

#### TOWN OF LA POINTE

PO Box 270 LA POINTE, WISCONSIN 54850TOW 715-747-6913

#### **Purchase Order Form**

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Date of Request 11/12/34 Is th	is Expenditure Currently in the Budget? Y N 1549
Requester's Name Exon Robert Esichen If no	ot, where will funds come from? $\frac{53635-333}{53.649-399-1033.26}$
Budget Line Item # <u>53 635-230</u> Curr	
Project Name MRF V/Ell Pump Replace	Date Needed 11/12/261
Purpose/Comments: in RF hor no water	There was holes in the pipe
and pump needed to be n	zpocet
Amount Estimate 2562, 20 Che	cked State Purchasing Y N
Date Town Board approved: SDS	Needed? Y N
Purchasing policy recommends attaching 3 vendor quotes/esti	mates.
Recommended vendor: Melin Well Dolling	2 Amount \$ 2582, 20
Vendor #2	·
Vendor #3	Amount \$
Why did you pick this vendor? They where	already Coming to the Island
Chairperson	Date
Supervisor 2	Date
Supervisor 3	Date
Supervisor 4	Date
Supervisor 5	Date
Publishing/posting Needed? YES NO If yes, date(s)	)
Actual Cost Act	ual Purchase Date
Revised 4/17/24	



#### Melin Well Drilling & Pump Service

1318 MacArthur Ave. Ashland, WI 54806 715.682.6**510** 

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(715) 747 - 2051				
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(5) TB. TA. H, CIERK, POBOR

#### SPECIAL LIBRARY BOARD MEETING

#### Thursday November 7, 2024 2:00 PM 2<sup>nd</sup> Floor Library and Zoom Minutes

Members present:

Keith Ryskoski (President), Peggy Ross, Marilyn Hartig and Paula Wurst

Members absent:

Mary Whittaker, Mike Peterson and Kerrey Andreas

Staff present:

Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith.

#### I. Public Comment - none

#### II. Financials

#### A. Review and Approve Xerox Printer Purchase Order

Lauren explained this will be an upgrade from our current tabletop model. Lauren believes we can exchange our unused toner from the old machine. Lauren will also check into disposal/recycling of the old copier.

Motion by Peggy to approve the Xerox Printer Purchase Order, seconded by Marilyn, all ayes. Motion Carried.

**B.** Review and Approve RFP submission for the Lower Library Roof One bid was received from On the Rock Roofing for \$28,350 which is \$3,350 over what was budgeted in the original CIP. Discussion about it maybe being lower if they don't use the lift for as many days as estimated. Lauren would like to have a contract available for approval at the regular November meeting.

Motion by Paula to approve the bid from On the Rock Roofing for \$28,350 for lower roof repair, seconded by Peggy, all ayes. Motion Carried.

#### C. Approve Vouchers

V2 Music piano tuning

\$140.00

**MEI** 

\$6,382.47

Motion by Peggy to approve vouchers as submitted, seconded by Marilyn, all ayes. Motion Carried.

#### III. Adjourn

Motion by Peggy to adjourn, seconded by Paula, all ayes. Motion Carried. Meeting adjourned at 5:17 pm.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant. Minutes approved as presented 11/19/24. D. Goetsch, Clerical Assistant

(5) TB, TA, A, Clerk, POBOD

## Town of La Pointe Affordable Housing Advisory Committee Wednesday October 9, 2024 10:00 am Town Hall/Zoom Minutes

Members present:

Katie Sanders (Chair), Charlie Bertel, Mark Pass, John Nielsen, Samantha

Dobson and Jim Peters

Members absent:

Jane Vogt and Jackie Noha

#### 1. Call to Order/Roll Call

Meeting called to order by Katie at 10am.

#### 2. Public Comment - none

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

#### A. August 14, 2024

Motion by Charlie to approve the minutes as presented, seconded by Mark, all ayes. Motion Carried.

#### 4. Updates

#### A. Welcome new members: John, Jackie & Sam

Katie welcomed our new members.

#### B. Charlie Bertel - CheqBUILT Community Land Trust

Charlie reported the project is moving ahead slowly. They will be interviewing for an executive director next week with hopes to have someone start in December. They have not secured any funding except a grant to pay the director for one year. Charlie did notify the building committee of the property on Big Bay Road.

#### C. Bertel/Pass - Big Bay update

Charlie asked for consensus from the committee to have a local architect draw up preliminary set of plans for 1 and 2 bedroom 4-plex rental properties on the Big Bay parcel. Consensus given.

Sam asked about zoning, and Charlie said this parcel would need to be re-zoned to R-3 if this were to go forward.

#### D. Mark Pass - Lagom Modular update

Mark spoke with the owner of Lagom Modular. He is not sure if he can build in WI but said he would be an information resource for us.

Some discussion on other modular home builders that were found.

#### E. Discussion on committee direction

#### 1. Previous public comment

Katie responded to a public comment sent to the Town Board from Becca Olander-Quamme on 9/6 regarding affordable housing.

Lengthy discussion of the obstacles people with lower/irregular income have in getting started in building a home. Sam would like to look into creating an avenue for folks who have land but no access to loans. Katie suggested Sam connect with Jane on the programs Habitat has available.

#### 2. Bylaws for rental assistance fund

#### F. Jane - Ashland Housing update

Katie reported that Ashland County Housing Authority may be looking to sell their properties and land on the island due to the difficulty in maintaining them.

#### 5. Recommendations to Town Board – none

Motion by John to support the Island Collaborative in affordable housing, seconded by Charlie, all ayes. Motion Carried.

Jim wanted to make sure that this motion does not include this committee raising capital funds that Sam spoke of earlier.

#### 6. Public Comment - none

#### 7. Set Next Meeting Agenda and Date

Next meeting scheduled for Thursday 11/14/24 at 5pm

#### 8. Adjourn

Motion by John to adjourn, seconded by Jim, all ayes. Motion Carried

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant Minutes approved as presented 11/14/24. D. Goetsch, Clerical Assistant

# Island Collaborative Committee SIGN UP SHEET

#### **MEMBERS NEEDED**

Committee Members will serve as liaisons to community membership, facilitating and connecting community members to interested parties and individuals to execute projects that align with the Town Comprehensive Plan.

1.	
Name	Contact Information (Phone/Email)
2.	
Name 3.	Contact Information (Phone/Email)
Name	Contact Information (Phone/Email)
4.	
Name	Contact Information (Phone/Email)
5.	
Name	Contact Information (Phone/Email)
<u>6</u> .	
Name	 Contact Information (Phone/Email)
7.	 
Name	Contact Information (Phone/Email)

#### INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

**THIS AGREEMENT**, made and entered into this **26** day of **November**, **2024** by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the Lessor, and

Evan J Erickson; PO Box 400, La Pointe, WI 54850; 715-747-6565; evanjerickson@yahoo.com hereinafter referred to as the Lessee.

#### WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial District located at 795 Airport Drive in the Town of La Pointe, Ashland County, Wisconsin;

WHEREAS, Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for uses permitted in the LI-1 District of the Town of La Pointe Zoning Ordinance;

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

**NOW, THEREFORE,** in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term stated in Section 1.

- 1. **TERM. Lot # 9**. The term of this lease shall be for a maximum period of ten (10) years, commencing on **January 1, 2025** and ending on **December 31, 2034**. If not renewing the lease, Lessee can request an extension of the current lease of up to 120 days from the end of lease if the request is made prior to the termination date. If Lessee requests an extension, Lessee shall pay fifty percent (50%) of the rental charge stated in Section 2. Either party may terminate this Agreement for any reason upon six (6) months' written notice to the other party.
- 2. RATE. The Lessee agrees to pay the rental charge per lot for the leased premises, as per the applicable year's Town of La Pointe Schedule of Fees, payable to the Lessor at its Town Hall, at the time of the lease execution and no later than March 1 of each year thereafter. It is understood and agreed that the rental charge shall increase annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received 30 days or later after the due date.
- 3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial District.

  Despite the lack of any such obligation, the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
- B. The Lessor will provide the site; the site is leased "as is." Proper drainage is a problem at the Light Industrial District and the Lessor makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- C. Location of buried utilities is the responsibility of the Lessee.
- D. All metered service charges are the responsibility of the Lessee.
- E. The Lessor reserves the right to approve the style, color, and size of any structures erected on the premise. New structures will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
- F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Public Works Director. Lessee will obtain all necessary permits.
- G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed, in consideration of the agreements herein contained, at the expiration or termination of this lease agreement, unless the Lessor provides written permission to the contrary, Lessee shall remove buildings and any equipment, structures, attachments and debris hereto from Lessor's property. Lessee shall remove items within thirty (30) days of the end of the lease. Lessee shall restore Lessor's property to its original condition.
- 4. **ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part, nor sublet the premises or any part thereof, without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

#### 5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin, and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessor may make changes in the rules but shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective. Within thirty (30) days of the effective date of any rules change, the Lessee may terminate the lease if a change negates the ability of the Lessee to utilize the premises as intended. Upon such voluntary termination, the Lessee shall vacate the premises under the terms of Section 11A.

