

Board ACTION Report On the Town of Clinton 'Paul Clark' Withholding Tax and Employment Issue

4.12.2023 Board Meeting

- This sixteen (16) page report is a Board Action Summary integrating the Dempsey Law Opinion and the Gibson CPA & Law Report, along with supporting Board Meeting Minutes, Special Closed and Open Session Minutes and their respective relationship to the Paul Clark payroll solution to date.
- On June 12, 2019 Paul Clark was hired as a Temporary Assistant Patrolman in accordance with Wisconsin statute 60.37 and there has been NO BOARD ACTION since that time that would change Paul Clark's employment status. In fact, the Dempsey Law Opinion states "Mr. Clark's employment status is never again discussed in the Town Board's minutes, including on February 12, 2020 when the Town Board hired a full-time employee".
- Paul Clark was paid as an employee until the end of 2020 and he received a W-2 for 2020.
- In 2021 the Town Clerk Sandy Schweiger on her own accord and in violation of Wisconsin statute 60.37, changed his employment status from an employee to an independent contractor. Neither Paul nor the board were consulted with, nor notified of this employment status change. As a result of this action, Paul Clark did not have any Workman's Compensation insurance coverage for 2021 and through August of 2022, even though he thought he was covered as an employee. Neither the board nor Paul caught the discrepancy on the Town's monthly Transactions by Account document, and they never anticipated that the clerk would violate the Wisconsin statute to take such an action against an employee.
- In August 2022 Paul Clark discovers a discrepancy with his paycheck.
- Paul Clark contacts the clerk with the discrepancy.
- Paul goes to the Town Board with his concern.
- The Town Board immediately initiated the fact finding process. The Board figured out that the clerk had changed Paul's employment status from an employee to an independent contractor and never said anything to Paul Clark or the Town Board about her action.
- Board mentions this action to the clerk at a Board Meeting and she said there was a Wisconsin statute that says Paul Clark can only be a temporary employee for six months, after which time reinstatement is required. Thus, she was forced to change his employment status.
- The Board was unable to find any such statute so they contacted the Wisconsin Towns Association. The Town's attorney suggested that the Town Board seek their own legal counsel in this employment and tax withholding matter.
- The Board then contacted Dempsey Law since they were a law firm that dealt with Municipal Law and also was a firm that advertised in the Wisconsin Town's Association WTA monthly publication. The Board's inquiry was assigned to a Dempsey staff attorney that had previous legal experience at the Wisconsin Towns Association and also specialized in Municipal Law.

- After some initial discussion about Paul Clark's employment and withholding tax issue and legal costs involved, the Board entered into a professional services agreement with them in an effort to proactively minimize any payroll liability, and exposure to IRS and Wisconsin DOR (Department of Revenue) fines and penalties. It also involved the clerk's failure to issue Paul Clark a W-2 as an employee, or a Form 1099 as an independent contractor for 2021, nor any employee withholding for 2022.
- Paul Clark was advised by Chairman Corey Leis not to report to work until the employment issue was resolved
- Dempsey Law researched the problem and gave their opinion, which was read publicly in its entirety at a September 24, 2022 Special Board Meeting. The Special Board Meeting Minutes and a copy of the Dempsey Law Opinion are attached to this report. They were also posted as a Current Notice on the Town of Clinton website.
- The Dempsey Law Opinion also recommended that the Town Board hire a CPA firm to figure out the Town of Clinton's, as well as Paul Clark's, payroll liability as an employee and not as an independent contractor.
- On 11.2.2022 the Board met with the Gibson CPA & Law firm and signed a consultation agreement for CPA counsel along with a professional services cost estimate.
- On 11.2.2022 the Board also passed motions that the Town of Clinton would pay all of Paul's unpaid payroll taxes, and ALL costs related to the clerk's non compliance with payroll withholding. The Chairman personally handed the signed Board Minutes of the 11.2.2022 (Closed Session) meeting to the clerk at the 11.9.2022 Board meeting.
- The CPA figured out the legalities of Paul's 2021 Payroll withholding and stipulated that a 2021 W-2 be issued to Paul Clark, since it was not done for 2021.
- The CPA also recalculated Paul's 2022 payroll liabilities since he was being paid to date for 2022 as an independent contractor and not as an employee. He would also be issued a W-2 for 2022.
- A copy of these above mentioned calculations was also emailed to the Dempsey Law attorney.
- At the December 2022 Board Meeting the clerk was asked about the status of compliance with the CPA Recommendations. The clerk stated that all the tax payments to the IRS and DOR along with all the required QuickBooks accounting adjustments related to this payroll issue have been completed.
- **The Town Board is currently waiting on the IRS and DOR relative to fines and penalties, if any.**
- At the January 2023 Special Board meeting (Open Session) the Town Board agreed to pay Paul Clark for 86 hours of lost wages due to Paul not being able to work while the payroll issue was being resolved. See 1.11.2023 Special Meeting Minutes (Open Session) and 1.11.2023 Board Meeting Minutes attached to this report.

