

TO: Town Board

FROM: Lisa Potswald

RE: Town Administrator's Report

DATE: March 5, 2021

DATES OF REPORT: February 24, 2021 through March 5, 2021

1. Accomplished/Completed

2. Coming Up/Working On

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

3. Town Board Agenda – Information/Comments

- Special Assessment Process for Big Arns/Brians Roads. Micaela will prepare the assessment resolution for a future meeting. Please let me know if you have any questions.
- TA Search Update. The Town Board has chosen to conduct remote interviews with four candidates on March 11. Out of those interviews, the Town Board will identify finalists. Lisa will work with Town Board members to establish up to 10 questions for those interviews.
- Dock Lease with Nelson Construction. Please consider signing the lease.
- Airport Ordinance Rewrite. See separate memo you previously received.
- Airport Statement of Intentions. Please see separate memo.
- Post for Summer Jobs. Please consider approving these postings.
 - Campground Host #1
 - Campground Host #2
 - Campground Assistant
 - Parks #1
 - Parks #2
 - Parks #3
- MRF Job Descriptions. Please consider the following job descriptions.
 - MRF Supervisor
 - MRF Recycling Specialist
- Appoint MRF Supervisor. Please consider appointing Martin Curry as the MRF Supervisor for up to 40 hours per week at a salary of \$20.00 per hour effective March 27, 2021. Attached to this report you will find Motions to Hire Employees for your convenience.

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- Appoint MRF Recycling Specialist. Please consider appointing Joe Abhold as the MRF Recycling Specialist for up to 40 hours per week at \$23.46 per hour effective March 9, 2021. Attached to this report you will find Motions to Hire Employees for your convenience.
- Fire Department Share of Furniture Purchase. Please see separate memo that will be distributed on Monday, March 8.
- Public Arts Committee – Gateway Art Project. See separate memo.
- Madeline Island Marathon. John Carlson asked for this item to be on the agenda. The Town currently holds \$1,575 in fees for the 2020 Madeline Island Marathon paid in 2019 which was canceled along with the 2021 marathon. Marathon organizers asked the Town to hold the money for 2022. The Town is holding no fees for the Inline Marathon, as they requested the Town destroy their checks for 2020 fees. Regardless of whether the Town Board returns the Madeline Island Marathon fees we currently hold or not, both organizers will be asked to pay at the most current fee schedule (2021), and to complete event applications for 2022 events.

4. Follow Up on Previous/Ongoing Projects

5. Grant Report

- Nothing to report.

6. Lawsuits/Legal Issues

- Town Board members have been advised of any updates.

7. Comments/Other Information

- I previously reported on vandalism to one of the windsleds. The Marina made the repairs at a cost of \$728.50.
- You received emails from me updating you regarding construction of the ESB. As stated, due to many factors, this is a rapidly evolving project with a number of last-minute problems. The certificate of occupancy meeting with James Price is tentatively scheduled for Tuesday, March 9. Depending upon if there are any final corrections to be made, the Town should receive the certificate of occupancy between 3/9 and 3/16.
- Tim the Project Manager and I have talked about the training that those using the building will need and will make arrangements for that to happen. The Town cannot occupy the building (putting trucks/ambulances in the building, etc.) until we have the certificate of occupancy.
- I know that Town Board members are anxious to tour the ESB – we will set up a time for a tour as soon as possible after the certificate of occupancy is final.
- I have scheduled a vacation from April 12 through 23 to burn up some of my accumulated vacation time. I will not be here for the April 13 Town Board meeting or the April 20 Town meeting, however I will have everything ready for both meetings prior to starting my vacation. I will be off the island and have asked Barb to serve as Town Administrator while I am away – she actually agreed to do so!

February 2021 Public Works Report

Roads/Equipment

- There were a few mornings requiring the full plowing crew, but a real blizzard never occurred all month long.
- The 2020 Westernstar (220) and 2005 Sterling (102) had a thorough servicing including fluids, filters, minor repairs, grease, hoses/fittings as needed, etc., and both have served the roads well as primary plow trucks all season.
- The JD444 Loader with quick attach plow has been a very efficient tool for pushing back snow in intersections, clearing ditches, and making quick work of a few inches of snowfall in parking lots. Nice job Evan.
- Wisconsin Steam Cleaner delivered our new Landa diesel powered pressure washer directly to the Roads Dept. shop and we all had a thorough training with an experienced rep who deals exclusively with city crews and municipalities. This incredible machine replaces and drastically upgrades the propane fired modified tar heater which was used to steam frozen culverts on the island for decades.
- As expected during the long and very cold weekend mid-month, we experienced multiple issues such as frozen fuel filters, cold batteries, and brittle connections leading to other problems on trucks and equipment. Everything took turns thawing out and we are all looking forward to warm space once again for the Roads equipment.
- MIFL ceased operations on 2/5 and Windsleds Inc. began operations 2/6. Evan Sr. and I put up the line of trees on 2/9. On 2/11 the Town crew along with Arnie and Windsleds Inc. crew spent the morning flooding the Bayfield side and some areas of a crack in the middle of the channel. The Ice Road officially opened to traffic on 2/17 and lasted 1 ¾ days until the pressure crack heaved on the Bayfield side, making vehicle passage extremely unsafe. The 2nd best thing (if you have use of a vehicle on both sides), known as the 'crack lot' is still happening as I write this.

Parks

- Postings for all the seasonal Parks positions will be available by March 10th. Some large annual events have been canceled again. I have every intention of following Governor orders and County Health Department mandates, and a busy summer season is expected once again despite lingering Covid-19. For now we are planning to keep signage posted and continue precautionary measures for everyone's safety.

MRF

- The Roads and MRF crew had a very productive planning meeting this month where all aspects of current MRF operations were examined and thoroughly analyzed. There are many ideas to implement as La Pointe moves closer to another busy summer. Research on a newer used roll-off truck continues.

Misc./Admin.

- Roads and MRF crew will be taking an online class to obtain OSHA 10 certification cards next month.

