

TB(S) Lisa Barb. Micala
public, Dorene

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY APRIL 27, 2021
5:30 PM AT TOWN HALL**

Please Respect Social Distancing & Please Wear a Mask
You may submit a public comment to the Town Clerk via email (clerk@townoflapointewi.gov)
or drop it in the suggestion box outside Town Hall.
The meeting will be live streamed and recorded at livestream.com/accounts/27528425
Some Town Board Members May Attend via Telephone

I. Public Comment A*

II. Town Administrator's Report

III. Open Bids

- A. Open Bids for the Passenger Shelter
- B. Open Proposals for Audit Services

IV. Public Works

- A. Roads, Dock, Harbor
- B. Parks
- C. Materials Recovery Facility (MRF)
- D. Airport
- E. Greenwood Cemetery

V. Committees

- A. Planning and Zoning

VI. Town Hall Administration

- A. Accounting Administrator's Report
- B. Grant Updates
- C. Public Administration Associates Travel Expenses
- D. Contract Amendment with Nordquist Appraisal, Name Change to North Country Assessment Services, LLC
- E. Contract with Hollywood Pyrotechnics Inc. for July 4, 2021 Fireworks
- F. Attachment 'B' to 2021 Compensation Resolution #2020-1223
- G. Use of Personal Vehicle for Work Related Activities Policy
- H. Town Administrator Transition Plan
- I. Follow up from Annual Town Meeting
 - 1. Virtual or In-person Board Meetings
- J. Schedule a Town Board Workshop & Discuss Agenda Items
 - 1. Compensation in Lieu of Health Insurance Benefits
- K. Resolution 2021-0427: Elected Officials Salaries
- L. Maitland, Singler & Van Vlack Agreement for 2020 State Reporting and Audit Prep

VII. Minutes

- A. Regular Town Board Meeting April 13, 2021

VIII. Emergency Services

- A. Ambulance Director's Report
- B. Updates on Construction of Emergency Services Building (ESB)

C. Contract with Big Water Apparatus, LLC for Maintenance and Repairs of Emergency Operations Vehicles and Equipment

IX. Public Comment B**

X. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57

B. Kevin Wiggins Wisconsin Equal Rights Division Case No. CR202001411

C. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

XI. New Agenda Items for Future Meetings

XII. Adjourn

*This portion of public comment is restricted to one minute in length. For those wishing to speak for longer than one minute, that item appears later in the agenda.

** Public Comment which is longer than one minute

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk.

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

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: April 23, 2021

DATES OF REPORT: April 10, 2021 through April 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

- PAA Travel Expenses. Please see separate memo from Barb and email from Kevin Brunner.
- 2021-2022 Contract with Big Water Fire Apparatus LLC. Please see separate contract distributed.

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

- James Price and Tim Gagner will be on the Island to meet with Ben and me on Monday to close out all the building inspector paperwork for the ESB.
- Final inspection of the dock with Wren Works, SmithGroup, MIFL and the Town is scheduled for May 11. Should there be any problems, Wren Works will be responsible to correct them.
- I will be starting the performance evaluation process for 2021 in mid-May by distributing the evaluation form and instructions. It is my intention to meet with each department head to review his/her past year's performance and to include Michael in the process.
- The Town Hall walls and ceilings look wonderful!! The flooring selected will be perfect and will hopefully be installed the week of May 10. After the flooring is in, everything will be returned to its original location and the old Town Hall will be painted. An important investment in maintaining our Town Hall!!

RECEIVED

APR 23 2021

Initial: *dg*

Accounting Administrator's Monthly Report April 2021
Page 1 of 2

04/23/2021

FINANCIALS:

1. The 2020 Expenditure Restraint Program (ERPs) information will be worked on in order to be submitted to the WI Dept of Revenue (DOR) for the May 1st deadline. This reports the Town's budgeted expenditures for the current year as compared to the previous year. If the adjusted budget expenditure increase over the prior year is less than the DOR's reported growth for the municipality (along with a few other requirements), the Town would be eligible for an aid payment in the following year.
2. **Annual Audit:**
 - a. **New Firm:** A few accounting firms have responded to the Request for Proposals that was sent out looking for 2020 year-end audit. Several have been in contact with questions, looking for more information and supporting documents (previous audits, forms filed, etc.) I am unsure as to what to expect – level of interest, timeframes and cost. But hopefully these firms will put in proposal for the 4/27/2021 Town Board meeting. Once a firm has been selected, I expect to spend a large amount of time on this project and with the firm selected.
 - b. **Current Reporting:** The annual Form CT report is due May 15th to the Wisconsin Department Revenue. Rich from Maitland, Singler & Van Vlack is ready to start on what his firm offered to assist with, per the Town Board motion of 3/9/2021.
3. **Payroll:**
 - a. **Wisconsin Retirement System (WRS):**
 - i. The 2020 year-end employee transaction reporting was done, uploaded & balanced.
 - ii. **WRS Eligibility and hiring.** WRS has quite a few rules when it comes to hiring and determining an employee's WRS eligibility.
 - i. Eligibility is determined by several methods –
The Town's intent/expectations for a new hire; previous employment with the Town and previous employment with other WRS employers.
This makes hiring determinations very important. This process is becoming more difficult and time consuming.
 - b. **Unemployment:** Last week, the Town received 13 Unemployment Wage Verification/Eligibility reports that needed to be researched (compensation earned for the reporting period) and returned within, sometimes less than 5 days. The amount of time for each report can range from 15 minutes to several hours.
 - c. **New Town Administrator:** Benefit paperwork has been sent to Michael Kuchta. This took a bit more time due to the health insurance enrollment deadlines and research needed for fringe benefits being offered (taxable/WRS reportable).
 - d. **Work Comp:** Because the Town is in the State of Wisconsin Work Comp Pool, the current carrier, EMC has requested a remote audit to be done for the 1st Qtr of 2021. This is basically the same as what is done at year end, but for the first three months of 2021. They are requesting it to be done by April 29th, 2021. We haven't been able to determine if this is going to be required after each quarter in 2021.