- Below is a Summary of the costs to date. **NOTE: They do not include IRS, DOR or any other Agency penalties or fines.**

- Dempsey Law: \$2,411.00
- Gibson CPA & Law: \$2,180.00
- IRS and DOR Taxes Due: \$1,998.47
- Paul Clark 86 Hours lost wages: \$1,720.00

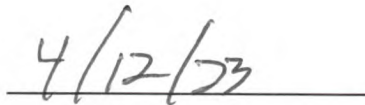
TOTAL excluding fines & penalties: \$8,309.47

Chairman Corey Leis:

Date:



A handwritten signature in black ink, appearing to be 'CL', written over a horizontal line.



A handwritten date '4/12/23' in black ink, written over a horizontal line.

PARTNERS:

CHARLES J. HERTEL
JOHN A. ST. PETER
PAUL W. ROSENFELDT
RONALD P. HAMMER
BRIAN D. HAMILL
MATTHEW PARMENTIER
HEATH G. MYNSBERGE
JESSICA E. SLAVIN



ASSOCIATES:

ELIZABETH A. HARTMAN
ALANA BUSCH-ELL
ALEX R. ACKERMAN
LEE D. TURONIE
NATHANIEL J. VERVELDE
JAMES D. MILLER
EVAN M. SEIBEL
SAMUEL J. S. MOHEBAN
CHUE N. XIONG

OF COUNSEL:

WILLIAM E. BUCHHOLZ
RYAN M. PLUSCH
DEJAN ADZIC
CHRISTOPHER J. PENZA
JOSHUA R. COOK
SAMUEL W. JACK

RETIRED:

TIMOTHY M. DEMPSEY
A.D.(DAN) EDGARTON
ROBERT V. EDGARTON
RONALD L. PETAK
TERRENCE J. BYRNE

September 19, 2022

Via email

Town of Clinton, Vernon County
c/o Sandy Schweiger, Clerk
clerk@tn.clinton.wi.gov

Re: Paul Clark Employment Matter

Dear Town Officers:

As you are aware, the Town retained us to review an employment matter related to Mr. Paul Clark. We reviewed many related Town records and spoke with Mr. Clark, Supervisor Brandt, Chairperson Leis, Clerk Schweiger, and former Town Chairperson John LaDue.

The facts are as follows. The Town Board minutes of June 12, 2019 show that the Town Board agreed to hire "Paul Clark as temporary Assistant Patrolman." There is no applicable contract, employment handbook, or detailed job description. Mr. Clark's employment status is never again discussed in the Town Board's minutes, including on February 12, 2020 when the Town Board hired a full-time employee.

The Town hired Mr. Clark because of needing help at times due to the difficulty of regular employee turnover and occasional severe weather. Mr. Clark is a former Town patrolman and experienced with operating Town equipment. Mr. Clark works on an on-call basis when help is needed. Usually the Chairperson or Patrolman contact Mr. Clark to work. Mr. Clark's hours worked are kept track of for requisite payment. Mr. Clark is not paid if not working any hours.

Mr. Clark did work hours since his hiring and received pay less withholdings and a W-2 for tax purposes at the end of the year for both 2019 and 2020. Starting in 2021 Mr. Clark received Town checks for payment, without withholdings. Mr. Clark did not receive a W-2 for 2021, and he does not recall whether he did obtain a 1099, which are given to contractors. Mr. Clark received similar Town checks in 2022. At some point, Mr. Clark asked Clerk Schweiger about his employment status and was informed that he was an independent contractor.

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Fond du Lac
10 Forest Avenue, Ste 200
Fond du Lac, WI 54935
(p)920-922-0470
(f)920-922-9091

De Pere
2079 Lawrence Drive
De Pere, WI 54115
(p)920-235-7300
(f)920-235-2011

Dempsey & Buchholz
95 S Harris Avenue
Waupun, WI 53963
(p)920-324-9736
(f)920-235-2011

Byrne & Dempsey
115 Forest St
Wausau, WI 54403
(p)715-848-2966
(f)715-842-5189

Oshkosh
210 North Main St
Oshkosh, WI 54901
(p)920-235-7300
(f)920-235-2011

Mr. Clark never attempted to resign and the Town Board never discussed let alone acted upon terminating Mr. Clark's employment or altering the status of it. Other than when he asked the Clerk, no one ever informed Mr. Clark that his employment had been terminated or altered, and he has never been rehired.