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

#### 7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.
- B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
- C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

8. LIABILITY. Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

#### 9. MAINTENANCE AND PROTECTION

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warrantees as to the effectiveness of such protection.
- B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine that the premises requires upkeep under terms of the Zoning Ordinance (Town of La Pointe), the Lessor may request that the area be surrounded by a fence, wall or other adequate screening to shield said area from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures or items owned by the Lessee, the Lessee shall promptly repair, replace, or remove damaged items and restore the leased area. The Lessor may grant an extension of time if, at the Lessor's sole discretion, such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the operational areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If development of the airport requires the relocation of the Lessee, the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no additional cost to the Lessee.
- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.
- I. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

#### 10. DEFAULT.

A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove all structures, appurtenances, and items thereto belonging to the Lessee, or the property shall be considered abandoned. During the thirty (30) days allowed Lessee to

- remove items at either the normal end or termination of the lease, the Lessee will continue to pay prorated rent.
- B. If the Lessee shall leave any property on the premises for more than thirty (30) days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary. This is in addition to any other remedy Lessor has available under Wisconsin law.
- D. Lessee shall be responsible for any and all costs the Lessor incurs in acquiring and disposing of items of the Lessee's property that remain on the leased premises.
- 11. LEASE EXPIRATION. In consideration of the agreements contained herein, at the expiration of this lease agreement, on or before **December 31, 2034**, Lessee at his/her option shall elect either of the following:
  - A. To remove any structures and property hereto from the leased lot. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of structures and property, and restoration of the lot, shall occur within sixty (60) days, during which time the Lessee shall continue to pay prorated rent.
  - B. To request a new lease agreement for an additional period of up to ten (10) years on substantially similar terms for rental of the lot.
- **12. SUBORDINATION.** This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.

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

Evan J Erickson, Lessee	Town of La Pointe, Lessor	
By:	_By:	
	Town Chairperson	
Date:	Date:	
	Attest:	
	Town Clerk	

(5) TB, TA, A, Clerk, POBOC

#### REGULAR LIBRARY BOARD MEETING

#### Tuesday October 15, 2024 5:00 PM Meeting Zoom Minutes

Members present:

Keith Ryskoski (President), Marilyn Hartig, Mary Whittaker, Peggy Ross,

Paula Wurst, Mike Peterson and Kerrey Andreas

Staff present:

Lauren Schuppe, Library Director

The Madeline Island Library Board meeting was called to order by Keith.

#### I. Public Comment - none

#### II. Minutes

A. Regular Library Board Meeting September 17, 2024

B. Special Library Board Meeting October 3, 2024

Motion by Mary to approve the above minutes as presented, seconded by Marilyn, all ayes. Motion Carried.

#### III. Directors Report

- Lauren in planning for year end purchasing after she gets current budget balances.
- The annual Library Halloween Party will be similar to last year in the Bell Street parking lot for trunk or treating and snacks.
- The library staff is starting again to look at the basement for a teen drop in space.
- Lauren is still trying to get the needed elevator repairs done before the end of the year. She has now reached out to a manager to see if they can help with scheduling.
- The library's first round of budget discussions has been moved to Wed. 10/23. A special meeting will be needed before the regular November meeting to discuss further and to review the roof RFP bids.
- Still working on a Xerox printer selection and contemplating a large format color option.

#### IV. Financials

#### A. Sign Directors Timesheet

Timesheet submitted for weeks ending 9/14/24 and 9/28/24.

Motion by Peggy to approve signing director's timesheets as presented, seconded by Kerrey, all ayes. Motion Carried.

#### **B.** Approve Bills

Elan Financial Services	\$ 253.88
Bayfield Lumber	60.09
Madeline Sanitary District	102.00
New York Times	48.00

Motion by Peggy to approve paying bills as presented, seconded by Kerrey, all ayes. Motion Carried.

#### C. Budget Timeline

#### 1. Review Designated Fund Reports and 2025 Budget

Lauren went over the designated fund report she received from Accounting. Once the details for revenue and expenses have been received and reviewed, she will have a better handle on the planned year end spending. Once Lauren has Workhorse (Town's accounting software) set up on her computer, she should be able to produce these reports herself.

#### V. Ongoing Projects

#### A. Update on Roof RFP

Lauren reported that Alex Smith, Town Clerk has posted and published the RFP with the bid opening set for 10/28/24 where the bids will be reviewed, awarded and a contract approved.

#### VI. Future Agenda Items

Roof, budget, 2025 sound garden/art purchase award and designated fund transfers

Discussion on year-end fundraising letter that goes out in November.

#### Adjourn:

Motion by Mary to adjourn, seconded by Paula, all ayes. Motion Carried.

Minutes taken from recording and submitted by Dorgene Goetsch, Clerical Assistant. Minutes approved as presented 11/19/24. D. Goetsch, Clerical

(5) TB, TA, A, Clerk, PUBLIS

#### **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 within 30 days upon invoice.

The total amount payable by the Town to the Contractor for services under this Contract shall, in no event, exceed \$33,000 in the calendar year, unless authorized in advance by the Town Board. This limit excludes parts and equipment, for which the Town shall pay upon proper statement or invoice, as specified in Section 4.

- **3**. **Dates of Service.** The services provided for herein shall be provided between January 1, 2025, and December 31, 2025.
- **4. Reimbursement for Expenses.** The Contractor shall, prior to reimbursement, provide the Town with a supporting receipt and/or invoice for each reimbursement sought. The Town shall pay for services at the rates defined in Exhibit A, and shall pay the actual documented cost of parts and equipment. To expedite repairs, upon the Contractor submitting an itemized statement or invoice, the Town may pay in advance for equipment, supplies, shipping, and related expenses.

The Contractor shall bear all other costs and expenses under the terms of this Contract.

- **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 selfemployment income tax return with the IRS reflecting its status.
  - c) Control the means of performing this Contract.
  - d) Incur the main expenses related to the services provided under this Contract.
  - e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
  - f) Receive the compensation provided for herein on the basis provided for herein.
  - g) Realize a profit or suffer a loss under this Contract, depending on how the Contractor performs.
  - h) Have continuing reoccurring business liabilities and obligations.
  - 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:	To the Contractor:
Administrator	Stev <u>e</u> Adamski
Town of La Pointe	Big Water Apparatus LLC
PO Box 270	2703 County Highway A
La Pointe, WI. 54850	Ashland, WI 54806
administrator@townoflapointewi.gov	bigwaterllc@centurytel.net
715-747-6914	715-292-0499
<b>IN WITNESS WHEREOF,</b> the undersigned have ex	ecuted this agreement thisday of
20	
The Town of La Pointe (the Town)	
Signature:	
Drintod Nome.	
Printed Name:	
Title:	
nue.	
Full Legal Name of Contractor (the Contractor)	
Signature:	
Printed Name:	

Title:

#### **EXHIBIT A**

#### Big Water Rates for 2025:

- \$150.00/hour
- Summer travel (Ferry): \$85/hour plus Ferry Fees
- Ice Road: \$1.50/mile



Treasurer's Cash Summary October 31, 2024

		Balance	Deposits		With-	Interest	Bank	F	Transfers		End
		Forward			Drawals		Charges			ļ	Balance
General Checking	€9	1,637,610.78	\$ 126,776.30	<del>69</del>	(457,550.10) \$ 1,045.53	\$ 1,045.53		<del>\$</del>	11,000.00 \$	€	1,318,882.51
Sect. 125 Flex Account	↔	13,668.24		↔	(863.09)					€9	12,805.15
Tax Collection Account	₩	11,054.94				\$ 27.26		<del>⇔</del>	\$ (11,000.00)	↔	82.20
MIFL Public Utility	↔	1,180,165.39	\$ 543,163.48	↔	543,163.48 \$ (357,659.17)		\$ (161.81)			₩	1,365,507.89
Library Savings		\$4,002.90				\$ 0.20					\$4,003.10
Airport Savings		\$785.24				\$ 0.04					\$785.28
Totals	€9	2,847,287.49	\$ 669,939.78	€9	669,939.78 \$ (816,072.36) \$ 1,073.03 \$ (161.81) \$	\$ 1,073.03	\$ (161.81)	€	•	49	2,702,066.13

ation	Checking Account	Tax Transfer \$ -	Deposits	Checks	ouchers	Total Avail.	
<b>Bank Reconciliation</b>	2,725,146.89 Checking Account			(23,080.76)	2,702,066.13 Vouchers		
	↔			€9	€9		
	Reported Bank Balance	Deposits in Transit	Subtotal	Less Outstanding Checks	Checkbook Balance		

n/a	n/a	n/a	n/a	n/a	
General Funds	Tax Account	Section 125	Library Savings	Airport Savings	TOTAL
				T	

Accounting Program Totals:

Treasurer's Report \$ 2,702,066.13

Variance \$ -

Submitted by MAP 11/21/2024

\$ 2,702,066.13 \$

Reported Bank Balance Variance

#### October 2024 All Alternative Claims Summary:

Total of All Alternative Claims:	\$186,693.07
Library Board Approved Claims	\$463.97
Regular Alternative Claims	\$186,229.10