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APR 23 2021

Initial dg

Accounting Administrator's Monthly Report April 2021
Page 2 of 2

4. Accounting Software:

- a. This past weekend, I sent out four inquires to municipal software companies. One of these companies was positively recommended by quite a few City & Village Clerks and one Town Clerk, so I'm hopeful this firm may be what we are looking for/need. All have responded back so I'll start setting up times to do virtual demonstrations etc.

5. Grants:

1. WI DNR/MRF:

- a. Responsible Unit Grant (RUG): Marty Curry, MRF Recycling Specialist is looking at compiling the MRF 2020 tonnage collection & shipment figures. I've provided him with a breakdown of 2020 expenditures & revenues for the 2020 Recycling Grant final report and will submit (due April 30th) to the Dept. of Natural Resources (WI DNR).
- b. Annual Self Certification report to the WI DNR was completed and filed by Marty.

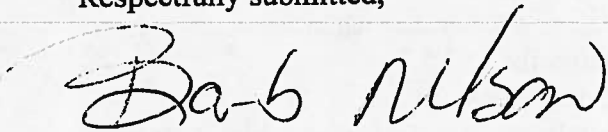
2. Fire Dept. Forest Fire Protection Grant 2020-2021:

- a. Purchases were done & documented by Tim Eldred, submitted for reimbursement and grant reimbursement payment in full received.

6. Licensed Raffles/Fundraising:

- a. No raffles were held in 2020 and no 2021 raffle licenses have been applied for. It appears the Fire Dept/Ambulance Service may be doing some type of fundraising this year, but no details received yet.

Respectfully submitted,



Barb Nelson
Accounting Administrator/Deputy Clerk

MEMO

TO: Town Board Members
Micaela Montagne, Town Clerk
Lisa Potswald, Town Administrator

FROM: Barb Nelson, Accounting Admin/Deputy Clerk

RE: Public Administration Associates, LLC expenses

DATE: Friday, April 23rd, 2021

The 6/17/2020 proposal from Public Administration Associates, LLC (PAA) proposal

“...COST:

*\$9,400 for professional services and direct consultant expenses such as mileage and overnight lodging/meals.
Not includes are costs for marketing....”*

The contract written up and signed by the Town Board and PAA states:

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

The first billing from PAA had 50% of the \$9,400 cost (\$4,700) + advertising (\$1,222.25). The 4/5/2021 invoice that PAA submitted, included the balance of the \$9,400 (\$4,700) + advertising costs (761.75) as well as:

\$810.39	mileage
\$ 68.50	meals
<u>\$ 98.00</u>	<u>ferry</u>
\$976.89	Total

\$ 99.00 1 night at The Inn – was charged to the Town

It didn't appear that the Town Board approved any travel expenses, so the \$976.89 was deducted from the invoice with a note to PAA that these expenses would be on the Town Board agenda.

RECEIVED

APR 28 2021

Initial: dg

X

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

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

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

Schedule

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Public Administration Associates, LLC (the "Contractor").

RECITALS

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

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

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

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

Professional Services and Direct Consultation expenses as described in Exhibit A


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

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

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

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

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

 **4. Reimbursement for Expenses.** The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

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

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



Public Administration Associates, LLC

P.O. Box 282
Oshkosh WI 54903
Phone: 920-235-0279
E-mail: paassoc@northnet.net
Web: public-administration.com

April 5, 2021

Ms. Lisa Potswald – Town Administrator
Town of La Pointe
PO Box 270
La Pointe, WI 54850

INVOICE No. C-36-21

This Invoice is for Professional Consulting Services performed by Public Administration Associates, LLC for the Town of La Pointe, WI in the recruitment for the position of Town Administrator. Charges here-in represent completion of the recruitment project and are due and payable as of the invoice date.

PROFESSIONAL CONSULTING SERVICES:

Professional Fees: ½ of Full Consulting Fee **\$ 4,700.00**

EXPENSES:

Mileage	\$ 810.39
Meals	68.50
Emotional Intelligence Assessments	88.00
Ferry	<u>98.00</u>
Subtotal General Expenses	1,064.89

Advertising:

League of MN Cities	345.00
League of WI Municipalities	150.00
Thundera Video Re-edit and Post	78.75
ILCMA	<u>100.00</u>
Subtotal Advertising	\$ 673.75

Total Expenses **\$ 1,738.64**

TOTAL OF PROFESSIONAL FEES & EXPENSES: **\$ 6,438.64**

AMOUNT DUE \$ 6,438.64

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE

Terms of this Invoice are Net 15

PLEASE CALL IF YOU HAVE ANY QUESTIONS

Please remit payment to Public Administration Associates, P.O. Box 282, Oshkosh WI 54903

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

Dorgene Goetsch

From: Lisa Potswald
Sent: Friday, April 23, 2021 10:51 AM
To: 'John Carlson'; 'Glenn Carlson (glenncarlson453@gmail.com)'; xchief@cheqnet.net; Sue Brenna (susanbrenna01@gmail.com); Aimée Baxter
Cc: Micaela Montagne; Barb Nelson; Dorgene Goetsch
Subject: FW: FW: Town Board Correspondence - Memo re: Public Administration Associates expenses

Hi, All.

