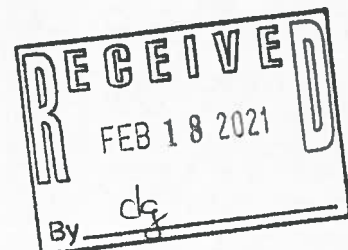
We held our regular monthly meeting at the town garage. We discussed the vaccination schedule. Almost everyone on the service now has had their second dose. There have been a variety of reaction's, but it only lasts a day or two. We are still following the protocols from our Medical Director to keep wearing full PPE on all Medical calls. We will be holding a training meeting the last Wednesday of the month. Sarah has something planned with the fire department.

I have been working on updating our operational plan for the state and updating our computer programs with Image Trend and our billing company. We are also going through supplies this time of year and updating our spreadsheets for inventory control and expiration updates.

We are still working on details for the ESB. We will remain at the County Garage until we can move in completely. We do not want to be separated from our supplies, offices, etc. We are now making lists of final touches and supplies that are needed so we are ready to move in as soon as possible. The first of the exercise equipment has been delivered. The furniture should be ready to be delivered and installed around the middle of March.

Respectfully Submitted,

Cynthia Dalzell Madeline Island Ambulance Service



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

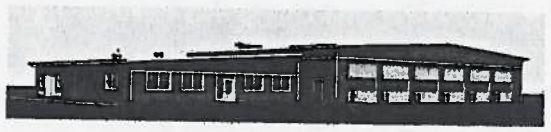


Town of La Pointe EMS Facility
Monthly Status Report
January 2021

OUTSTANDING ITEMS

Ferry currently shut down
Using wind sends for contractor access to island
Awaiting opening of ice road
Substantial Completion and Final Completion delayed due to COVID and Weather - see highlighted dates this sheet

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PROJECT SUMMARY

This project replaces an older facility destroyed by fire. The project consists of an approximately 10,680 SF new single story fire station and EMS facility with living quarters for police personnel on an existing parcel in the town of La Pointe, Wisconsin.

Scope of the new building includes site work and utilities, building construction, HVAC construction, plumbing construction, electrical construction, and accepted Alternate #1 for a Fire Suppression system.

4 WEEK LOOK AHEAD

Back to full crews working after COVID delay
Electrical lighting and device install
Fire alarm install and testing performed
Low voltage HVAC and lighting controls installed
Plumbing fixtures and trims installed
Carpet, LVT and rubber flooring install
Ceiling install in the administration area
Doors and hardware installed
Misc. finishes and completion of 98% of the project.

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CONSTRUCTION % COMPLETION STATUS

93.85	
Building Weather Tight	10/30/2020
All Materials to Site	12/15/2020
Substantial Completion Apparatus Bay and Fire Suppression	12/31/2020
Substantial Completion Remainder of Building	3/2/2021
Final Completion	3/18/2021

CONTRACTOR FINANCIAL COMPLETION STATUS

Company	% Complete	On Track	Plan of Action
Nelson - Site/Utility	90.62	Y	
Berghammer - GC	96.92	Y	
Brown - HVAC	80.98	Y	
5 Star - Electrical	89.67	Y	
Brown - Plumbing	84.43	Y	

UPCOMING MEETINGS AND SITE VISITS

- Weekly Construction Progress Meetings Tuesdays @ 10:00 A.M.
- Bi-Weekly Schedule Update Meetings - Every Other Tuesday @ 11:00 A.M.

RECEIVED

FEB 18 2021

Initial: dg

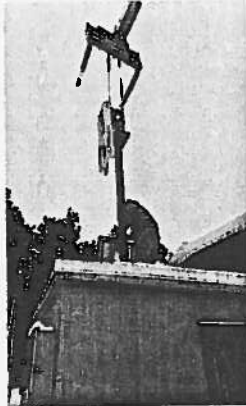


**Town of La Pointe EMS Facility
Monthly Status Report
January 2021**

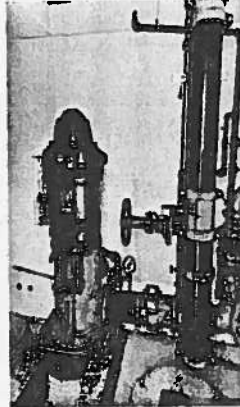
Fire Department filling the underground tanks



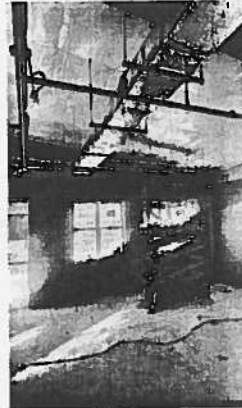
Fire pump being installed in roof of pump house



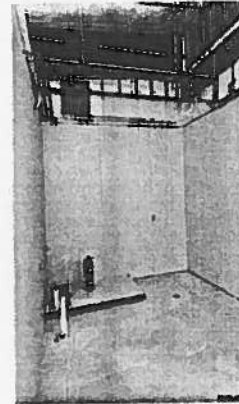
Fire system installed in the pump house



Duct work installed in the admin. area



Fiberglass board installed in the gear washer room



Cabinets, countertops and backsplash in training room



View from mezzanine to the apparatus bay



Lockers installed in EMS supply room



Cabinets installed in the Police Evidence Room



Tile installed in the bathroom and shower.