#### Oct 2024

Date	Payable to Who	Check #	Amount	Description
10/1/2024	Xcel Energy	#A442E	279.50	Street Lights
10/2/2024	WISCTF	83630	140.50	PR#19 2024 Garnishments
10/2/2024	Wisconsin Retirement System	#311967	18,545.31	August Retirement 2024
10/4/2024	Elan Financial Services (WJD)	#C011AA6D794	491.54	September Statement 2024
10/4/2024	Elan Financial Services (BTS)	#C0FD37AA7B	2,851.64	September Statement 2024
10/4/2024	Elan Financial Services (KW)	#C18BFEEAAC	121.00	September Statement 2024
10/4/2024	Elan Financial Services (PAW)	#C70614B327	266.67	September Statement 2024
10/4/2024	Elan Financial Services (TWE)	#CEFFD46AFB	140.11	September Statement 2024
10/4/2024	Elan Financial Services (MGK)	#CF1BFE1B99	614.77	September Statement 2024
10/5/2024	Xcel Energy	#1A3D9	2,335.48	Services 8/7-9/5 2024
10/7/2024	EMC Insurance Company	#071020009	2,019.00	Workers Comp Final Payment 2024
10/7/2024	Elan Financial Services (PAW)	#C70614B327	49.95	September Statement - missed amount
10/8/2024	WISCTF	83667	140.50	PR#20 Garnishments
10/3/2024	Wicsonsin Retirement System (WRS)	#312301	11,980.06	October Retirement 2024
10/3/2024	Department of the Treasury	#44136832	10,754.54	PR#20 FIT 2024
10/3/2024	Wisconsin Department of Revenue	#0231199584	2,092.19	PR#20 SIT 2024
10/3/2024	Empower/Deferred Comp	#1228229074	100.00	PR#20 Deferred Comp 2024
10/22/2024	Xcel Energy	#1E5EC	15.45	Greenwood Cemetery 9/5-10/6 Services
10/22/2024	Xcel Energy	#81355	279.27	Street Lights 9/3-10/2 Services
10/17/2024	Department of Employee Trust Funds	#11906668	9,848.40	November Health
10/17/2024	Department of the Treasury	#80569205	8,253.49	PR#21 FiT
10/17/2024	Wisconsin Department of Revenue	#416840-03	1,700.34	PR#21 SIT
10/17/2024	Empower/Deferred Comp	#1321658143	100.00	PR#21 Deferred Comp
10/31/2024	Wisconsin Department of Revenue	#10312024	1,690.37	PR#22 2024 SIT
10/31/2024	Department of the Treasury	#72669915	8,500.40	PR#22 2024 FIT
10/31/2024	Empower/Deferred Comp	#1235619999	100.00	PR#22 2024 Deferred Comp
		TOTAL	\$74,810.08	

0/3/2024	Payroll Batch ACH Direct Deposit	#2458455791	35,345.97	PR#20 2024	
10/3/2024	Flockhart, John D	83627	484.21	PR#20 2024	
10/3/2024	Ralph, Evan	83628	1,675.36	PR#20 2024	
10/3/2024	Wiltz, Joseph	83629	1,762.63	PR#20 2024	
	TOTAL PAYRO	LL #20	\$39,268.17		
0/17/2024	Payroll Batch ACH Direct Deposit	#1387118695	30,781.65	PR#21 2024	
	Brummer, Charles	83668	171.88	PR#21 2024	
	Brummer, Paul	83669	125.71	PR#21 2024	
0/17/2024	Whitaker, Alan Dale	83670	46.17	PR#21 2024	
	TOTAL PAYRO	LL #21	\$31,125.41		
10/31/2024	Payroll Batch ACH Direct Deposit	#4268547971	29,974.06	PR#22 2024	
	Ralph, Evan	83695	1,365.23	PR#22 2024	
	Wiltz, Joseph	83696	1,085.75	PR#22 2024	
	TOTAL PAYRO	DLL #22	\$32,425.04		

#### **ALTERNATIVE CLAIMS 2024**

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	OCTOBER 2024 TOTAL:	\$186,229.10

#### **ALTERNATIVE CLAIMS 2024**

#### October 2024

#### **MI** Library

Date	Payable to Who	Check #	Amount	Description		
10/16/2024	Bayfield Lumber	83671	60.09	Saw Horse Brackets and Studs		
10/16/2024	Madeline Sanitary District	83672	102.00	Q3 Services 2024		
10/16/2024	New York Times	83673	48.00	September Statement		
10/16/2024	Elan Financial Services	#C7D038BA1	253.88	September Statement		

OCTOBER 2024 TOTAL:

MI Public Library Board approved

\$463.97

# Town of La Pointe Special Town Board Meeting 2025 Budget Workshop Thursday, November 7th, 2024 5:00 pm at the Town Hall

**Draft Minutes** 

Town Board Members Present: Town Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor

Mike Anderson, Supervisor Aimee Baxter Supervisor Samantha Dobson

Staff Present: Town Clerk Alex Smith, Public Works Director Peter Wiggins, Accounting

Coordinator Lauren Burtaux

Public Present: None

1. Call to order:

Meeting called to order by Glenn Carlson at 5pm.

Public Comment A\* None.

3. 2025 Budget Proposal Discussions

The Town Board discussed the details of the updated budget proposal. The current deficit is roughly \$847,846.00. Town Chair Glenn Carlson presented and discussed an adjustment worksheet he prepared. Some of the following were discussed regarding this worksheet; increasing solid waste disposal by 50% (\$70,000), increasing ambulance fee by 50% (\$22,600), increasing the tax levy by 5%, increasing for ferry charge by \$1.00 during peak season, cutting Town Administrator salary to \$90,000, lowering ambulance wage percentage increase, and \$50,000 for gravel purchase instead of \$100,000. The Accounting services budget needs to be increased with the new hiring, per Burtaux's suggestion. Burtaux will adjust and prepare an updated budget for 11/12.

5. Public Comment B:

None.

6. Adjourn:

Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:36pm

Submitted by Town Clerk, Alex Smith.

# TOWN OF LA POINTE REGULAR TOWN BOARD MEETING November 12th, 2024 5:00PM at Town Hall

#### **Draft Minutes**

**Town Board Members Present:** Town Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor Mike Anderson, Supervisor Aimee Baxter Supervisor Samantha Dobson

Staff Present: Town Clerk Alex Smith, Accounting Coordinator Lauren Burtaux, Public Works Director Peter Wiggins, Zoning Administrator Ed Schaffer, Ambulance Director Sarah Schram Public Present: John Carlson, Paul Brummer, Charley Brummer, Gene Nelson, Elizabeth Ellis Call to Order: 5:00pm

Call to Order: 5:00pm

#### I. Public Comment A\*: None

#### **II. Administrative Reports**

- A. Town Chair's Report: Chair Glenn Carlson mentioned moving all of the closed session items on the agenda to the end of the meeting with Lawsuits/Legals.
- B. Public Works Director's Report: Prepared by Peter Wiggins.
- C. MRF Supervisor's Report: Prepared by Evan Erickson.
- D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer.
- F. Accounting Report: Prepared by Lauren Burtaux.
- G. Police Chief's Report: Prepared by William Defoe.
- H. Fire Chief's Report: No report presented.
- I. Ambulance Director's Report: Prepared by Sarah Schram.

All reports placed on file by unanimous consent.

#### III. Public Works

- A. Roads, Dock and Harbor
  - 1. Hire Temporary Plow Drivers:

Motion to hire Karen Thomas as non-CDL temporary snowplow driver at \$18/hr and Tyler Andreas as CDL temporary snowplow driver at \$20/hr both not to exceed, separately, 200 hours, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

- B. Parks: Nothing to report
- C. Materials Recovery Facility (MRF)
  - 1. Approve MRF Supervisor Resignation:

The Town Board thanked Martin Curry's hard work and effort towards the MRF. Motion to accept Martin Curry's resignation as MRF Supervisor effective 11/18,

- S. Brenna/A. Baxter, 5 Ayes, Motion Carried.
- 2. Approve MRF Supervisor Job Posting and Description:

Motion to move item to after closed session discussion, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

The Town Board may go into closed session during the meeting for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

3. Appoint Interim MRF Supervisor: Motion to move closed session item to after Liquor Licenses, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

#### D. Airport

- 1. Hangar Leases: Motion to approve the following lot leases (LOTS 2A, 3A, 7, 7A,  $\frac{1}{2}$
- 9, 13A, 14 & 16), S. Brenna/M. Anderson, 5 Ayes, Motion Carried.
  - a. Lot 2A
  - b. Lot 3A
  - c. Lot 7
  - d. Lot 7a
  - e. Lot 9
  - f. Lot 13a
  - h. Lot 14
  - i. Lot 16

#### IV. Committees

- A. Planning and Zoning
  - 1. Use of Easement for setback measurements:

The Town Board discussed the presented easement request to comply with setback measurements. A foundation was poured too close to the neighboring property, the neighbor is willing to allow easement for setback purposes. Zoning Administrator Ed Schaffer presented the easement agreement. The Town Attorney sent out a letter of his legal opinion regarding the use of an easement for setback measurements that has not been seen by the TPC. There is no provision in the Town Zoning Ordinance that dictates what constitutes the "line of the lot, which may need to be amended/clarified in the future to avoid setting a precedent.

Motion to send back to the TPC for review of letter from attorney, A. Baxter/M. Anderson, 5 Ayes, Motion Carried.

