

TO: Town Board FROM: Michael Kuchta

RE: Town Administrator's Report

DATES COVERED IN REPORT: Sept. 29-Oct. 5, 2021

1. Accomplished/Completed

No updates

2. Coming Up

- Wisconsin Towns Association Convention. I am attending the convention on Monday Oct. 11. I expect to attend workshops on USDA rural development funding, updating a town comprehensive plan, and road funding. I should be back on the island in time for the Oct. 12 TB meeting.
- Workshops. The Library's Community Center work group will give you a presentation at 5 p.m. this Thursday, Oct. 16. Budget workshops are scheduled for 5 p.m. on:
 - o Monday Oct. 18 (Police, Fire, Ambulance)
 - Wednesday Oct. 20 (Library, TPC, Committees)
 - o Thursday Oct. 21 (Public Works, Cemetery, Health Center)
 - Wednesday Oct. 27 (general government and follow-ups).
- Covid Protocols. The current resolution for meetings, vouchers, etc. expires on Oct. 30.

3. Town Board Agenda - Information/Comments

- Purchase Agreement for Passenger Shelter. This agreement is ready for your approval. A
 dedicated memo and other supporting materials are in your packet.
- Amended Contract for Rec Center Restrooms. The amendments (highlighted in the preamble and Section 5) incorporate work Town crews will do, as reflected in Change Order #1, which you approved on Sept. 14. The Town Attorney has signed off on the amendment language.
- Purchase Agreement for Cemetery Shed. This agreement with Carlson Building Supplies is ready
 for your approval. Supporting documentation includes Town electors' approval of this project,
 and the sextons' contributions to the building.
- Ambulance Service. The budget proposal you will review later this month contains two proposals that will address the staffing and retention issues Sarah Schram raised in her letter to you.

4. Follow Up on Previous/Ongoing Projects

No updates.

5. Grant Report

 Compeer Financial. We did not receive grants for Ambulance Service radios or Fire Department turnout gear. A grant officer said they typically award only one grant per county and typically give preference to communities with a large agricultural sector. We were encouraged to apply again in 2022

6. Lawsuits/Legal Issues

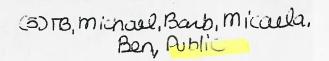
No updates.

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7. Other Information

- Friends of Madeline Island Historical Museum. I continue to facilitate discussion among residents who plan to form a Friends group to support and advocate for the museum. They will focus on approving bylaws at their next meeting, Monday Oct. 18
- Vacation. I am out of the office Oct. 6-8, then traveling to and from the WTA Convention on Oct. 11-12.



September 2021 Public Works Report

Roads/Dock

- The final dust abatement and gravel road binding test of the year took place with the Road crew spreading a 1/2 ton of flake magnesium chloride on the MRF road via sand spreader, directly after grading and watering, and it has held up even better than anticipated. The Mag Chloride we would like to purchase next year is very high grade, and its hygroscopic qualities draw moisture which eliminates dust and binds the fines of the gravel mix. The crew also spread 1 ½ tons amongst Chippewa Trail, Old Fort Road, Sunny Slope Road, Voyager Lane, and Big Arn's Road.
- Sidewalk repairs took place on Whitefish Street and Michel Cadotte Road while the Roads crew piggybacked on a concrete delivery for the library's outdoor classroom.
- As I worked through the budget, including the Roads and Parks anticipated Capital
 Equipment Plan through 2030, the crew and I will be suggesting the auction of some
 larger items and equipment that we either do not have a need for, have become
 obsolete, or we do not use for any purpose any longer. I hope to set these items up for
 auction next spring, stay tuned.
- 4 culvert replacements around the island, as well as some spot ditching along areas of North Shore Road are planned for this fall, weather depending.

Parks

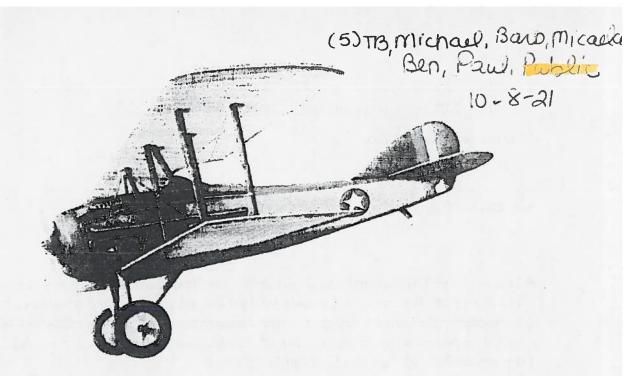
- Nelson Construction crew did a fantastic job with the long awaited and much appreciated Joni's Beach shoreline stabilization project, which essentially saved the memorials from erosion and future Lake Superior wave action.
- After years of work, along with many displeased public bathroom seekers and
 playground users, I am very happy that the Town has contracted with Angelo Luppino to
 remodel the Rec Center building. With modern ADA restrooms, a renovated Rec room,
 and Town crew completing the playground, the Rec Center facility is finally on track to
 be better than ever by the spring of 2022.
- The solar arrays behind the Clinic and Library were adjusted accordingly after the Autumnal Equinox.
- Big Bay Town Park's steady flow of campers has dropped off, but there was a
 considerable amount of day trip visitors this month. The lagoon is substantially closed
 off from the Lake due to the lower Lake levels and lack of rainfall. Overall, the weather
 has been good and projected Fall shutdown is Monday, October 18th.

Misc./Admin.

 I spent a lot of time working through the MRF, Roads, Parks, Airport and Cemetery budgets this month. Thank you to Barb Nelson's heroic efforts and patience with me.
 We have a good plan looking forward and I will be lobbying for department specific proposals at the public meetings next month.

Respectfully submitted, Ben Schram Public Works Director

RECEIVED



Major Gilbert Field (4R5)

To: Town Board

From: Paul Wilharm

Date: 10/08/21

Re: Monthly report for September 2021

During the month of September our airport was issue free!

Attached are logs / checklists

Thanks I

Paul cover + 8

September 2021 Traffic count and revenue log/checklist

Drop box receipts \$ 410.00

See attached flight plan log and terminal log for traffic counts

Please note > when I started this position I set it up with flight aware so I get an e-mail when anyone files a flight plan. This has always been helpful as I also get an e-mail when they land. This is one resource for traffic counts. In the past I manually typed these on this sheet. One time I printed the e-mails which generated much paper. Today it's a manual written log to save time. ALSO NOTE > Not every aviator files flight plans and/or signs in on arrival.

9/1 N1483M N67255 9/6 N8457H N 68PM 9/1 9/6 9/6 N295EC N7114A 9/2 NZY71U N4968F 9/6 9/2 N 96418 N710W6 9/7 9/2 N 192AF 9/9 N814Q 9/3 N2471U 9/10 N8414N 9 3 9/11 N977413 N8116Q 9/4 9/11 N7016N 9/4 N7615P 9/11 N 3140P N20387 9/4 9/11 N82144 N 4538W 9/4 9/11 N192AF N 302W4 9/4 9/12 N9789H N770BD 9/4 9/12 N6342B ū 9/4 N79843 9/12 N26106 NIOYFM 9/12 N35 WC 9/4 N 385CP 9/12 N/04 FM 9/5 9/13 N738VY N218MN 915 9/14 N28J6 9/6 N533JB NIGAUTA 9/14

9/14 NJZ9TA 9/15 NI9ZAF N 61761 9/17 N 50875 9/17 N 3968 N 9/17 N 228MM 9/18 N 346 B.A 9/19 N9761X 9/19 9/19. N 84748 N.8192L 9 (9 N* \$732V 9/19 N 188F 9 1 NIOYFM 9 19 N 39647 9/21 9/22 NZZSZY N188F 9/22 N17244 9/22

N50375 9/23 N 200 N W 9/23 N363DS 9/23 N 3470 N 9/25 9 25 N192 AF NS88 DA 9/26 N9211M 9 (26 N92922 9/26 NIOUBP 9/27 NIPAAF 9/28 N7921W 9/58 N 30 AW 9/29 N2653M 9/29 N4601C 9/29 N3YU 9/29 N 13628 9/30

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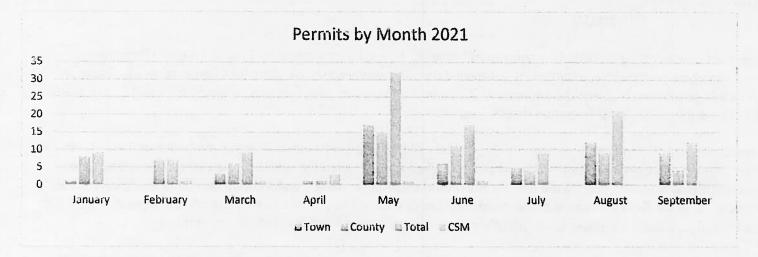
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Available Reports			*	Reference	NOTAM N	NOTAM Tend	Desig
Civil Airport Coordination	Report			61639648	09/163	IGRB 09/163 4R5 RWY 04/22 CLSD 2109171558-2109171657	4R5
Civil Airport NOTAM Rep	nort			61640126	09/165	IGRB 09/165 4R5 RWY 04/22 CLSD 2109171705-2109171804	4R5
Count of NOTAMs per da	By		*	61640126	09/165	'GRB 09/165 4R5 RWY 04/22 CLSD 2109171705-2109171804	4R5
Count of cancellations pe	er day			61655990	09/192	IGRB 09/192 4R5 RWY 04/22 WIP GRASS CUTTING ADJ 2109201352-21	4R5
Multi-Part NOTAM List				61678941	09/216	IGRB 09/216 4R5 RWY 04/22 WIP SURVEY WORK ADJ 2109221332-2109	4R5
NOTAM Action Report							
Filter Name	Filer Value						
Location	4R5						
Status	Active,Cencelled,Expired						
Keyword							
Date Range (Start)	09/01/2021						
Date Range (End)	09/30/2021						



Recipient ... Contact In... Or

Zoning Report 10/5/21 Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 1 of 3

9/1/21	8391	- IV	Rob Karwath		Islewood	014-00002-0600	Fill and Grade	150.00C	9/1/21
9/11/21	0001		1 IOD (Alwah)		10104000	017 00002 0000	I iii dilo Ciddo	100.000	0,1121
9/7/21	8478	2021-87	Lucy Sievers	TBA	Sunnyslope	014-00339-0200	Driveway	50.00T 150.00C	9/7/21
9/9/21		2021-88	Regina LaRoche-Theune	ТВА	Middle Rd	014-00181-1550	Land Use	75.00T	9/9/21
9/14/21	8479	2021-89	Mark Grau	TBA	North Shore	014-00068-2100	Driveway	50.00T 150.00C	9/14/21
9/14/21		2021-90	Lisa Caswell	ТВА	Mondamin C	014-00214-0500	Driveway access	50.00T	9/14/21
9/14/21		2021-91	Robert Hartzell	ТВА	Mondamin access	014-00206-1500	Easement/Caswell Land Disturb	50.00T	9/14/21
9/14/21		2021-92	Schuppe John and Jane	461	Mondamin	014-00206-2500 014-00272-0232	Home Occupation Legally combined	25.00T	9/14/21
9/14/21		2021-93	Schuppe John and Jane	461	Mondamin	014-00206-2500 014-00272-0232	Camper Legally combined	75.00T	9/14/21
9/21/21	8480	2021-94	Summitonka	3469	Big Bay	014-00023-0300	Driveway	50.00T 150.00C	9/21/21
9/21/21		2021-95	Tavis Pearson	*715	Miller Farm	014-0196-0500	Accessory	123.00T	9/21/21



To date there have been 53 Permits issued by the Town of La Pointe To date there have been 64 Permits issued by The County of Ashland

Zoning Report 10/5/21

Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 2 of 3

REVENUES TO DATE

\$14,300.00
(3,000.00)
11,900.00
6,377.25
1,500.00

TOTAL

\$19,777.25 (Last month's total failed to subtract AT&T refund from the County Zoning Department)

RENTAL PERMITS

56 Rental by Owners	\$ 6,900.00
39 Madeline Island Vacation	4,875.00
37 The Inn on Madeline Island	4,625.00
132 Total Rentals Properties	
TOTAL	\$16,500.00

Mr. Hartzell continues to pursue his "Expandable Condominium" project. Formally presented as "Gitche Gumee Glamping Expandable Condominium" (survey attached to hard copy). I have a tentative meeting scheduled with him on 10-6-21. There are several issues related to this proposal which will be addressed. This meeting at his request includes Arnie Nelson and I have asked Mike Starck Town Plan Commissioner to sit in on this discussion.

In a recent memo circulated to the Town Board referencing the Rental of "Incident Dwellings". I am of the belief that the "Glamping Units" proposed in this Expandable Condominium are Incidental Dwellings and as such the rental of such currently needs to be supported by a "Single-Family Dwelling". While the density maximum in an expandable condominium needs to be density neutral e.g., If you have 5 acres eligible for R-1 or 1 acre lots, the maximum condos would be 5, even though the are not separated by 1 acre property boundaries. In applying the zoning standards, all other Zoning requirements and restrictions are applicable.

In any event I believe each "Incidental Dwelling" would need to be in tandem with a Single-Family Dwelling to be eligible to rent. The Town Board may elect to extend the current rental ordinance or rescind the rental of incidental dwellings, (Campers, etc).

Zoning Report 10/5/21

Routing: TB (5), TPC (5), Clerk (1), Assistant Clerk (1) Email Staff: (5) Page 3 of 3 Issues I will be discussing with Mr. Hartzell on 10-6-21

1. The proposed parking lot indicated on the survey will require a Conditional Use Permit Application.

2. The Cart paths indicated on the survey are substandard as related to our Private Roads and Driveway ordinance. All dwellings created or constructed following the adaptation of this ordinance require access defined in minimum standards.

3. The type of structure proposed is not designed for residential single-family dwelling. It is specifically designed and promoted as vacation rental and as such becomes a Commercial Activity in a Residential Zone.

I am mindful of the fact that an individual property owner can construct a permitted "Glamping Unit" but as our ordinance stands this is ineligible for rent or sublet unless there is a supporting Single-Family dwelling and no other "Accessory Dwelling".

I will circulate a memo to the Town Board following the discussion outlined above.