Respectfully submitted,
Ben Schram
Public Works Director

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	Miller Farm Road		Wild Iris Cul		Big Arn's Roads	
	Actual	Assessed	Actual	Assessed	Actual	Proposed to be Assessed
Town Labor	39,128	0	320	0	27,038	\$3,548
Town Equip	70,361	0	183	0	49,874	\$0
Rentals	2,328	2,328	0	0	0	\$0
Materials	71,072	0	5,745	5,745	98,554	\$98,554
Culverts/Erosion	10,974	9,236	1,507	1,507	8,292	\$8,292
Fuel	5,000	5,000	0	0	0	\$0
Insurance	5,000	5,000	0	0	0	\$0
Surveying	4,698	4,698	1,507	1,507	0	\$0
Engineering	9,500	9,500	2,900	2,900	0	\$0
Subs	5,200	5,200	18,348	18,348	63,955	\$63,955
Legal	551	551	271	0	1,506	\$1,506
Misc	1,246	1,369	99	0	998	\$998
Seeding		1,692	0	0	0	\$0
Well		550	0	0	0	\$0
Bremer Loan Interest		0	0	0	24,344	\$0
					Borrowed \$214,000. 23.49% of tl loan is Big Arn.	
					TI Interest of \$103,635.10 x 23.49%=\$24,343.88	
Calculated Interest @ 2% for 20 years						\$39,462
TOTALS:	\$225,057.70	\$45,123.18	\$30,878.40	\$30,006.00	\$274,560.97	\$216,315.27
TL Assessment over 10 years		\$4,512.32		\$3,000.60		
Parcels	19		6		23	
Annual parcel assess:		\$237.49		\$500.10		

Based on 2/23/2021 TB
 \$216,315 / 20 yrs / 23 parcels =
\$470.25

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**DOCK LEASE BETWEEN TOWN OF LA POINTE AND
NELSON CONSTRUCTION COMPANY OF LA POINTE, INC.**

WHEREAS, Nelson Construction Company of LaPointe, Inc. (Lessee) is desirous of using the port facilities and dock of the Town of LaPointe (Lessor) on Madeline Island, Wisconsin for a ten (10) year term commencing January 1st, 2021, and terminating December 31st, 2030; and

WHEREAS, the Town of LaPointe is desirous of allowing said use for certain fees;

NOW THEREFORE, it is agreed between both the aforementioned parties that the Town of LaPointe, Ashland County, Wisconsin, will lease forty-seven (47) feet on the north east side of the finger pier and fifty-seven (57) feet on the shore as shown on the attached Schedule "B", for the mooring of vessels and the parking of two (2) vehicles on the finger pier, to Lessee for an annual lease fee with increases to the base rent as indicated. Rates are increased from 2021 through 2025 to reach 2021 market rate of \$80 per foot by 2025. Rates from 2026 through 2030 are increased by 3% yearly.

1. ANNUAL RENT.

<u>Year</u>	<u>Rent</u>
2021	Annual base rent of \$4,952.48 (\$47.62 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2022	Annual base rent of \$5,794.88 (\$55.72 per foot). Applicable Wisconsin sales tax (currently 5.5%).
2023	Annual base rent of \$6,636.24 (\$63.81 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2024	Annual base rent of \$7,478.64 (\$71.91 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2025	Annual base rent of \$8,320.00 (\$80.00 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2026	Annual base rent of \$8,569.60 (\$82.40 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2027	Annual base rent of \$8,826.69 (\$84.87 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2028	Annual base rent of \$9,091.49 (\$87.42 per foot) Applicable Wisconsin sales tax (currently 5.5%).

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2029	Annual base rent of \$9,364.23 (\$90.04 per foot) Applicable Wisconsin sales tax (currently 5.5%).
2030	Annual base rent of \$9,645.16 (\$92.74 per foot) Applicable Wisconsin sales tax (currently 5.5%).

2. PAYMENT DUE. The yearly rental will be paid on or before the 15th day of August of each year so long as the lease shall remain in effect. Non-payment by lessee after thirty (30) days from the due date shall result in termination of this lease.

3. 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.

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.

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, maintain a comprehensive insurance policy with minimum liability limits as stated below and issued by an insurance company authorized to do business in the State of Wisconsin. Minimum liability limits shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Lessee shall, at lessee's expense, carry a \$1,000,000 commercial liability umbrella covering Lessee's comprehensive, business auto, and workers compensation insurance policies. Failure to maintain the limits of insurance above is grounds for termination of the lease. A current insurance certificate must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policies.

- C. Lessee shall, at Lessee's expense, name "Town of La Pointe" as additional insured on all policies listed above. A copy of the current insurance certificate, showing such language, must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
 - D. Failure to provide the foregoing information relating to insurance shall constitute a full and complete waiver of all rights against the Town for damage or loss, however arising, and full and complete waiver of subrogation.
 - E. 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 or the Lessee of the subject property.

9. MAINTENANCE AND PROTECTION.

- A. The Lessee will maintain the dock occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance. Any damage caused by the Lessee to the dock of the Town of LaPointe will be repaired at the expense of the Lessee.
- B. By January 31 of the following year, the Lessee will provide the Lessor with a list of gravel, sand and rock off-loaded from the Town of La Pointe dock in the prior calendar year, along with a payment for the total tonnage off-loaded at the rate listed in the Town of La Pointe fee schedule for that calendar year.
- C. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- D. The Lessee shall be bound by the terms and conditions of the Town's rules and regulations, including any current and future ordinances, resolutions or motions of the Town that are in effect, which are incorporated by reference herein.
- E. Nothing herein shall be constructed as to limit the right, title and interest of the Town of LaPointe to other portions of the dock that are not subject to this lease term, nor to prevent the Town from leasing other portions of the dock to other lessees.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the lease fee 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 sixty (60) days to remove any property thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the sixty (60) days allowed Lessee to remove the property at either the normal end or termination of the lease, the Lessee will continue to pay rent.

B. 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.

11. TERMINATION. In consideration of the agreements contained herein, either party can provide written notice to terminate without cause within 90 days of the proposed date of termination. This lease may be terminated by the Town upon written notice if any aspects of this lease are violated to any extent.

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 Town dock, 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 dock. 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.