You received a memo from Barb regarding PAA expenses. I asked Kevin to explain the billing – below is his response.

Please let me know if you have questions.

Regards,

Lisa Potswald
Town Administrator
Town of La Pointe
PO Box 270 – 240 Big Bay Road
La Pointe, WI 54850
715-747-6914
administrator@townoflapointewi.gov

From: Kevin Brunner <kevin.brunner1013@gmail.com>
Sent: Friday, April 23, 2021 10:45 AM
To: Lisa Potswald <administrator@townoflapointewi.gov>
Subject: Re: FW: Town Board Correspondence - Memo re: Public Administration Associates expenses

Lisa,

Since PAA had to conduct two separate searches for the Town, we expect to receive our direct expenses incurred for the second search since that was not anticipated when we submitted our original proposal (while we have very infrequently had to conduct a second search, we have always been paid for such expenses by other municipal clients). Consequently, we would be more than willing to just split the direct expenses billed and would request a remaining payment in the amount of \$488.44 from the Town.

In hindsight, given the terms and conditions of the services contract, I should have formally asked the Town Board to approve these direct expenses related to the second search process. Regardless, the total cost of both searches for PAA services is under the total cap of \$11,000 set by the Town Board for our work.

In consideration of this, please also remember that PAA waived the \$500 additional cost that was agreed to by the Town Board for the preparation of the second Town Administrator Position Profile. Please make sure that the Town Board is aware of this.

I hope that this clears this matter up.

Kevin Brunner, ICMA-CM
President



Public Administration Associates LLC
262-903-9509

On Fri, Apr 23, 2021 at 10:20 AM Lisa Potswald <administrator@townoflapointewi.gov> wrote:

Hi, Kevin.

See attached memo. Could you provide more information?

Thanks,
Lisa

-----Original Message-----

From: Dorgene Goetsch <clerical@townoflapointewi.gov>

Sent: Friday, April 23, 2021 8:33 AM

To: Aimée Baxter <aimeeweasel@gmail.com>; Glenn Carlson <glenncarlson453@gmail.com>; John Carlson <jcarlsonelectric@gmail.com>; Lisa Potswald <administrator@townoflapointewi.gov>; Micaela Montagne <clerk@townoflapointewi.gov>; Mike Anderson <xchief@cheqnet.net>; Susan Breanna <susanbrenna01@gmail.com>

Subject: Town Board Correspondence - Memo re: Public Administration Associates expenses

Good Morning,

Attached is a document I distributed in your mailbox.

Thank You,

Dorgene Goetsch
Clerical Assistant
Town of La Pointe
PO Box 270
La Pointe, WI 54850



DISPLAY AGREEMENT / INVOICE
Hollywood Pyrotechnics, Inc.

1567 Antler Point, Eagan, MN 55122
 Telephone 651-454-7976 • Fax 651-454-7975



TB(5) USA. Bath. Mirela.
 +1 police, permits

Display Date: July 4 th , 2021		Rain Date: July 5 th , 2021	
Name/Organization: Madeline Island Chamber of Commerce			
Contact Name: Sharon Zanto		Tel: 715-747-2801	Fax:
E-Mail Address: vacation@MadelineIsland.com			
Address: PO Box 274		City: La Pointe	State: WI Zip: 54850
Billing Name: same		Tel:	Fax:
Address:		City:	State: Zip:
Do you need an extension of our insurance? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
<input checked="" type="checkbox"/> Hollywood Pyrotechnics Choreographed and Fired			
<input type="checkbox"/> Wholesale Order			
Delivery Name: La Pointe Breakwater		Tel:	Fax:
Address:		City:	State: Zip:
County:			

Notes / Comments

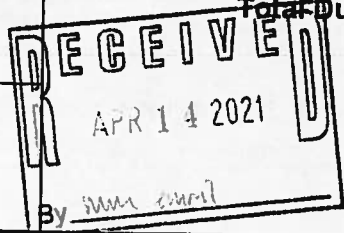
20 minute fireworks display to 5" shell size, requiring near 400 feet of safety distance.
 HPI will provide City permit app for filing, as well as USCG Regatta permit filing, if needed.
 HPI will provide crew and equipment for setup and firing of display.
 HPI will use best efforts on primary display date, but weather may cause a postponement to July 5th.
 HPI will provide boat transport from breakwater for crew, as well as equipment.
 MICC will provide ferry crossing passes for crew members and truck.
 MICC will provide accommodations for up to 8 people (4 rooms) for 2-3 nights (based on rain date usage).
 MICC will provide boat transportation from Bayfield for HazMat cargo.
 MICC will assist in coordination of fire and police for safety and notice of no boat traffic in harbor area.