- 2. Certified Survey Map for Parcel #014-00211-0400
- B. Community Awards Committee
  - Appoint member: Motion to appoint Seri Demorest to the Community Awards Committee, S. Dobson/A. Baxter, 5 Ayes, Motion Carried.
- C. Harbor Commission
  - Accept Member Resignation:
     Motion to accept Pete Ross's resignation from the Harbor Commission, A.
     Baxter/M. Anderson, 5 Ayes, Motion Carried.
  - 2. Approve Emergency Repair Fund for Harbor Commission:

Motion to approve Emergency Repair Fund establishment, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

The Town Board may go into closed session during the meeting for the purpose of 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 in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(e). 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.

3. Greg Nelson Easement Request:

Motion to move to after Liquor Licenses, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

#### V. Town Hall Administration

A. Budget Summary Report:

Motion to approve the September and October Budget Summary Reports, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

- **B.** Treasurers Report
  - 1. August Report:
  - 2. September Report:

Motion to approve the August and September Treasurer's Reports as presented, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

C. Island Collaborative Task Force Update:

Samantha Dobson updated the Town Board on what the Island Collaborative Committee will look like and requested adding a sign-up sheet to the next agenda.

D. Approve Treasurer's Resignation:

Motion to approve Melissa Pusateri's resignation as Treasurer effective 1/31/25, A. Baxter, 5 Ayes, Motion Carried.

E. Approve Treasurer Job Posting:

Motion to approve the Treasurer job posting with a deadline for applications due when the deadline for nominations papers is (Jan 7<sup>th</sup>), A. Baxter/S. Dobson, 5 Ayes. Motion Carried.

F. Approve Internal Accounting Coordinator's Resignation:

Motion to approve Lauren Burtaux's resignation as Internal Accounting Coordinator effective 12/13/24, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

G. 2025 Chapel Cleaning Update:

There were no bids received for Chapel Cleaning. Possible rebidding in the spring.

The Town Board may go into closed session during the meeting for the purpose of 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 in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(e). 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.

H. Propane Contract Discussion

#### 1. Possible Rebid of Propane Contract:

Motion to move item to after Liquor Licenses, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

I. Town Board Agenda Order Policy Discussion:

According to Wisconsin Open Meeting Laws, item "Employee Personnel" is not compliant with requirements.

Motion to remove "Employee Personnel" from the Town Board Agenda Policy, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

J. Agenda for Special Town Meeting on December 3<sup>rd</sup>, 2024:

Motion to add consider compensation modification to Treasurer/Town Clerk positions,

- S. Brenna/A. Baxter, 5 Ayes, Motion Carried.
- K. Finalize 2025 Budget:

The Town Board discussed the final details of the budget and increasing the tax levy by 5% of 2024 actual.

Motion to move item to after closed sessions items, S. Brenna/A. Baxter, 5 Ayes. Motion Carried.

#### L. Baker Tilly Letter of Engagement:

Motion to approve the Baker Tilly Letter of Engagement, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

The Town Board may go into closed session during the meeting for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

#### M. Consider merit increases for individual employees/positions

- N. Discussion of Town Administrator Candidates
- O. Discussion of Accounting Manager Applications/Hiring Process <u>Possible Hiring</u> Motion to move M, N, and O, to after Liquor License, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

#### VI. Vouchers

A. Town of La Pointe:

Motion to approve the town vouchers in the amount of \$203,335.34, M. Anderson/S. Dobson, 5 Ayes, Motion Carried.

#### VII. Minutes

- A. Regular Town Board Meeting October 22<sup>nd</sup>, 2024
- B. Special Town Board Meeting Budget Workshop October 24<sup>th</sup>, 2024
- C. Special Town Board Meeting Budget Workshop October 29<sup>th</sup>, 2024
- D. Special Town Board Meeting Budget Workshop November 7th, 2024

Motion to approve the minutes 10/22, 10/24, 10/29 with language change to 10/29, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

VIII. Emergency Services: Nothing to report.

#### IX. Public Comment B\*\*:

Paul Brummer gave a shoutout to Sue Brenna for setting the Island Collaborative Committee Meeting time to 5pm.

John Carlson commented on the Zoning Administrator's attitude during the meeting.

X. Liquor Licenses: Nothing to report

#### XI. Lawsuits & Legal Issues:

Motion to go into closed session, S. Brenna/S. Dobson, Roll Call: Mike Anderson yes, Sue Brenna yes, Aimee Baxter yes, Samantha Dobson yes, Glenn Carlson yes, Motion Carried. 6:09PM 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 to 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.

A. Petition with Ashland County Circuit Court case Regarding Ashland County Tax Levy Nothing new to report, no need for closed session discussion.

The Town Board may go into closed session during the meeting for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

3. Appoint Interim MRF Supervisor: Motion to move closed session item: Discussed in closed session.

The Town Board may go into closed session during the meeting for the purpose of 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 in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(e). 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.

3. Greg Nelson Easement Request:

Discussed in closed session.

The Town Board may go into closed session during the meeting for the purpose of 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 in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(e). 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.

#### H. Propane Contract Discussion

#### 1. Possible Rebid of Propane Contract:

Discussed in closed session.

The Town Board may go into closed session during the meeting for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(c). 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.

#### M. Consider merit increases for individual employees/positions:

Discussed in closed session.

N. Discussion of Town Administrator Candidates

Discussed in closed session.

O. Discussion of Accounting Manager Applications/Hiring Process <u>Possible Hiring</u> Discussed in closed session.

Motion to return to open session, S. Brenna/A. Baxter, 5 Ayes, Motion Carried. 6:47pm

There were several motions/discussion after returning to open session.

Motion to hire Evan Erickson Jr as Interim MRF Supervisor starting 11/19, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

Motion to approve Greg Nelson's easement request, A. Baxter/S. Brenna, 5 Ayes, Motion Carried.

Motion to give Gene Nelson a firm deadline to sign propane contract by 12pm on 11/15 or propane will be put out for rebid, G. Carlson/M. Anderson, 5 Ayes, Motion Carried.

Motion to approve the 2025 budget as presented with the merit increases included, S. Breann/A. Baxter, 5 Ayes, Motion Carried.

The Town Board has chosen to move forward with zoom interviews with the top 4 candidates recommended by PAA.

A few of the Town Board members will be interviewing an applicant for Accounting Manager after this meeting is adjourned.

The Town Board has decided to hold off on posting for a MRF Supervisor for the time being.

XII. New Agenda Items for Future Meetings
Island Collab Sign Up sheet
Town Board Minutes
Auction Items
Resolution for Town Board Approving Tax Levy Increase

XIII. Adjourn: Motion to adjourn, S. Brenna/M. Anderson, 5 Ayes, Motion Carried.

Submitted by Town Clerk, Alex Smith.

#### TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING

#### November 19th, 2024 5:00PM at Town Hall

Draft Minutes

Town Board Members Present: Town Chair Glenn Carlson, Supervisor Sue Brenna, Supervisor

Mike Anderson, Supervisor Aimee Baxter Supervisor Samantha Dobson

Staff Present: Town Clerk Alex Smith, Airport Manager Paul Wilharm, Accounting Coordinator

Lauren Burtaux

Public Present: Paul Brummer, Charley Brummer, John Carlson

#### I. Call to Order:

Meeting called to order by Glenn Carlson at 5:00pm.

II. Public Comment:

None.

III. Resolution #2024-0119: Exceed Tax Levy

Motion to approve Resolution #2024-0119 Exceeding the Town Taxy Levy via a Special Town Meeting, A. Baxter/S. Dobson, 5 Ayes, Motion Carried.

IV. Hire Accounting Manager

Motion to hire Lizzy Brown as Accounting Manager at \$32/hr starting November 25<sup>th</sup>, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

#### V. Reconsider zoning ordinance regarding setbacks and easements

Motion to approve the easement upon the payment of the town's legal fees, neighbor agreement, and easement agreement recorded by January 31<sup>st</sup>, 2025, G. Carlson/S. Brenna, 5 Ayes, Motion Carried.

#### VI. Affirm requirement of TPC approving all building permits

Motion to approve the requirement of TPC approval of land use permits before Zoning Administrator permit signature, G. Carlson/A. Baxter, 5 Ayes, Motion Carried.

#### VII. Consider putting propane contract out for bid

Motion to put propane contract out for rebid, A. Baxter/M. Anderson, 5 Ayes, Motion Carried.

Motion to go into closed session, S. Brenna/S. Dobson, Roll Call Vote: Mike Anderson yes, Sue Brenna yes, Aimee Baxter yes, Samantha Dobson yes, Glenn Carlson yes, Motion Carried. 5:15PM

VIII. Discuss Town Administrator Candidates: Item discussed in closed session.

Motion to return to open session, S. Brenna/S. Dobson, 5 Ayes, Motion Carried. 5:31pm IX. Adjourn:

Motion to adjourn, S. Brenna/S. Dobson, 5 Ayes, Motion Carried.

Submitted by Town Clerk, Alex Smith.

(5) TB, TA, A, CKERK, PUBLIC



To the Chief and Town Board, Fire Training Weekend Summary:

The LaPointe Volunteer Fire Department applied for and received a training grant with the help of Northwood Tech. The grant was only open to rural & remote departments that normally have trouble getting the school, all their props and trainers into these areas for training. This is something that has been on the table for about a year now, so it was nice to see it come to fruition.