Mr. Hartzell has not submitted further plans related to applying for a Conditional Use Permit related to the "Spa" as addressed in a previous ZA report.

Craftivity

Mr. Meech proposed an amendment to his most current Conditional Use Permit. His amendment was the redaction of several conditions. This redaction would result in the facility being able to rent and serve food to anyone with or without classroom or educational participation. In meeting with Mr. Meech, I informed him that the TPC cannot even consider this amendment as a "Resort" (which this would become) is not a permitted or Conditional Use allowed in W-2. He does have the option to apply for a "Use Variance", but I informed him he must be able to demonstrate a "hardship" as defined in our Zoning ordinance.

He has been invited to address the TPC on 10-7-21 regarding changes he believes the TPC should consider in zoning and also in the Comprehensive Plan.

Respectfully submitted by Ric Gillman, ZA on 10/6/21

GITCHE GUMEE GLAMPING EXPANDABLE CONDOMINIUM LOT 3 OF CSM NO. 323, RECORDED IN VOLUME 2, PAGES 186-187, AS DOCUMENT NO. 267035, AND OTHER PARCELS OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4, SW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4, ALL IN SECTION 32, T. 50 N., R., 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN MANAGER MAN Œ SOUTH LINE OF THE SW 1/4 OF SECTION 32, BEING N 89'30'07' W TOTAL AREA 107.1 3,746,920 SQ. FT. 86.02 ACRES (EXCLLIDING ROAD RIGHT OF WAY) 10 9 UTILITY/SYMBOL LEGENO (N 1938'00" W, 192 04') 5 89'29'29" E, 192.04' SOUTH SHORE POAD S 1/4 TO SW CORNER - N 89'30'07" W. 2658.58" LEGEND

• FOUND MONUMENT, 1-1/4" IRON PIPE, UNLESS NOTED

• 1" x 18" :RON PIPE, WEIGHING 1.13 LBS/FT

SET THIS SURVEY CLIENT: ROBERT HARTZELL SCALE 1 INCH = 200 FEET FILE:N/TSONR3W/SEC32/ PSDATA/N20_123 ACAD_GTICHE GUMEE GLAMPH NELSON CENTO. NZO/123

ORAFTED BY: P NELSON

AUGUST 2, 2021

NB. 419 PG. 99

FELDWORK COMPLETED: X/XX/XX SURVEYING INCORPORATED
SURVEYING YOUR NECK OF THE WOODS SINCE 1954 SET THIS SURVE!

() RECORDED INFORMATION

ALL PRE DVENSORS ARE QUISDE DIMER

GITCHE GUMEE CLAMPING EXPANDABLE CONDOMINIUM

LOT 3 OF CSM NO. 323, RECORDED IN VOLUME 2, PAGES 186-187, AS DOCUMENT NO. 267035, AND OTHER PARCELS OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4, SW 1/4 OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4, ALL IN SECTION 32, T. 50 N., R., 3 W., IN THE TOWN OF LAPOINTE, ASHLAND COUNTY, WISCONSIN

UNIT CORNER TABLE

USST POINT	ROTTHING	EASTING
1A	386937.14	529477.34
1B	386960.35	529536.18
ZA	388907.48	829597.77
78	385943.43	523649.81
3A	386982.65	529594.36
39	367000.82	529754.94
44	385952,13	529873.17
48	388598.64	529839.41
5A	386520.52	529513.24
58	388543.34	529572.23
BA	384588.08	529693.87
68	386588 08	529757.12
7A	385579.00	529853.92
78	355579 00	529917.17
BA	358490.32	530074.69
EB .	385490-32	5301.37.94
94	386743 38	530058.71
98	386243.36	230121.95
10A	388355.50	529883.21
108	385303.50	529948.46
TIA	384309.93	
118	385309.93	
124	385287.00	
128	385257.00	
13A	385227.54	529834.63
138	388227.54	
148	386111.25	
148	386087,15	
15A	3/45023.72	
158	385004,91	529445.64

63.25°

TYPICAL UNIT 4,000 SQ. FT.

63.25

UNIT DETAILS

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SECTION CORNER TABLE

SECTION CORNER	MORTHING	EASTING
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C 1/4 (1-1/2° P)	387040.85	530211.92

UNIT DETAILS AND NOTES

CLENT: ROBERT HARTZELL JOB NO: NOVIZI DAVIED BY: P. MELSON AUGUST 2, 2021 NO. 419 PG. 29 FELDWORK COMPLETE: K/XI/XX

SCHE I MON = 200 FEET FILEN/ISOMPLIN/SECSE/ PEDATA/NEO_IEI ACAD_CITCHE CLAMPING

NELSON SURVEYING INCORPORATED

SURTING YOUR AFTE OF THE POODS SANCE 1984

ACCOUNTING ADMINISTRATOR'S REPORT

October 2021



1. FINANCIALS:

a. 2022-2024 Budget:

- 1. The first process of reviewing the budget files have been done both by myself and Michael. This morning, I have removed access to the actual department budget files and I will start try to make sure all the noted projects and purchases are in the budgets and will then start on flipping each budget into the "master" 2022 budget file. Once that has been done, formulas and comparisons will take place. When Michael returns, we will have a day or two for reviewing, before all the files will be printed out and put into your 2022 budget books.
- 2. As in the past, I will be interested to hear what did/would make the budget process easier for both the department heads and the Town Board.
- 3. Michael and I have done a quick calculation of the WI Dept of Revenue's (WI DOR) allowable tax levy and will insert that figure into the budget sheets.

b. Grants:

- 1. Recycling: The Town's Responsible Unit Grant (RUG) application for 2022 was completed and submitted to the WI DNR by the Oct. 1st, 2022 deadline. This grant application reflects what budgetary recycling expenses and revenues expected in 2022. Most of the calculations were done by Marty, and he filed the report on-line.
- 2. Airport CARES: As soon as I am able, I plan to put together the first reimbursement request for airport expenses.
- c. County Library Exemption resolution: This resolution is on the Town Board's agenda for review and approval; it reflects the Town spends more in the town's budget for library services as opposed to what the Town's share of the Ashland County Library budget would be, thereby exempting the Town's from the County Library levy.

d. Billings:

- 1. Ashland County:
 - 1. 3rd Qtr. Town maintenance to County H will be billed after this payroll
 - 2. 4th Qtr. Police & Squad Car Budget for 2021 was billed
 - 3. 3rd Qtr. budget request for Zoning for 2021 was billed
- 2. September MRF billings are being done as well as various misc. billings.

e. 2021 Budget:

- 1. Another budget amendment will be drafted for some of the un-budgeted expenditures that are being done and shifting of funds to pay for these items. I had hoped to have the amendment ready for this agenda but I haven't been able to work on it yet.
- f. 2020 Audit: The auditor was off during August but is starting to get back to the Town's reporting. In the meantime, we have come up with a couple additional internal checks and balances for reviewing transactions.
- g. Accounting Software: I've received demonstrations from two firms and will need to schedule a block of time to compare and make a recommendation. Paychex, who owns Oasis, has reached out to see if the Town would be interested in other payroll options they have, instead of converting payroll processing back in house, as well as modules for employee data entry, etc. Glenn is familiar with what they have to offer and has volunteered to assist with reviewing the softwares and options available.

Respectfully submitted.

Accounting Administrator/Deputy Clerk

Dato Mison

(5) 13, Michael, Balo, Miraula, Bill, 16



LA POINTE POLICE DEPARTMENT

MADELINE ISLAND 270 MAIN STREET LA POINTE, WISCONSIN 54850

PHONE: (715) 747-6913 FAX: (715) 747-3096 police@townoflapointewi.gov

To:

Town Board

From: William Defoe

Date: 10/7/2021

Re: Monthly Police Report for September 2021

During the month of August 2021, the La Pointe Police responded to the following:

293 Incidents/Complaints (calls for service)

60 Citizen Assists

Accidents 1

1 Civil Process

17 False Alarm/911 hang up calls.

7 Call Out

4 **Animal Calls**

2 **Parking Citations** RECENTAL DE

Its over!!! Summer is over, bring on the cooler temps, colorful trees and a well deserved slow down for all the island residents, speaking of slowing down, we are still seeing quite a few people exceeding the speed limit on the island. What is odd is that it is quite a bit more than previous years, please remember that there is no speed limit higher than 40 anywhere on the island and be watchful for changes in speed limits, we have signs with flags on them and signs with flashing lights around the speed limit sign, for some reason, those signs are still being ignored.

September saw quite a few 911 hang-up calls again, more than August, please know your phones. These calls tie up dispatch and officers time needlessly.

Officers are taking some training, in September two officers attended their biannual required Emergency Vehicle Operations Course with Bayfield County. Three of our officers are schedule to attend a one-day training on Domestic Violence in Red Cliff on October 6.

I attended a regional Police Chiefs Meeting in Rice Lake in September, I can honestly say that employment problems are still high within the profession, there are currently 30-40 openings in NW Wisconsin and only 9 people in the Rice Lake academy, 4 who are already hired somewhere. If you feel the need to serve your community, now is the time to sign up to go to the academy if you already have 60 college credits, I can help you with that.

If there are any questions or wish to discuss things within the department, please feel free to come talk to me.

15_TB, Michael , Back, Micaela, Fire, Biblic

Micaela Montagne

From:

Rick Reichkitzer

Sent:

Wednesday, October 6, 2021 7:31 AM

To:

Michael Kuchta; Micaela Montagne; Evan Erickson

Subject:

Fire chiefs report September 2021

Well Sept was gentle in the way of calls as we had none.

We have been diligently going through our budget process. This year we spent a bit of time and discussion on the items written up in our equipment and improvements.

Highest on our critical list for the very near future is getting around ten firefighters into compliant turnout gear. We have members still wearing hand me downs from generous donations from other departments after we lost our fire hall. We have been hoping and waiting on a grant Red wrote to get up to funding to achieve compliancy. This grant didn't pan out so we will be on our own. All turnout gear has a 10 year shelf life and after the fire we immediately replaced 10 sets with plans to replace 3 a year to alieveate one huge purchase \$\$\$ every ten years. Last year we received no funds in our turnout gear budget. We need to get on track to being able to purchase 3 per year again. We will look into using some funds from our 66.06 funds to get fighters into nfpa compliant turnout gear. This is an urgent issue and we are doing what we can to make it happen.

We are very close to submitting our choices of our #1 pumper replacement. One of the vendors is sticking out in the crowd by achieving the specs we need on an engine to effectively fight fires on madaline Island. We have a time-line that puts us ordering this replacement as soon as possible as each apparatus is 8 to 14 months to assemble. We have plenty of funds for this purchase remaining in the insurance apparatus replacement settlement and the hard part has been getting the blueprints and vendors lined up and functioning......we have an apparatus committee that has been meeting 3 to 4 times a month to get this done. The time and energy put into replacing everything has been nothing short of amazing and I know I sound like a broken record but hats off to the men and women volunteers that are still diligently attending meeting after meeting to keep our service strong.

Assistant chief Alan Hardie has taken up the challenge of assisting Troy Lutz in getting the search/rescue drone program further off the ground (yup...punny) it will be a feather in madaline islands hat to introduce this type of search/RESCUE technology to northern Wisconsin and the Apostle Islands.

Big water apparatus has a few more small items to complete and the fleet is in a far better condition to perform thier duties effectively. The engine/pumper trucks passed thier annual pump testing.

As always....be safe

Chief Reichkitzer

Sent from my Verizon, Samsung Galaxy smartphone Get <u>Outlook for Android</u>



(5) TB, Michael, Barb, Micada, and, Poblic

Madeline Island Ambulance Service Report

October 6, 2021

September stayed a busy month with twelve calls. Six of the runs were transports to Ashland. October has been quiet except for a call this morning. Hopefully fall will slow down and let us concentrate on training and organization.

We have been including our new recruits on many of the calls and they are rapidly gaining experience. We are still facing the difficulty of having four members with the most experience being on every call and taking up any shifts that are not covered by other members. Sarah and I make sure that we have a full schedule unlike many other small towns that we hear on the radio being unable to respond to calls. We are drafting a new compensation package to encourage more members to sign up on the difficult shifts which are mostly weekends. We are also looking at other retention incentives. These ideas may include health insurance packages, better retirement plan or at least a larger contribution by the town to the existing plan. Sarah and I met with Michael Kuchta to draft a first plan to start with this process. It is being added into the budget files for 2022 and will be discussed at our Ambulance Budget meeting on the 18th. The budget for the ambulance service is ready for the first perusal by the town board supervisors.

We would like to thank the Bell Street Gallery and all of the folks that held a pizza party to thank the emergency services. It was very well attended and received.

I am working on the FAP state ACT 102 grant that is due October 17th. Those funds are available to be used for training and new equipment. I am working on the plan for the EKG and seeing what options we might have to add this protocol to our service. We are also looking to have training on the new IGEL airway device approved by our medical director.

This morning I heard from Kevin Pomasl, and he informed me that he has sold the older used ambulance that we purchased right after the fire. This will help with our payments on the Mercedes ambulance. It is really good news. It has taken quite a bit of time, but we got a fair price for it. I just heard from Paul Schilling at the state, and he is coming to the island on October 14th to inspect our ambulances. They are usually physically inspected every two years.

I plan to attend a course at the end of October on Operational Plans. I hope to also start working on ways to improve our collections. It is budget time so that is taking up quite a bit of time. It will be interesting to see how the new building affects our budget.

In addition to our meetings, we have gone back to having department head meetings and, also a meeting with Michael Kuchta with the ESB department heads.

Respectfully Submitted,

Cynthia Dalzell

Madeline Island Ambulance Service

EFORTAL

evail From min

(5) TB, Michael, Barb, Micaela Ben, Public 15-6-21

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator

Re: Dock Passenger Shelter

October 14, 2021

This is an updated memo from the previous Town Board meeting.

The purchase agreement, purchase order, and supporting documentation for a Town Dock passenger shelter are enclosed for your approval.