The Town Board had the authority to hire Mr. Clark. "The town board may employ on a temporary or permanent basis persons necessary to carry out the functions of town government..." Wis. Stat. § 60.37. The Town Board has never acted to delegate this authority to another Town officer or employee. As such, only the Town Board is authorized to determine matters of Town employment. The Town Board further determines "the qualifications and terms of employment." Wis. Stat. § 60.37.

The last act of the Town Board was the hiring of Mr. Clark as an employee. Nothing has been done to change this. There is no period of time after which Mr. Clark's status would automatically change, resulting in continued work as an independent contractor. Any desired changes should be addressed by the Town Board. If the Town Board does not make any changes, and continues to call up Mr. Clark for work for the Town, then Mr. Clark's payroll must be administered for him as a Town employee.

In our opinion, the Town will need an accountant, but we can provide the following basic information. Form W-2 must be retained for four years and Form I-9 must be retained for three years from date of hire or one year after employment ends. If the Town does not have Mr. Clark's employment paperwork, then have him complete new copies as soon as possible. The Town can fix the lack of withholdings for 2022 yet and should do that. This leaves only 2021 to readdress.

Mr. Clark was actually overpaid by the Town for 2021 because there were no withholdings from his checks. If the Town does not require him to pay this money back, the kept amount is actually additional pay that will then need to be taxed as well. Mr. Clark will need to amend his personal 2021 taxes one way or another.

A qualified accountant will be best able to determine the Town's outstanding tax liability and how to go about paying it. Before contacting any regulators directly, it is advised to make the necessary determinations as to the amount owed and what will actually be required of you to fix it. If it is still possible, the Town will want to avoid any penalties.

Finally, Mr. Clark stated that he does maintain a Class A over the highway commercial driver's license ("CDL"). This is necessary for some of the Town's vehicles. The Town must ensure that Mr. Clark is enrolled in an appropriate CDL drug testing program. Unless the Town Board changes Mr. Clark's status as an employee, all normal employee processes must be in place.

We know that you only contacted us because you already desire to remedy this situation, and we urge you to follow through on that. Let us know if we can be of any further assistance on this matter. At this time, please utilize a qualified accountant and align Town practices with Mr. Clark's status as a Town employee unless and until the Town Board acts to change that.



Sincerely,
DEMPSEY LAW FIRM, LLP

Lee D. Turonie
ldt@dempseylaw.com
Wausau Office

cc: Corey Leis, Chairperson
Fred Brandt, Supervisor

PARTNERS:

CHARLES J. HERTEL
JOHN A. ST. PETER
PAUL W. ROSENFELDT
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BRIAN D. HAMILL
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RONALD L. PETAK
TERRENCE J. BYRNE

LEGAL FEES AND PAYMENT AGREEMENT

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, *The Town of Clinton, Vernon County, Wisconsin* (the "Client") hereby retains *Dempsey Law Firm, LLP* (the "Firm") to act as Client's attorneys as follows:

1. Scope of Representation. Our legal representation under this Agreement will be limited to *general legal services as the Town Attorney*, including taking all other action that is necessary to effectuate our representation as we, in our discretion, deem necessary and legitimate (the "Scope").

Should other work be requested by the Client, or should the Firm be required to perform work related to its representation of Client following its work for which it was retained (such as responding to subpoenas, appearance for depositions related to the representation, or otherwise), all such work will be compensated at the usual and customary hourly rates as set from time to time by the Firm.

2. Rate. The Firm's fee is based upon the reasonable cost of representing the Client's interest identified in the Scope. It is impossible to determine in advance the amount of fees that will be "reasonable" to complete Client's case. It may be necessary to have other professionals perform services on Client's case other than the specific attorney the Client had retained. The Firm will use its best judgment to determine the most economical use of attorneys and staff personnel. For hourly services, billed time includes all time spent on Client's case including conferences, email correspondence, telephone calls to Clients, Client's adversary or his or her attorney, pre-trial discovery of data, trial preparation, drafting of documents, correspondence and pleadings, negotiations, legal research, attendance at Client's meetings, collection efforts on outstanding invoices, court time and travel to and from locations away from the Firm. **THERE IS NO AGREED UPON TOTAL FIXED FEE FOR OUR REPRESENTATION OF THE CLIENT IN THE REPRESENTATION.** Any figures the Firm quotes the Clients for the total costs of the Firm's services are merely estimates. The opposing attorney or others may engage in activities beyond the Firm's control, requiring the Firm to expend additional efforts not originally contemplated. **FOR ALL HOURLY SERVICES, CLIENT WILL BE BILLED AT THE RATES SET FORTH IN THE ATTACHED ADDENDUM, WHICH MAY BE ADJUSTED FROM TIME-TO-TIME.** Time is billed in increments of one-tenth of an hour and rounded to the next tenth.