TOWN OF LA POINTE, Lessor

By: _____ Dated: _____
Town Chairperson

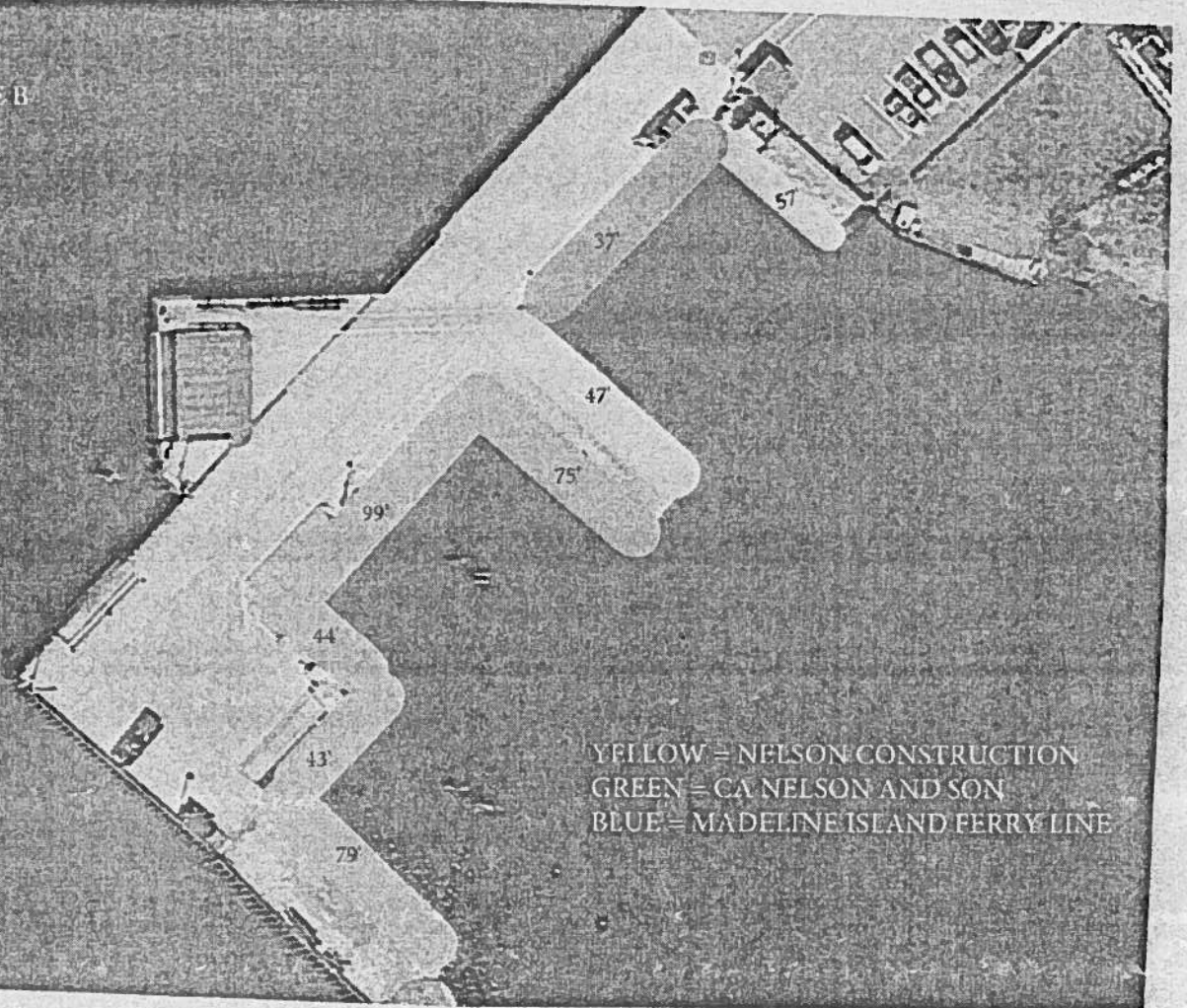
Attest: _____ Dated: _____
Town Clerk

NELSON CONSTRUCTION COMPANY OF LA POINTE, INC., a Wisconsin corporation, Lessee

By: *Ronald Nelson* Dated: 2-26-21
President

By: *Kathy J. Ostrowski* Dated: 2-26-21
Secretary

SCHEDULE B



YELLOW = NELSON CONSTRUCTION
GREEN = CA NELSON AND SON
BLUE = MADELINE ISLAND FERRY LINE

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

TOWN OF LA POINTE POSITION OPENING

Campground Host 1

Wage \$16.32/hour

Start Date May 14, 2021 to End Date October 11, 2021
Full Time Temporary Employee

Provide Excellent Customer Service to Campers at Big Bay Town Park
Monitor Campground Facilities

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Applications Due April 2, 2021

Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov
Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.
Questions? Call Public Works Director Ben Schram (715) 747-6855

The Town of La Pointe is an Equal Opportunity Employer

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Ben, Public

TOWN OF LA POINTE POSITION OPENING

Campground Host 2

Wage \$15.00/hour

Start Date May 24, 2021 to End Date September 9, 2021
Full Time Temporary Employee

Provide Excellent Customer Service to Campers at Big Bay Town Park
Monitor Campground Facilities

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Applications Due April 2, 2021

Applications available at the Town Hall and on the Town's Website
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Questions? Call Public Works Director Ben Schram (715) 747-6855

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Ben, Public

TOWN OF LA POINTE POSITION OPENING

Campground Assistant

Wage \$13.26/hour

Start Date May 14, 2021 to End Date October 11, 2021
Full Time Temporary Employee

Must possess a valid Driver's License
Must be able to perform physical tasks under varying working conditions
Monitor and maintain Big Bay Town Park campground facilities

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Applications Due April 2, 2021

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Questions? Call Public Works Director Ben Schram (715) 747-6855

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MAR 8 2021

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dj

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

TOWN OF LA POINTE POSITION OPENING

Parks I

Wage \$18.36/hour

Start Date May 3, 2021 to End Date October 11, 2021

Full Time Temporary Employee

**Must possess a valid Driver's License.
Must be able to perform heavy physical tasks
under varying working conditions.**

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

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MAR 3 2021

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

TOWN OF LA POINTE POSITION OPENING

Parks 2

Wage \$16.32/hour

Start Date April 5, 2021 to End Date October 15, 2021
Full Time Temporary Employee

**Must possess a valid Driver's License.
Must be able to perform heavy physical tasks
under varying working conditions.**

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

Applications Due April 2, 2021

Applications available at the Town Hall and on the Town's Website
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Questions? Call Public Works Director Ben Schram (715) 747-6855

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MAR 3 2021
dg

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

TOWN OF LA POINTE POSITION OPENING

Parks 3

Wage \$15.00/hour

Start Date May 3, 2021 to End Date September 6, 2021
Part Time Temporary Employee

**Must possess a valid Driver's License.
Must be able to perform heavy physical tasks
under varying working conditions.**

Please Submit Application to
Town Clerk
PO Box 270
La Pointe, WI 54850

APPLICATIONS DUE APRIL 2, 2021

Applications available at the Town Hall and on the Town's Website
www.townoflapointewi.gov
Or call/email the Town Hall at (715) 747-6913/clerk@townoflapointewi.gov.
Questions? Call Public Works Director Ben Schram (715) 747-6855

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RECEIVED

MAR 3 2021

dg

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

TO: Town Board

FROM: Lisa Potswald

RE: MRF Job Descriptions/Staff Reassignment

DATE: February 24, 2021

Included with this memo you will find the new job description for the MRF Recycling Specialist, replacing the MRF Attendant job description. With Ben's and staff's plans to overhaul MRF operations, whoever is in the position will have additional responsibilities not included in the Attendant job description. Joe Abhold will remain in this position.