Project Budget Summary

Site/Utility Construction Contract No.01 - Nelson Construction		Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Base Contract		\$ 85,066.00	\$ -	\$ -	\$ 85,066.00	\$ 84,221.00	\$ 75,798.90	99.01%	\$ 9,267.10	Pay App through 11/30/19
Spring Contract		\$ 329,872.00	\$ (59,414.00)	\$ -	\$ 270,458.00	\$ 237,971.00	\$ 226,072.45	87.99%	\$ 44,385.55	Pay App through 10/31/20
Item #1 Unit Cost	Undercut Below Foundations & Pad (@ \$7.64 CY)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Item #2 Unit Cost	Structural Fill Below Foundations & Pad (@ \$41.75 CY)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Contractor Construction Cost Subtotal:		\$ 414,938.00	\$ (59,414.00)	\$ -	\$ 355,524.00	\$ 322,192.00	\$ 301,871.35	90.62%	\$ 53,652.65	

General Construction Contract No. 02 - Berghammer Builders		Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Base Contract		\$ 1,428,612.00	\$ 5,928.16	\$ -	\$ 1,434,540.16	\$ 1,390,412.16	\$ 1,320,891.55	96.92%	\$ 113,648.61	Pay App through 1/31/21
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Contractor Construction Cost Subtotal:		\$ 1,428,612.00	\$ 5,928.16	\$ -	\$ 1,434,540.16	\$ 1,390,412.16	\$ 1,320,891.55	96.92%	\$ 113,648.61	

HVAC Construction Contract No. 03 - Brown Plumbing and HVAC		Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Base Contract		\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	\$ 284,775.00	\$ 270,536.25	90.98%	\$ 42,463.75	Pay App through 1/31/21
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Contractor Construction Cost Subtotal:		\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	\$ 284,775.00	\$ 270,536.25	90.98%	\$ 42,463.75	

Electrical Construction Contract No. 04 - S Star Electric		Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Base Contract		\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	\$ 269,200.00	\$ 255,740.00	89.87%	\$ 43,810.00	Pay App through 1/31/21
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Contractor Construction Cost Subtotal:		\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	\$ 269,200.00	\$ 255,740.00	89.87%	\$ 43,810.00	

Plumbing Construction Contract No.05 - Brown Plumbing and HVAC		Original Contract	Approved CO to Date	Pending CO to date	Total Estimated Contract Value	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Base Contract		\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	\$ 94,740.00	\$ 90,003.00	83.43%	\$ 23,547.00	Pay App through 1/31/21
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	
Contractor Construction Cost Subtotal:		\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	\$ 94,740.00	\$ 90,003.00	83.43%	\$ 23,547.00	

Total Construction Cost:		\$ 2,570,550.00	\$ (54,385.84)	\$ -	\$ 2,516,164.16	\$ 2,361,319.16	\$ 2,239,042.15	93.85%	\$ 277,122.01	
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Project Budget Summary