THIS AGREEMENT is made and entered into the date signed on following page, by and between Hollywood Pyrotechnics, Inc., a Minnesota corporation, having its principle place of business at, 1567 Antler Point, Eagan, Minnesota, 55122, hereinafter mutually referred to as Seller, as named on the this Display Agreement.

Seller shall furnish to Buyer fireworks display(s), as per this Display Agreement accepted by the Buyer, including the services of the Sellers as Pyrotechnician to take charge of and fire the display.

Continued on next page

Fireworks Subtotal: \$11550
 Insurance Extension: \$1,600
 Permit Fee: \$
 Shoot Fee: \$1,600
 Haz-Mat Delivery: \$250
 Total Due: \$15,000



Proposed extra Bonus for 60 day prepay 5%
 Proposed extra Bonus for Multiple Year Agreement 15%
 FREE PRODUCT: \$2,310 extra fireworks free!

PAYMENT: 50% down, Balance on Display Date; 60 Days Prepay; 30 Days Prepay; Purchase Order # _____

OFFICE USE ONLY Sales Rep: Bennie Netzley O# _____ C# _____

Tax Exempt Certificate Received Order Form Signed Insurance Questionnaire Received
 Permit Received Full Payment Received S/P _____

DISPLAY AGREEMENT / INVOICE

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to furnish all necessary fireworks display materials, equipment and personnel for the fireworks display in accordance with the program agreed to by the parties.
2. The Buyer shall pay to the Seller, up to the full amount, by sixty (60) days prior to the display to be eligible for a 5% fireworks product bonus of the fireworks portion of the purchase, and thirty (30) days prior for a 3% fireworks product bonus of the fireworks portion of the purchase. Alternatively standard terms are 50% down, with the full amount due and payable the day of the fireworks display. The display is not fired until payment in full is made, or other arrangements confirmed.
3. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date as mentioned herein. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. Every attempt will be made by the Seller to accommodate the primary fireworks display date.

In the event that the Buyer does not wish to continue with the display, or cancels for any reason, the following cancellation schedule of fees is used. If cancelled 60 days or more in advance, 100% of money is refunded, minus any expenses for permits or other direct fees. If cancelled within 30 days or more, then a 20% cancellation fee is assessed. If cancelled within 5 days or more, then a 33% cancellation fee is assessed. If cancellation was within 2 days or greater, then a 50% cancellation fee is assessed, and if cancelled on the day of, or Seller is on site or in transit, a 75% cancellation fee is assessed.

4. Seller agrees to provide public liability and property damage insurance coverage, including spectator coverage in an amount not less than \$2,000,000 per occurrence, and providing that the insurer shall not terminate or materially modify such policy without written notice to the Buyer not less than two (2) weeks in advance of such proposed termination or modification. The Buyer will be named as an additional insured on the public liability insurance, if selected on the front of the invoice. In the event of a claim by Buyer, any applicable deductible shall be paid by the Buyer.
5. The Seller agrees to indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of fireworks purchased by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.
6. The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.
7. Buyer agrees to work with the Seller to provide the following, where necessary;
 - a. Sufficient area for the display, including a minimum spectator set back as determined by Seller.
 - b. Protection of the display area by barricading, roping off, or some similar facility.
 - c. Adequate security or Police protection to prevent non-qualified people from entering the display area.
8. Buyer agrees to comply with all local, state and federal laws and guidelines pertaining to the Sellers duties in performing this fireworks display.
9. It is further understood and agreed that nothing in this Display Agreement shall be construed or interpreted to mean a partnership between the Buyer and Seller. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.
10. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as above written.

Seller

Buyer

Hollywood Pyrotechnics, Inc.

Madeline Island Chamber of Commerce

By: *Benjamin Netzey*

By: _____

Name: **Bennie Netzey**

Name: _____

Date: **4-02-21**

Date: _____

Down Board Chair

Date

** Revised **

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

**Attachment "B" to 2021 Compensation Resolution
Town of LaPointe
Resolution #2020-1223**

RESOLVED by the Town Board of the Town of LaPointe, Ashland County, Wisconsin, and this change to Resolution #2020-1223 (*2021 Compensations*) has been passed and is attached to the resolution and becomes a part thereof.

<u>POSITION</u>	<u>2021 RATE</u>	<u>CHANGE</u>	<u>2021 RATE</u>
Park #2 *	\$16.50	-\$0.18	\$16.32
<i>* As per Town Board motion on 4/13/2021, effective 04/14/2021</i>			
Camp Host #2 **	\$16.32	-\$1.32	\$15.00
	+\$800.00 ferry		+\$800.00 ferry
<i>** As per Town Board motion on 4/13/2021, effective 05/14/2021</i>			
NEW Town Administrator (exempt position) ***NONE			\$65,000 annual salary
			& up to \$3,000 of moving expenses
<i>** As per 04/01/2021 signed agreement</i>			
Library Recreation Director I ****	NONE		\$18.00
Library Recreation Director II ****	NONE		\$20.00
Library Recreation Assistant ****	NONE		\$18.00
<i>**** As per the Madeline Island Library Board motion of 04/21/2021</i>			

Dated this _____ day of _____ 2021.