Ben and I also revised the MRF Supervisor job description. Included with this memo you will find both marked and clean copies. This description was also revised to include additional responsibilities not assigned to past MRF Supervisors.

Ben intends to put Martin Curry in the Supervisor position once Ted retires on March 26, 2021. Barb and I discussed whether the position should be posted, as Marty is currently a part-time employee, and the supervisor position is full-time. There is precedent for the Town Board approving promotions and reassignments within the Town organization without posting. Given this precedent, I recommend that the Town Board approves the MRF job descriptions, and approves Martin Curry as MRF Supervisor, effective 3/27/21.

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FEB 24 2021

Initial: *dg*

JOB DESCRIPTION

MATERIALS RECOVERY FACILITY SUPERVISOR

Immediate Supervisor:

Public Works Director

Classification:

Full Time

An employee in this class of work is responsible for developing, implementing, monitoring, and evaluating activities related to the Town's recycling and waste reduction program. Work is of average difficulty; the employee should possess knowledge of solid waste and recycling methods, procedures, strategic planning, and equipment. Work is performed under general supervision; however, the employee is expected to exercise a significant degree of initiative and independent judgment and work independently and responsibly on projects. This position involves developing educational programs, public awareness campaigns, grant applications, data collection and analysis, and report preparation.

I. DUTIES:

A. PLANNING

1. Prepare preliminary proposals, plans and designs for various projects and ideas to ensure a cost effective and smooth-running operation at the Materials Recovery Facility (MRF).
2. Work with the Public Works Director to prepare and submit an annual budget proposal to the Town Board.

B. SUPERVISION

1. Prepare weekly work schedules.
2. Work with Recycling Specialist and any Town employee assigned to the MRF in the preparation of recyclables and general cleanup of grounds or MRF buildings. Provide daily review of work to be done by MRF employees and ensure that the work is performed correctly and in the most efficient manner.
3. Ensure employee behavior and attendance compliance as outlined in the MRF Recycling Specialist job description and detailed in the Town of La Pointe Employee Personnel Policy Manual.
4. Responsible for safe working conditions and ensuring that all equipment is in safe and efficient working order, including OSHA compliance as required by State law. Routine maintenance shall be performed and documented on all equipment.
5. Supervise operations so workers perform tasks in a manner that does not endanger the health and safety of themselves, their co-workers or the general public. In the event of accident or injury, follow appropriate accident procedures

MRF Supervisor

March 10, 2004, September 8, 2009, March 9, 2021

Page 1 of 3 Pages

and document incident. Notify Public Works Director or Town Hall staff immediately of any accident at the MRF.

C. ADMINISTRATION

1. Maintain records of MRF expenses and income for budget comparisons.
2. Maintain a daily log of activities and tasks performed by self and other MRF employees. This shall include but is not limited to records of:
 - Receipts for garbage and construction materials.
 - Amount and type of recyclables baled.
 - Maintenance performed on equipment and/or buildings.
 - Pick-up and delivery of containers and their contents.
 - Receipts for recyclables sold and their destination.
3. Develop, implement, coordinate, monitor, and evaluate activities related to the Town's recycling, waste reduction and household chemical collection programs complying with federal, state and local guidelines.
4. Cooperate with the Town Administrator to insure successful grant administration.
5. Maintain regular maintenance schedule for MRF equipment and buildings. (Also provide for snow removal to ensure that exits are clear, and equipment is not impeded.)
6. Oversee and develop an updated and relevant education program as per NR 544.04 (keeping the public informed of procedures at the MRF, new laws and clean sweeps through Gazette articles, brochures, and mailings if necessary).
7. Prepare and submit required annual reporting to the WI DNR as required by State law, including maintaining up to date hauling license and DOT inspection sticker valid on roll-off truck.
8. Provide Town Board with a written monthly report by the 1st Regular Town Board meeting of each month and attend Town Board meetings when requested.
9. Record and deposit receipts with Town Treasurer on a regularly scheduled basis.
10. Participate in on-going education pertinent to the MRF supervisor position.
11. To ensure proper operation of the MRF, it is imperative that the MRF Supervisor keep meticulous records and the MRF facility and site be kept clean. (This means the compactor area, the dem/con container area, the oil recycling area, the Exchange Building, the MRF building, and the surrounding woods).
12. Perform related duties as required.

II. QUALIFICATIONS

A. Knowledge of:

1. Principles and practices of recycling and waste reduction.
2. Principles and practices of materials recovery methods and solid waste management.
3. Knowledge of and experience with developing and closely following a budget.
4. Knowledge of Microsoft Office.

B. Ability to:

1. Ability to analyze work situations and direct employees clearly and effectively.
2. Ability to analyze and present data.
3. Experience and ability to operate equipment used at the La Pointe MRF including solid waste compactors, recyclable materials baler, Town of La Pointe's custom glass crusher, Bobcat Skid Steer, John Deere loader/backhoe, and assorted hand and power tools.
4. Demonstrated ability to communicate effectively with Town employees, contractors, and the public and foster a congenial work atmosphere at the MRF.
5. Valid Class D driver's license is required. Class B commercial driver's license with no manual transmission restriction and air brake endorsement preferred but not required.

III. PHYSICAL REQUIREMENTS

- A. Ability to lift 75 pounds on a regular basis and perform heavy physical tasks under varying working conditions.
- B. Ability to bend at the waist, sit, kneel, lay horizontally, climb, walk, etc. as job may require.

NOTE: This is a position that may be exposed to hazardous materials. Hepatitis and/or Tetanus immunizations are available at no charge.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete, from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of the Materials Recovery Facility Supervisor for the Town of La Pointe.

Employee Signature

Date

JOB DESCRIPTION

MATERIALS RECOVERY FACILITY SUPERVISOR

Immediate Supervisor:

Public Works Director

Classification:

Full Time

An employee in this class of work is responsible for developing, implementing, monitoring, and evaluating activities related to the Town's recycling and waste reduction program. Work is of average difficulty; the employee should possess knowledge of solid waste and recycling methods, procedures, strategic planning, and equipment. Work is performed under general supervision; however, the employee is expected to exercise a significant degree of initiative and independent judgment and work independently and responsibly on projects. This position involves developing educational programs, public awareness campaigns, grant applications, data collection and analysis, and report preparation.