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Fond du Lac
10 Forest Avenue, Ste 200
Fond du Lac, WI 54935
(p)920-922-0470
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De Pere
2079 Lawrence Drive
De Pere, WI 54115
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Dempsey & Buchholz
95 S Harris Avenue
Waupun, WI 53983
(p)920-388-9736
(f)920-235-7011

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Wausau, WI 54403
(p)715-848-2966
(f)715-842-5189

Oshkosh
210 North Main St
Oshkosh, WI 54901
(p)920-235-7300
(f)920-235-2011

3. Costs. Client additionally agrees to reimburse the Firm for its costs and acknowledges responsibility for such costs regardless of the result of Client's claims. Costs may include, but are not necessarily limited to filing/court fees; postage; delivery service fees; photocopies at \$0.25 per page after 10 pages; printing and exhibit preparation; facsimile charges as indicated on Exhibit A; telephone charges; electronic filing fees; convenience fees; service of process fees; deposition and transcription charges/court reporter fees/transcripts; witness fees; subpoena fees; mileage fees at the rate authorized by the Internal Revenue Service (currently \$0.62.5 per mile); messenger charges; meals and all other travel expenses; computer research; expenses associated with investigators and experts or medical consultants for investigations, examinations, reports, testimony, consultation, and deposition (at such rates as may be charged for such services by the provider); trial exhibits and supplies; mock-ups or models; any computer, audio or visual equipment; and all other out-of-pocket expenses.

4. Billing. Client will receive one or more bills from the Firm itemizing the time and costs charged to Client. Client must contact the Firm in writing if Client has any question or complaints regarding any charges on Client's billing statement. All balances on the Firm's account are due 30 days after the date of the statement. **IF YOU WANT TO KNOW THE AMOUNT OF YOUR BILL, PLEASE CALL BILLIE JO SEARL AND YOU WILL RECEIVE A BILL FOR SERVICES RENDERED TO DATE.** If you do not pay your account when due, the Firm has the right, at its discretion, to withdraw from Client's case and, if necessary, sue to collect the balance due. In the event of such a suit, you agree to reimburse the Firm for its actual collection costs, including actual attorneys' fees, even if the Firm represents itself.

5. Withdraw from Representation. The Firm has the right, at its discretion, to withdraw from representation if the Client has misrepresented or failed to disclose material facts, if the Client fails to follow the Firm's advice, if the Client fails to communicate with the Firm, or for any other valid reason. Client may discharge the Firm at any time for any reason. Client will be responsible for any fees and cost incurred before the Firm's withdrawal or discharge, including time expended to turn over the file(s) and other information to Client or substitute counsel.

6. Award of Fees and Costs to Opposing Party. The court may order the Client's adversary to pay part of the Client attorneys' fees and costs. Such awards are totally unpredictable. Client will remain primarily liable for payment of the Firm's total fee and costs regardless of whether the same is ordered in the client's favor or against the client. If the Court orders Firm payment, the Firm shall pay that portion as ordered; all other payments shall be the responsibility of the Client. For fee awards in Client's favor, any amount actually received pursuant to such a court order will be credited to Client's account or refunded to Client if the Firm has already been paid in full. An award of fees shall not be an offset to Client's account until received.

7. Settlement; Lien on Proceeds. Client hereby grants the Firm a lien against any sums held for Client in a trust account, and against any money received by clients, or money judgments entered in Client's favor. Client specifically authorizes the Firm to receive any funds and to pay itself all fees and costs from said funds or from any trust account balance or any judgment in Client's favor before releasing the balance to the Client.

8. No Guarantee of Result. Client understands the Firm will use its best efforts in representing Client. Client acknowledges and agrees that nothing in this Agreement shall be construed as a promise or guarantee about the outcome of client's claims or situation. Any comment about the outcome of Client's case are expressions of opinion only. The Firm reserves the right to reconsider the merits of the claims as the case proceeds. **THE FIRM CANNOT GUARANTEE RESULTS AND, THEREFORE, DOES NOT CHARGE ITS FEES BASED ON RESULTS.**

9. Interest. Each billing statement issued by the Firm is due upon receipt. **IN THE EVENT ANY STATEMENT OR INVOICE SHALL REMAIN UNPAID FOR MORE THAN 30 DAYS, THE CLIENT SHALL PAY THE FIRM INTEREST ON ANY UNPAID AMOUNT DUE THE FIRM, COMPOUNDED AT THE ANNUAL RATE OF 12%, UNTIL PAID IN FULL.**

10. File Retention. Within two (2) weeks of the close of your file and the expiration of appeal rights (if any), the Firm will review the same for original documents and, if any, notify you of the option to recover them. If you do not pick the same up, then, we will physically close your file, scan it, and have it confidentially shredded unless we are prohibited by law (for instance, original signatures on bankruptcy documents) or by practice (estate planning originals and real estate originals). If we cannot shred your file immediately, it will be kept in storage for a period of six (6) years after which it will be confidentially shredded (except estate planning which is kept until the person passes). If you need anything from your file prior to shredding, please let us know. At any time, should the need emerge, we can retrieve the file from electronic storage and help you with any legal need you may have.