Public Works is recommending this scaled-down, 8-by-15-foot shelter of aluminum and tempered glass, with an optional heater and bench (see attached sketch). The estimated purchase and delivery cost is \$18,350; that does not include staff time for installation, additional site work, and a licensed electrical contractor (see below). The shelter would be installed near the Madeline landing slip (see photo with approximate location). Additional background:

- On June 30, 2020, Town Electors authorized construction of a passenger shelter on the Town Dock.
- In March 2021 and again in May 2021, the Town Board rejected bids for a custom passenger shelter because bid proposals far exceeded the \$27,000 budget.
- A Wisconsin Coastal Management Program grant will cover 55 percent (up to \$15,000) of the shelter; that grant already has been extended twice, but expires on Dec. 31, 2021. The grant manager has approved this 120-square-foot version of the shelter, which is scaled down from the original 200-square-foot proposal.
- The Town previously spent \$5,000 for design work of the initial shelter proposal; this purchase
 would bring total project cost to \$23,350. At this point, the grant could cover \$12,842.50, with
 \$2,157.50 unspent to offset electrical and other installation costs. That would put Town out-ofpocket at \$10,507.50 to date.

Answers to questions raised at and since the Sept. 28 Town Board meeting:

- Public Works expects two crew members will work three days on concrete and other prep work.
 They expect to attach the shelter using short concrete pads or metal shims to level the mounting feet, then use longer concrete anchors and epoxy to fasten the shelter to the dock.
- The ferry line has signed off on the location, which is not expected to interfere with dock operations, especially since this shelter is smaller than the original proposal.
- Solar heating was considered but not recommended; the shelter will have timers to control the overhead heater and interior and exterior lighting. The cost of installing electricity is estimated at XX. ANATORIO ESTIMATE
- The shelter will have a full-length, 15-foot bench. The shelter is expected to hold a dozen people comfortably.

COT O G ZOVA



X Supplier quote

TOWN OF LA POINTE

MADELINE ISLAND

240 Big Bay Road PO Box 270 LA POINTE, WI 54850

PURCHASE AGREEMENT BETWEEN THE TOWN OF LA POINTE AND Austin Mohawk and Company LLC

The Town of La Pointe ("Town") agrees to enter into a transaction with Austin Mohawk and Company LLC ("Supplier") for the following purchase. The Town and Supplier agree to these provisions:

- The Town will purchase an 8-by-15-foot heated, custom aluminum passenger shelter, as described in Quote Q0211168 (EXHIBIT A).
- Price will not exceed \$18,350, including shipping and delivery.
- Supplier will ship and deliver goods to Town Dock.
- Supplier will cover ferry fees and any additional incidental costs.
- Town will pay a 30 percent deposit upon completion of the purchase agreement. Balance will be paid within 30 days of delivery of goods.

This agreement is subject to the laws and regulations of the State of Wisconsin.

Approved by Town Board (date):

Signed:

Town Board Chair

Date

For Supplier

Date

Print name:

Attached:

X Town purchase order



Rev. March 15, 2018

TOWN OF LA POINTE

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

Purchase Order Form

GOVERNMENT AGENCY TAX EXEMPT
- All Sales are Tax Exempt -

Date of Request 9/23/2021	Is this Expenditure Currently in the Budget? Y \(\subseteq \) Y
	If not, where will funds come from?
Person's Name Ray Hakola Budget Line Item# 57354-02	Currently in budget line item \$26,873.00
Project Name Dock Passenger Shelter	Date Needed 12/31/2021
Purpose Provide heated shelter for pas	ssengers waiting for ferry
A 07 000 00	Checked State Purchasing Website Y V N
Date Town Board approved:	SDS Needed?
	Actual Purchase Date
Purchasing policy requires attaching 3 vendor quotes/estivendor#1 Vendor#1 Vendor#2 Vendor#3 Why did you pick this vendor	Amount \$ Amount \$ Amount \$
ChairpersonSupervisor #2	
Supervisor #3	
Supervisor #4	Date
Supervisor #5	Date
Town Administrator	Date
NOTE: Complete one Purchase Order for each vendor on a multi-vendor pro	ject.
S1,500 - \$5,000 − Signed by Town Administration \$5,001 - Signed by Town Board Publishing/posting Needed? YES NO If yes, or	YES NO Date Contract to TB late(s)



AUSTIN MOHAWK and COMPANY, LLC

QUOTATION

2175 Beechgrove Place Utica, New York 13501-1797 (315) 793-3000 Fax (315) 793-9370

Date

9/9/21

Quote No. Q0211168

Cust ID.

21886

Expires:

10/9/21

Bill To:

TOWN OF LAPOINTE

PUBLIC WORKS

240 BIG BAY ROAD PO BOX 270

LA POINTE. WI 54850

ATTN: RAY HAKOLA

PHONE: 715-663-0191

FAX:

Office C	ontact	Ship Via	F.O.B. Point	Sales Rep.		Quoted Term	18
Lawrence	e Hagan	BEST WAY	FOB UTICA, NY	MIDWEST	30% DEI	P BAL NET 30 ON	APPROVAL
Part#			Description		Qty	Unit Price	Amount
ALCOACAAUD C	DI V API ALLIA	A SHELTER HIP F	TOOK 4 ODEN			\$11,800,00	\$11,800.0

- A. General: Unassembled modular shelter is fabricated from low maintenance, lightweight corrosive resistant aluminum (factory fabricated). Site assembly required.
- 1. Dimensions: Width and Length as stated above with a TBD exterior height and 80" minimum clearance height.
- 2. Frame Construction: Provide structural framing of 6063-T6 aluminum alloy extrusions. Members shall have a Quaker Bronze finish. Connections shall be fastened internally to framing systems using mechanical fasteners or MIG welded where necessary. Exposed fasteners on framing system are not acceptable. No ventilation space at bottom of unit. One front opening (with door).
- 3. Roof/Ceiling Assembly: Standing seam hip roof shall be constructed using 18 ga. galvanized frame with 24 ga. interlocking pan sections. Sections are 1-3/4" high. Color to be determined from manufacturers standard color selection chart. Roof drains into full perimeter gutter system. Interior ceiling shall provide smooth flat interior, constructed from 20 GA, pre-finished white steel.
- 4. Windows: Fixed windows are single pane 1/4" minimum clear tempered safety glass, glazed within wall system extrusions and not fastened to exterior wall. Glass sealed with concealed gasket system.
- 5. Door: Swing door shall be an aluminum commercial grade, full glass and hydraulic closer/storm chain. Door shall be supplied with pull handle exterior and push bar interior, removable core type cylinder compatible with Best core exterior and interior thumb turn lock cylinder. Door color shall be Dark Bronze.
- 6. Anchoring: Shelter installation requires concrete pad to be 12" minimum larger than shelter in both length and width dimensions. Pad must be level within 1/2" over length and width of structure. Shelter to be anchored to pad using height adjustable aluminum boot and anchored down using 1/4" X 1 7/8" Hilti Kwik HUZ-EZ screw anchors.
- 7. Performance: PE Stamped drawings are not included. Available upon request.

FULLBENCH FULL LENGTH BENCH FOR SHELTER *OPTIONAL*

1. Bench: Full length anodized aluminum bench system includes aluminum plank bench and aluminum plank backrest, end caps, brackets and hardware. Bench and backrest install directly to shelter frame.

\$625.00

\$625.00



AUSTIN MOHAWK and COMPANY, LLC

QUOTATION

2175 Beechgrove Place Utica, New York 13501-1797 (315) 793-3000 Fax (315) 793-9370

Date

9/9/21

Quote No.

o. **Q0211168**

Cust ID.

21886

Bill To:

TOWN OF LAPOINTE

PUBLIC WORKS

240 BIG BAY ROAD PO BOX 270

LA POINTE, WI 54850

Expires:

10/9/21

ATTN: RAY HAKOLA

PHONE: 715-663-0191

FAX:

Office	Contact	Ship Via	F.O.B. Point	Sales Rep.	11/24 12	Quoted Term		
	awrence Hagan BEST WAY FOB UTICA, NY MIDWEST				30% DEF	30% DEP BAL NET 30 ON APPROV		
Part #	art # Description					Unit Price	Amount	
IRHEATER	output 5120. Fa	ter: Shall be ceil stens directly to ets. Heater unit	ling mounted, 1500 ceiling of shelter us extends down 6 1/2 wired by others in t	sing two adjustable 2" from ceiling. Har		\$425.00	\$425.00	
S&H AUSTIN	SHIPPING & HA	ANDLING			1	\$0.00	\$0.00	

Shipping is via flatbed trailer. Route includes ferry and price will be determined at time of shipment. Estimate approx \$5,500.00

Production lead time will be provided at order acknowledgement and will be commence after acceptance of order with terms and conditions and receipt of signed approved submittal prints (including PE or Third Party reviews when required).

Unit will be shipped knocked down and crated.
Unloading and assembly on site by others.
*Typical Forklift / Crane needed at time of delivery for unloading.
Freight charges reflect CRATING and SHIPPING to LA POINTE, WI (1,200 miles).

^{**}All Freight is FOB Utica, NY, Freight Prepaid & Add.

^{**}Liftgate delivery service is NOT included, unless otherwise specified.



AUSTIN MOHAWK and COMPANY, LLC

QUOTATION

2175 Beechgrove Place Utica, New York 13501-1797 (315) 793-3000 Fax (315) 793-9370

Date

9/9/21

Quote No. Q0211168

Cust ID.

21886

Expires:

10/9/21

Bill To:

TOWN OF LAPOINTE

PUBLIC WORKS 240 BIG BAY ROAD PO BOX 270

LA POINTE, WI 54850

ATTN: RAY HAKOLA

PHONE: 715-663-0191

FAX:

Office Contact Lawrence Hagan	Ship Via BEST WAY			Quoted Terms 30% DEP BAL NET 30 ON APPROVA		
Part#		Description		Qty	Unit Price	Amount
			Т	OTAL QUO	TATION	\$12,850.00

Third Party plan review, PE stamped drawings and inspections are excluded from all quotations unless listed with a price above and included in the total. It is the responsibility of the customer to review their state and local codes, if it is found to be a requirement Austin Mohawk can provide this service through a Third-Party Design Approval Primary Inspection Agency (DAPIA) for an additional charge. In some cases a waiver of the Third-Party Review may be required.

Standard Terms & Conditions

Terms are subject to credit approval. Standard Terms are Net 30, New Customers require 30% deposit, Orders less than \$5,000 Cash in Advance. FOB Utica NY. Warranty period is one (1) calendar year from date of delivery. If product is manufactured but cannot be delivered, a 2%/month storage fee will be charged after 5 days, or if order is cancelled a cancellation fee will apply. Customer is responsible for applicable municipal, county, state, and federal taxes. For deliveries in NY, NJ sales tax will be charged on invoice without a dated Resale, Direct Pay or Tax Exempt Certificate. All other states, seller is not registered to collect sales tax. Buyer is responsible for sales tax compliance.

This quotation reflects Austin Mohawk and Company, Inc. standard specifications and fabrication practices for Prefabricated Buildings and Shelters. The quoted specification may or may not conform to customer supplied specifications. It is the customer's responsibility for review of quoted specifications. Acceptance of this quotation means labor, materials and services will be paid in full without withholding any retainage whatsoever.

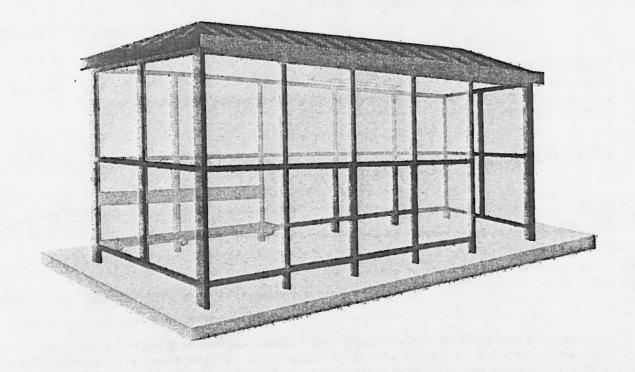
*All quoted lead-times are subject to change.

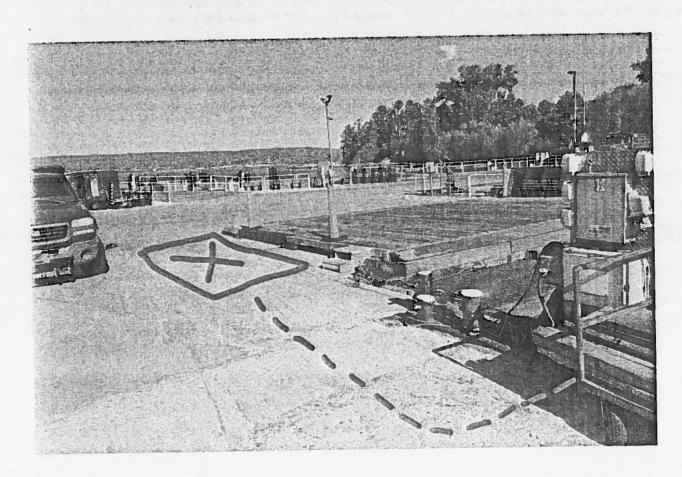
**All Freight is FOB Utica, NY, Freight Prepaid & Add.

***All Freight estimates are subject to change.

To activate your order, please sign & return this quote form. Upon receipt, seller will forward the Release to Fabrication that is required to be signed and returned to release your project into our active schedule.

Purchase Order#	Delivery Request Date
Customer Acceptance by:	Date:





Michael 101, /2021

TOWN OF LA POINTE RESOLUTION 2020-0630

WHEREAS, The Town of La Pointe owns the "Town Dock", located at the intersection of Colonel Woods Avenue and Main Street in La Pointe, Wisconsin; and

WHEREAS, The Madeline Island Ferry Line leases space on the Town Dock to unload and load passengers and vehicles; and

WHEREAS, There is presently no structure to protect waiting passengers from the elements; and

WHEREAS, The Town received a grant from the Wisconsin Coastal Management Program for \$15,000 to use toward design and construction of a passenger shelter; and

WHEREAS, The Town's Public Arts Committee has taken the lead on this project on behalf of the Town Board; and

WHEREAS, The Public Arts Committee will present their final recommendation to the Town Board for consideration; and

WHEREAS, Pursuant to sec. 60.10(2)(f) of the Wisconsin Statutes, any Town Board must receive authorization from the electors to purchase, lease or construct a building for Town use.