I. DUTIES:

A. PLANNING

1. Prepare preliminary proposals, plans and designs for various projects and ideas to ensure a cost effective and smooth-running operation at the Materials Recovery Facility (MRF).
2. Work with the Public Works Director to prepare and submit an annual budget proposal to the Town Board.

B. SUPERVISION

1. Prepare weekly work schedules.
2. Work with Recycling Specialist and any Town employee assigned to the MRF in the preparation of recyclables and general cleanup of grounds or MRF buildings. Provide daily review of work to be done by MRF employees and ensure that the work is performed correctly and in the most efficient manner.
3. Ensure employee behavior and attendance compliance as outlined in the MRF Recycling Specialist job description and detailed in the Town of La Pointe Employee Personnel Policy Manual.
4. Responsible for safe working conditions and ensuring that all equipment is in safe and efficient working order, including OSHA compliance as required by State law. Routine maintenance shall be performed and documented on all equipment.
5. Supervise operations so workers perform tasks in a manner that does not endanger the health and safety of themselves, their co-workers or the general public. In the event of accident or injury, follow appropriate accident procedures

MRF Supervisor

March 10, 2004, September 8, 2009, February 23, 2021

Page 1 of 3 Pages

and document incident. Notify Public Works Director or Town Hall staff immediately of any accident at the MRF.

C. ADMINISTRATION

1. Maintain records of MRF expenses and income for budget comparisons.
2. Maintain a daily log of activities and tasks performed by self and other MRF employees. This shall include but is not limited to records of:
 - Receipts for garbage and construction materials.
 - Amount and type of recyclables baled.
 - Maintenance performed on equipment and/or buildings.
 - Pick-up and delivery of containers and their contents.
 - Receipts for recyclables sold and their destination.
3. Develop, implement, coordinate, monitor, and evaluate activities related to the Town's recycling, waste reduction and household chemical collection programs complying with federal, state and local guidelines.
4. Cooperate with the Town Administrator to insure successful grant administration.
5. Maintain regular maintenance schedule for MRF equipment and buildings. (Also provide for snow removal to ensure that exits are clear, and equipment is not impeded.)
6. Oversee and develop an updated and relevant education program as per NR 544.04 (keeping the public informed of procedures at the MRF, new laws and clean sweeps through Gazette articles, brochures, and mailings if necessary).
7. Prepare and submit required annual reporting to the WI DNR as required by State law, including maintaining up to date hauling license and DOT inspection sticker valid on roll-off truck.
8. Provide Town Board with a written monthly report by the 1st Regular Town Board meeting of each month and attend Town Board meetings when requested.
9. Record and deposit receipts with Town Treasurer on a regularly scheduled basis.
10. Participate in on-going education pertinent to the MRF supervisor position.
11. To ensure proper operation of the MRF, it is imperative that the MRF Supervisor keep meticulous records and the MRF facility and site be kept clean. (This means the compactor area, the dem/con container area, the oil recycling area, the Exchange Building, the MRF building, and the surrounding woods).
12. Perform related duties as required.

II. QUALIFICATIONS

A. Knowledge of:

1. Principles and practices of recycling and waste reduction.
2. Principles and practices of materials recovery methods and solid waste management.
3. Knowledge of and experience with developing and closely following a budget.
4. Knowledge of Microsoft Office.

MRF Supervisor

March 10, 2004, September 8, 2009, February 23, 2021

Page 2 of 3 Pages

B. Ability to:

1. Ability to analyze work situations and direct employees clearly and effectively.
2. Ability to analyze and present data.
3. Experience and ability to operate equipment used at the La Pointe MRF including solid waste compactors, recyclable materials baler, Town of La Pointe's custom glass crusher, Bobcat Skid Steer, John Deere loader/backhoe, and assorted hand and power tools.
4. Demonstrated ability to communicate effectively with Town employees, contractors, and the public and foster a congenial work atmosphere at the MRF.
5. Valid Class D driver's license is required. Class B commercial driver's license with no manual transmission restriction and air brake endorsement preferred but not required.

III. PHYSICAL REQUIREMENTS

- A. Ability to lift 75 pounds on a regular basis and perform heavy physical tasks under varying working conditions.
- B. Ability to bend at the waist, sit, kneel, lay horizontally, climb, walk, etc. as job may require.

NOTE: This is a position that may be exposed to hazardous materials. Hepatitis and/or Tetanus immunizations are available at no charge.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete, from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of the Materials Recovery Facility Supervisor for the Town of La Pointe.

Employee Signature

Date

JOB DESCRIPTION - DRAFT

MATERIALS RECOVERY FACILITY RECYCLING SPECIALIST

Immediate Supervisor:

Materials Recovery Facility Supervisor

Classification:

Full Time Employee

An employee in this class of work is responsible for assisting in developing, implementing, monitoring, and evaluating activities related to the Town's recycling and waste reduction program. Work is of average difficulty; the employee should possess the basic skills to gain knowledge of solid waste and recycling methods, procedures, strategic planning, and equipment. Work is performed under general supervision; however, the employee is expected to exercise some initiative and independent judgment and work independently and responsibly on assigned projects. This position involves assisting with educational programs, public awareness campaigns, grant applications, data collection and analysis, and report preparation.

I. DUTIES:

- A. Under the direction of the MRF Supervisor, assist with developing, implementing, coordinating, monitoring, and evaluating activities related to the Town's recycling, waste reduction and household chemical collection programs complying with federal, state and local guidelines.
- B. Promote recycling by individual residents, multi-family complexes and commercial entities.
- C. Under the direction of the MRF Supervisor, monitor recyclable materials market; reports and acts on potential opportunities.
- D. Assists the MRF Supervisor to develop and coordinate promotional campaigns and programs directed towards keeping the public aware of the value of recycling and buying recycled products.
- E. Utilize computers to develop and prepare reports and correspondence.
- F. Manage all facility operations:
 - o Maintain posted hours. Specialist is to be on location at all times when the Material Recovery Facility (MRF) is open, or at discretion of the MRF Supervisor or Public Works Director. The gates will be shut and locked whenever the MRF is not open.
 - o Maintain the MRF property in a neat and orderly fashion.
 - o To collect fees and issue charge slips as needed for refuse and recyclables and other items as identified by MRF fee schedule.
- G. Deal with the public in a helpful, courteous and professional manner and to educate the public of the necessity to recycle.

- H. Load and haul demolition/construction and other loads to the appropriate locations.
- I. Maintain a maintenance log on equipment serviced.
- J. Perform related duties as required.