11. Confidentiality. Client consents to Firm sending emails to Client which may contain confidential information. If care is not exercised, this confidential information could be accessed and seen by third parties, such as employers. Client understands that Firm could send information to Client by United States Mail or other confidential mediums, but client believes it is proper to send such information to Client by email and understands the confidentiality risks of receiving such communications through this medium. Client represents that Client alone has access to the email account Client has provided to Firm. Client has been advised that Client should not use a business device (such as a work computer or cell phone), third party system (including but not limited to business networks, computers and systems at public libraries and hotels), or any other device or system under circumstances where there is a significant risk that the communications will be read by the employer or any other third party. Client agrees to communicate or review confidential communications by email between the Firm and Client only when there is no significant risk that the same will be accessed or seen by an employer or third party.

12. This Agreement contains all of the terms of the Firm's financial arrangement with Clients and can only be modified by a written document signed by both parties.

Client has read this fee Agreement, and agrees and accepts all of the terms within this Agreement. This Agreement shall be binding upon the parties, their heirs, executors, and assigns.

PLEASE NOTE: This is a legal, binding contract between the Client and the Firm. Before signing it, please read it carefully and be sure you understand all of the contents.

READ, APPROVED, AND ACCEPTED BY CLIENT:

9/2/22
Date

By: Corey Leis Chair
Corey Leis, Chairperson

State of Wisconsin County of Monroe
The foregoing instrument was acknowledged before me this 2nd day of September, 20 22
by Corey Leis
Sandy Schweiger, Clerk Michelle H. Lind Notary Public
My Commission Expires 3/28/25

Date

By: _____
Sandy Schweiger, Clerk

DEMPSEY LAW FIRM, LLP

9-6-22
Date

By: Lee D. Turonic
Lee D. Turonic, Attorney

**ADDENDUM A
HOURLY RATES¹**

The following is a list of the professionals at the Dempsey Law Firm, their position, and their hourly rate for all time expended².

Municipal Lawyers/Staff

| Name | Position | Hourly Rate |
|--------------------|----------------|-------------|
| John A. St. Peter | Senior Partner | \$260.00 |
| Matthew Parmentier | Partner | \$260.00 |
| Lee D. Turonic | Associate | \$185.00 |
| Alex R. Ackerman | Associate | \$220.00 |
| Nathan J. VerVelde | Associate | \$180.00 |
| Samuel W. Jack | Of Counsel | \$220.00 |

Other Professionals

| | | |
|--------------------------|----------------|----------|
| Paul W. Rosenfeldt | Senior Partner | \$260.00 |
| Ronald P. Hammer | Senior Partner | \$260.00 |
| Ryan M. Plisch | Of Counsel | \$260.00 |
| Christopher J. Penza | Of Counsel | \$235.00 |
| Elizabeth A. Hartman | Associate | \$225.00 |
| Charles J. Hertel | Senior Partner | \$325.00 |
| Brian D. Hamill | Partner | \$260.00 |
| Heath G. Mynsberge | Partner | \$260.00 |
| Jessica E. Slavin | Partner | \$230.00 |
| Joshua R. Cook | Of Counsel | \$175.00 |
| William E. Buchholz | Of Counsel | \$235.00 |
| Alana Busch-Ell | Associate | \$225.00 |
| Evan M. Seibel | Associate | \$170.00 |
| Samuel J. S. Moheban | Associate | \$165.00 |
| James D. Miller | Associate | \$250.00 |
| Various Law Clerks | Law Clerk | \$135.00 |
| Stephanie D. Fitzwilliam | Paralegal | \$125.00 |
| Autumn R. Laux | Paralegal | \$115.00 |
| Kathy M. Zoellner | Assistant | \$115.00 |
| Shannon M. Andris | Paralegal | \$115.00 |
| Julie A. Pallowick | Assistant | \$95.00 |
| Amy Wright | Paralegal | \$115.00 |
| Kathie Docter | Paralegal | \$115.00 |
| Other Paralegals | Paralegal | \$95.00 |
| Other Legal Assistants | Assistants | \$70.00 |
| | | |

¹ Rates as of January 1, 2022

² Please note that not all of these professionals will work on your file. If you have questions about who will work on your file, please contact the attorney you are entering into this Agreement with.

