

MEMO

To: Town Board
From: Michael Kuchta
Re: Town Administrator's Report

DATES COVERED IN REPORT: Oct. 6-21, 2021

1. Accomplished/Completed

- No updates

2. Coming Up

- **Workshops.** The final Budget workshop is scheduled for 5 p.m. tomorrow, Wednesday Oct. 27 (general government, revenue, compensation, follow-ups).

3. Town Board Agenda – Information/Comments

- **Wisconsin Coastal Management Program grant application.** This grant application seeks partial funding for an engineering study to design ADA-compliant accessibility at Big Bay Town Park, including replacing and expanding the existing bridge and staircase. The grant would require a 50/50 Town match of \$15,000 in 2022. The engineering study would make actual construction a shovel-ready project in the future. Town policy requires the Board to approve all grant applications of this size before they are submitted. The draft before you is substantially complete; Ben Schram and I will continue to fill in gaps. In addition, there is time for revisions before the Nov. 5 filing deadline.
- **Sublease of Aircraft Hangar 9A.** Silvertree Ranch LLC has an airport ground lease with the Town through 2031. It wants to sublease the site to Trifly LLC, which is an affiliate of Silvertree. Under Section 4 of the lease, Silvertree needs prior consent of the Town to do so. Silvertree will continue to own the hangar and remain the primary lessee. The proposed sublease and a Certificate of Insurance for Trifly are in your board packet. Your decision is whether to grant Silvertree permission to enter the sublease with Trifly.
- **Grant Agreement with WI Office of Energy Innovation.** Your approval of this \$47,000 grant would allow the Energy Committee to pursue a feasibility study for creating up to three self-sufficient microgrids for Town facilities and other critical infrastructure. The grant covers the bulk of the anticipated costs; the Town has some in-kind costs, plus about \$400 in outlays for ferry fees. After your approval, we would issue a request for quotes seeking consultants to carry out the study.
- **Applicant to Affordable Housing Advisory Committee.** The applicant, Charlie Bertel, has participated as a resident and is interested in taking on a formal role. There are no maximum limits on the number of members you can appoint to this committee. (Also, your packet includes a summary of the employer survey that members of the committee conducted this summer.)

4. Follow Up on Previous/Ongoing Projects

- **Wisconsin Towns Association Convention.** Please see the separate memo summarizing my participation.

5. Grant Report

- Updates are covered under the meeting agenda.

6. Lawsuits/Legal Issues

- No updates.

7. Other Information

- **Accounting software.** Barb Nelson continues to research two final options. She will be in Washburn on Oct. 25 for a hands-on look at one of the options in a real-world situation.
- **Passenger landing fee.** The Town attorney and I have agreed to look further into one option that he believes we may be able to pursue under existing statute.
- **Town projects.** Paperwork is complete for the Rec Center bathroom renovation, dock passenger shelter, and cemetery shed projects.
- **Gateway Sculpture.** The Town's Public Arts Committee and the La Pointe Center for the Arts have overcome significant hurdles and are moving forward with fabrication of the crane sculpture proposed by artist Lisa Kosmo. The La Pointe Center signed a contract with the artist and purchase orders with engineering, fabrication, concrete, and excavation contractors. The hope is to have the concrete foundation and base installed this fall in the newly donated Russell land. The Center is covering all costs and intends to donate the sculpture to the Town when complete.