II. Qualifications:

A. Knowledge of:

- Principles and practices of recycling and waste reduction.
- Principles and practices of materials recovery methods.
- Solid waste management.
- Operation experience including but not limited to John Deere loader backhoe, Bobcat Skid Steer, and various hand and power tools.
- Class B commercial driver's license with no manual transmission restriction and air brake endorsement is required.
- At least ONE year of over-the-road or related commercial driving experience is required.
- Knowledge of and experience with developing and closely following a budget.
- Knowledge of Microsoft Office.

B. Ability to:

- Analyze work situations and make necessary adjustments.
- Follow oral and written instructions.
- Communicate effectively, both orally and in writing.
- Analyze and present data.
- Establish and maintain effective working relationships with other employees and the general public
- Successfully pass a background check.
- Regularly work weekends.

III. PHYSICAL REQUIREMENTS

- Ability to lift 75 pounds on a regular basis and perform heavy physical tasks under varying working conditions.
- Ability to bend at the waist, sit, kneel, lay horizontally, climb, walk, etc. as job may require.

NOTE: This is a position that may be exposed to hazardous materials. Hepatitis and/or Tetanus immunizations are available at no charge.

This position description has been prepared to assist in defining job responsibilities, physical demands, working conditions, and skills needed to perform essential functions. It is not intended as a complete list of duties, responsibilities, and/or essential functions. This

description is not intended to limit or modify the right of any supervisor to assign, direct, and control the work of employees under supervision. The Town of La Pointe retains and reserves any and/or all rights to change, modify, amend, add to or delete, from any section of this document as it deems, in its judgment, to be proper.

I have read and do understand the duties and responsibilities for the position of the Materials Recovery Facility Recycling Specialist for the Town of La Pointe.

Employee Signature

Date

(5) TB, Lisa, Barb, Miracela,
Ben, Public

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: 3/9/21

Job Title MRF Recycling Specialist

Department Public Works

I make a motion to hire (name) Joe Abhold as (job title) MRF Supervisor at
\$ 23.46 per hour for up to 40 hours per week with a start date of 3/9/21.

PART-TIME/SEASONAL

This position will not exceed _____ hours in total. The position is scheduled to begin on
(date) _____ and will end on (date) _____ unless otherwise determined by
the Department Head.

RECEIVED
MAR 5 2021

NOTE: This form should be completed and distributed to the Town Board prior to each hire being
on the Town Board agenda.

(5) TB, Lisa, Bob, Micaela,
Ben, Public

MOTION TO HIRE EMPLOYEE

TOWN BOARD MEETING DATE: 3/9/21

Job Title MRF Supervisor

Department Public Works

I make a motion to hire (name) Martin Curry as (job title) MRF Supervisor at
\$ 20.00 per hour for up to 40 hours per week with a start date of 3/27/21.

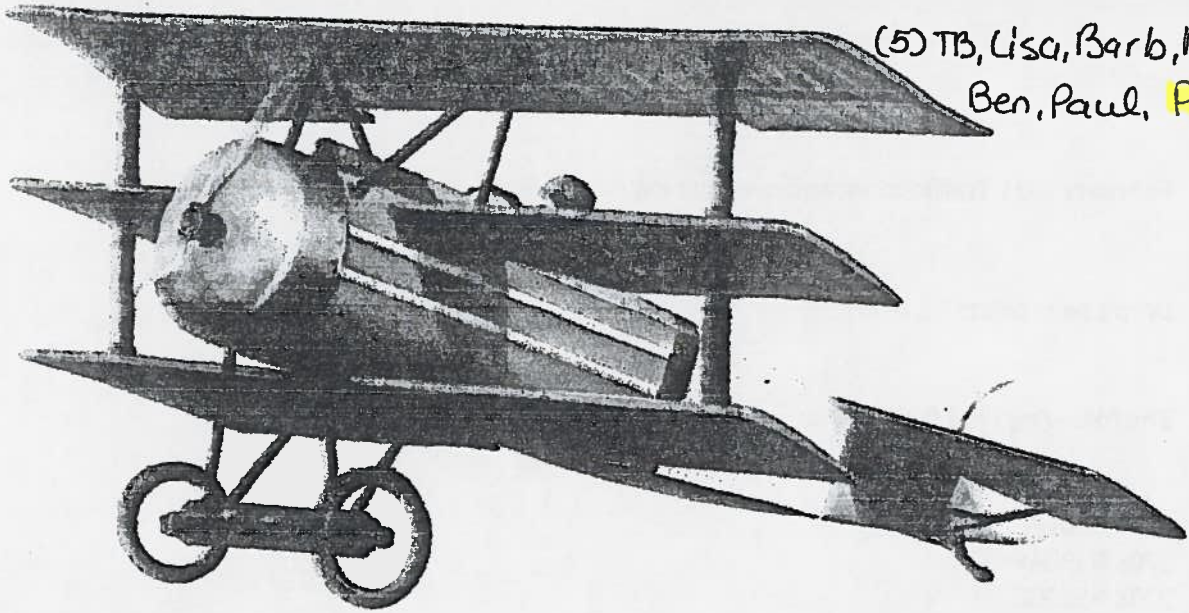
PART-TIME/SEASONAL

This position will not exceed _____ hours in total. The position is scheduled to begin on
(date) _____ and will end on (date) _____ unless otherwise determined by
the Department Head.

RECEIVED

MAR 5 2021

NOTE: This form should be completed and distributed to the Town Board prior to each hire being on the Town Board agenda.



(5) TB, Lisa, Barb, Michael
Ben, Paul, Public

Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 03/03/21

Re: Monthly report for February 2021

During the month of February our airport was issue free !

Attached are logs / checklists

Thanks !

Paul

cover + 3

RECEIVED

MAR 3 2021

Initial: dg

February 2021 Traffic count and revenue log / checklist

Drop box receipts \$ 0.00

The following filed flight plans:

**2/03 N30TP
2/03 N192AF
2/08 N510CC
2/08 N2436N
2/09 N899VL
2/13 N192AF
2/18 N30TP
2/20 N30TP
2/20 N55RY
2/24 N868AT**

See attached sign in sheet (s) for additional traffic counts

2/21 Terminal log

2/17	J. Stevens	7970f	1	f	toB	
2/18	J. Stevens	307P	4	P	RKH	2012.418.19005
2/19	J. Stevens	303US	2	P	R6K	
2/20	J. Stevens	7970f	1	f	toB	
2/20	R. Novak	9490H.	2	P	GTC	

Run 18 total records

Available Reports

Civil Airport Coordination Report

Civil Airport NOTAM Report

NOTAM Action Report

USNS NOTAM Action Report

xSnowIssues

Filter Name	Filter Value
Location	4R5
Status	Active,Cancelled,Expired
Keyword	
Date Range (Start)	02/01/2021
Date Range (End)	02/28/2021