NOW THEREFORE, BE IT RESOLVED that we, the town electors of the Town of La Pointe, being duly assembled at the Special meeting to be held on _______, 2020, do hereby authorize the Town Board of the Town of La Pointe to construct a passenger shelter, pursuant to sec. 60.10(2)(f) of the Wisconsin Statutes.

Adopted this 30 th day of June 2020 at a Number of Electors voting Aye	Special Town Meeting.
Number of Electors voting Nay	
Number abstaining or not voting	
Signature of Town Meeting Chairperson	James Patterson, Town Board Chair
Signature of Town Clerk	All As
osted 7-1-2020	Micaela Montagne, Town Clerk

(5) TB, michael, Barb, Micaela, Ben, Public 10-6-21

AMENDED CONTRACT FOR SERVICES

This amended contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Angelo Luppino Inc. (the "Contractor"). It supersedes the Contract approved by the Town Board of Supervisors on Sept. 14, 2021.

RECITALS

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

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

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

- 1. Description of Services. The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town with the following services:
 - Perform as general contractor to complete remodeling of the Town of La Pointe Recreation
 Center restrooms located at 295 Middle Road in La Pointe, WI 54850
- 2. Payment. In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

50% down upon full execution of contract

40% upon final invoice

10% hold-back to be paid upon completion and approval of punch list

The total amount payable by the Town to the Contractor for services under this contract shall not exceed 139,257.00.

Contractor agrees to provide a Performance Bond in an amount equal to one hundred percent (100%) of the maximum contract cost.

Lien waivers must be put in place for all subcontractors utilized and materials purchased.

All reports made in connection with these services are subject to review and final approval by the Facilities Manager prior to payment.

- 3. Dates of Service. The services provided for herein shall be completed by April 30, 2022.
- 4. Reimbursement for Expenses. Unless modified in writing, the contractor shall bear all costs and expenses under the terms of this Contract, including those related to transportation of staff, equipment and materials; and disposal of debris.

5. Specifications. Unless modified in writing, the contractor shall provide all labor, materials, equipment, subcontractors and supervision for completion of the project.

Specifications are detailed in Attachments C-G in the Request for Bids posted by the Town on July 23, 2021. They are modified as detailed in Contractor's Change Order #1, dated Sept. 8, 2021, signed by the Contractor on Sept. 9, 2021, and signed by the Town on Sept. 16, 2021. Town understands that the Contractor is not responsible for workmanship on tasks performed by Town crews, and also that tasks performed by Town crews might invalidate product warranties.

Contractor must secure all necessary permits according to local and state laws and regulations.

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements

The Contractor shall have Safety Data Sheets (SDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of SDS and have the SDS available in the event of an emergency.

Contractor shall, at all times, keep the site free from accumulation of waste materials, debris or rubbish caused by its employees at work. Contractor shall remove from the site all tools, surplus materials, debris or rubbish and shall leave the site and the work in a neat and orderly fashion at the completion of the work.

Arrangements may be made, in advance, by Contractor for leased waste containers for disposal of construction debris to haul off the Island at Contractor's expense.

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

The Contractor reports to the Town Facilities Manager and/or designee and will cooperate and confer as necessary to ensure satisfactory work progress. The Town may review and inspect the Contractor's activities during the term of this contract.

- 7. Warranty. The Contractor warrants that:
 - a) All labor performed by the Contractor and its subcontractors shall be guaranteed for one year from final completion of all services
 - b) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and

- Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- d) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.
- 8. Compliance with Regulations. The Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract prior to starting any work to be performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.
- 9. Assumption of Liability. Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

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

- 10. Hold Harmless. The Contractor covenants that it will protect, defend, indemnify and hold the Town harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.
- 11. Relationship Between Town of La Pointe and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:
 - a) Maintain its business separate and apart from the Town.
 - b) Hold a Federal Employer Identification Number for its business or else file a selfemployment income tax return with the IRS reflecting its status.
 - c) Control the means of performing this contract.
 - d) Incur the main expenses related to the services provided under this contract.
 - e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
 - f) Receive the compensation provided for herein on the basis provided for herein.

- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.
- 12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town Administrator written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:
 - a) Worker's compensation insurance of at least \$500,000 each accident.
 - b) Commercial liability insurance with limits of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
 - c) Comprehensive automobile liability insurance of at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
 - d) The Town of La Pointe must be listed as additional insured.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Town Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Town Administrator with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to the commencement of services under this contract and shall provide for 30-day written notice to the Certificate holder of cancellation of coverage.

- 13. Default; Termination. In the event of a default by either party in the performance of an obligation under this contract which continues for a period of twenty (20) days following written notice to the party in default, the other party to this contract may terminate this contract by written notice to the party in default.
- 14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.
- 15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.
- 16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

17.		Binding Contract.	Each of the undersigned states they have read this contract in its entirety,
that	th	ey understand each	of its terms and provisions and that they sign the same freely and voluntarily,
inte	ndi	ng to be legally bou	and hereby.

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

To the Town:	Ray Hakola Facilities Manager Town of La Pointe PO Box 270 La Pointe, WI 54850 facilities@townoflapointewi.gov	
To the Contractor:	Rick Cunico Angelo Luppino Inc. PO Box 100 Iron Belt, WI 54536 aluppinioinc@yahoo.com	
IN WITNESS WHEREO	OF, the undersigned have executed this	s agreement:
	e (the Town) Board Chair	
Signature		Date
Printed Name		
Full Legal Name of Co	ontractor (the Contractor)	
Signature	3049	Date
Printed Name		

Title__

SUBMITTAL FORM

Angelo Luppino, Inc.

General Contractors-Industrial-Commercial

PO Roy 100 Iron Rolf WI 54526

	Phone: (715) 561-4906 Fax: (715)				②yahoo.com
Date:	September 24, 2021		х	For Your	Approval Information
To:	Town Of La Pointe 240 Big Bay Road	 Fr	om:	Angelo I	_uppino, Inc.
	La Pointe, WI 54850 Attn: Michael Kuchta / Ben Schram		-	PO Box Iron Belt	; WI 54536
Project:	Town of La Pointe Rec Center Bathrooms	Subn	nittal	Number	: 1
				New Subn Resubmitt	10 (MARIAN) 10 (MARIAN)
Divi	sion/Spec Number: 08000				Submittal Type
	Submittal Date: 9/24/2021		X	Tests Sample Specs	
the state of the s	ing Items are Hereby Submitted:			Catalog Cu	uts
Number of Copies	Description of Item Submitted	Spec Number		iation to ntract?	Sub/Supplier
1	Kolbe Forgent DBL Hung vinyl wood clad windows	08000		no	Steigers Home Center
	"as spec'd on drawings"				
CONTRACTO eview, and su	R hereby certifiesthat (i) CONTRACTOR has complied with the required bmission of designated Submittal and (ii) the Submittal is complete	uirements of Contract I	Docume	ents in prepa	ration,

and requirements of laws and regulations of governing agencies.

By:

Richard Cunico, Angelo Luppino, Inc.

REVIEWED BY
Angelo Luppino, Inc.

Line Number	001-1	Frame Groove Filler	None
Label	ne Assigned	Jamb Depth	3 3/4
Product Name	gou	Offset Jambs	No Offse
Forgent New Construction Rectangle Double Hung (MI	NCDHCUST)	Installation Clips	
Configured in PK Version	703		None
AS VIEWED FROM EXTERIOR		*** Performance Performance	
I I		renomance	Standard Performance
		*** Unit ***	
		Unit Type	Complete Uni
<u> </u>		Model	Glastra/Wood
<u></u> <u>10</u>		Production Ship Sook Lease	Current
To F		Ship Sash Loose	No
Scaled Ro -		Class Make Up	*
Sea Sea		Glass Make Up	Double Glazed
		Glass	Solar Low-E
		Glass Spacer	Mill Finish
		High Altitude	No
44"		Glass Preserve / Neat+ Coating	eserve without Neat+ Coating
PO - 44.5"		Upper Glass - Glass Type	Clear
Quantity	(3)	Upper Glass - Obscure / Opaque Glass	None
Cubic Feet	9.92	Upper Glass	NOT Tempered
Unit Price	\$1,012.40	Upper Glass - Ship Glass Loose	No i rempered No
Extended Price	\$3,037.20	Lower Glass - Glass Type	Clear
*** Pricing Details ***		Lower Glass - Obscure / Opaque Glass	None
Base Price	\$756.00	Lower Glass	NOT Tempered
Lower Glass Preserve	\$8.30	Lower Glass - Ship Glass Loose	No
Upper Glass Preserve	\$8.30	*** Hardware-Accesso	
Interior Finish	\$239.80	Hardware Color	Clay (Rustic)
*** Notes ***		Screen	Full Screen
Manufacturer Note: Hardware Color mismatch found. Ver	ify that the	Mesh Type	BetterVue Fiberglass
desired Unit and Hardware Colors are selected.		Screen(s) Applied	No
*** Overall Dimensions ***		Window Opening Control Device	No
Overall Frame Width	44"	Sash Limiter	No
Overall Frame Height	53"	Fixed Sash	None
Overall Rough Opening Width	44 1/2"	*** Species-Finish-Co	
Overall Rough Opening Height	53 1/2"	Change Species	Leave All Pine
Overall Unit Dimension Width	44"	Base Color	Cloud
Overall Unit Dimension Height	53"		Cioud

Overall Frame Height	53
Overall Rough Opening Width	44 1/2"
Overall Rough Opening Height	53 1/2"
Overall Unit Dimension Width	44"
Overall Unit Dimension Height	53"

***	Dim	ensions	***	

*** Dimensions ***	
Call Width	Custom
Call Height	Custom
Individual Frame Width	44"
Individual Frame Height	53"
Glass Width	38 3/4"
Glass Height	23 5/64"

***	Casing-J	lambs-	Trim	***
-----	----------	--------	-------------	-----

Casing-Jami	os-irim ***
Prep for Installation	No (with Integral Fin)
Exterior Casing/Accessories	No Casing
Drip Cap	No
Casing Stops	None

Exterior Film Frame Color None

Exterior Film Sash Color None Interior Frame Finish Stain with Double Coat Sealer Interior Sash Finish Stain with Double Coat Sealer Match All Interior Colors Yes Interior Color

Printed By: Dan Guglielmotto Created: 9/24/2021

This report does not include Non-Kolbe Items

Screen Color

2021 Pricing

Wheat

White

Window and Door Details Page 1 of 1

For warranty information please click this link or visit https://www.kolbewindows.com/resources/warranties

SUBMITTAL FORM

Angelo Luppino, Inc. General Contractors-Industrial-Commercial

PO Box 100, Iron Belt, WI 54536

	Phone: (715) 561-4906 Fax: (715)		aluppinoinc@	@yahoo.com
			x For Your	Approval
Date:	September 24, 2021		For Your	Information
To:	Town Of La Pointe	F	rom: Angelo	Luppino, Inc.
	240 Big Bay Road		PO Box	100
	La Pointe, WI 54850		Iron Bel	t, WI 54536
	Attn: Michael Kuchta / Ben Schram			
Project:	Town of La Pointe Rec Center Bathrooms	Sub	mittal Number	r:2
			New Subr	mittal
			Resubmit	
Divi	sion/Spec Number: 08000			Submittal Type
			Tests	
	Submittal Date: 9/24/2021		Sample	
			x Specs	
			Catalog C	uts
	ving Items are Hereby Submitted:			
Number of Copies	Description of Item Submitted	Spec Number	Variation to Contract?	Sub/Supplier
1	Alternate to spec'd	08000	yes	Forslunds Bldg Supply
	vinyl wood clad windows			
	Double hung-Silver Line			
	V3 Series-Full Vinyl			
	D 1 1 5 0000 00			
	Deduct of \$893.00			
	OR hereby certifiesthat (i) CONTRACTOR has complied with the re			
review, and s	ubmission of designated Submittal and (ii) the Submittal is completents of laws and regulations of governing agencies	te and in accordance v	with the Contract Doo	cuments

Richard Cunico, Angelo Luppino, Inc.

Angelo Luppino, Inc.

Reviewed By

Angelo Luppino, Inc.

Ruhand Cuning

9-24-2021

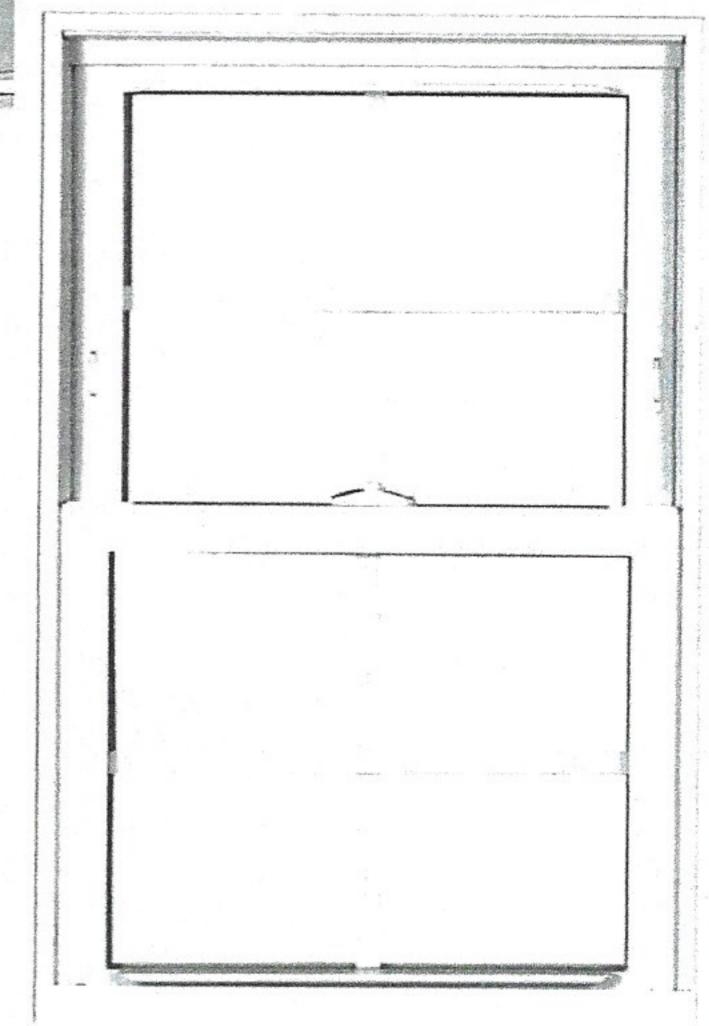


DOUBLE-HUNG WINDOWS

Silver Line® V3 Series double-hung windows feature classic profiles for a more traditional look. They're energy efficient, made of heavy-duty, low-maintenance vinyl and provide a variety of features, options and sizes.