**Town of Clinton
Special Board Meeting
Board Minutes**

**September 22, 2022
6:00 pm at the Town Hall
S1299 County Road D**

Meeting called to order by Chairman Leis at 6:00 pm:

Pledge of Allegiance:

Roll Call:


- Chairman Corey Leis and Supervisor #2 Fred Brandt

Tax Withholding Developments:

- M/S/P: Chairman Leis/Brandt moved that the following letter from the Dempsey Law Firm be included in the Clinton Town Board Minutes of this meeting.
 - **THE ENTIRE LETTER WAS READ ALOUD AND ATTACHED TO THESE MINUTES.**
- M/S/P: Chairman Leis/Brandt moved, at the advice of legal counsel to retain an accounting firm to advise the Clinton Town Board on how to make our employee WHOLE and to deal with the Tax Authorities.

Adjourn:

- M/S/P: Brandt/Leis moved to adjourn the meeting at 6:11 pm. (2 ayes)

 Charma 10/12/22

CELESTE GIBSON, M.B.A., C.P.A.

CERTIFIED PUBLIC ACCOUNTANT

104 West Main St.
P.O. Box 187
La Farge, WI 54639

Phone (608) 625-4604
Fax (608) 625-4431
celeste@mwt.net

November 2, 2022

Mr. Fred Brandt, Supervisor #2
Town of Clinton
S1299 County Road D
Cashton, WI 54619

Dear Fred :

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide.

The objective of this engagement is to prepare corrected payroll tax filings for the Town with respect to wages paid to Paul Clark in calendar years 2021 and 2022. To this end we will prepare corrected payroll tax forms for 2021 and 2022, and Form W-2 for Paul Clark for 2021.

Our fee for these services will be based upon the number of hours required to complete the engagement, at the rate of \$250 per hour for work done by myself and \$80 per hour for work done by our staff. I will provide itemized monthly invoices for my services, which you agree to pay within ten days of receipt.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to me.

Sincerely,

Celeste Gibson, M.B.A., C.P.A.
Certified Public Accountant

ACKNOWLEDGED:



Fred Brandt

AS PER CHECK #115 11/2/22 14:49.

Date:

11/2/22

Phone number:

651-491-8486

MY TAX ACCOUNT AUTHORIZATION

COPY

| | | | | |
|----------------------------------|-------|----------|------------------------|-------------------|
| Taxpayer Name Town of Clinton | | | Social Security Number | FEIN 396005834 |
| Address | | | WTN | |
| Address | | | Telephone Number | |
| City | State | Zip Code | E-mail Address | |

Hereby authorizes the following individual(s)

| | | | | |
|-------------------------------|--|----------------------------------|-------------|-------------------|
| Name Celeste Gibson CPA JD | | Telephone Number 608 637-6544 | | |
| Address 124 West Court St | | City VIROQUA | State WI | Zip Code 54665 |
| Name Avis Kinsey | | Telephone Number 608 637-6544 | | |
| Address 124 West Court St | | City VIROQUA | State WI | Zip Code 54665 |
| Name | | Telephone Number | | |
| Address | | City | State | Zip Code |


To register me or my business for *My Tax Account*, obtain a WAMS ID number for me and access my tax information on *My Tax Account*, create a *My Tax Account (MTA)* User Profile and email account for me or my business.

I understand that the execution of the Authorization does not relieve me of personal responsibility for correctly and timely reporting and paying taxes, or from penalties for failure to do so, all as provided for under Wisconsin tax law. I understand a photocopy and/or faxed copy of this form has the same authority as the signed original.

Additionally, I understand that in providing the authorization to the named individuals above to file my return and make payments on my behalf that I bear the personal responsibility to monitor my account and banking relationships to ensure the accuracy of any bank account transactions, effectiveness and security of all transactions that are executed on my behalf.

If any individual named above is no longer authorized to execute transactions on my behalf, it will be my responsibility to ensure that the Department of Revenue has been notified to cease the access for that individual.

If signed by a corporate officer, partner, or fiduciary on behalf of the taxpayer, I certify that I have the authority to execute this Power of Attorney on behalf of the taxpayer and that I have read and understand the conditions and terms of this MTA Authorization agreement.

| | | |
|--|---|-----------------|
| Signature  | Title TOWN OF CLINTON SUPERVISOR #2 | Date 11/2/22 |
|--|---|-----------------|

AS PER CHECK BOOK 11/2/22 2:29 PM.

FORM A-777a INSTRUCTIONS MTA ACCOUNT AUTHORIZATION

In order for the taxpayer's representative to register for, file returns and access information on behalf of the taxpayer, the Wisconsin Department of Revenue requires the taxpayer's representative to hold a My Tax Account authorization form, or other written authorization, executed by the taxpayer. The use of Form A-777a is not mandatory, however, a substitute form must reflect the information that would be provided on Wisconsin Form A-777a.