Attest:

Glenn Carlson, Chairman

Micaela Montagne, Town Clerk

Michael Anderson, Supervisor

Posted:

Aimée Baxter, Supervisor

Susan Brenna, Supervisor

John Carlson, Supervisor

DRAFT

DRAFT

RECEIVED

APR 23 2021

do

(5) TB, Lisa, Barb, Micaela.
+1
Public

TO: Town Board

FROM: Lisa Potswald

RE: Use of Personal Vehicles For Work or Volunteer-Related Activities

DATE: April 5, 2021

Attached you will find a draft policy for your consideration regarding employees and volunteers using their personal vehicles for work or volunteer-related Town activities. The Town's insurance company recommends that the Town have such a policy in place – this policy has been approved by the Town's insurance representative.

Once approved by the Town Board, I will work with Department Heads to secure staff/volunteer information and signatures. These forms will go into personnel/volunteer files.

Please let me know if you have any questions.

RECEIVED

APR 5 2021

Initial: dg



TOWN OF LA POINTE

USE OF PERSONAL VEHICLE FOR WORK OR VOLUNTEER-RELATED ACTIVITIES

Before being permitted to drive your personal vehicle on behalf of the Town of La Pointe, you are required to read and sign this policy. Whenever you are driving on behalf of the Town, either in your own vehicle or any vehicle the Town owns, the following policy and rules apply:

1. The Town hereby authorizes the Employee/Volunteer to use his or her personally owned vehicle on behalf of the Town with the following requirements:
 - a. A Driver of any vehicle must maintain an active and current license from the state in which they reside. In addition, the Driver may only operate vehicles of which they are legally licensed for and have received proper training in order to do so.
 - b. Keep the vehicle clean inside and out. The windshield also must be kept clean. The floor of the vehicle must be clean and free of obstructions.
 - c. The Driver and all passengers must wear seat belts.
 - d. Obey all traffic laws, maintain proper distance between cars, etc. Do not under any circumstances attempt to keep a specific time of arrival promise by breaking traffic laws, or by driving in an unsafe manner. If following posted limits will make you late, stop somewhere and phone the people you need to meet, or call the office and have someone there call them.
 - e. Drive defensively. There is no point in being "dead right".
 - f. Do not pick up hitchhikers or allow an unauthorized person to be a passenger in or to drive either the Town's vehicle or your own vehicle while being used on Town business.
2. The Employee/Volunteer understands that the Town places a great emphasis on safe operation of all vehicles, including any that are owned and operated by its volunteers and employees. Given this, the Employee/Volunteer understands and agrees that:
 - a. You will not allow any other person to be a passenger in the Employee/Volunteer owned vehicle while it is being used on behalf of the Town, unless such person is another Employee/Volunteer or other authorized person; and
 - b. You will allow no other person to operate the Employee/Volunteer's vehicle while it is being used on behalf of the Town, unless that other person is another Employee/Volunteer and is at least 18 years of age and possesses a valid Driver's license; and

c. You will not operate the vehicle, nor allow it to be operated by someone else, while the Employee/Volunteer or that other person is under the influence of alcohol or drugs; and,

d. You will not use or permit the use of the vehicle in a negligent or improper manner or in violation of any law or of this agreement.

3. The Employee/Volunteer understands that the Town does not furnish any insurance for the protection of the Employee/Volunteer if any claim or suit is made against the Employee/Volunteer arising out of his or her operation of a personally owned vehicle unless otherwise stated in this agreement; nor is any insurance provided by the Town to repair damage that may occur to the Employee/Volunteer's personally owned vehicle.
4. The Employee/Volunteer at all times will maintain automobile coverage equal to or greater than the limits recommended by your insurance agent.
5. The Employee/Volunteer agrees to indemnify the Town against all claims, losses, damages, and expenses, including legal fees, which the Town may incur as the result of the use of the Employee/Volunteer's vehicle on behalf of the Town.

Print Name _____

Date _____

Signature _____

License # _____

(5)TB, Lisa, Barb, Micaela, Public
+1

TO: Town Board

FROM: Lisa Potswald

RE: Transition Plan - DRAFT

DATE: April 7, 2021

Glenn Carlson, incoming Town Board Chair, and I have discussed a draft plan for a month's long orientation for the new Town Administrator. Below is a draft of what that might look like:

- Purchase new desk chair
- Cell phone/credit card

June 1 – June 4	June 7 – June 11	June 14 - June 18	June 21 – June 25	June 28 – July 2
Introduce to TH staff	Budget	Community mtgs*	Performance Evals with staff	
Go through TH operations with staff	Set up times to go to staff locations/mtgs	Dept Heads mtg		
Review what is on TA's plate (projects/priorities)	Contracts, leases, agreements	Committees/ Work Groups		
Instruct on computer, filing, what is where	Go through job description	Budget		
Town Board mtg prep and process/TA report	Policies and procedures			
Read WTA handbook	Budget			
Public Arts Committee mtg				

- Meetings with public:
 - MIFL
 - Chamber - Sharon
 - Nelson Construction
 - Ron Madich
 - Coffee Shop - Marie
 - Beach Club – Jay, Erin
 - Lori's Store – Rick/Lori
 - MIYC - Mary

RECEIVED

APR 7 2021

Initial: dg

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

===== TOWN OF LA POINTE =====
Resolution #2021-0427
ELECTED OFFICIALS SALARIES

The Powers of Town Meetings allow the Electors, under Wisconsin State Statute 60.32, "the town meeting shall establish the compensation for elective town offices". These actions for annual salary (paid monthly) compensation for the Town of LaPointe's elected officials are as follows. Town meeting dates when the compensation was passed are in ().