FEATURES & BENEFITS

- Colonial brick mold design for classic styling
- Both sash tilt in for easy cleaning from the inside
- Contoured lift handles for effortless operation
- Fusion-welded, heavy-duty vinyl for strength and durability
- Wide selection of complementary picture windows and specialty shapes
- Limited lifetime warranty*
- Many V3 Series double-hung windows have options that make them ENERGY STAR® v. 6.0 certified throughout the U.S.







sign many

DOUBLE-HUNG WINDOWS OPTIONS & ACCESSORIES



Colors

Windows and exterior of double-hung frames are available in the following colors:



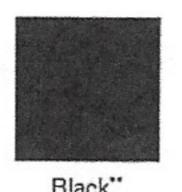


Beige





(Exterior Only)



Black** (Exterior Only)

**Dark Bronze or Black exterior with White vinyl interior has a 10-year limited warranty. Printing limitations prevent exact color duplication. See your Silver Line dealer for actual color samples.

Hardware

Color-coordinated lock & keeper are standard.

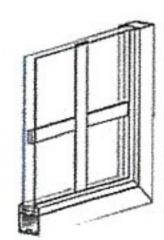


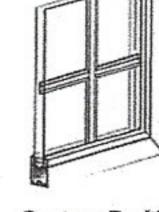
White | Beige | Sandstone

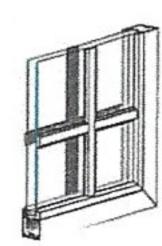
Grilles

Grille Types

Choose from flat or contour profile grilles-between-the-glass for easy cleaning or Simulated Divided Lights (SDLs) for a more traditional look.







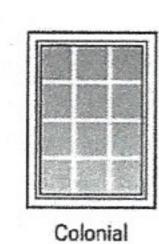
Flat Profile

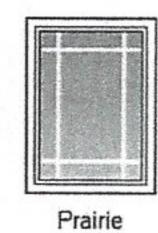
Contour Profile

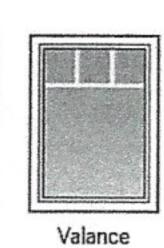
SDL

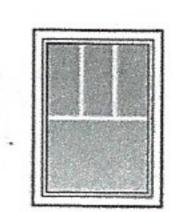
Grille Patterns

Choose from a variety of grille patterns. Additional patterns available.









3x1



Diamond

Glass

Choose the glass option that best fits your needs:

- Low-E
- Low-ELS
- Low-Esc
- Low-EPS
- Low-E 2+PS

Frame Type

- Insert frame for replacement projects where existing frames are in good condition
- Nailing flange frame, ideal for new construction and remodeling projects where a J-Channel is not required
- Nailing Flange with J-Channel for easy trimming of siding to the window





ADDITIONAL WORK AUTHORIZATION ANGELO LUPPINO INC.

General Contractor

PO Box 100

Iron Belt, WI 54536

CHANGE ORDER # 2	(715) 561-4	906 ~ Fax (715) 561-4338 pinoinc@yahoo.com	
	ишр	T TOTAL CONTRACTOR OF THE PROPERTY OF THE PROP	
Town of La Pointe		715-747-6855	10/11/2021
PO Box 270 – 240 Big Bay F	Road	Recreation Center Restrooms	
La Pointe, WI 54850 EXISTING CONTRACT NUMBER		La Pointe, WI	
	DATE OF EXISTING CONTRACT	Attn: Ben/ Mark/Ray	RC/BD
You are authorized to perform the following	g specifically described addi	tional work:	INC/DD
Deduction to install Silver Lie	20 V/2 contact D		
Deduction to install Silver Line in lieu of the clad wood wind	lows	e-Hung Vinyl windows	
The cida Wood Wille	10442		
		DEDUCTIO	N OF (\$839.00)
ADDITTONAL WATER	DEDUCT	ION FOR WORK ABOVE:	(\$893.00)
ADDITIONAL "WORKING	G" DAYS NEEDED I	OR THE ABOVE WORK IS:	DAYS
hovo additional and a		LEAD TIME:	DAYS
ateA	ned under same condit uthorized Signature	ions as specified in original contract un	less otherwise stipulated.
		OWNER SIGN	IATURE
e hereby agree to furnish labor and the street signature	AUTHORIZED	in accordance with the above specification. Date SIGNATURE	ations, at above stated price. 10-11-2021

SUBMITTAL FORM

Angelo Luppino, Inc.

General Contractors-Industrial-Commercial

	ontractors-industrial-commercia
РО	Box 100, Iron Belt, WI 54536
Phone: (715) 561-4006	Eav. (745) 504 4000

	Phone: (715) 561-4906 Fax: (715)			yahoo.com
Date:	September 24, 2021		X For Your	
To:	Town Of La Pointe 240 Big Bay Road La Pointe, WI 54850 Attn: Michael Kuchta / Ben Schram Town of La Pointe Rec Center Bathrooms		om: Angelo L PO Box Iron Belt	uppino, Inc. 100 , WI 54536
	Town of La Pointe Rec Center Bathrooms	Subn	New Submitta	nittal
	Sion/Spec Number: 26000 Submittal Date: 9/24/2021 ing Items are Hereby Submitted:		Tests Sample X Specs Catalog Cu	Submittal Type
Number of Copies			Variation to	
1	Spec's of Alternate Light Fixtures	Spec Number 26000	Contract? yes	Sub/Supplier Five Star Electric
	Four light fixtures to be added to equal lumens per sq. ft. of original fixtures			
CONTRACTOR	R hereby certifies that (i) CONTRACTOR has a second to the			
eview, and sur	R hereby certifiesthat (i) CONTRACTOR has complied with the requestion of designated Submittal and (ii) the Submittal is complete atts of laws and regulations of governing agencies	irements of Contract D and in accordance with	ocuments in prepara the Contract Docum	ation, nents

By:

Richard Cunico, Angelo Luppino, Inc.

REVIEWED BY
Angelo Luppino, Inc.
Reviewed 4-24-2024

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SPECIFICATIONS

Certifications / Qualifications

Commercial Grade Yes

Certifications/Qualifications

ADA Compliant Yes
Energy Star Yes
Title 24 Compliant Yes

www.kichler.com/warranty

Dimensions

Base Backplate 7.50 DIA
Weight 0.50 LBS
Height from center of Wall opening 3.75"

(Spec Sheet)

Height 1.25" Width 7.50"

Electrical

Input Voltage Single(120)V

Supply Wire (Degrees) 9

Light Source

Delivered Lumens 1000 Dimmable Yes

Dimmable Notes

This LED is compatible with most standard incandescent

dimmers, LED dimmers, and electronic low voltage dimmers. For more information, go to Kichler.com\dimming.

Equivalent Light Source Incandescent A0000 Expected Life Span (Hours) 40000 Integrated Light Source LED Max or Nominal Watt 18.5W

of Bulbs/LED Modules

Mounting/Installation

Mountable on Wall or Ceiling
Interior/Exterior
Location Rating
Mounting Style
Mounting Weight
Yes
Interior
Wet
Flush Mount
0.50 LBS

Photometrics

Color Rendering Index 90 Kelvin Temperature 3000K

FIXTURE ATTRIBUTES

Housing

Diffuser Description White Polycarbonate Primary Material STEEL

Product/Ordering Information

SKU 43848WHLED30T

Finish White Style Other

UPC 783927531702

Finish Options

Brushed Nickel

Olde Bronze

White



ALSO IN THIS FAMILY







43848WHLED30TB

43848NILED30T

43848OZLED27T





43848OZLED30T

43848WHLED27T

(5) TB, michael, Barb, Micada, Ric, Public

Micaela Montagne

10-7-21

From:

Ric Gillman

Sent:

Thursday, October 7, 2021 10:22 AM

To: Subject: Micaela Montagne Town Board Agenda

Please include the following items on the next agenda from Zoning and Planning

The TPC recommends the Town Board join the following properties. Parcel Numbers 436-0100 PART OF BLOCK 35 DESC IN DOC # 342747 AS PARCEL 1 VILLAGE OF LAPOINTE .13A and 436-0200 PART OF BLOCK 35 DESC IN DOC # 342747 & DOC # 342949 AS PARCEL 2 SIZE IS 100' X 120' VILLAGE OF LAPOINTE .26A

1. 014-00436-0100 is a 'legal nonconforming lot of record'. Square footage dimensions required in C-1 is 9,600 square feet, this lot is approximately 6,000 square feet.

2. 014-00436-0200 is a "legal lot of record".

This eliminates an existing out lot which could encumber future development

• The TPC recommends the "Sunset Clause" related to the rental of "Incidental Structures" 4/9/21 be enacted and subsequent rentals of "Incidental Structures" be prohibited in all zones. (except for those grandfathered by language)

• The TPC recommends drafts related to the development of the Comprehensive Plan be routinely forward to the TPC for review and input.

(ARIAL 24---

To: TPC (5) /TB (5) /Clerk (1) email /Assistant Clerical (1) email /Town Administrator (1) email /Accounting-email /Public Works-email /File (1)

From: Zoning

Subject: Info related to Hartzell pending proposal and Incidental Structures

Date: 9/30/21

Subject: We are smarter than we knew.

The following is from the Rental Ordinance recently updated and amended by the Town as related to rental of "Incidental Structures". It seems this would be applicable to the proposed "Expandable Condominium" related to the proposed structures advocated by Mr. Hartzell. While in previous conversation with James Price, Municipal Building Inspector, he declared these units would not qualify as a single-family home. Though they would require inspection as seasonal or camping units.

The ordinance below specifically states to rent an incidental structure, there must be a principal single-family dwelling.

I believe the argument is these are incidental structures and not supported by principal dwellings. As a landowner you can utilize an incidental structure without a principal dwelling though by ordinance you would not be able to rent it unless it qualified as a single-family dwelling e.g., container homes, tiny homes, or Park Models with permanent foundations.

I am asking the town board to review the ordinance as highlighted below, as this ordinance was amended and passed with a "Sunset Clause", and review is overdue.

This item will be placed on the TPC Agenda scheduled for October 6th, for discussion and recommendation to the Town Board.

- (12) INCIDENTAL STRUCTURE: Items of personal property that may have been designed as transportable or as a vehicle but stand in a seasonal or permanent location for storage or intermittent human habitation. Such incidental structures include campers, park or model units, buses, and motor homes.
- 3.7 RENTAL OF INCIDENTAL STRUCTURES: Long or short-term rental of incidental structures on lots improved with a principal single-family dwelling with or (and) without an accessory dwelling may be permitted to be rented in accordance with the following provisions:
- A. The principal single-family dwelling on any lot shall not be rented short- or long-term and shall not possess a permit to rent or a permit for tourist room rental.
- B. Any accessory dwelling on any lot shall not be rented short- or long- term and shall not possess a permit to rent.

- C. The incidental structure, if located on a lot within the Madeline Sanitary District (MSD), must be permitted by the MSD and hooked to the MSD system.
- D. The incidental structure, if located on a lot not accessible to the Madeline Sanitary District, must first apply to be permitted by Ashland County to hook up to the principal single-family dwelling's holding tank.
- E. If the incidental structure cannot be located to access the lot's holding tank and/or does not receive an Ashland County permit to hook to the holding tank, the incidental structure must complete the required paperwork with the MSD and hire a licensed hauler to pump the camper trailer's holding tank on a regular basis.

Adopted by the La Pointe Town Board on April 9, 2014, amended on April 9, 2019, May 28, 2019 pg. 11 Section 3.7 will be reviewed by the Town Board on or before April 9, 2021 to evaluate whether or not rental of incidental structures is in the Town's best interest.

If the Town Board makes a decision to stop issuing rental permits for incidental structures for whatever reason, the Town Board will grandfather in the rental permits for any existing incidental structures holding permits in good standing.

Rental permits for any grandfathered incidental structure will remain valid until the property on which the structure sits changes ownership or the incidental structure is removed from the property on which it is permitted.

10/06/2021

(5)TB.Michael, Barb, Micaela, lauren, Public

TO:

Town Board Members

Michael Kuchta, Town Administrator Micaela Montagne, Town Clerk

C:

Lauren Schuppe, Library Director

RE:

County Library Levy Exemption

Just a brief note to explain this resolution. The Town is allowed, by State Statute, to request exemption from the Ashland County Library Levy, if the Town will spend more on the Town's Library than what the Town's share of the Ashland County's Library Levy would be.

This exemption is done annually, as soon as the Town has a Library budget request.

As soon as the resolution is approved, we'll fax it over to Ashland County. They are aware that this will be coming (we've been doing this exemption since before I started, so it's not anything new).

Thanks – please let me know if you have any questions.

Barb

RECETTED

Town of LaPointe, Ashland County

County Library Levy Exemption Resolution 2021-1012

Whereas, Wisconsin Statutes 43.64(2) provides for the exemption from the county library levy for any municipality's share of the county library levy, and

Whereas, said Notice of Exemption must be supported by a duly enacted ordinance or resolution of the governing body of the Town of LaPointe, and

Whereas, the Town of LaPointe has appropriated and will expend approximately \$248,870 on local library service in 2021, and the Town of LaPointe's share of the 2020/Payable in 2021 Ashland County library levy would be approximately \$113,651.

Now therefore, the Town of LaPointe hereby applies for exemption from the Ashland County library levy for 2021/Payable in 2022.

	Approved, this	day of 2021.
Attest:		
		Glenn Carlson, Chair
Micaela Montagne, Cler	rk	
		Susan Brenna, Supervisor
		Michael Anderson, Supervisor
		John Carlson, Supervisor
		Aimée Baxter, Supervisor

Michaela Contrace

TOWN OF LA POINTE REGULAR TOWN BOARD MEETING TUESDAY SEPTEMBER 14, 2021 5:30 PM AT TOWN HALL

Approved Minutes

<u>Amended Draft</u>

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Zoning Administrator Ric Gillman, Elected Clerk Micaela Montagne

Public Present: Mike Starck Called to Order: 5:30pm

I. Public Comment A*: Clerk Montagne read a comment from Mike Starck regarding the possible grants from Enbridge. Mike Starck commented on having a Town Board member be on the steering committee for the Comprehensive Plan.