Do not send a copy of Form A-777a to the Wisconsin Department of Revenue. The taxpayer and his/her representative should retain an executed copy of Form A-777a in their records.

HOW TO COMPLETE FORM A-777a

Taxpayer Information

1. For individuals: Enter your name, address, social security number, Wisconsin Tax Number (WTN), telephone number and email address in the space provided.
2. For a corporation or partnership: Enter the name, business address, federal identification number (FEIN), Wisconsin tax number (WTN), telephone number and email address.
3. For any other entity: Enter the name, business address, federal identification number (FEIN), telephone number and email address.

Authorization

Enter the name, address, and telephone number of each individual authorized.

Revoking an Authorization

You must remove the third party access in your own My Tax Account profile settings. This is done by logging into the My Tax Account website at <https://tap.revenue.wi.gov> and completing the following steps: click on the My Profile option, click on the Manage Logons button, click on the third party representative's ID listed below the green bar for Web Logons and edit their access to NO. This will revoke the previous authorization.

Signature of Taxpayer(s)

The Authorization must be signed by the taxpayer. A signature stamp is not acceptable.

1. For individuals: The taxpayer must sign.
2. For partnerships: All partners must sign unless one partner is authorized to act in the name of the partnership.
3. For corporations and any other entity: A corporate officer or person having authority to bind the entity must sign.

Date: The Authorization should be dated when signed.

Payroll matter

From: Celeste Gibson (celeste@gibsoncpalaw.com)

To: township320@yahoo.com

Date: Monday, November 14, 2022 at 11:51 AM CST

Hi Fred,

I have completed the work to correct the town's payroll. We have Paul's 2021 W-2 ready to give to him. We also have the following items ready for Sandy to sign and mail:

941-X for 2nd quarter 2021. Tax due \$19.66.

941-X for 3rd quarter 2021. Tax due \$349.69.

941-X for 4th quarter 2021. Tax due \$86.16.

941-X for 2nd quarter 2022. Tax due \$550.35

941-X for 3rd quarter 2022. Tax due \$912.39.

W-3 and W-2 for 2021. No tax due.

Wisconsin WT-7 and W-2 for 2021. Tax due \$29.45.

Unfortunately, Quickbooks does not allow payroll functions in the accountant's copy, so I had to convert your books to a company file. This means that Sandy will not be able to import the newly created paychecks for Paul. She should do the following steps:

1. Cancel the outstanding accountants copy in Quickbooks. File/send company file/accountant's copy/client activities/remove restrictions.
2. Enter the newly created paychecks for Paul for May through August 2022. They are on the attached report. The net pay on each paycheck is equal to the cash Paul actually received. We have also printed paystubs for these paychecks which can be used for data entry. Copies of the paystubs should also be given to Paul.
3. Do journal entries to reverse the independent contractor payments to Paul for these dates.
4. Re-reconcile the checking account.
5. Double check Paul's W-2 for accuracy at the end of the year.

Sandy will also need to make the following Wisconsin tax deposits (WT-6) on Wisconsin My Tax Account. A report is attached.

May 2022 \$24.47

July 2022 \$17.69

August 2022 \$18.61

Please stop by at your convenience to pick up your paperwork. We are open Monday through Friday, 8:30 am to 5 pm. If you have any questions, please let us know. Thank you for your business—we appreciate it very much.

Celeste

Celeste Gibson, MBA, CPA, JD
Gibson CPA & Law LLC

<https://gibsoncpalaw.com/>

124 West Court St

Viroqua, WI 54665

(608) 637-6544

Our standard is excellence.

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2022 paychecks entered-Paul Clark.pdf

47.2kB



WisconsinTaxes Detail.pdf

37.3kB

Town of Clinton
Town Board Special Meeting
January 11, 2023
6:40 pm
Town Hall
51299 County Road D

Open Session

Present: Chairman Corey Leis, Supervisor #1, Bob Erickson and Supervisor #2, Fred Brandt.


Open Session called to order at 6:40 pm.

