

**TOWN OF LONG LAKE, WASHBURN COUNTY  
SPECIAL BOARD MEETING**

Thursday, April 20th, 2023, at 3:00 p.m.

**Town Hall**

**N1584 County Highway MD, Sarona, WI**

AGENDA

Call to Order by Chairman, Bob Moullette  
Pledge of Allegiance, Verification of Notices, Roll Call

1. Consider/Approve Independent Contactor Agreement with Mike Houser.
2. Equipment Lease Agreement Mike Houser.
3. Adjournment.

INDEPENDENT CONTRACTOR AGREEMENT  
FOR MAINTENANCE SERVICES PROVIDED TO THE TOWN OF LONG LAKE,  
WASHBURN COUNTY, WI BY MIKE HOUSER

The Town Board of the Town of Long Lake hereby enters into an agreement with Mike Houser, an independent contractor operating as a sole proprietor to:

Provide maintenance services to the Town of Long Lake including, but not limited to, tree trimming, cutting, and chipping brush, straightening, and repairing road signs, patching roads, dealing with beaver issues, and emergency services relative to the above.

The Contractor shall patrol roads to determine where the above services are needed.

The Contractor provided services will not exceed \$2000.00 in any given month unless emergency services are provided. ***The construction of the Town Hall remodel project does not include this amount as it is a separate contract with the Town of Long Lake.***

The Contractor will indemnify and save harmless the Town of Long Lake and all its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its contractors, in prosecuting work under this agreement.

This agreement shall become effective upon signing and remain in effect for one year from the date of signing unless terminated earlier than 30 days of the written termination notice by either party delivered to the other party.

\_\_\_\_\_  
By: Independent Contactor

**Moved for adoption by the Long Lake Town Board on April 20, 2023:**

\_\_\_\_\_  
By: Bob Moullette, Chairman

ATTEST:

\_\_\_\_\_  
By: Debbie Bouma, Clerk

## **EQUIPMENT LEASE BETWEEN THE TOWN OF LONG LAKE AND MIKE HOUSER**

### **PURPOSE OF THIS LEASE AGREEMENT**

On April 20, 2023, the Long Lake Town Board ("Lessor") did by resolution engage Mike Houser "(Lessee)" as an independent contractor to provide maintenance services within the corporate boundaries of the township. The maintenance services include tree trimming, brush removal, road sign maintenance, patching roads and other like. The township is willing to lease certain equipment to Mike Houser and any person working for him that he does not own. Such equipment consists of brush chipper, chain saws, trimmer mowers, limb saws, and other like equipment.

### **WHAT TOWNSHIP WILL DO:**

The Town of Long Lake shall rent such equipment as needed by the Lessee for \$1.00 during the term of this lease. It will also provide gas and repairs to the leased equipment unless a particular piece of equipment is damaged by misuse on the part of the Lessee.

### **WHAT MIKE HOUSER WILL DO:**

The Lessee shall inspect the equipment before using it and assure itself and the township that the equipment is in good repair, reporting any defects at once to the Town Chair. The Lessee shall use due care in the use of the leased equipment. The Lessee will provide the town with proof of liability insurance and workers compensation insurance for its employees throughout the term of this lease. Upon expiration of this lease, the Lessee shall return equipment owned by the township in reasonable repair.

### **TERM OF LEASE**

This lease is for a one-year period commencing April 9, 2024. This lease may be renewed by mutual agreement at the end of the term.

### **SAVE-HARMLESS AND INDEMNIFICATION**

The Lessee agrees to be financially responsible for any audit exception or other financial loss to the Town of Long Lake which occurs due to the negligence, intentional acts, or failure by the Lessee and/or its agents, employees, subcontractor, or representative to comply with the terms of this lease. The Lessee agrees to indemnify the township, its officials, agents, and employees, while acting within the scope of their duties and hold harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in

favor of the Lessee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Lessee and/or its agents, employees, subcontractors or its representatives under this Contract, all to the extent of the Contractor's negligence.

#### TERMINATION OF LEASE

Any party may upon reasonable notice terminate this lease. The parties agree to negotiate any future modification of its terms with due regard to a change in circumstances.

Independent Contractor

\_\_\_\_\_

Dated: \_\_\_\_\_

Town of Long Lake, by

\_\_\_\_\_

Dated: \_\_\_\_\_

Bob Moullette, Chairman

Attest: \_\_\_\_\_

Debbie Bouma, Clerk