Reference...	NOTAM N...	NOTAM Text	Designator	Recipient ...	Contact In...	Organizati...	St
58498548	02/271	IGRB 02/271 4R5 RWY 22 FICON 25 PCT C...	4R5	Paul	airport@to...		02/
58554307	02/338	IGRB 02/338 4R5 RWY 22 FICON 4/4/4 50 ...	4R5	Paul	airport@to...		02/
58554307	02/338	IGRB 02/338 4R5 RWY 22 FICON 4/4/4 50 ...	4R5	Paul	airport@to...		02/
58570843	02/407	IGRB 02/407 4R5 RWY 04/22 WIP SN REM...	4R5	Paul	airport@to...		02/
58572542	02/415	IGRB 02/415 4R5 RWY 22 FICON 4/4/4 75 ...	4R5	Paul	airport@to...		02/
58570843	02/407	IGRB 02/407 4R5 RWY 04/22 WIP SN REM...	4R5	Paul	airport@to...		02/
58587790	02/474	IGRB 02/474 4R5 RWY 22 FICON 4/4/4 75 ...	4R5	Paul	airport@to...		02/
58572542	02/415	IGRB 02/415 4R5 RWY 22 FICON 4/4/4 75 ...	4R5	Paul	airport@to...		02/
58605046	02/529	IGRB 02/529 4R5 RWY 22 FICON 4/4/4 50 ...	4R5	Paul	airport@to...		02/
58703458	02/629	IGRB 02/629 4R5 RWY 22 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58726284	02/660	IGRB 02/660 4R5 RWY 22 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58703458	02/629	IGRB 02/629 4R5 RWY 22 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58741436	02/701	IGRB 02/701 4R5 RWY 22 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58726284	02/660	IGRB 02/660 4R5 RWY 22 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58761713	02/770	IGRB 02/770 4R5 RWY 04/22 WIP SN REM...	4R5	Paul	airport@to...		02/
58792410	02/863	IGRB 02/863 4R5 RWY 04 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58838683	02/831	IGRB 02/831 4R5 RWY 04 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/
58838683	02/831	IGRB 02/831 4R5 RWY 04 FICON 3/3/3 100 ...	4R5	Paul	airport@to...		02/

2/21 NOTAM

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

TO: Town Board

FROM: Lisa Potswald

RE: Chapter 185 - Airport Ordinance

DATE: February 16, 2021

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

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

Please let me know if you have any questions.

RECEIVED

FEB 16 2021

Initial dg

Chapter 185

AIRPORT

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

ARTICLE I Statement of Policy [Adopted (DATE)]

185-1 STATEMENT OF POLICY.

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

ARTICLE II AIRPORT OPERATIONS

185-2. DEFINITIONS.

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

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

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

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

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

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

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

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

STRUCTURE - Any object constructed or installed by man.

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

185-3. AIRPORT LAND USE.

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

185-4. AIRPORT OPERATION POLICIES.

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

A. The Owner shall refrain from engaging in any activity or providing any service, excluding Airport maintenance, using public employees or funds that can be conducted or provided satisfactorily by private parties through proper lease arrangements.

B. The Owner shall encourage the development of the Airport, especially in those areas where substantial building costs are incurred by lessees, by approving long-term leases which provide for the reexamination and readjustment of rates and charges at specified periods of time during the term of the lease.

C. The Owner may provide or participate in the installation of utility service up to a lessee's property line. The lessee shall bear such costs on his/her leased property.

D. No person shall engage in any business or commercial activity unrelated to airports on the Airport property without prior approval from the Airport Manager. Business activities unrelated to airports can occur on industrial leased property.

E. Buildings to be constructed by lessees shall conform to all state and local building codes, and the building plans shall be subject to the approval of the Town of La Pointe Zoning Administrator; Wisconsin Bureau of Aeronautics; and the Federal Aviation Administration.

ARTICLE III HEIGHT AND USE RESTRICTIONS

185-5. ZONES.

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

185-6. HEIGHT LIMITATION ZONES.

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

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

185-7. INTENTIONALLY OMITTED.

A. Exceptions.

185-8. NONCONFORMING USES.

A. Changes. Nothing herein contained shall require any change in the construction, alteration or intended use of any structure, if the construction or alteration of such was begun prior to the effective date of this chapter and if such is diligently prosecuted.

B. Removal. This article shall not interfere with the removal of nonconforming uses by purchase or the use of eminent domain.

C. Any nonconforming uses may not be changed, extended, or expanded. However, routine maintenance and repairs are allowed on nonconforming uses and structures.

D. If any nonconforming use is discontinued for a period of twelve (12) months, any future use of the building and/or premises shall conform to this Ordinance.

E. Once a nonconforming use or structure has been changed or altered so as to comply with the provisions of this Ordinance, it shall not revert back to a nonconforming use or structure.

185-9. PERMITS.

A. Future Uses. No structures shall hereafter be constructed, erected or installed, or be permitted to remain in any zone created by 185-5 until the owner or his/her agent shall have applied in writing for a permit therefor and obtained such permit from the Town of La Pointe Zoning Administrator. Said permit shall be posted in a prominent place on the premises prior to and during the period of construction, erection, installation or establishment.

B. Existing Uses. Before any nonconforming structure may be replaced, altered, or rebuilt, a permit shall be applied for and secured in the manner prescribed by paragraph A authorizing such change, replacement or repair.

185-10. USE RESTRICTIONS.

A. The Town may take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the erection of any building or other structure at the Airport which, in the opinion of the Airport Manager, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation. No lease agreement pursuant to subsection B herein or any other commitment shall limit or reduce the Town's ability to take actions as provided in this subsection A.

B. The Town may enter into lease agreements with private parties for the use of the Airport, including the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Town in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the private party's plane, the right of ingress and egress from the described premises, the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of said private parties.

C. No private parties may erect signs or advertising matter without the consent of the Town.

D. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in/on the Airport premises unless they are stored in accordance with state rules and regulations and local fire codes.

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

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

ARTICLE IV

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

185-11. DEFINITIONS.

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

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

PEDESTRIAN - Any person afoot.

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

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

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

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

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

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

185-13. SPEED OF VEHICLES.

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

185-14. PEDESTRIAN TRAFFIC.

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

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

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

185-16. ENFORCEMENT. ⁶

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

185-17. VIOLATIONS AND PENALTIES.