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
2. Project Title (max. 15 words): Big Bay Town Park Water Access	
3. Organization applying: Town of La Pointe	5. Organization nine-digit DUNS Number: 028133358
4. Contact Person and Address (include full, nine-digit zip code): Michael Kuchta, Town Administrator 240 Big Bay Road, PO Box 270 La Pointe, WI 54850-0270 Phone: 715-747-6914 Email: administrator@townoflapointewi.gov	6. Primary County where project is located: Ashland 7. Other Counties where project is located: 8. Congressional District #: 7 9. State Senate District #: 25 10. State Assembly District #: 74
11. Total Project Cost: \$30,000	
12. WCMP Share: \$15,000	14. WCMP Percent: 50%
13. Applicant Share: \$15,000	15. Applicant Percent: 50%
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. <u>Consider completing this portion of the application last to summarize your proposal.</u> a. Project Description: Develop engineering concepts to improve visitor access to the beach, lakefront, and lagoon while preserving historic vistas at Big Bay Town Park on Madeline Island. Concepts will include adding access – which does not now exist – for visitors who rely on wheelchairs or other mobility assistance. b. Project Tasks/Deliverables 1. Task A: Town will draft and issue request for quotes (RFQ). 2. Task B: Engineering firm will survey topography of bluff, lagoon, banks, beach, and lakefront, plus the park’s existing (but aging) staircase and bridge. 3. Task C: Based on survey results, and in conjunction with Town crews, engineering firm will develop conceptual models and drawings for: <ul style="list-style-type: none"> • A wider bridge, capable of allowing two-way pedestrian traffic of visitors carrying kayaks and canoes, families pushing strollers or pulling wagons, or visitors using wheelchairs or other mobility assistance. • A wider staircase to replace the existing structure and provide the same improved access as a new bridge. • ADA-compliant options to access the beach and lagoon, which could complement the staircase or replace it. These options will include the feasibility of a ramp connecting the bridge from the parking lot and bluff above, and installing an elevator, funicular, or similar incline lift. 4. Task D: Each concept will include estimated construction costs to cover the range of options, materials, and approaches that are feasible. 5. Task E: Options will be compiled in a written report delivered to the Town.	

D U V E L

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1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

Big Bay Town Park on Madeline Island is operated by the Town of La Pointe. The park provides a free, year-round portal to one of Wisconsin's most storied locations: the Big Bay waterfront of Lake Superior; the undeveloped, iconic Big Bay lagoon, which is the subject of thousands of landscape photographs and paintings; and a 2.5-mile sand beach, which separates the lake from the lagoon and connects Town Park with Big Bay State Park. The location is a magnet for swimmers, kayakers, canoeists, picnics, and more.

Town Park is growing in popularity – with a record XX campground reservations in 2021, and an estimated XX additional day visitors. Unlike at the State Park, the Town Park does not charge admission for day use.

Unfortunately, the infrastructure at Town Park is less than ideal; the wooden staircase and bridge that provide access from the bluff to the beach and lagoon are not useable for visitors who rely on wheelchairs; in fact, they are a significant barrier for any visitor with mobility issues or who bring equipment such as stroller. In addition, the staircase and bridge are XX years old and showing their age. Further, the staircase and bridge are only XX feet wide, which causes crowding and other problems, especially in peak season.

2. Project Description:

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

a. The Town will contract and partner with an engineering firm to explore and develop proposals to improve visitor access to the beach, lakefront, and lagoon; create access that does not now exist; and better handle the growing popularity of Big Bay Town Park. Options will be sensitive to preserving historic vistas; they will take into account sustainability, site impact, and maintenance. The project will develop conceptual models and drawings for:

- A wider bridge, capable of allowing two-way pedestrian traffic of visitors carrying kayaks and canoes, families pushing strollers or pulling wagons, or visitors using wheelchairs or other mobility assistance.
- A wider staircase to replace the existing structure while providing the same improved access as a wider bridge.
- ADA-compliant options to access the beach and lagoon.

These options could be in addition to a new staircase or in place of a new staircase. Options should examine the feasibility of a ramp that connects the bridge from the parking lot and bluff above, while maintaining the rustic nature of the site installing an elevator, funicular, or similar incline lift that connects the bluff to the bridge.

b. The engineering phase of the project is step one toward determining feasibility of actual construction. Improving accessibility is a logical follow-up to recent improvements at the Town Park, including additional camp sites, a picnic pavilion, a playground, and showers.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> • Acres of habitat restored or protected
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in tons of soil erosion/sedimentation

Great Lakes Education	<ul style="list-style-type: none"> • Number of people trained • Projected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	<ul style="list-style-type: none"> • Linear feet of coastline made accessible or acquired • Acres Acquired