The school showed up with all of their big guns. They brought 10-12 instructors and some props that involve live fire. Other training opportunities included Tree Stand Rescue, involving ropes & knots. The school also brought their SCBA Confidence Course trailer, which is a large trailer full of obstacles to climb through while wearing air packs, in the dark. This can very intimidating for the newbies and provides great training. The "burn trailer", designed to simulate a structure fire. This gives us an opportunity to practice an interior attack on live fire, helping us become more confident in very dangerous situations. Northwood Tech also brought some props, such as a mock car, that connects to propane tanks and can be triggered to blast huge amounts of fire on demand. These are designed to get us into a live fire under a controlled and safe situation, so we can get used to these conditions and make the best decisions possible when the time comes.

By the school's standards, this was a huge success. They were very impressed with our large and highly motivated department. Our roster is one of the largest in several counties and that is something the school does not take lightly. Normally, they offer these classes one at a time, at a centrally located department or campus and many surrounding departments show up to participate. Not the case here,

Initial: dg

the school was promised a room full of eager learners and we delivered.

In conclusion, several of the top brass with the Northwood Tech Fire Services Program, from campuses south of here, showed up for this event. They had a great time and saw how seriously we take our training. Many of the top decision makers for the school & fire department are already excited at the prospect of doing it again next year.

Respectfully, Tyler Andreas, Firefighter #002, Since 1994 Training Officer & Assistant Chief



#### TOWN OF LA POINTE

PO Box 270 LA POINTE, WISCONSIN 54850TOW 715-747-6913

#### **Purchase Order Form**

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Requester's Name Tim Eldred  Budget Line Item # multiple - see attached  Project Name 2024 FFP purchasing, DNR Stocks	
Why did you pick this vendor?	Amount \$ \$ 5,888.97
Supervisor 2  Supervisor 3  Supervisor 4  Supervisor 5  Publishing/posting Needed? YES NO If yes, or	Date Date Date Date Date Date Date Date
Actual Cost  Revised 4/17/24	Actual Purchase Date

Purchase order Request La Pointe Volunteer Fire Department November 14, 2024

Project: Forest Fire Protection (FFP) Grant Award Purchasing 2024; DNR stockroom

Narrative: The attached purchase order request and supporting documents are for wildland firefighting supplies and equipment to be purchased from the Wisconsin Department of Natural Resources warehouse stock room at Tomahawk, Wisconsin.

Because DNR has already completed competitive bidding for their inventory additional vendors are not compared and not required; see § 66.0131(2).

The grant award is for 50% reimbursement. The order totals \$5,888.97 with a 50% reimbursement of \$2,944.48, All purchases are the responsibility of the Town with reimbursement payable when all the receipts are submitted for reimbursement before April 15, 2025. The reimbursement will be made to the general fund.

The prices on this order are from the current DNR catalog but are subject to change. The final invoice and reimbursement amount will not be determined for certain until the order is filled.

Budgeting: Expenses will be broken down and coded to several categories:

52200-365 Turnout gear

\$3,209.19

52200-340 General Supplies \$1,675.37

--- --

52200-810 Fire Equipment

\$1,004.41

Total

\$5,888.97

# FORESTRY EQUIPMENT R&D CENTER STOCKROOM

518 W SOMO AVE / TOMAHAWK WI 54487 / (715)453-1257

BILL TO:

DEPT / STATION La Pointe Vol. Fired Dept POBox 270 ADDRESS

La Pointe CIT

54850 ZIP

CONTACT PHONE (715) 747-6667 CONTACT NAME Tim Eldred

DEPT / STATION La Pointe Vol. Fired Dept. SHIP TO:

SHIP TO & BILL TO ADDRESS THE SAME

ORDER DATE 11/14/24

ADDRESS 320 Big Bay Road

SHIP

PICK UP

CITY La Pointe ZIP 54850

CONTACT NAME TIM Eldred

GRANT ORDER

 $\sim$ 

\$220.86

514-03-02-4010 | coveralls, fire resistant, XL-T

514-03-02-4005 | coveralls, fire resistant, XL

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\$21.41

\$21.41 \$21.41 \$21.41

gloves, forest worker, M gloves,f orest worker, S

340-34-00-1000 340-34-00-2000 340-34-00-3000 340-34-00-4000

gloves, forest worker, L

4

\$220.86 \$220.86 \$220.86

514-03-02-2005 | coveralls, fire resistant, M 514-03-02-3005 | coveralls, fire resistant, L

DESCRIPTION

ITEM NO.

TOTAL	QTY	COST	DESCRIPTION	ITEM NO.
<b>∀</b>	GRAINI ORDER		CONTACT PHONE (715) 747-6667	CONTACT PHO

TOTAL	ITEM NO.	DESCRIPTION	COST	QTY	TOTAL
\$662.58	340-56-63-1034	340-56-63-1034   1" F-NSTX3/4" M-GHT	\$15.68	~	\$15.68
\$883.44	340-56-60-3410	340-56-60-3410   adapter, 3/4" F-GHTx1" M-NST	\$8.50	τ-	\$8.50
\$220.86	340-88-20-1000	340-88-20-1000 valve, shut-off	\$132.31	_	\$132.31
\$441.72	340-88-10-1010	340-88-10-1010 valve, gated wye	\$211.20	_	\$211.20
\$0.00	340-06-25-1002	340-06-25-1002 clamp, hose shut=-off	\$44.02	4	\$176.08
\$128.46	340-60-87-1002	340-60-87-1002 spanner, hose	\$8.40	7	\$16.80
\$107.05	340-56-20-1010	340-56-20-1010 discharge hose, 1"	\$117.45	4	\$469.80
\$85.64	340-56-15-1010	340-56-15-1010 booster hose, rubber, 1"x100' w/coupling	\$322.50	7	\$645.00
\$42.82					\$0.00
\$0.00	345-70-70-1301	345-70-70-1301 headlamp, LED	\$26.25	30	\$787.50
\$154.38	075-56-32-1001	075-56-32-1001 wheel chock	\$22.00	7	\$44.00
\$102.92	340-60-87-1005	340-60-87-1005 wrench, foam pail	\$27.90	4	\$111.60
\$51.46	450-19-70-0078 D shackle	D shackle	\$61.31	₩-	\$61.31
\$0.00					\$0.00
\$139.26					\$0.00
\$0.00					\$0.00
\$188.60			GRAND TOTAL	OTAL	\$5,888.97

2

gloves, forest worker, XL

က

\$51.46

\$51.46

345-56-30-9048 hard hat, cap, full brim, white

345-56-30-9050 | hard hat, cap, full brim, red

345-56-30-9047 | hard hat, cap, full brim, yellow | \$51.46

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\$23.21

345-72-10-1003 | fire resistant hood, carbon shield

4

\$47.15

goggles. NFPA

345-64-30-0222

### COMMENTS

# ATTENTION DNR STAFF - BUDGET CODE ENTRY REQUIRED ON PAGE 2

Order Form Coding Template

ALL DNR ORDERS MUST HAVE A BUDGET CODE OR THEY WILL NOT BE PROCESSED.

Amount									20.03
Source	SUPPL	SUPPL	SUPPL	SUPPL	SUPPL	SUPPL	SUPPL	SUPPL	(A) (A) (A) (A)
Activity									The state of the s
Project									
PC BU	37000	37000	37000	37000	37000	37000	37000	37000	00036
Account									COLORGA
Operating Unit					-				IF ONE
Dept									1000000000
Appn	96802								Word Sa
	10000	21200	21200	21200	21200	21200	21200	21200	0000 82
Bud Ref	37000 FY2024 10000 96802								22022
GL Unit Bud Ref Fund	37000	37000	37000	37000	37000	37000	37000	37000	00075



## TOWN OF LA POINTE

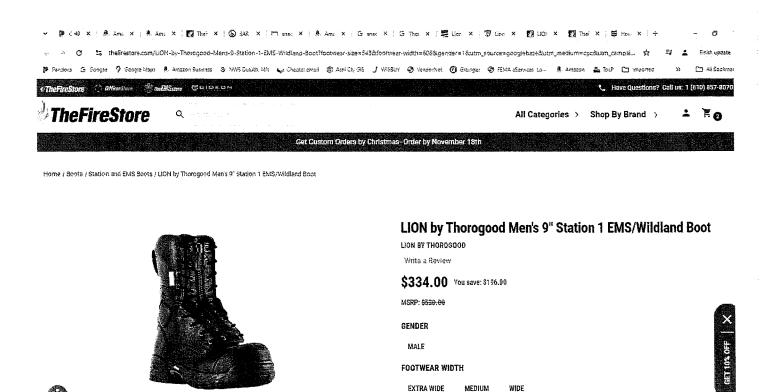
PO Box 270 LA POINTE, WISCONSIN 54850TOW 715-747-6913

# **Purchase Order Form**

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Requester's Name Tim Eldred  Budget Line Item # 52200-365, Turnout Gear  Project Name Wildland Boots for New and Unequently States of the New 2015 of the New	
Amount Estimate \$ 2,000.00  Date Town Board approved:	
Purchasing policy recommends attaching 3 vendor quote  Recommended vendor: Industrial Safety  Vendor #2 Fire Safety USA  Vendor #3 The Fire Store  Why did you pick this vendor? price, previous purch	Amount \$ \$ 1,908.00  Amount \$ \$ 2,003.70  Amount \$ \$ 2,004.00
Supervisor 2Supervisor 3Supervisor 4	Date Date  Date  Date  Date  Date
	late(s) Actual Purchase Date