- M/S/P: Chairman Leis/Brandt moved to go into Closed Session at 6:41 pm. (3 ayes)
- M/S/P: Chairman Leis/Erickson moved to go into Open Session at 6:49 pm. (3 ayes)
- M/S/P: Chairman Leis/Erickson moved to increase Patrolman Scot Sander's hourly wage from \$23.00 to \$25.00 and increase his bi-weekly bonus by \$2,000, from \$4,000 to \$6,000 per year. Also, to increase the hourly wages of Paul Clark, Greg Nelson and Joel Rickey from \$20.00 to \$22.00. (3 ayes)
- M/S/P: Chairman Leis/Erickson moved to pay Paul Clark 86 hours of lost work time from 2022, due to lack of Workman's Comp Insurance coverage prior to the Dempsey Law Opinion, which restored his original Employee status and Payroll status. This specific compensation total of \$1,720.00 would be classified as 2022 Wages paid in 2023 at his 2022 hourly rate. (3 ayes)

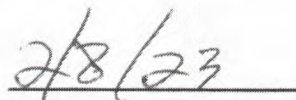
Adjourn:

- M/S/P: Erickson/Chairman Leis moved to adjourn at 6:53 pm. (3 ayes)

Chairman Corey Leis:



Date:



**Town of Clinton
Board Meeting**

**January 11, 2023
7:00 pm at the Town Hall
S1299 County Road D**

Board Minutes

Meeting called to order by Chairman Leis at 7:02 pm:

Pledge of Allegiance:

Roll Call:

- Chairman Corey Leis, Supervisor #1 Bob Erickson, Supervisor #2 Fred Brandt, Town Treasurer Jan Clark, Town Clerk Sandy Schweiger.

Financial Report and Bills:

- M/S/P: Erickson/Brandt moved to approve the Financial Report. (3 ayes)
- M/S/P: Brandt/ Erickson moved to approve the 1.4.2023 transfer of \$3,000.00 from Savings to Checking and \$80.36 from ARPA Money Management to Savings. Also, to approve the 1.12.2023 transfer of \$28,300 from Savings to Checking and \$7,350.00 from Savings to Regular Money Management and \$127,613.01 from Tax Savings to checking. (3 ayes)
- M/S/P: Brandt/ Erickson moved to pay the bills. (3 ayes)

Approve Minutes:

- M/S/P: Erickson/Brandt moved to approve the 12.14.2022 Board Meeting Minutes as written and published as a draft on the website. (3 ayes)
- M/S/P: Erickson/Brandt moved to approve the 12.19.2022 Special Board Meeting Minutes (Open Session) as written. (3 ayes)
- M/S/P: Brandt/Erickson moved to approve the 12.19.2022 Special Board Meeting Minutes (Closed Session) as written. (3 ayes)

Public Comment:

- M/S/P: Chairman Leis/ Erickson moved to close public comment. (3 ayes)

Email Instructions from CPA for Compliance with Dempsey Law Opinion:

- Reviewed the 11.14.2022 Gibson CPA & Law email instructions and validated compliance.

Closed Session Employee Compensation Results:

- M/S/P: Chairman Leis/Erickson moved to increase Patrolman Scot Sander's hourly wage from \$23.00 to \$25.00 and increase his bi-weekly bonus by \$2,000, from \$4,000 to \$6,000 per year. Also, to increase the hourly wages of Paul Clark, Greg Nelson and Joel Rickey from \$20.00 to \$22.00. (3 ayes)
- M/S/P: Chairman Leis/Erickson moved to pay Paul Clark 86 hours of lost work time from 2022, due to lack of Workman's Comp Insurance coverage prior to the Dempsey Law Opinion, which restored his original Employee status and Payroll status. This specific compensation total of \$1,720.00 would be classified as 2022 Wages paid in 2023 at his 2022 hourly rate. (3 ayes)

Diesel Fuel Contract:

- M/S/P: Chairman Leis/Erickson moved to increase the Strike Price from \$3.20 per gallon to \$3.40 per gallon for 2023 Off Road Diesel and from \$3.51 per gallon to \$3.79 per gallon for 2023 On Road Diesel. (3 ayes)

Approval and Payment of Bills for Irish Ridge Road Project:

- M/S/P: Chairman Leis/Erickson moved to approve payment of the engineering Invoice # 13034 for \$3,500.00 and Invoice # 13294 for \$3,000.00. (3 ayes)

Advertise Rock and Sealcoat Bids:

- M/S/P: Chairman Leis/Brandt moved to advertise Rock and Sealcoat bids for two (2) consecutive weeks in the *Episcope* and give Lonnie Muller the advertising text. (3 ayes)

Garbage Removal Service:

- No Action

Error Correction and Amendment of Motion From 12.14.2022 Town Board Meeting:

- M/S/P: Chairman Leis/Erickson moved to amend the motion to Pay Lepke Trucking & Excavating Bills for the Irish Ridge Road Project from \$379,425.52 to \$262,419.54 and from \$103,194.43 to \$168,694.66. This will reduce the total approved for payment from \$482,619.95 to \$431,114.20. (3 ayes)

Adjourn:

- M/S/P: Chairman Leis/Erickson moved to adjourn at 7:46 pm. (3 ayes)

Chairman Corey Leis:



Date: 2/8/23