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

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

A. Property shall not be abandoned on the Airport.

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

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

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

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

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

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

ARTICLE V CONDUCT AND RIGHTS RESERVED

185.19. CONDUCT.

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

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

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

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

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

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

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

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

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

185.20. RIGHTS RESERVED.

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

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

185.21. RESPONSIBLE PARTY.

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

185.22 . ENVIRONMENTAL CLEANUP.

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

185.23. WEAPONS AND EXPLOSIVES.

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

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

185.24. ALCOHOLIC BEVERAGES.

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

185.25. TRASH AND OTHER WASTE CONTAINERS.

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

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

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

185.26. FIRE.

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

- B. Entities shall comply with all directives issued by the Airport Manager regarding the removal of fire hazards, arrangement or modification of vehicles or equipment, or altering operating procedures considered unsafe from a fire prevention standpoint.
- C. Smoking, matches, lighters, or any open flames are prohibited within 50 feet of any Aircraft, refueling vehicle, fuel storage facility or any aircraft being fueled or defueled.
- D. Any hostile fires (regardless of the size of the fire or whether or not the fire has been extinguished) shall be reported immediately to "911" and the Airport Manager.
- E. No person shall tamper with any fire extinguisher equipment at the Airport or use the same for any purpose other than firefighting or fire prevention. All such equipment shall be in conformity with the NFPA and may be inspected by the Airport Manager at any time. Tags showing the date of the last inspection shall be attached to each unit at all times.
- F. No person shall block or modify any self-closing fire door at the Airport or do anything which would interfere or prevent its closing in the event of a fire.

185.27. HAZARDOUS WASTE AND MATERIALS.

- A. No entity shall store, keep, handle, use, dispense, discharge, or transport on the Airport any hazardous material in contravention of any regulatory measure.
 - 1. Safety Data Sheet (SDS) for all Hazardous Materials shall be maintained on site so as to be readily available to emergency responders in the event of an emergency and for review by the Airport Manager and the Fire Marshal.
 - 2. No entity shall use, keep or permit to be used or kept, any foul or noxious gas or substance at the Airport, or permit or suffer the Airport to be occupied or used in a manner offensive or objectionable to the Airport Manager or other users by reason of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business therein.
- B. No fuels, oils, dopes, paints, solvents, acids, or any other hazardous waste shall be disposed of or dumped in drains, on aprons, catch basins, ditches or elsewhere on the Airport.
- C. Any person who causes overflowing or spilling of oil, grease, Aircraft batteries, fuel and/or similar material or substance anywhere on the Airport is responsible for the immediate cleanup of the spill, proper disposal of the substance, and notification to the Airport Manager. Failure to clean the area and properly dispose of the substance may result in the Airport providing cleanup and disposal at the expense of the responsible party pursuant to section 185.22 herein.
- D. All empty oil, paint and varnish cans, bottles, or other containers shall be removed from the Airport in a timely manner, in the sole discretion of the Airport Manager, and shall not remain on the floor, wall stringers, or overhead storage areas of the hangars, offices, shops, or other buildings.
- E. Aviation fuels or automotive gasoline in quantities greater than five (5) gallons per container shall not be stored at the Airport without the prior written permission of the Airport Manager.
- F. It is illegal to dispose of lead-acid batteries on Airport property. Abandoning lead-acid batteries on the Airport or placing them in waste dumpsters constitutes illegal hazardous waste disposal and can be prosecuted under state law. Contact the Airport Manager for proper disposal of lead-acid batteries.

185-28. SPECIAL EVENTS.

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

185-29. EMERGENCY CONDITIONS, ACCIDENTS OR INCIDENTS.

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

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

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

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

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

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

185-30. ADMINISTRATION.

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

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

TO: Town Board

FROM: Lisa Potswald

RE: Statement of Project Intentions for Major Gilbert Field

DATE: March 3, 2021

The Wisconsin Bureau of Aeronautics (BOA) requires all municipalities with airports to file a Statement of Project Intentions each year. Each airport in Wisconsin receives federal entitlement funds based on need, so the BOA uses this information to best distribute yearly funding.

The Town's yearly distribution, if not used, can be distributed to other projects across the state, with the understanding that, when the Town does have a project, the accumulated yearly funding will be allotted to the Town's project. The Town is required to contribute up to 5% of most project funding; sometimes it may be less.

Paul Wilharm and I have reviewed previous Statement of Intentions for the Major Gilbert Airport and recommend the attached Statement for 2021 through 2026. To submit this to the BOA, the Town must approve the attached Resolution.

Please let me know if you have any questions.

RECEIVED

MAR 3 2021

Initial: dg

STATEMENT OF PROJECT INTENTIONS FOR Major Gilbert Airport, La Pointe, WI AIRPORT

Fiscal Year	Description of Improvement	Size of Improvement	Estimated Cost (if known)	Anticipated Petition Date
2021	Approach Clearing		\$15,000.00	
2022	Approach Clearing		\$15,000.00	
2023	Study/Design for Rehab/Construction of Terminal Building Approach Clearing		\$25,000.00 \$15,000.00	
2024	Rehab/Construction of Terminal Building Approach Clearing		\$100,00,000-\$600,000.00 \$15,000.00	
2025	Approach Clearing		\$15,000.00	
2026	Approach Clearing		\$15,000.00	

For 2027 & later, please attach additional pages.

EXAMPLE DESCRIPTIONS OF IMPROVEMENTS:

Reconstruct runway, replace runway lighting, construct runway extension, construct or expand apron, develop hangar area, construct terminal building, acquire land, clear runway approaches, develop auto parking, prepare master plan, purchase snow removal equipment. List the size of the improvement in acres, square yards, length, width, or as appropriate.

RESOLUTION

RESOLVED, by the Town of La Pointe Board of Supervisors that the attached list of proposed improvements are in the best interest of the Major Gilbert Airport; and

WHEREAS, Wisconsin Statutes require a Statement of Project Intentions from airport owners contemplating federal and/or state aid within the next six years; and

WHEREAS, this Six Year Statement of project Intentions is used by the Department of Transportation, Bureau of Aeronautics for planning and budgeting purposes and is not a petition for federal and/or state aid; and

NOW, THEREFORE BE IT RESOLVED that this governing body contemplates requesting federal and/or state aid for the projects listed on the attached schedule of airport improvements.

Resolution introduced by

Jim Patterson Town Board Chair

Mike Anderson Town Board Supervisor

Sue Brenna Town Board Supervisor

Glenn Carlson Town Board Supervisor

John Carlson Town Board Supervisor

CERTIFICATION

I, Micaela Montagne, Clerk of The Town of La Pointe, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a Regular Town Board meeting on _____, 2021, adopted by a majority vote, and recorded in the minutes of said meeting.

Clerk