Revised 4/17/24



FOOTWEAR SIZE



## Industrial Safety, Inc.

QUOTE

360 4th Street Clear Lake, WI 54005 715-263-3330 / 800-822-1633 FAX: 715-263-2980

DATE November 12, 2024
Quotation # Wildland Boots
Customer ID LAPOINTE FD

To: LAPOINTE FIRE DEPT ATTN: Tim Eldred

320 BIG BAY ROAD - PO BOX 270

LAPOINTE, WI 54850

Quotation valid until: December 16, 2024

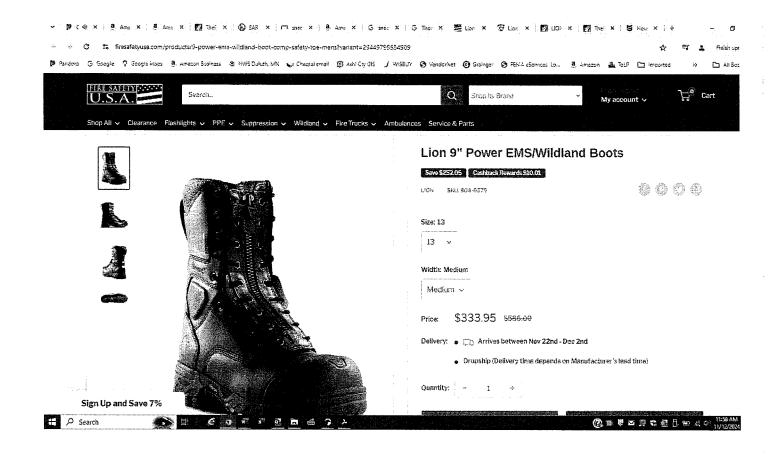
Prepared by: ANDREA CRESS

Comments or special instructions: email: Tim Eldred: firesafety@townoflapointewi.gov

QTY	PART#	DESCRIPTION	SELL		AMOUNT	
		<b>Lion Wildland Station Boots</b>				
6	327-804-6379	Lion by Thorogood 9" Station 1 EMS/Wildland Boot	\$	318.00	\$	1,908.00
		Sizes needed: 9, 10, 11, 11.5, 13 - medium width				
		Freight included in pricing above				

If you have any questions concerning this quotation, contact andrea@industrialsafetystore.com or 800-822-1633

THANK YOU FOR YOUR BUSINESS!



Purchase order request La Pointe Volunteer Fire Department 11/12/24

Project: Wildland boots for new and unequipped members.

Narrative. The attached purchase order and documentation is for wildland style firefighting boots for the members who have not had them issued in the past, including those members who have recently passed the State of Wisconsin minimum firefighting training.

The boots are identical to those already issued to the rest of the department. They are National Fire Protection Association Standard 1977 Protective Clothing for Wildfire Fire Fighting approved.

As with all other Personal Protective Equipment these boots will be the property of the Department and will only be worn not be worn during training and responses.

Price comparison per unit:

The Fire Store (https://thefirestore.com/) \$334 each plus shipping Fire Safety USA (https://firesafetyusa.com \$333.95 each plus shipping Industrial Safety, \$310 shipping included

The total for the selected vendor will be \$1,908.00.

The purchase cost will be partially reimbursed by the DNR Forest Fire Protection Grant recently received at the rate of \$200 per pair for a total of \$1,200 making the net cost \$708.00. Reimbursement will be made in 2025 when all of the receipts for grant eligible purchases are presented.

Attached:

PO request form Quote, Industrial Safety Print outs from two other vendors



Revised 4/17/24

## TOWN OF LA POINTE

PO Box 270 LA POINTE, WISCONSIN 54850TOW 715-747-6913

# **Purchase Order Form**

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Requester's Name Tim Eldred, Jay Wiltz If  Budget Line Item # 52200-346 C  Project Name 2024 Ice Rescue Suit Purchase	this Expenditure Currently in the Budget? Y N  Fnot, where will funds come from?  urrently in budget line item \$
Amount Estimate \$ 1,800.00 C  Date Town Board approved: SI	
Purchasing policy recommends attaching 3 vendor quotes/e  Recommended vendor: Dive Rescue International, in  Vendor #2 Landfall Navigation, plus shipping  Vendor #3 Defender marine, plus shipping  Why did you pick this vendor?	Amount \$ \$ 1,767.00  Amount \$ \$ 1,780.00  Amount \$ \$ 1,847.00
Supervisor 3	Date Date
	e(s)ctual Purchase Date





**Dive Rescue International** 

201 N Link Ln. Suite A Fort Collins Colorado 80524 970.482.0887

Bill To TÓWN OF LA POINTE ACCOUNTING PO BOX 270 240 BIG BAY ROAD LA POINTE, WI 54850

Ship To TOWN OF LA POINTE 240 BIG BAY ROAD LA POINTE, WI 54850

Estimate Date:

11.11,2024

Sales person:

Meghan Amter

#	Item & Description	Ōtý	Rate	Amount
1	8075 Mustang Ice Commander Rescue Suit - IC 9001 v3 SKU : 062533353817 SN:	2 Each	845.00	1,690.00
2	Freight - EQ SKU: FREIGHT - EQ This is an estimate, the actual freight will not exceed the estimated amount.	1 Each	77.00	77.00
	If you would like an accurate estimate, please call (800)248-3483 or email your sales rep.			
		S	ub Total	1,767.00
			Total	\$1.767.00

#### Notes

We are looking forward to your business. Thank you for thinking of Dive Rescue International for your training and equipment needs.

#### Terms & Conditions

Prices do not include shipping and handling unless stated in estimate.

Prices do not include applicable sales tax.

Prices are valid until Expiry Date noted on estimate or for 30 days.

Payment terms are net 30 with established accounts, payable in US funds.

No returns after 30 days. Authorized returns may be subject to 15% restocking charge.

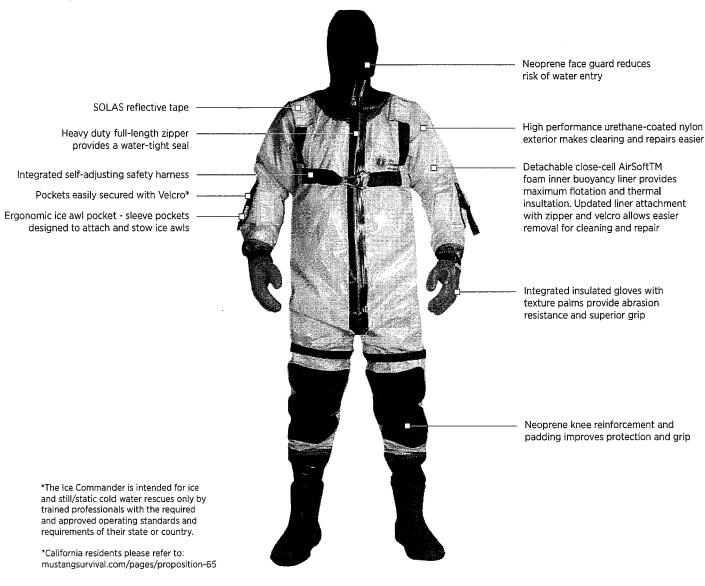
# **ICE COMMANDER RESCUE SUIT (IC9001 03)**



NESTANG SUNT FOL WESSER 18455 FOR A RUNA

The Mustang Ice Commander<sup>®</sup> is the suit of choice for search and rescue teams, fire departments, and ice rescue professionals. The modular suit is completely waterproof with a water tight hood, integrated gloves, and attached boots. The flotation and insulation performance of zip-in buoyancy liner allows users to immerse themselves for long periods of time in icy cold water and maintain mental and physical capabilities.

Each Ice Commander® has an integrated chest harness for attachment to tether lines, ice awl pockets for storage, rubber gloves, reinforced knees and non-slip rubber soles on the attached boots. As well, each suit is 45% lighter than other rescue suits as it is made in a high visibility welded nylon shell. Updated liner with zipper and velcro attachments allow easier removal for cleaning



SIZE

UNIVERSAL ADULT (110-330 lbs / 4'11"-6'6")

COLOR

GOLD

**ACCESSORIES** 

Ice Commander Repair Kit (MA2290) Zipper Lubricant (MA2292)

Replacement Liner (MA2282 03)

Note: not compatible with the MA2282 02 Replacement Liner

SAVING LIVES SINCE 1967 MUSTANGSURVIVAL.COM A BRAND OF THE WING GROUP 1800 526 0532

November 11, 20245

Purchase Order Request

Narrative, Ice Rescue Equipment

Tim Eldred La Pointe Volunteer Fire Department

Attached is a purchase order request for two Mustang Survival brand IC900103 Ice Commander Rescue Suits.

These are the latest genesis of the ice rescue suits the Department has been using for many years. They are a proven tool for use in-water for rescue purposes. See attached data sheet.

The purchase will be paid out of budget line 52200-346, "Rescue Expense".

The selected vendor is Dive Rescue International.

#### Price comparisons:

- 1. Landfall Navigation, \$1780 plus \$25 shipping = \$1,805
- 2. Defender Marine \$923.39 each+ 1846.78 plus shipping
- 3. Dive Rescue International, \$845 each = \$1,690 plus \$77 shipping = \$1,767.