Town Board Chairman	\$ 650.00 month	(04/13/1993)
Town Board Supervisors	\$ 400.00 month	(04/13/1993)
Town Assessor	\$1,500.00 month	(04/11/2000)
<i>Motion passed at Annual Meeting to grant continuing authority to the Town Board to appoint an Assessor (04/11/2006)</i>		
Town Clerk	\$1,000.00 month	(12/09/1996)
	\$1,500.00 month	(04/09/2002)
	<i>-effective term beginning 4/8/03</i>	
	\$1,700.00 month	(04/14/2009)
	<i>-effective term beginning 04/2011</i>	
	\$1,870.00 month	(04/20/2021)
	<i>-effective term beginning 04/2023</i>	
Town Treasurer	\$ 575.00 month	(05/28/1992)
	\$ 825.00 month	(04/09/2002)
	<i>-effective term beginning 4/8/03</i>	
	\$ 907.50 month	(04/20/2021)
	<i>-effective term beginning 04/2023</i>	

Dated this 27th day of April 2021.

Attest:

Glenn Carlson, Chairman

Micaela Montage, Town Clerk

Michael Anderson, Supervisor

Posted:

Aimee' Baxter, Supervisor

Susan Brenna, Supervisor

John Carlson, Supervisor

This resolution is simply an affirmation of Town Elector Motions.

RECEIVED

APR 20 2021

Initial: dg

TB Lisa, Barb, Micaela
Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY APRIL 13, 2021
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present via Teleconference: Chair Jim Patterson, Supervisor Michael Anderson, Supervisor Sue Brenna, Supervisor Glenn Carlson, Supervisor John Carlson
Staff Present: Public Works Director Ben Schram (phone), Roads Crew Evan R. Erickson (phone), Recycling Specialist Joe Abhold (phone), Elected Clerk Micaela Montagne
Public Present: Evan J. Erickson, Charley Brummer, Paul Brummer
Called to Order: 5:30pm

I. Public Comment A*: Mike Starck submitted a comment that he thinks the Annual Town Meeting should be held at the Bell Street. Other comments regarding this followed, but Town Hall will remain the venue.

II. Town Administrator's Report: The grant for the Passenger Shelter has been extended until June 30, 2021. Report prepared by Lisa Potswald dated 4/9/2021 placed on file by Unanimous Consent.

Motion to move agenda item V. L. to now, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

V. Town Hall Administration

L. Clarification of Land Swap with Evan J. Erickson; Parcel Numbers 014-00198-0202, 014-00198-0203, 014-00198-0204, and 014-00199-0000: the draft of the resolution for the land swap needs to be modified that it is not an easement the town is gaining, but property. Clerk Montagne to update and send to Attorney for approval.

Motion to return to the agenda, item III. G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

III. Public Works

A. Public Work Director's Report: Ben Schram added that at least five culverts will be replaced this summer. Discussion on how parks fees and MRF revenue are up this year. Report prepared and presented by Ben Schram for March 2021 placed on file by Unanimous Consent.

B. Roads, Dock and Harbor

1. Schedule a Public Hearing for Big Arns Road and Brians Road Special Assessment: Motion to schedule the Public Hearing on June 15, 2021 at 5:00pm, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Parks

1. Hire Camp Host #1: Motion to hire Rand Moore at \$16.32/ hour up to 850 hours starting 5/14/2021 until 10/11/2021, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

2. Hire Camp Host #2: Motion to hire Irvin Snyder at \$15.00/ hour up to 600 hours starting 5/14/2021 to 9/9/2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

3. Hire Campground Assistant: Motion to hire Fern Langenberger at \$13.26/ hour up to 800 hours from 5/14/2021 to 10/11/2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

4. Hire Parks #1: Motion to hire Dick Hardie at \$18.36/hour up to 940 hours from 5/3/2021 to 10/11/2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

5. Hire Parks #2: Motion to hire Ciara Wiggins at \$16.32/hour up to 1140 hours from 4/14/2021 to 10/15/2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

6. Repost for Parks #3 Position: Motion to repost, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

D. Materials Recovery Facility (MRF): Evan R. Erickson and Joe Abhold on the phone to share information about the new roll off truck purchased in Missouri.

E. Airport

1. Airport Manager's Report & Checklist: Report prepared by Paul Wilharm for March 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: Not at this time.

2. Appointment of Two Town Plan Commission Members to Term Ending 4/30/24: Motion to appoint Suellen Soucek and Mike Starck to the TPC for terms ending 4/30/2024 as recommended by the Town Plan Commission, G. Carlson/ M. Anderson, 5 ayes, Motion Carried.

3. Appointment of Town Plan Commission Chair: Chair Jim Patterson appoints Suellen Soucek as TPC Chair as recommended by the Town Plan Commission. Motion to confirm the appointment, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

4. Certified Survey Map Stephen and Jenny Collins, Owners -Parcel #014-00116-0400 – A Parcel of Land located in Govt. Lots 1 and 2 and the SE ¼ SE ¼ Sec. 20 T50N R3W: Motion to approve the CSM as presented (approved by the Town Plan Commission and meets all Zoning requirements), M. Anderson/ G. Carlson, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Budget Summary Report: Motion to approve the budget report for March 2021 dated 4/12/2021 as presented, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

B. Grant Updates: None.

C. Face Coverings Ordinance #2020-01: Consensus to just do whatever Ashland County Health Department recommends unless there are new developments.