II. Administrative Reports

- A. Town Administrator's Report: Prepared and presented by Michael Kuchta. Discussion on the upcoming Coastal Management Grant, the Board would like to review it.
- B. Public Works Director's Report: Prepared and presented by Ben Schram. Discussion that Town crew work done at the airport is paid for through federal funds.
- C. MRF Supervisor's Report: Prepared by Marty Curry
- D. Airport Manager's Report & Checklist; Prepared by Paul Wilharm. Many people have been dangerously on the runway, looking into more signage to create more security.
- E. Planning and Zoning Administrator's Report: Prepared and presented by Ric Gillman
- F. Accounting Administrator's Report: Prepared by Barb Nelson
- G. Police Chief's Report: Prepared by William Defoe
- H. Fire Chief's Report: Prepared by Rick Reichkitzer
- I. Ambulance Director's Report: Prepared by Cindy Dalzell All reports for August 2021 placed on file by Unanimous Consent.

III. Public Works

A. Roads, Dock and Harbor

1. Request for School House Road Easement Access: Town of La Pointe Parcel # 014-00020-0210 EAST 1 1/2 RODS OF GOVT LOT 3 DESC V 93 PG 406 & V 703 PG 882 SEC. 3 T50N R2W .8A to access Parcel #014-00020-0200: The Town owns a strip of land 25 feet wide on the west side of School House Road after the turn from Big Bay. The adjacent property owner would like to put in a driveway that will cut through the Town's parcel around 115 feet from the corner for safety and visibility. Motion to approve the easement and have Attorney Max Lindsey draw up the deed providing the property owners pay for time and fees, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Parks

1. Rec Center Bathroom Renovations: Though the project came in over budget, there is hope for additional funding from donations. Some of the budget may also be added to the 2022 budget as this project may go through the winter into spring.

2. Accept or Reject Bid from Angelo Luppino for Rec Center Bathroom Renovations: This was the only bid that came in at \$181,990.00. Motion to approve the bid and incorporate the change order (next agenda item) to reduce the total by \$42,733, S. Brenna/ A.

Baxter, 5 Ayes, Motion Carried.

3. Change Order #1 with Angelo Luppino Inc for Rec Center Bathrooms:

approved in the previous motion.

4. Contract for Services with Angelo Luppino for Rec Center Bathroom Renovations: Motion to approve and have the Chair sign the contract for \$139,257.00, S. Brenna/A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

B. Create a Steering Committee for the Comprehensive Plan: Discussion on having Administrator Kuchta attend a Comprehensive Plan workshop with the Towns Association in October as well as pushing back the dates, so sign up sheets would be due November 30, the Board appointing members in December, and the Committee getting started in 2022 with a June 30, 2022 date for recommendations to the Town Board. The Steering committee would recommend to the Board plans for public participation, whether to create a new plan or modify the existing, which components to modify, how to structure work groups, a plan to coordinate with the Town Plan Commission and how to implement the components of the plan. Motion to create the steering committee with sign up due 11/30/2022 2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Budget Timeline and Preliminary Considerations: Motion to approve the timeline as presented noting that there will be a longer portion for public comments and questions at the end of each workshop, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VI. Treasurer's Report: Motion to approve the Treasurer's Cash Summary Report showing a total of \$2,317,444.12, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

VII. Minutes

A. Regular Town Board Meeting August 24, 2021: Motion to approve as presented, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

B. Special Town Board Meeting August 26, 2021: Motion to approve as corrected (J. Carlson was absent), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VIII. Emergency Services

A. Updates on Construction of Emergency Services Building (ESB): M. Kuchta working on finalizing the contract and possible change order with Five Star Electric for floor outlets that were not installed.

- B. Amendment to Contract for Services with Big Water Fire Apparatus: Motion to approve the amendment which allows for prepayment for invoices to purchase equipment or supplies, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.
- IX. Public Comment B**: John Carlson commented on having people communicate with a Town Board member directly instead of another community member on Town related matters.

X. Lawsuits & Legal Issues

- A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Nothing.
- B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing at this time.
- XII. New Agenda Items for Future Meetings: WI Coastal Management Grant, Passenger Shelter options.

XIV. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:20pm.

Submitted by Micaela Montagne, Town Clerk.

Approved as submitted September 28, 2021. M. Montagne, Town Clerk.

TES Michael, Bris.

TOWN OF LA POINTE REGULAR TOWN BOARD MEETING TUESDAY SEPTEMBER 28, 2021 5:30 PM AT TOWN HALL

Draft Minutes

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne Called to Order: 5:34pm

I. Public Comment A*: Clerk Montagne read a comment from Jim Peters regarding the considerations for the Affordable Housing Committee.

II. Administrative Reports

A. Town Administrator's Report: Report prepared and presented by Michael Kuchta placed on file by Unanimous Consent. Discussion on the Town Attorney looking Into the possibility of the Town imposing a landing fee, not spending too much money on it if it isn't going to be possible. Discussion on the possible grant for the Energy Committee to have a study done on the feasibility of a microgrid for Town buildings.

III. Public Works

A. Roads, Dock, Harbor

1. Passenger Shelter Purchase Agreement: The wooden structure was put out for bids twice and came back very high. The new proposal is to install a translucent 'bus stop' like structure that would be mostly enclosed with a heater in the cooler months. This is more affordable and will require less maintenance. Questions on how much electrical will cost as well as if it will need inspections and permits. Motion to proceed with this idea, and to be on the next agenda for possible approval, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

B. Parks: Nothing at this time.

IV. Committees

A. Planning and Zoning

1. Consideration of Waiving Town of La Pointe Land Use Permit Fee on Parcel #014-00436-0200 0.26A applied for by The La Pointe Center for Public Art sculpture: Motion to approve waiving the \$75.00 fee, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

B. Update Policy and Procedures for Boards, Committees and Commissions: mostly clarifications, cleaning it up. Policy will be sent to committees and supplied with the committee application. Motion to approve the updated Policy dated 9/28/2021, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

C. Affordable Housing Advisory Committee

1. American Rescue Plan Funding; Utilize Committee to Update Housing Component of Comprehensive Plan: Discussion on whether to allocate the first half of the ARPA funds (\$13,659.52) to the committee for a research study on affordable housing on the Island

(public housing, seasonal housing, family housing etc). Motion to approve the request for the \$13,659.52 in ARPA funds (knowing that details for payments will come before the board for approval) to be used by the Affordable Housing Committee for a research study, S. Brenna/ A. Baxter, 4 Ayes, 1 Nay (J. Carlson), Motion Carried. Further discussion on having the Affordable Housing Committee update the housing component of the comprehensive plan. Consensus to wait to have the Steering Committee finalized and meet to discuss first.

V. Town Hall Administration

A. Budget Summary Report: Report shows that both the MRF and the Parks departments are doing well and even making profit this year. Kudos to Public works Director Ben Schram and the Crews for their work. Motion to approve the Budget Report dated 9/10/2021, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

B. Grant Updates

1. Update Grant Policy and Procedures: Motion to approve the updates to the policy (mostly clarification) dated 9/28/2021, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

2. Wisconsin Coastal Management Grant Application for Accessibility Improvements at Big Bay Town Park: Discussion that the grant will be applied for to increase the accessibility down to Big Bay at Big Bay Town Park. Consensus to move forward with the grant application.

C. Great Lakes Island Alliance Summit Cancellation, Possibly Seek Refund: The Summit for this year has been cancelled, the Town will not donate taxpayer dollars, so would like to seek the refund. Motion to seek the \$100 refund, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

D. Special Event Permit: Chamber of Commerce for Fall Fest October 16, 2021: Motion to approve (will close Le Sueur Street and Bell Street for the day), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Motion to move agenda item V. E. to after item XI, M. Anderson/S. Brenna, 5 Ayes, Motion Carried.

VI. Alternative Claims: Motion to approve Alternative Claims for August 2021 in the amounts of \$259,889.09, \$120,467.16, and \$1,011.41 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Treasurer's Report: Motion to approve the Treasurer's Cash Summary report showing a total of \$2,924,497.55, and a total available in checking of \$1,226,422.04, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VIII. Minutes

A. Regular Town Board Meeting September 14, 2021: Motion to approve minutes as submitted, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

IX. Emergency Services

A. Fire Department

1. Purchase Agreement with Pete's Trailer Sales for Truck Bed: Motion to approve the purchase in the amount of \$7,375, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. B. Updates on Construction of Emergency Services Building (ESB): None.

X. Public Comment B**: M. Anderson commented that the snowshoe hares are starting to turn white.

XI. Lawsuits & Legal Issues

- A. William Defoe vs. Town of La Pointe, Case No. 19CV57: There is a January 21, 2022 hearing date set, though trying to dismiss. In the meantime, depositions will be taken.
- B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing at this time.

V. Town Hall Administration

E. Town Administrator Review/ 2021 and 2022 Salary

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. 6:27pm. Motion to return to open session, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. 6:38pm. No action at this time, will discuss more during the budget meetings. The Town Board is pleased with Michael Kuchta's performance as the Town Administrator.

XII. New Agenda Items for Future Meetings: Passenger shelter, possibly refund the Rec Center Rental fees for the Treaty Days celebration with a Special Town Board Meeting on 9/30/2021, follow up on the Coastal Management Grant, transfer designated funds for the Rec Center bathroom remodel this year, Angelo Luppino contract amendment.

XIII. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:46pm.

Submitted by Micaela Montagne, Town Clerk.

Marchael Bury,

TOWN OF LA POINTE SPECIAL TOWN BOARD MEETING THURSDAY SEPTEMBER 30, 2021 3:45pm at Town Hall Draft Minutes

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Aimée Baxter, Supervisor Sue Brenna

Town Board Members Absent: Supervisor Michael Anderson, Supervisor John Carlson Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne Called to Order: 3:45pm

1. Public Comment: None

- 2. Consider Rec Center Shelter Rental Fee Refund to Native American Educational Technologies for Treaty Days Celebration September 30, October 1, October 2, 2021: Motion to approve the refund for \$395.64, S. Brenna/ A. Baxter, 3 Ayes, Motion Carried.
- 3. Adjourn: Motion to adjourn, A. Baxter/ S. Brenna, 3 Ayes, Motion Carried. Adjourned at 3:47pm.

Submitted by Micaela Montagne, Town Clerk.

Lien, Lat, Midde Bro. File

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES

3911 Fish Hatchery Road Fitchburg, WI 53711-5397 Tony Evers, Governor Preston D. Cole Secretary Telephone 608-266-2621 Toll Free 888-936-7463 TTY Access via relay - 711

WISCONSIN DEPT. OF NATURAL RESOURCES

September 29, 2021

Glenn Carlson La Pointe Fire Department PO Box 270 La Pointe, WI 54850 ► REQUIRES IMMEDIATE ATTENTION ←
FY2022 Forest Fire Protection (FFP) Award
Grant#:FFP-22F-115

Grant Amount: \$ 4258.50 Grant Period: October 1, 2021 – April 15, 2022

By October 15th - Sign & Return

- DNR COPY of Grant Agreement
- Payee Verification Form
- W-9 (if necessary)

Dear FFP Grant Award Recipient:

Congratulations! On behalf of the Governor, we are pleased to award your organization financial assistance from the Forest Fire Protection (FFP) Grant Program. We look forward to this opportunity to engage in partnerships throughout the state with organizations such as yours that help keep our citizens and Wisconsin's forest resources safe.

GRANT AWARD ACCEPTANCE

Enclosed is your FFP grant award package. The following is required by your organization in order to accept the grant award:

- REVIEW the Categories and Amounts Awarded on the enclosed Grant Agreement
 Your project may not have received full funding for all categories requested on your submitted
 application. Review the Grant Agreement in detail to confirm the funding level of your FFP grant.
- ✓ RETURN to the FFP Grant Manager no later than October 15th:
 - DNR COPY of the Grant Agreement signed by your organization
 Your authorized official must sign and date both copies of the Grant Agreement. Return the DNR COPY to the DNR; the GRANTEE COPY is for your file.
 - Payee Verification Form Check recipient, Address, and DUNS #
 Use the Payee Verification Form to verify the entity to which your reimbursement check will
 be made out, the address to which the check will be mailed, and to verify or provide your
 DUNS #.
 - If the State of Wisconsin has information on file for your organization, it will be provided on the Payee Verification Form for your review along with instructions on how to change it if necessary.
 - If one or more pieces of information are missing from your file, the Payee Verification
 Form has instructions for how to submit your DUNS # and/or use a W-9 to submit
 your check recipient and check address.
 - 3. W-9 Taxpayer Identification Number (TIN) Verification Form (if necessary)
 This form is included in your award package only if the DNR does not have payment information for your organization on file. Follow the instructions for completion.

GRANT AGREEMENT KEY ELEMENTS

You are responsible for reading the entire Grant Agreement before accepting this award. Several key elements of the Grant Agreement are listed below. The FFP Grant Award Checklist is enclosed to assist with grant requirements and deadlines.

- FFP Grant Period: October 1, 2021 April 15, 2022
 As soon as you return your signed Grant Agreement to the DNR, you may begin your project.
 All grant items must be purchased, received, and paid for during the grant period; all services must be rendered within the grant period. Activity outside of the grant period will NOT be eligible for reimbursement.
- The reimbursement request deadline of April 15, 2022, is strictly enforced. There will be <u>NO EXTENSIONS</u>. All reimbursement request forms and invoices must be submitted or have postmark date of April 15, 2022.
- FFP Grant Program information on the DNR website: http://dnr.wi.gov/aid/forestfireprotection.html

All FFP grant program guidance, forms, and reimbursement information can be found on this webpage. FFP Grant Procedures are posted under the tab titled: Awards/Payments.

As with all publicly funded projects, you may be contacted by the Office of the Governor or your state Legislator regarding the issuance of a press release to publicize the grant award.