Revised 4/17/24

## TOWN OF LA POINTE

PO Box 270 LA POINTE, WISCONSIN 54850TOW 715-747-6913

# **Purchase Order Form**

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Requester's Name  Tim Eldred  Budget Line Item # capitol equipment  Project Name  Portable Radios, using FFP funds  Purpose/Comments: purchase two portable radios to from our DNR Forest Fire Protection grant award  Amount Estimate  \$ 15,000.00	
	Amount \$
Supervisor 2  Supervisor 3  Supervisor 4	Date Date Date Date Date
	Actual Purchase Date



# Please review the following quote

**APX WISCOM Equipment** 

Quote # EH003264 Version 1

# Prepared for:

La Pointe Fire Department

Tim Eldred firesafety@townoflapointewi.gov

711 Hammond Ave Superior, WI 54880 dsccommunications.com 7153922911



### Services

Description	Price	Qty	Ext. Price
Code Plug Creation, Programming, & Activation on ARMER, WISCOM	\$350.00	1	\$350.00
Cloning of Each Additional Subscriber & Activation on ARMER, WISCOM	\$50.00	1	\$50.00

Subtotal: \$400.00

Quote #EH003264 v1 Page: 2 of 3

711 Hammond Ave Superior, WI 54880 dsccommunications com 7153922911



## **APX WISCOM Equipment**

11/14/2024



Prepared by:

1 - Superior

Erik Humphrey
(715) 392-2911 ext. 2027

Fax 7153922995
ehumphrey@dsccommunications.co

Prepared for:

La Pointe Fire Department

320 Big Bay Rd Lapointe, WI 54850 Tim Eldred (715) 747-6667 firesafety@townoflapointewi.gov Quote Information:

Quote #: EH003264

Version: 1

Delivery Date: 11/14/2024 Expiration Date: 12/31/2024

Amount \$400.00

## **Quote Summary**

Description

Services

Date:

			Subtotal:	\$400.00
			Shipping:	\$20.00
			Total:	\$420.00
Taxes, shippi  1 - Superi	ng, handling and other fees may apply. We reserve the rightior		arising from pricing or other errors. re Department	
Signature:	Exit Humphrey	Signature:		
Name:	Erik Humphrey	Name:	Tim Eldred	
Title:	Client Strategy Lead	Date:		

Quote #EH003264 v1 Page: 3 of 3



Billing Address: LA POINTE, TOWN OF 240 BIG BAY RD LA POINTE, WI 54850 US Quote Date:02/05/2024 Expiration Date:01/13/2025 Quote Created By: Erik Humphrey ehumphrey@ dsccommunications.com

End Customer: LA POINTE, TOWN OF Tim Eldred firesafety@townoflapointewi.gov (715) 747-6667

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	2	\$7,392.32	\$5,396.39	\$10,792.78
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$4.38	\$8.76
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2	\$567.00	\$413.91	\$827.82
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	2	\$330.00	\$240.90	\$481.80
1d	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	\$0.00	\$0.00	\$0.00
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	2	\$184.00	\$184.00	\$368.00
1f	QA05509AA	DEL: DELETE UHF BAND	2	-\$800.00	-\$584.00	-\$1,168.00
1g	H38BS	ADD: SMARTZONE OPERATION	2	\$1,650.00	\$1,204.50	\$2,409.00
1h	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
2	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	2	\$186.50	\$136.15	\$272.30
3	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	2	\$142.56	\$104.07	\$208.14

**Grand Total** 

\$14,200.60(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement."") It hat authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



#### Notes:

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services
Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be
added to invoices.







UNLIMITED MOBILITY. UNCOMPROMISING PERFORMANCE.

# APX™ 8000 ALL-BAND P25 PORTABLE RADIO

Take command with a 4-in-1 radio that offers limitless interoperability, the clearest, loudest audio and seamless Wi-Fi® connectivity. The compact, rugged and secure APX 8000 redefines mission critical communications.

#### **ALL BANDS, NO BOUNDARIES**

With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. Communicate across borders using a single device. Use analogue MDC 1200 or digital P25 mode, conventional or trunked operation, SmartNet® or SmartZone® legacy systems, clear or secure - all across 7/800MHz, VHF and UHF Range 1 & 2 bands.

#### **HEAR AND BE HEARD MORE CLEARLY**

Whether it's loud or windy, whether you whisper or yell, the APX 8000 adaptive audio engine and ultra-loud speaker brings clarity into every conversation. The radio dynamically changes the level of noise suppression, microphone gain, windporting and speaker equalisation on the fly to consistently produce the loudest, clearest audio in any environment.

#### **VOICE AND DATA, ALL AT ONCE**

With Wi-Fi access, the APX 8000 can quickly receive new codeplugs, firmware and software features in order to redeploy the radio fleet with ease as users keep talking without interruption. Mission Critical Wireless Bluetooth® connects quickly and securely with remote speaker microphones, surveillance kits and the LEX L10 Mission Critical LTE Handheld for radio remote control.

#### FIT FOR THE MISSION

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, from your holster to your grip. It contains 4 radio bands packaged into the awardwinning design of the APX 6000. The all-band antenna is flexible so it doesn't get in the way.

#### **RUGGED, ROBUST & RELIABLE**

With a water-tight seal, drop-resistant dual battery latch, pressure-tested tempered glass display and a shock-absorbing aluminum alloy endoskeleton, the APX 8000 is ready for unpredictable environments. It can survive 2 metre water submersion for 2 hours (IP68) and Motorola Solutions' renowned Accelerated Life Test.

#### **DESIGNED TO SECURE & PROTECT**

The APX 8000's voice and data is secured by multiple hardware encryption algorithms (AES, DES, ADP), up to 128 keys and the ability to re-key over the air so that sensitive information stays protected from scanners and eavesdroppers. P25 Radio Authentication ensures only valid users can access the system while two-factor authentication allows users to securely log in to databases.





#### **RF BANDS:**

VHF, UHF Range 1 & 2, 700/800 MHz

#### **OPERATION MODES:**

9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking

3600 Baud SmartNet, SmartZone, SmartZone, Omnilink Trunking

Digital APCO 25, Conventional, Analogue MDC 1200, Quick Call II System Configurations Narrow and wide bandwidth digital receiver (6.25 kHz equivalent/25/20/12.5 KHz)

#### **STANDARD FEATURES:**

Mission Critical Wireless Bluetooth\* ASTRO™ 25 Integrated Voice & Data Software Key

Tour Manager

Text-Messaging

Voice Announcements

ISSI 8000 Roaming

Radio Profiles, Dynamic Zone

Intelligent Lighting

Single-key ADP Encryption

IP68 submersion (2 metres, 2 hours)

**IMPRES 2 Battery** 

#### **ADAPTIVE AUDIO ENGINE:**

3 Watt Speaker with Adaptive Equalisation

Adaptive Dual-sided Operation

Adaptive Noise Suppression Intensity

Adaptive Gain Control

Adaptive Windporting

#### PROGRAMMING:

Utilises Windows Customer Programming Software (CPS) with Radio Management

#### **OPTIONAL FEATURES:**

Wi-Fi® 802.11 b/g/n

**GPS Outdoor Location Tracking** 

RFID Volume Knob

Multi-key for 128 keys and multi-algorithm

Programming Over Project 25 (OTAP)

Over the Air Rekey (OTAR)

Digital Tone Signaling

LEX L10 Collaboration

P25 Authentication

Man Down Sensor

Rugged submersible option: MIL-STD 512.X/I, IP68 (2 metres, 4  $\,$ 

hours)

\* Compatible with BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf BT accessories

			700/800***	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits			76, 794-806 MHz 25, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing	erine in dien spragen van het de gewone keinen in 'gewon' gewone de	25	5/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation	amenda son ayon dagaa aa	F	ull Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj¹			MHz: 1-2.5 Watts MHz: 1-3 Watts	1-6 Watts	1-5 Watts	1-5 Watts
Frequency Stability¹ (–30°C to +60°C; +25°C Ref.)			+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Modulation Limiting <sup>1</sup>		±5 kHz	/ ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiate	d) <sup>1</sup>		-75 dBc	-75 dBc	-75 dBc	-75 dBc
Audio Response <sup>1</sup>		. W D	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise (25kHz / 12.5kHz) <sup>1</sup>	700 MHz 800 MHz		49 dB/-47 dB 49 dB/-46 dB	-51 dB/-51 dB	-51 dB/-51 dB	-51 dB/-47 dB
Audio Distortion (25kHz / 12.5kHz)¹	700 MHz 800 MHz		90 % / 0.90 % 60 % / 0.90 %	0.50 % / 0.90 %	0.50 % / 0.90 %	0.60 % / 0.90 %
BATTERIES FOR APX 8000						
Battery Capacity / Type		Dimen	sions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2150 mAh IP68		3.39"	x 2.34" x 1.45"	5.07 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 3100 mAh IP68**		3.39"	x 2.34" x 1.65"	6.61 oz	NNTN7038	3100 mAh
Li-lon IMPRES 4200 mAh IP68		5.12"	x 2.34" x 1.65"	11.43 oz	NNTN7034	4400 mAh
KEY AUDIO ACCESSORIES						
Name		Туре	Part Number		Features	
Extreme Policing (XP) RSM		Wired	NMN6271	Dual-Mic Noise S	appression, Emergency, Volume Con	trol, Prog Button, IP68
Mission Critical Wireless (MCW)	RSM	Bluetooth	RLN6554	Windporting, Audio Jack, Eme	ergency, Volume Control, Task Light,	IP55, 12 hour 5/35/60 Duty Cyr