D. Post Office Operation Concerns: Motion to approve and sign the letters to go to legislators, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Attachment 'A' to 2021 Compensation Resolution #2020-1223: Motion to approve as presented, G. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

F. Use of Personal Vehicle for Work Related Activities Policy: Motion to table, considering this a first read, S. Brenna/ G. Carlson, 5 Ayes, Motion Carried.

G. Contract with On the Rock Roofing for Town Hall Floor Replacement: Motion to approve the contract for \$20,500 and have the Town Chair sign, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

H. Compensation in Lieu of Health Insurance Benefits: Motion to table, maybe as a workshop topic, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

I. Department of Natural Resources Waterway Marker Mooring Application from David

Kretzschmar for 3348 Stockton Rd: Motion to approve for J. Patterson to sign, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

J. Contract for Services with La Pointe Construction for Electrical through 12/31/2022: Motion to approve the contract for electrical work at \$80/ hour, J. Carlson/ G. Carlson, 5 Ayes, Motion Carried.

K. Town Administrator Transition Plan: Motion to table, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.

VI. Alternative Claims: Motion to approve the Alternative Claims for March 2021 in the amounts of \$323,814.39, \$129,034.23, and \$1,049.02 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Treasurer's Report: Motion to approve the Treasurer's Cash Summary Report showing a total of \$2,672,538.98 and a total available in checking of \$1,446,126.59, G. Carlson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Regular Town Board Meeting March 23, 2021: One correction, spelling of C. Shemke should be Shimke. Motion to approve as corrected, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Special Town Board Meeting March 27, 2021: Motion to approve minutes as submitted, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

C. Special Town Board Meeting March 30, 2021: Motion to approve minutes as submitted, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

D. Special Town Board Meeting April 1, 2021: Motion to approve minutes as submitted, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

E. Special Town Board Meeting April 7, 2021: Motion to approve minutes as submitted, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

IX. Police Department

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

X. Emergency Services

A. Fire Chief's Report: Report prepared by Rick Reichkitzer for March 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building (ESB): Nothing.

C. Certificate of Substantial Completion for ESB with Five Star Electric for Electrical: J. Carlson mentioned that floor outlets were not installed in the training room and is wondering why.

D. Certificate of Substantial Completion with Brown Plumbing and HVAC for Plumbing

E. Certificate of Substantial Completion with Brown Plumbing and HVAC for HVAC

F. Certificate of Substantial Completion with Berghammer Builders for General Construction

Motion to approve the four Certificates of Substantial Completion listed (Five Star Electric for Electrical, Brown Plumbing and HVAC for Plumbing, Brown Plumbing and HVAC

for HVAC, and Berghammer Builders for General Construction) and have the Town Chair sign, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

XI. Public Comment B:** Paul Brummer wanted to know how much the new roll off truck was (just under \$50,000) and commented on if the culverts that need replacing are in blacktop to properly patch, and that the missing outlets in the ESB should be on the as built. Charley Brummer commented that though park revenues are up, expenses go up to, and he also commented that he was hoping to see a cost comparison for self-hauling, and he left an article from the Washington Island Observer for the Town Board.

XII. Liquor & Operators' Licenses

A. "Class A" Liquor License

1. Island Market Inc., Serena Gelinis Agent (Six Month License 5/15/21-10/31/21): Motion to approve the "Class A" license, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

XIII. Lawsuits & Legal Issues

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

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

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

XIV. New Agenda Items for Future Meetings: tabled items (personal vehicle use policy, compensation in lieu of health benefits, Town Administrator transition plan, and possibly the face covering ordinance)

The Town Board thanked Jim Patterson for his many years of selfless service, fairness, and occasional forgetfulness. This is Jim's last regular meeting.

XV. Adjourn: Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:48pm.

Submitted by Micaela Montagne, Town Clerk.

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

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Big Water Apparatus LLC (the "Contractor").

RECITALS

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

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

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

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

Annual maintenance and repairs of emergency operations vehicles and equipment, including but not limited to Fire Department, Ambulance Service and Police Department

Such services will be provided at:

EMS Building located at 320 Big Bay Road
Other locations as requested/necessary

2. **Payment.** In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor the rates in Exhibit A as attached 30 days upon invoice.

The total amount payable by the Town to the Contractor for services under this contract shall, in no event, exceed \$ 50,000 excluding parts.

3. **Dates of Service.** The services provided for herein shall be provided between January 1, 2021 and December 31, 2022.

4. **Reimbursement for Expenses.** The Contractor shall bear most of the costs and expenses under the terms of this Contract. However, in addition to the aforesaid payment for services, the Town will also reimburse the Contractor for the following actual, reasonable out-of-pocket expenses incurred in connection with performing this Contract:

Actual cost of parts and equipment upon invoice

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

RECEIVED

APR 23 2021

Initial: dg

5. **Specifications.** The specifications for the services to be provided by the Contractor to the Town are incorporated herein by reference as a part of this Contract.

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

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

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

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

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

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

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

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

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

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

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice thereof to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.