- a. The project's main goals are to preserve access to an iconic coastal region of the state, and to improve access for more residents and visitors in a broader range of ages, abilities, interests, and activities.
- b. This engineering phase is necessary before we can pursue any construction that would turn goals into reality. With minor exceptions, the engineering report that this project will produce should be an evergreen document with a long shelf life. It should make construction a shovel-ready possibility once we acquire the necessary funding.
- c. The project aligns with Ashland County's goals of enhancing camping experiences for youth and adults in the county, leverages the investment the State Park made in constructing its boardwalk along Big Bay itself, and is consistent with the recreational goals of the Lake Superior Lakewide Action and Management Plan.
- d. As an outcome of this project, construction would enhance free access for people of all means to the unique 2.5 miles of sand beach and the 130-acre lagoon that are part of Big Bay. That access will ensure continued recreational and economic benefits, and strengthen awareness and support for the value of resources such as Big Bay.

4. Methodology and Timetable

- Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. **Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
- Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
- Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a.
- July 1, 2022. Town of La Pointe requests quotes from regional engineering firms to undertake project.
 - No later than Aug. 23, 2022. Town Board approves contract with selected engineering firm.
 - No later than Jan. 20, 2023. Engineering firm delivers preliminary report and concepts to Town.
 - No later than Feb. 10, 2023: Town Board holds public workshop on report and concepts.
 - No later than Feb. 28, 2023: Town Board selects preferred concept, or asks engineering firm for additional revisions.
 - No later than March 28, 2023: Final report delivered.
- b. The selected engineering firm will develop conceptual models and drawings for:
- A wider bridge, capable of allowing two-way pedestrian traffic of visitors carrying kayaks and canoes, families pushing strollers or pulling wagons, or visitors using wheelchairs or other mobility assistance.
 - A wider staircase to replace the existing structure while providing the same improved access as a wider bridge.
 - ADA-compliant options to access the beach and lagoon.
 - It will also estimate construction costs and timetables for each option.
- c. Public comment will be invited during the board workshop on concepts (as described in the timeline).
- d. The selected engineering firm will be required to incorporate contingencies for fluctuating water levels into their final designs. (In recent years, water levels of the lagoon have fluctuated more than lake levels have.)

5. Project Budget

- Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.

- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the nearest dollar.

Table 1: Budget (Required)

Activity (<i>do not change categories</i>)	WCMP Request	Match	Total
Personnel (<i>names required, if known</i>)	\$	\$	\$
Fringe Benefits (<i>provide rate and included benefits</i>)			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	15,000	15,000	30,000
Construction (<i>name of company consultant required, if known</i>)			
Other			
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals			

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits (<i>provide rate and included benefits</i>)			
Equipment			
Travel			
Supplies			
Contractual	15,000	15,000	
Construction			
Other			
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals			

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Budget Description

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

- a. Matching funds would be allocated from the Town's Capital Improvements account for Big Bay Town Park.
- b. The Town is not pursuing additional funding sources for this engineering phase of the project.
- c. Having an engineering report complete will enable the construction phase of the project to be shovel-ready. That will enable the Town to pursue additional sources in future grant cycles, such as the DNR's Knowles-Nelson Stewardship Grant, Duluth Superior Area Community Fund, or the state's Tourism Capital Grant Program.
- d. Not applicable

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles and contributions).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

Alliances, marketing, outreach or engagement with under-represented communities would be most applicable to the construction phase of the project.
Alliances, marketing, outreach or engagement with under-represented communities would be most applicable to the construction phase of the project (though the purpose of providing accessibility for visitors who need mobility assistance directly addresses needs of an underrepresented population).

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

10-13-21

GROUND SUBLEASE AND AIRCRAFT HANGAR LEASE AGREEMENT

This GROUND SUBLEASE AND AIRCRAFT HANGAR LEASE AGREEMENT (this "Agreement") is entered into effective as of November 1, 2021, by and between Silvertree Ranch, LLC ("Silvertree") and Trifly, LLC ("Subtenant"). Silvertree and Subtenant are corporate affiliates under common control.