A/E/CM Fees/Inspections/Owner Items		Original Contract			Total	Completed to Date	Billed to Date Less Retention	Percent Complete	Balance to Complete	Notes
Wendel	A/E Fee for Bid # 1 and # 2	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00	\$ 185,000.00	\$ 185,000.00	100.00%	\$ -	Services through 11/30/20
	A/E Fee for Re-Design	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00	\$ 56,000.00	\$ 56,000.00	100.00%	\$ -	Services through 11/30/20
	A/E Fee for CA	\$ 42,000.00	\$ -	\$ -	\$ 42,000.00	\$ 39,900.00	\$ 39,900.00	95.00%	\$ 2,100.00	Services through 11/30/20
	A/E Reimbursable Expenses	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ 7,689.34	\$ 7,689.34	76.89%	\$ 2,310.66	Services through 11/30/20
	CM Pre-Construction Bid # 1 and # 2	\$ 33,000.00	\$ -	\$ -	\$ 33,000.00	\$ 33,000.00	\$ 33,000.00	100.00%	\$ -	Services through 12/31/21
	CM Re-Design Pre-Construction	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	100.00%	\$ -	Services through 12/31/21
	CM Fee at 3.0% of Total Construction	\$ 76,058.73	\$ -	\$ -	\$ 76,058.73	\$ 60,846.98	\$ 60,846.98	80.00%	\$ 15,211.75	Services through 12/31/21
	CM Labor/Expenses at 10 Months	\$ 168,750.00	\$ -	\$ 15,241.00	\$ 183,991.00	\$ 108,160.63	\$ 108,160.63	58.79%	\$ 75,830.37	Services through 12/31/21
	CM Reimbursable Expenses	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ 9,020.89	\$ 9,020.89	45.10%	\$ 10,979.11	Services through 12/31/21
	Sub-Total Wendel Costs	\$ 610,808.73	\$ -	\$ 15,241.00	\$ 626,049.73	\$ 519,617.84	\$ 519,617.84	83.00%	\$ 106,431.89	
Town of La Pointe	Owner Contingency	\$ 126,764.55	\$ (15,241.00)	\$ 54,385.84	\$ 165,909.39	\$ -	\$ -	0.00%	\$ 165,909.39	Services through 11/6/20
	Special Inspection Allowance (Twin Ports)	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ 15,492.50	\$ 15,492.50	61.97%	\$ 9,507.50	
	Utility Service Fee Allowance	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	0.00%	\$ 50,000.00	
	Permitting and Inspection Allowance (James Price)	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	0.00%	\$ 10,000.00	
	Purchase Additional Propane Tank	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	0.00%	\$ 3,000.00	
	Site Survey for Design	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	100.00%	\$ -	
	Soil Borings	\$ 5,555.00	\$ -	\$ -	\$ 5,555.00	\$ 5,555.00	\$ 5,555.00	100.00%	\$ -	
	Paving (place holder)	\$ 66,500.00	\$ -	\$ -	\$ 66,500.00	\$ -	\$ -	0.00%	\$ 66,500.00	
	Town Insurance Costs	\$ 2,530.00	\$ -	\$ -	\$ 2,530.00	\$ -	\$ -	0.00%	\$ 2,530.00	
	Sub-Total Town Costs	\$ 292,349.55	\$ (15,241.00)	\$ 54,385.84	\$ 331,494.39	\$ 24,047.50	\$ 24,047.50	7.25%	\$ 307,446.89	
	Sub-Total Owner Costs	\$ 903,158.28	\$ (15,241.00)	\$ 69,626.84	\$ 957,544.12	\$ 543,665.34	\$ 543,665.34	56.78%	\$ 413,878.78	
	Total Project Budget	\$ 3,473,708.28	\$ (69,626.84)	\$ 69,626.84	\$ 3,473,708.28	\$ 2,904,984.50	\$ 2,782,707.49	83.63%	\$ 691,000.79	

Change Order Detail

Line Item	Description	Spring Contract Amount	Approved CO to Date	Pending CO	Total Estimated Contract Value	Notes
1	Nelson Construction					
2	CE # 001 Bulletin # 1 Credit	\$ 414,938.00	\$ (59,414.00)	\$ 25,000.00	\$ 380,524.00	
3	Undercut Below Foundations & Pad (@ \$7.64 CY)		\$ (59,414.00)			
4	Structural Fill Below Foundations & Pad (@ \$41.75 CY)			\$ 3,867.00		
5				\$ 21,133.00		
6						
7						
8						
1	Berghammer Builders					
2	CE # 002 Credit for Builders Risk Insurance	\$ 1,428,612.00	\$ 5,928.16	\$ -	\$ 1,434,540.16	
3	CE # 006 Foundation design		\$ (3,375.00)			
4	CE # 007 Credit for roof color/dorm room door		\$ 335.00			
5	CE # 008 Credit for wall/corner guards		\$ (1,572.00)			
6	CE # 009 Credit for OH Doors		\$ (385.94)			
7	CE # 010 Door Hardware		\$ (1,626.40)			
8	CE # 011 Backsplash		\$ 614.00			
9	CE # 012 Dorm Rooms		\$ 4,506.00			
10	CE # 013 App Bay Liner Panel		\$ 4,250.00			
11	CE # 014 Deduct Bollard NE Corner		\$ 2,400.00			
12	CE # 015 Add exterior lettering		\$ (983.50)			
13	CE # 012 Add another mezzanine gate		\$ 664.00			
14	CE # 012		\$ 1,082.00			
15	CE # 012					
1	HVAC - Brown					
2		\$ 313,000.00	\$ -	\$ -	\$ 313,000.00	
3						
4						
5						
6						
7						
8						
1	Electrical - 5 Star					
2	CE #003 Credit for Builders Risk Insurance	\$ 300,000.00	\$ (450.00)	\$ -	\$ 299,550.00	
3			\$ (450.00)			
4						
5						
6						
7						
1	Plumbing - Brown					
2	CE #005 Credit for Builders Risk Insurance	\$ 114,000.00	\$ (450.00)	\$ -	\$ 113,550.00	
3			\$ (450.00)			
4						
5						
6						
7						

**CONTRACT FOR SERVICES
AMENDING A CONTRACT**

This contract for services amendment is made to that agreement previously executed by and between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Superior Tech Services LLC (the "Contractor").

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

3. **Dates of Service.** The services provided for herein shall be provided between December 9, 2020 and February 28, 2021 May 1, 2021.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Amendment as of this 12 day of February, ~~2020~~ 2021

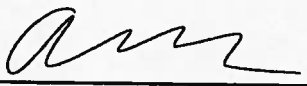
The Town of La Pointe (the Town) Board Chair

Signature _____

Date _____

Printed Name:

Full Legal Name of Contractor (the Contractor)

Signature 

Date 2/12/21

Printed Name Austin Hamilton

Title Owner

RECEIVED

FEB 12 2021

dg