14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.

15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.

16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

17. **Binding Contract.** Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

18. **Notice.** Any notice to either party under this contract shall be in writing and be served either personally or by registered or certified mail addressed as follows:

To the Town:

Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townofapointewi.gov

To the Contractor:

Steve Adamski
Big Water Apparatus LLC
2703 County Highway A
Ashland, WI 54806
bigwaterllc@centurytel.net

IN WITNESS WHEREOF, the undersigned have executed this agreement this ____ day of _____, 20____.

The Town of La Pointe (the Town)

Signature: _____

Printed Name: _____

Title: _____

Full Legal Name of Contractor (the Contractor)

Signature: *Stephen Adamski*

Printed Name: STEPHEN ADAMSKI

Title: PRESIDENT 4-11-2021

EXHIBIT A

Independent Contractor Agreement

This Agreement is made between Town of La Pointe ("Client") with a principal place of business at 240 Big Bay Road La Pointe, Wisconsin 54850 and Big Water Fire Apparatus LLC (hereinafter "Contractor"), with a principal place of business at 2703 County Highway A, Ashland, WI 54806.

1. Services to Be Performed

Contractor agrees to perform the following services:

Annual Preventive Maintenance, Repairs, and Custom Fabrication of Emergency Vehicles and equipment, including but not limited to, Fire Department, Ambulance Service, and Police Department.

OR

___ Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement. (check if applicable)

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: \$ 125.00 per Hour Labor Rate

Summer Travel Rate: \$ 65.00 per Hour plus

Round Trip Ferry Fees Charged to Town

Winter Ice Road Travel Rate: \$ 1.25 per Mile

A Service Fee applies for Drafting a Proposal for your Consideration. This shall be done at the rate of \$ 75.00 per Hour. If Contractor is awarded the Proposal, the Service Fee will be deducted from the Final Invoice Request. Contractor shall be paid within 30 days from the date the Final Invoice Request is submitted to Client. Contractor's Collection Policy is attached hereto as Exhibit B. Credit Card Payments are accepted with a 4.25% Service and Handling Fee.

The Final Invoice Request shall include the following: Description of Repair, a Final Invoice Request number, dates, work hours, final parts, and service costs. Client shall provide a Tax Exemption Certificate if applicable. Scheduled or Proposal Repairs requires an 90 %/10% split payment structure. 90 % prior to taking delivery for the repairs and 10 % once the repairs are completed plus any Upcharges. Upcharges include, but not limited to, Work Order Changes, additional parts, additional labor, extra travel, and shipping charges not included in the original proposed and expenses.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement except mileage for Travel.

OR

Client shall reimburse contractor for the following expenses that are attributable directly to work performed under this Agreement.

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within **30** days after receipt of Final Invoice Request.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an Independent Contractor, and neither Contractor nor Contractor's employees or Outside Vendors are, or shall be deemed, Client's employees. In its capacity as an Independent Contractor, Contractor agrees and represents, and Client agrees, as follows:

Contractor has the right to perform other Services, and Emergency Calls for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors, outside vendors or to use employees to provide the services required by this Agreement.

The services required by this Agreement shall be performed by Contractor, Contractor's employees, or Outside Vendors, and Client shall not hire, supervise, or pay any assistants to help Contractor.

Neither Contractor nor Contractor's employees or Outside Vendors shall be required by Client to devote full time to the performance of the services required by this Agreement. Client agrees to allow Contractor to Test Drive, Operational Test and/or Visually Inspect equipment.

Fire Pump Testing and Recertification is a Destructive Test. Contractor cannot be held responsible or liable for Damages if Fire Pump or accessories fail during testing.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor, Contractor's employees and Outside Vendors will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or Outside Vendors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or Outside Vendors. Contractor will not be entitled to these benefits from Client in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance upon request.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or Outside Vendors. Contractor shall carry the insurance set forth in Exhibit C, and shall maintain it during the entire term of this Agreement:

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- Date of Service: January 1, 2021 thru December 31, 2022
- the date Contractor completes the services required by this Agreement
- OR
- the date a party terminates the Agreement as provided below.

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- OR
- Either party may terminate this Agreement at any time by giving **10 days'** written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties. If a Work Order Change does arise, the Client at their earliest convenience will need to make a decision to move forward or not. A maximum timeline of 24 hours will be given to make a decision on the repair. If 24 hours passes and no decision has been received from the Client, a \$75.00 per day Fee will be applied until the Contractor receives Work Order change confirmation or the equipment scheduled for repair is picked up. The Client agrees an Initial Verbal Work Order Change approval will be binding and will be followed up with a Written Request as time permits by Contractor. The Client agrees to provide the Contractor a contact person and contact information (cell phone, landline, and email address) of the authorized work order change contact person.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon Mediator in Ashland County, Wisconsin. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through Mediation, the parties agree to submit the dispute to a mutually agreed-upon Arbitrator in Ashland County, Wisconsin. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction to do so. Costs of Arbitration, including attorney fees, will be allocated by the Arbitrator.

18. Applicable Law

This Agreement will be governed by the laws of the State of Wisconsin.

Signatures

Client/Owner: _____
Printed Name

Signature

Date

Contractor: Stephen Adamski DBA Big Water Fire Apparatus LLC
Printed Name
Stephen Adamski
Signature
4-11-2021
Date