If you have any questions or need assistance accessing grant materials, please contact: Sandy Chancellor, FFP Grant Manager, (608) 720-0122.

Sincerely,

Sandy Chancellar

FOR

Jim Ritchie, Director

Bureau of Community Financial Assistance



NOTEWORTHY NEWS FOR OVERALL FUNDING OF WISCONSIN FFP GRANTS

Based on this grant cycle's funding priorities and the amount of grant funds available, it was possible to fund <u>all</u> eligible applicant requests for:

- Personal Protective Equipment
- Training
- Prevention
- Suppression Tools/Equipment
- Communication Equipment
- Dry Hydrant Installation
- Mapping
- Off-Road Vehicle

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707-7921

Forest Fire Protection Grant Program
Grant Agreement
Form 4300-119A Rev. 9/2021

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee	Grant Number		
La Pointe Fire Department	FFP-22F-115		
Period of Grant Agreement	Program Name		
October 1, 2021 - April 15, 2022	Forest Fire Protection Grant Program		

U.S. Department of Agriculture//Forest Service/Cooperative Forestry Assistance Grant, CFDA #10.756

\$4002.00	Personal Protective Equipment (PPE):
\$0.00	Training:
\$125.00	Prevention:
\$1062.00	Tools/Equipment:
\$3328.00	Communication Equipment:
\$	Dry Hydrant Installation:
\$0.00	Mapping:
\$0.00	Off-Road Vehicles:
\$8517.00	Project Total
x 50%	x Grant Share
\$4258.50	TOTAL FFP GRANT FUNDING Not to exceed \$10,000 for fire departments or \$25,000 for county/area associations of fire departments

State of Wisconsin **Department of Natural Resources** P.O. Box 7921 Madison, WI 53707-7921

Forest Fire Protection Grant Program Grant Agreement Form 4300-119A Rev. 9/2021

STATE OF WISCONSIN

For the Secretary

Ву

DEPARTMENT OF NATURAL RESOURCES

Grantee: La Pointe Fire Department

Grant #: FFP-22F-115 Grant Amount: \$ 4258.50

The following documents are hereby incorporated into and made part of this agreement:

- 1. Chapter NR 47, subchapters I and VIII, Wis. Adm. Code

- s. 26.145, Wisconsin Statutes
 DNR Forest Fire Protection Grant Application (Form 4300-119)
 DNR Forest Fire Protection Grant Terms and Conditions (Form 4300-119B) and attachments

Sandy Chancellor Date: September 29, 2021 Jim Ritchie, Director **Bureau of Community Financial Assistance ACCEPTANCE** The person(s) signing for the Grantee has read and understands the FFP Terms and Conditions (Form 4300-119B), and represents both personally and as an agent of her/his principal that s/he is authorized to execute this agreement and bind her/his principal, either by a duly adopted resolution or otherwise. Grantee: La Pointe Fire Department Date: _ Signature: Printed Name: Title:

Please keep this copy of your grant agreement and all other grant documentation for 3 years.

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and VIII, Wis. Admin. Code. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Grantee	Grant Number
La Pointe Fire Department	FFP-22F-115
Period of Grant Agreement	Program Name
October 1, 2021 - April 15, 2022	Forest Fire Protection Grant Program

U.S. Department of Agriculture//Forest Service/Cooperative Forestry Assistance Grant, CFDA #10.756

Person	nal Protective Equipment (PPE):	\$4002.00
	Training:	\$0.00
	Prevention:	\$125.00
	Tools/Equipment:	\$1062.00
	Communication Equipment:	\$3328.00
	Dry Hydrant Installation:	\$
	Mapping:	\$0.00
	Off-Road Vehicles: (partially funded this grant cycle)	\$0.00
	Project Total	\$8517.00
8	x Grant Share	x 50%
	TOTAL FFP GRANT FUNDING //area associations of fire departments	\$4258.50

Grantee:La Pointe Fire Department Grant #: FFP-22F-115 Grant Amount: \$ 4258.50

The following documents are hereby incorporated into and made part of this agreement:

- 1. Chapter NR 47, subchapters I and VIII, Wis. Adm. Code

- s. 26.145, Wisconsin Statutes
 DNR Forest Fire Protection Grant Application (Form 4300-119)
 DNR Forest Fire Protection Grant Terms and Conditions (Form 4300-119B) and attachments

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES For the Secretary

Sandy Chancellar
FOR Jim Ritchie, Director
Bureau of Community Financial Assistance
derstands the FFP Terms and Conditions (Form 4300-119B), and represents t s/he is authorized to execute this agreement and bind her/his principal, either
Grantee: La Pointe Fire Department
Signature:
Printed Name:
Title:
d

Please submit to the FFP Grant Manager:

Department of Natural Resources Mail:

> Attn: Sandy Chancellor 3911 Fish Hatchery Road Fitchburg, WI 53711

(608) 275-3338 Fax:

Email: DNRFFPGrantProgram@wisconsin.gov

PAYEE VERIFICATION FORM – Check recipient, Address, and DUNS

Grantee: La Pointe (Town of)
Grant #: FFP-22F-115
The State of Wisconsin currently has the following information on file for your organization. Please carefully
review this information and follow the directions.
PAYEE (who the check will be made out to): Town of La Pointe
CORRECT – Proceed to the ADDRESS section.
INCORRECT – Disregard the remainder of this form. Instead, fill out a W-9 form. The W-9 form and instructions are available under the 'Awards' tab at: http://dnr.wi.gov/aid/forestfireprotection.html
ADDRESS (where the check will be mailed):
PO Box 270
La Pointe, WI 54850
CORRECT — Return this form to the DNR. INCORRECT — Enter the correct address below. Do not use a home address.
NEW ADDRESS:
DUNS #: 02-813-3358
CORRECT — Return this form to the DNR.
INCORRECT – Enter the correct DUNS# below.
DUNS #:

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707-7921

Forest Fire Protection Program
Terms and Conditions
Form 4300-119B Rev. 9/2021

A. GENERAL CONDITIONS

- PERFORMANCE. The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the GRANTEE mutually
 agree to perform this agreement in accordance with the Forest Fire Protection (FFP) Grant Program and with the project proposal,
 application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and
 made a part hereof.
- INDEPENDENT CONTRACTOR. The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- ENTIRE GRANT AGREEMENT. FFP Grant Agreement (Form 4300-119A), together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
- 4. GRANT AGREEMENT AMENDMENTS. Any cost adjustments must be made by a formal amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT without the requirements of GRANTEE's signature.
- 5. SUSPENSION OF OBLIGATIONS. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
- 6. **GENERAL LIABILITY.** It is mutually agreed that the Department and the grant recipient will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.
- 7. WISCONSIN STATE SINGLE AUDIT GUIDELINES. Responsible Units shall comply with annual Single Audit requirement in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines issued by Wisconsin Department of Administration, State Controller's Office.

8. The GRANTEE agrees:

- a. OFFER ACCEPTANCE. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the FFP Grant Manager one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
- b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
- c. EXECUTION OF AGREEMENT. To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
- d. APPLICABLE LAW. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
- e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The GRANTEE should consult its legal counsel with questions concerning contracts and bidding. The GRANTEE may obtain the following document from the DEPARTMENT website http://dnr.wi.gov/aid/forestfireprotection.html or by calling the grant manager associated with this grant agreement: Procurement Guide for Local Governments Receiving DNR Grants.
- f. ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS. To comply with the FFP Grant Procedures, a copy of which the GRANTEE may obtain from the DEPARTMENT website http://dnr.wi.gov/aid/forestfireprotection.html or by calling the grant manager associated with this grant agreement. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the GRANTEE for a period of three (3) years following the end of this agreement. The GRANTEE agrees to allow the DEPARTMENT access to these records upon request.

- REPAYMENT; TERMINATION. To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the GRANTEE.
- h. NON-DISCRIMINATION. In connection with the performance of work under this agreement, the GRANTEE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this agreement or withholding of payment.

9. The DEPARTMENT agrees:

- GRANT ENCUMBRANCE AND PAYMENT. In consideration of the covenants and agreements made by the GRANTEE herein, to obligate for the GRANTEE the amount listed as the Total FFP Grant Funding as specified on FFP Grant Agreement (Form 4300-119A) and to tender to the GRANTEE that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing fifty percent (50%) of the eligible project costs not to exceed a maximum of the Total FFP Grant Funding as specified on FFP Grant Agreement (Form 4300-119A).
- b. TERMINATION. Pursuant to section 8(g), reserves its right to terminate this agreement for failure by the GRANTEE to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

- The GRANTEE agrees to sign and return the grant agreement within 30 days of receipt of this agreement or by the date indicated in the transmittal letter. Failure to return the agreement may result in withdrawal of the Department's offer of grant funding.
- The GRANTEE agrees it will not be eligible for funding during the next FFP grant cycle if the GRANTEE fails to complete this project. 2.
- The GRANTEE agrees and certifies that the sum of the total project cost is available for the proposed project, and it shall provide 3. evidence of such availability to the DEPARTMENT upon request.
- The GRANTEE also agrees that funds used to match this grant are not from another federal or state financial assistance program.
- The GRANTEE agrees that in the purchase of equipment and services it shall comply with the following minimum criteria:
 - All items of less than \$5,000.00 value will be purchased only after receiving at least three written informal quotations.
 - Items or projects equal to or exceeding \$5,000.00 in value will be competitively, publicly bid and awarded to the responsible low bidder for goods or services.
 - All radio equipment must include county fire and appropriate mutual aid frequencies including Fireground Blue and meet federal P25 and narrowband requirements.
 - All fire equipment purchased must meet the state, federal and National Fire Protection Association (NFPA) 1977 Standard (1998 Edition).
- The GRANTEE agrees to maintain an inventory record of all property items with a useful life of two years or more and a value of \$5,000.00 or more, and not to alter, sell, trade, or dispose of such property without written approval of the DEPARTMENT.
- The GRANTEE agrees that should equipment purchased pursuant to this agreement be destroyed while engaged in the suppression of a fire, or be lost or destroyed in any other manner, the DEPARTMENT's share of its cost shall be reimbursed to the DEPARTMENT from the proceeds of the insurance payment for the loss unless the equipment is replaced and used in accordance with this agreement.
- The GRANTEE agrees that breach of this grant agreement or sale, transfer or misuse of equipment purchased pursuant to it shall render the GRANTEE liable to the DEPARTMENT in the amount of the state's share of its cost. Upon any such breach or misuse, transfer or sale, the GRANTEE agrees to return the DEPARTMENT's share of funding within 30 days when demanded in writing.

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707-7921

Forest Fire Protection Program
Terms and Conditions
Form 4300-119B Rev. 9/2021

- 9. The GRANTEE agrees that the project shall be completed and a final payment request be submitted to the DNR no later than the project end date indicated on FFP Grant Agreement (Form 4300-119A), unless stated otherwise by an amendment to this project agreement. The final payment request will consist of a complete, signed and dated Reimbursement Request-Form 4300-120, proof of purchase, and proof of payment (if requested) for each eligible expense(s) incurred during the project period.
- 10. The DEPARTMENT agrees to pay its share of funding within a reasonable processing time, upon presentation by the GRANTEE of proof of purchase, proof of payment, certification of receipt of the goods and services and other financial documents requested by the DEPARTMENT and its determination that applicable statutes, administrative rules and this grant agreement have been complied with.

C. CONDITIONS APPLICABLE TO RECIPIENTS OF FEDERAL FUNDS

- Federal authorization is made under Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation and Trade Act of 1990, as amended, Public Law 101-624.
- The GRANTEE shall provide proper facilities to the United States Department of Agriculture (USDA), their agents, or any of their duly authorized representatives in order to access and inspect books, records, documents, and other evidence for the purpose of inspection, audit, and copying.
- 3. The GRANTEE agrees, as a recipient of federal financial assistance, to post this statement in its office: "This institution is an equal opportunity provider."
- 4. To the extent practicable, any equipment and products purchased by the GRANTEE with federal funds from the FFP Grant will be American-made.
- 5. The GRANTEE must have a Data Universal Numbering System (DUNS) number as required for all federal grant subrecipients. The DUNS number is a unique nine-character identification number available free of charge from Dun & Bradstreet, Inc.
- 6. The GRANTEE must maintain annual registration in the System For Award Management (SAM): www.sam.gov
- 7. The federal funds for this project are part of a Volunteer Fire Assistance Core Funding and/or a State Fire Assistance Core Funding grant(s) awarded to Department of Natural Resources and administered by the US Department of Agriculture Forest Service. As a subrecipient of these federal funds, the GRANTEE agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The GRANTEE agrees to have an audit in accordance with Uniform Guidance if they expend \$750,000 or more in federal awards during the fiscal year.
- 8. The GRANTEE agrees and certifies that it, and any of its principals, are not presently or within the preceding three-year period excluded, debarred, suspended; are not criminally or civilly charged for commission of fraud or a criminal offense in connection with embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property under a federal or state contract, grant, or cooperative agreement according to 7 CFR Part 3017 and 2 CFR 180-Debarment and Suspension. The GRANTEE will immediately contact the DEPARTMENT if it, or any of its principals, no longer meet this certification.

** ATTENTION **

It is your responsibility to place your orders early to eliminate issues with shipping delays!

SOME ITEMS HAVE CHANGED FROM LAST YEAR!!!

You will not be reimbursed for these items if these requirements are not met.

See complete Eligibility list on FFP website for additional details.

https://dnr.wi.gov/Aid/ForestFireProtection.html

Personal Protective Equipment must meet the NFPA 1977 standard AND bear NFPA 1977 label.

Coveralls, brush pants and jackets, jumpsuits maximum \$250 ea./\$125 grant funds.

<u>PERSONAL LIGHTING</u>: Personal Safety Strobes *are* eligible (must be strobe only, not capable of producing a steady beam of light) \$20 max. ea./\$10 grant funds.

All flashlights, headlamps, helmet lights, scene lighting are still INELIGIBLE

BOOTS Limited to \$200/pair (grant funds \$100), Maximum 10 pairs

(boots <u>MUST</u> meet NFPA 1977 certification) (Note-boots can cost more than \$200, but no more than \$200 with be considered grant eligible.)

SKID-UNITS (Please communicate this info to your vendor ASAP.)

NO part of any high-pressure skid unit will be funded.