	MODEL 1.5	MODEL 2.5	MODEL 3.5			
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-colour backlight	Top display plus: Full bitmap colour LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap colour LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight			
Keypad	None	Backlit keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons			
Channel Capacity	1200	3000	3000			
FLASHport Memory	2 GB	2 GB	2 GB			
700/800 MHz (764-870 MHz)						
/HF (136-174 MHz)	LIGAT C DODINATE AND	LIGATE DODINACANI	LIGATO DODINATANI			
JHF Range 1 (380-470 MHz)	H91TGD9PW5AN	H91TGD9PW6AN	H91TGD9PW7AN			
JHF Range 2 (450-520 MHz)						
Buttons & Switches		lume control  Orange emergency button  16  Orange of the control  16				
Regulatory Information						
FCC ID		AZ489FT7061				
ndustry Canada		109U-89FT7061				
Emission Designators	LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E***, 20K0F1E***  Bluetooth: 852KF1D, 1M17F1D, 1M19F1D  WLAN (WI-FI ): 13M7G1D, 17M0D1D, 18M1D1D					

\*\*\* In accordance with FCC mandate, the APX 6000 all band radio is restricted to 12.5kHz operation only and does NOT support 25kHz in the VHF and UHF Bands (excluding T-Band). This applies to customers under Rule Part 90.

		700	800	VHF	UHF
Frequency Range/Bandsplits	5	764-776 MHz	851-870 MHz	136-174 MHz	380-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separa	ition	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rate	d¹	1 Watt	1 Watt	1 Watt	1 Watt
Frequency Stability <sup>1</sup> (–30°C to +60°C; +25°C Ref.	)	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Analogue Sensitivity <sup>1</sup> Digital Sensitivity <sup>2</sup>	12 dB SINAD 1% BER 5% BER 5% BER Faded	0.224 uV 0.316 uV 0.211 uV 0.562uV	0.224 uV 0.316 uV 0.211 uV 0.562 uV	0.168 uV 0.251 uV 0.149 uV 0.562 uV	0.199 uV 0.282 uV 0.158 uV 0.530 uV
Selectivity (25 kHz / 12.5 kH	z) <sup>1,5</sup>	79 dB / 72 dB	78 dB / 72 dB	82 dB / 77 dB	80 dB / 74 dB
Intermodulation Rejection <sup>1</sup>		81 dB	80 dB	82 dB	80 dB
Spurious Rejection <sup>1</sup>		98 dB	98 dB	92 dB	98 dB
FM Hum and Noise (25 kHz / 12.5 kHz)¹	97 700 20 700 700 700 700 700 700 700 700	-55 dB / -53 dB	-54 dB / -52 dB	-57 dB / -55 dB	-56 dB / -54 dB
Audio Distortion¹		0.9 %	0.9 %	0.9 %	0.9 %

PORTABLĘ MILITARY	STANDARD	S 810 C, D, E , F	& G					A.		
	No. on Association and Association Condition of	STD 810C	and the second s	STD 810D	The court of the Company of the All Property of the Company of the	STD 810E	78.3 - 76.88-4 - 36.00 - 12.00-86.00 - 36.7 - 10.00	STD 810F	Charles have been marked to do	STD 810G
er om en transfermaker gen gepyngger av gerker en sentra denklerer av av fræker	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1		500.2	ll .	500.3		500.4	11	500.5	
High Temperature	501.1	1, 11	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	l	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	1	503.5	1/C
Solar Radiation	505.1	11	505.2	l	505.3	i	505.4		505.5	I/A1
Rain	506.1	1, 11	506.2	l, II	506.3	l, II	506.4	I, III	506.5	I, III
Humidity	507.1	I	507.2	II	507.3	l	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	l	509.2	l	509.3	l	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	ı	510.2	I	510.3	l	510.4	1	510.5	l
Blowing Sand	1 Proc	1 Proc	510.2	ll .	510.3	II	510.4	ll	510.5	II
Immersion <sup>8</sup>	512.1	I	512.2	l	512.3	i	512.4		512.5	ı
Vibration	514.2	VIII/F, Curve-W	514.3	1/10, 11/3	514.4	1/10, 11/3	514.5	1/24	514.6	1/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	1, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II.	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY					
	Inches	Millimetres			
Length	5.47	139			
Width Push-To-Talk button	2.39	60.7			
Depth Push-To-Talk button	1.40	35.6			
Width Top	2.98	75.7			
Depth Top	1.58	40.1			
Depth Bottom of Battery	1.24	31.5			
Weight of the radios without battery	11.25 oz	319 g			

ENCRYPTION	
Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL, Localised Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 360 mSec
Encryption Keying	Key Loader and Over the Air Rekeying (OTAR)
Synchronisation	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital and SecureNet
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS & GLONASS			
−164 dBm			
<5 metres (95%)			
<60 seconds (95%)			
<5 seconds (95%)			
Autonomous (Non-Assisted)			

ENVIRONMENTAL SPECIFIC	ATIONS
Operating Temperature4	-30°C / +60°C
Storage Temperature4	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 metres, 2 hours)

#### **RUGGED OPTION SPECIFICATIONS**

MIL-STD-810 C, D, E, F and G Leakage (immersion)<sup>6</sup> Method 512.X Procedure I, IP68 (2 metres, 4 hours)

#### **HOUSING COLOR**

Black (Standard), Public Safety Yellow, and High Impact Green

¹ Measured conductively in analogue mode per TIA / EIA 603 under nominal conditions.
² Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.
³ Measured conductively with ⊳6 satellites visible at a nominal −130 dBm signal strength. Specs provided are 95th percentile values.
⁴ Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to

ensure best performance.

Measured using the TIA-603 single-tone method.
Rugged option only. Specifications subject to change without notice.

All specifications shown are typical. Radio meets applicable regulatory requirements.

#### WIRELESS CONNECTIVITY & SECURITY

Frequency Range/Bandsplits:

Bluetooth: 2402 - 2480 MHz, WLAN (Wi-Fi®): 2400 - 2483.5 MHz

WLAN (Wi-Fi) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs

Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection.

#### Motorola Solutions Australia Pty Limited www.motorolasolutions.com.au

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#### 11/14/2024

To: Motorola Solutions Inc. 1309 E. Algonquin Rd. Schaumburg, IL 60196

Re: Purchase of Motorola radio communications equipment

La Pointe, Town Of does not have a formal purchase order system. This letter serves as authorization for Motorola Solutions to place an order for the communications equipment on the attached sheet for a purchase price of \$14,200.60. La Pointe, Town Of agrees to pay Motorola Solutions for the equipment "Net 30 days upon invoice" to:

La Pointe, Town Of C/O DSC Communications 711 Hammond Ave Superior, WI 54880

When Motorola Solutions invoices the La Pointe, Town Of, the invoice should reference "La Pointe FD" and be sent to Tim Eldred at the following address:

La Pointe, Town Of 240 BIG BAY RD La Pointe, WI 54850

For taxation purposes, even if tax-exempt, the equipment sold to La Pointe, Town Of, will ultimately reside at the following address:

La Pointe, Town Of 240 BIG BAY RD La Pointe, WI 54850

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact Tim Eldred at firesafety@townoflapointewi.gov or (715) 747-6667.

Sincerely yours,			
Tim Eldred			
cc: Erik Humphrey			

To: Glen Carlson

From: Tim Eldred, La Pointe Vol. Fire Dept

Re: Purchase order request, Project: Portable radio purchase

Narrative: Attached is a purchase order request totaling \$14,680 for portable radios and accessories.

The purchase will be funded in part by the Capital Equipment budget, and partially by reimbursement from the DNR Forest Fire Protection grant award #FFP-25S-129.

The purchase will be for two portable radios at \$7,205.93 each, and two remote speaker microphones (RSM) aka lapel mic, at \$104.07. The grant will fund a maximum of \$2,500 for each radio, a total of \$5,000, and 50% of the RSMs for \$104.07.

The total purchase price of the four items is \$14,680. The Town will need to pay the entire invoice amount. Reimbursement will come as soon as all the purchasing using the FFP is completed; for the radio equipment that will be \$5,104.07.

These radios are a multi-band style covering the VHF and VHF digital frequencies that are used by the department. They are also capable of the 700/800 MHz band to which Wisconsin departments will begin to migrate

A sole vendor is used because their sale is restricted by territory.

The vendor, Duluth Superior Communications, has informed us that the manufacturer Motorola has warned that delivery could be delayed from 13 to 20 weeks, although a recent order they placed was filled in 6 weeks.

Our hope is to have them invoiced and paid in 2024 as there is an approved 2024 Capitol Equipment request to cover the purchase. If delivery is delayed until 2025 our hope is that the Capitol Equipment Request forwarded with our 2025 budget request will be approved. If not then we would have to juggle funds from various lines in the 2025 Fire Dept budget to complete the purchase.

Attachments (2):
Purchase order request
Price quote, DSC Communications, EH003264