- UTV/RTV/ATV slip-on pumping unit, maximum \$8000 (\$4000 grant funds)
- Brush Truck slip-on pumping unit, maximum \$14,000 (\$7,000 grant funds)
 - 1. Itemized invoices <u>MUST BE SUBMITTED</u>. For example, expenses for pumps, hose reels, tanks, hose, labor, etc. should be individually broken out.
 - 2. Pumps must meet <u>ALL</u> of the following criteria:
 - 21 hp or lower
 - Pressure NOT capable of exceeding 300 psi
 - Primary use must be for initial-attack suppression
 - 3. NO flatbed body chassis can be purchased with Tools/Equipment \$. They are funded with Off-road Vehicle \$.

NOZZLES/APPLIANCES

1. All nozzles and appliances cannot exceed 1" in diameter

(With the exception of appliances to fit pumps being purchased in this grant cycle)

2. Nozzle costs only up to \$200 per nozzle (grant funds \$100)

FOAM (max = 50 gallons) Eligible: USDA approved, Class A Foam only (see FFP website for list of eligible foams)

RADIOS (max = 2 mobile, 2 portable) Max \$2500 per radio (\$1250 grant funds)

Radios must meet ALL of the following criteria:

- 1. Meet P25 conventional standard
- 2. Meet federal narrowband frequency standard
- 3. Include county fire repeaters and appropriate mutual aid frequencies, including fire ground Blue

RADIO REPROGRAMMING max \$1000 (grant funds \$500)

Radio reprogramming for DNR digital communication & monitoring

1. Fire department radios, software, cable for radio reprogramming

RADIO HEADSETS

- 1. Reimbursement only up to \$300 (grant funds \$150)
- 2. Must be connected to portable radio only

PAGERS max=\$400 per pager (\$200 grant funds) 5 pager limit

TRACKS FOR ATV, RTV, UTV ARE INELIGIBLE

FOREST FIRE PROTECTION (FFP) GRANT AWARD CHECKLIST

This checklist is provided to help you conduct your fire organization's FFP project. Important dates are noted to keep your project on track. This checklist is not intended to replace the detailed procedural information found in the "FFP Grant Procedures" document. If you need a hard copy of information contained in this checklist, please contact the FFP Grant Manager. This document, as well as all documents referred to in the checklist, can be accessed at the Forest Fire Protection Grant Website: http://dnr.wi.gov/aid/forestfireprotection.html

DUE	DONE	Grant # FFP-22 Project Dates: 10/01/2021 – 4/15/2022
		GRANT AWARD ACCEPTANCE
		Read the grant letter and agreement.
10/15/21		Confirm the approved category award amount, total grant award amount, and note any ineligible item(s).
		Carefully review the grant agreement before accepting this award to fully understand your responsibilities as the grantee.
		Accept or decline the grant award. Immediately inform the FFP grant manager, in writing, if you decline the grant award.
	-	Read the "FFP Grant Procedures" document for grant administration information. This document is available on the FFP grant program website.
		Sign both copies of the grant agreement. Return the DNR COPY to the FFP Grant Manager.
		Complete the Payee Verification Form and, if necessary, a W-9.
10/15/21		Submit – DNR Copy of Grant Agreement, Payee Verification Form, and, if necessary, a W-9 to the FFP Grant Manager: Mail: Department of Natural Resources – 3911 Fish Hatchery Road, Fitchburg, WI 53711 Email: DNRFFPGrantProgram@wisconsin.gov Fax: (608) 275-3338
		Create and maintain a grant file for this FFP grant project. Accounts, documents, and records related to this project must be retained for a period of three (3) years and made available upon inspection.
	(Once you sign and return these documents, proceed with your project

FOREST FIRE PROTECTION (FFP) GRANT PROGRAM GRANT PROCEDURES

GRANT REQUEST APPROVAL & GRANT AWARD ACCEPTANCE

- The Department of Natural Resources (DNR) approved the portion of the fire organization's grant request as listed in the grant agreement.
- Thoroughly read the grant award letter and agreement to fully understand your responsibilities as the grantee.
- Pay particular attention to the "Grant Project Detail by Category" section on page 1 of the grant agreement.
 - Do not assume you received everything requested in your original application. This page of the grant agreement defines:
 - the individual category award amount approved
 - the total grant award amount
 - any item(s) declared ineligible
 - It is also possible that a partial award is being offered based on the number of eligible applicants and funding availability.

By <u>October 15th</u>, the authorized representative for the grantee must sign and return all required documents listed below. If this deadline is not met, your organization risks having the offer of grant funding rescinded.

- **DNR copy** of the grant agreement. Sign both copies of the grant agreement and return the DNR copy. The grantee copy of the grant agreement is for your file.
- W-9 Taxpayer Identification Number (TIN) Verification Form
 This form is included in your award packet and must be completed to receive payment. The DNR is transitioning to a new financial software system; as such, a W-9 form is required for all grantees. Please follow the instructions for completion.
- Follow the instructions on the form to enter a DUNS # for your organization or obtain one if you do not already have a DUNS #.

Submit the required documents to the FFP Grant Manager by October 15th:

- Email (received by midnight): DNRFFPGrantProgram@wi.gov
- Fax (received by midnight): (608) 275-3338

DUNS#

 Mail (postmarked): Department of Natural Resources – 3911 Fish Hatchery Road Fitchburg, WI 53711

PROCEED WITH YOUR PROJECT

Once you sign the grant agreement and submit the required materials to the DNR, there will be no further confirmation from the DNR.

DECLINING THE GRANT AWARD OFFER

Please provide the FFP Grant Manager written notification of your decision to decline the grant award offer by <u>October</u> <u>15th</u>. There will be no penalty to your fire organization if the decision is made before this deadline.

FOREST FIRE PROTECTION (FFP) GRANT PROGRAM GRANT PROCEDURES

USE OF GRANT FUNDS

- Read the grant agreement carefully, especially noting the "Grant Project Detail by Category" section on page 1 of
 the grant agreement. This is important because it defines the individual category award amount approved, the total
 grant award amount, and any item(s) that were declared ineligible. If the grant agreement lists ineligible items, the
 FFP grant program will not reimburse those items.
- After returning the required documents to the DNR, place orders with successful vendors following the competitive procurement process outlined below. Arrange for payment and delivery on or before <u>April 15th</u>. The grant period end date of <u>April 15th</u> will be strictly enforced. Begin your project immediately, and order early to avoid backorders. No extensions will be granted for backorders.
- 3. Competitive Procurement is essential. As a grantee, it is imperative you comply with state and federal law. FFP Grant Agreement General Condition A.8.e. and Special Conditions B.5.a.—d. address this issue. Procurement guidelines can be complex. If you have questions regarding the necessity for bids or how to conduct the bidding process, please consult your organization's or municipality's local attorney. A useful tool in determining the bidding method required for your project is the DNR's "Procurement Guide for Local Governments Receiving DNR Grants".

Quotations (catalog pages, internet pages, and documented telephone contacts are acceptable) and bids should be kept as part of the grant file. You may be asked to provide bid documentation prior to reimbursement authorization. For fire organizations ordering from the DNR's Forestry Equipment R&D Center, it is not necessary to follow the bidding requirements since the State has already completed the bidding.

If you plan to order equipment from the DNR's Forestry Equipment R&D Center in Tomahawk, Wisconsin, place your order as soon as possible to avoid backorders. As noted previously, it is not necessary to follow competitive procurement requirements when ordering through this facility. If you place an order, make sure you indicate you received an FFP grant so an invoice can be processed in a timely manner. To expedite your order, email or fax your request.

Website: http://dnr.wi.gov/topic/ForestFire/catalog.html

• Email: DNRFRstockroom@wi.gov

Phone: (715) 453-1257Fax: (715) 453-5998

- 4. The grantee is responsible for payment of the full invoice amount to the vendor from its own (fire organization) account; this may be separate from or part of a municipal account. Payments for grant purchases may be made from the grantee's account as follows:
 - Written check
 - Cashier's check or money order
 - Credit card, debit card, or online banking

Note: Use of a personal credit card or check from a fire department member's account is discouraged; however, we recognize that there are situations that warrant its use. This payment method will require additional "proof of payment" documentation as outlined in the "Reimbursement Process" section.

CAUTION: Items for which payment has been or will be received from another federal or state financial assistance program are not eligible for reimbursement.

DEADLINE FOR FFP PROJECT COMPLETION IS APRIL 15th – NO EXTENSIONS.

The project end date of April 15th will be strictly enforced.

FOREST FIRE PROTECTION (FFP) GRANT PROGRAM GRANT PROCEDURES

REIMBURSEMENT PROCESS

The DNR will process a single reimbursement check. The reimbursement request must be complete when it is submitted to the DNR. The DNR reimburses the grantee for fifty percent (50%) of the eligible project costs up to the maximum amount of the grant award as stated in the grant agreement. To be eligible for reimbursement: all eligible items must be purchased and received, and all services must be rendered within the grant period as stated in the grant agreement. To request reimbursement, submit the following to the FFP Grant Manager by April 15th:

- Completed and signed Forest Fire Protection (FFP) Grant Program Reimbursement Request (Form 4300-120).
 List the check date, check number, vendor(s), item(s) purchased, amount, and the total expenditure for the grant project. By signing, you indicate that all bills are paid and all items have been received within the grant period. Only record actual expenditures in the "Expenditures" column in the appropriate categories. The reimbursement request form is available at: http://dnr.wi.gov/aid/forestfireprotection.html
- Proof of purchase. For each purchase, a detailed invoice must be submitted. Quotes and estimates are not
 acceptable.

Note: Proof of payment no longer needs to be submitted with the reimbursement request, with the <u>exception</u> noted below. All payment documentation must be kept in the fire organization's grant file to be produced upon inspection. If the FFP grant manager determines payment documentation is needed, you will be contacted directly.

EXCEPTION: If a purchase is made with a personal credit card or check from a fire department member's account, it is necessary to submit a copy of the fire organization check showing payment to that fire department member.

Submit FFP Reimbursement Requests to the FFP Grant Manager by April 15th:

- Email (received by midnight): DNRFFPGrantProgram@wi.gov
- Fax (received by midnight): (608) 275-3338
- Mail (postmarked): Department of Natural Resources 3911 Fish Hatchery Road Fitchburg, WI 53711

After DNR staff completes its review of the reimbursement request and authorizes payment for all eligible costs, a check will be sent based on the information supplied on the Payee Verification Form or W-9.

AFTER CHECK ARRIVAL

- Participate in an on-site field check conducted by your local DNR Forester/Ranger. This is an important appointment and serves as an opportunity for you and DNR staff to review the grant award process and project.
- Affix inventory sticker, if provided by the local DNR Forester/Ranger, during the on-site field check.
- Assist in the planning of, and participate in, local public relations opportunities.
- Review information on recordkeeping, inventory, and disposal requirements contained in the grant agreement:
 General Condition A.8.f. and Special Conditions B.6., B.7., and B.8. If your organization received federal funds, grant agreement Conditions Applicable to Recipients of Federal Funds C.2. applies.

CONTACT FOR QUESTIONS

Sandy Chancellor, FFP Grant Manager Phone: 608-720-0122 Email: sandra.chancellor@wisconsin.gov

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Part 3 Point Total Part 4: Grant Funding Requested by Category - Itemized List

Category	Inding Requested by Category – Itemized List Item Description	Qty	Cost/Item	Total	Category Tota
Personal Protective Equipment (PPE)	Safety glasses/Goggles	5	9.50	47.50	tank and a second
	Safety glasses/Goggles	1	17.00	17.00	
	Boots (NFPA 1977 Std, max \$200/pair, max 10 pairs	4	200.00	800.00	
	Wildland leather gloves (NFPA 1977 Standard)	15	16.50	247.50	
	Hot shields/dust masks	9	62.00	558.00	
	Fire shelters	3	395.00	1,185.00	
	Hard hats (NFPA 1977 Standard)	1	42.00	42.00	
	Chainsaw helmets	1	39.00	39.00	
	Chainsaw chaps	1	110.00	110.00	
	Safety glasses/Goggles	4	45.00	180.00	
	Hot shields/dust masks	20	5.00	100.00	
	Fire resistant hoods/shrouds	6	18.00	108.00	
	Other: FR neck protector	9	16.00	144.00	
	Safety glasses/Goggles	2	3.50	7.00	
	Other: Equipment belt	6	11.00	66.00	
	Other: Field pack, pack sack	2	38.00	76.00	
	Portable radio chest packs	2	50.00	100.00	
	Other: Backpack with hardhat net	5	35.00	175.00	4,002.00
Fraining					
Prevention	Other: (specify) Driveway banner	1	125.00	125.00	
					125.00

Forest Fire Protection (FFP) Grant Application

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Category	nding Requested by Category – Itemized List Item Description	Qty	Cost/Item	Total	Category Total
Tools / Equipment	Class A foam&gels (USDA approved ≤50gal)	10	58.00	580.00	
	Nozzles ≤ 1" diameter, Max \$200 ea. (grant funds \$1	2	13.50	27.00	
	Tow straps	1	55.00	55.00	
	Other: (specify) Suction hose 1-1/2"	4	40.00	160.00	
	Other: (specify) Nozzie gasket	10	2.30	23.00	
	Other: (specify) Shackle 7/8" 9.5 ton	1	42.00	42.00	
	Other: (specify) Overall, small	1	175.00	175.00	
					1,062.00
Communication Equipment	Radio-Portable (limit 2) P25 Compliant \$2500 ea., \$1	2	1,664.00	3,328.00	December 1981
				- 10 m 1 m 2	3,328.00
Dry Hydrant Installation #					
Mapping					
Off-Road /ehicles; ATV/RTV/UTV			i Santan ya		
TIRE DEPARTMENTS			Total F	2	
Max: \$10,000 (Total Eligible Project Costs ≥ \$20,000) Min: \$750 (Total Eligible Project Costs ≥ \$1,500)		Total Project Cost			8,517.00
COUNTY/AREA FIRE ASSOCIATIONS:		Applicant Cost Share			4,258.50
Max: \$25,000 (Total Eligible Project Costs ≥ \$50,000) Min: \$5,000 (Total Eligible Project Costs ≥ \$10,000)			DNR	4,258.50	