RECITALS:

- A. Silvertree is a tenant under an Aircraft Hangar Lease, a copy of which is attached as Exhibit A, with the Town of LaPointe, Wisconsin ("LaPointe") as lessor effective July 13, 2021 (the "Prime Lease"), covering certain real property located at Major Gilbert Field Airport in LaPointe, Wisconsin (the "Airport Property") and owns the aircraft hangar and parking improvements located on Airport Property (the "Hangar")
- B. Subject to the terms and conditions of this Agreement, Silvertree desires to (i) sublease the Prime Lease to Subtenant; and (ii) lease the Hangar to Subtenant.

NOW, THEREFORE, Silvertree and Subtenant agree as follows:

1. Lease. Silvertree hereby (i) subleases the Prime Lease in the Airport Property to Subtenant, subject to the terms and conditions of the Prime Lease, for all of the activities, uses, and purposes set forth in the Prime Lease; and (ii) leases the Hangar to Subtenant. Subtenant agrees that any of Subtenant's aircraft which are stored at or utilize the Hangar shall be registered with the FAA and that it shall at all times comply with all relevant laws, rules and regulations whatsoever.
2. LaPointe Lease. This Agreement is subject to all of the terms, covenants and conditions of the Prime Lease and said terms, covenants and conditions are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.
3. Rent. In addition to all amounts due under the Prime Lease, Subtenant shall pay rent to Silvertree under this Agreement in the amount of \$1.00 per month, in advance on the first day of each month of the term of this Agreement, subject to adjustment as provided in paragraph 5 below.
4. Term. The term of this Agreement shall commence on the date above and terminate on the date the Prime Lease terminates; provided, however, that in the event Silvertree and LaPointe agree to extend the term of the Prime Lease, the term of this Agreement shall automatically be extended to such term extension agreed to by LaPointe and Silvertree. Notwithstanding the foregoing, the term of this Agreement is subject to earlier termination: (i) upon termination of the Prime Lease, (ii) upon mutual agreement of the parties, (iii) upon an uncured default, as provided for in paragraph 9 below, or (iv) by notice given by Subtenant within ninety (90) days of the notice date of a rent adjustment by Silvertree under paragraph 5 below.
5. Adjustment of Hangar Rent. The parties recognize that Silvertree may make additional capital improvements to the Hangar during the term of this Agreement and that the rental amount for the Hangar set out in paragraph 3 may be adjusted by Silvertree to reflect the cost of such improvements, as well as to reflect changed economic and market circumstances. Therefore, the parties agree that Silvertree may, upon 90 days advance written notice to Subtenant, adjust the monthly

rental from time to time during the term. Unless Subtenant elects to terminate this Agreement within ninety (90) days of the date of such notice of rent adjustment, as permitted by paragraph 4(iv) above, such adjusted rental amount shall be deemed accepted by Subtenant.

6. Operating Expenses, Maintenance, and Taxes. Subtenant will directly pay all operating expenses of the Hangar and Airport Property, and all amounts due by Silvertree under the Prime Lease. Subtenant shall, at its expense, keep and maintain the Hangar in good order and repair and in a clean and neat condition.

7. Insurance. Subtenant will pay premiums for and maintain insurance as required by the Prime Lease and as required by Silvertree. Such insurance policies shall be in a form satisfactory to Silvertree naming Silvertree as an additional insured. Copies of such insurance policies, or certificates evidencing such coverage, shall be furnished to Silvertree upon request.

8. Indemnification. Subtenant hereby agrees to indemnify and defend Silvertree against all threatened or actual claims, demands, disputes, liabilities, actions, suits or proceedings, and against all costs, charges, fines, amounts paid in good faith settlement, or other expenses (including reasonable attorneys' fees) imposed upon Silvertree, arising from (i) Subtenant's activities at or related to the Airport Property or the Hangar, or (ii) Subtenant's breach of this Agreement or the Prime Lease. The obligations of Subtenant under this paragraph shall survive the termination of this Agreement.

9. Default. If either Subtenant or Silvertree shall: (i) fail to pay any sum when due hereunder and shall remain delinquent for a period of fifteen (15) days after receipt of notice of such delinquency, or (ii) breach any other obligation hereunder and shall fail to cure such breach within thirty (30) days of receipt of notice of such breach, then the non-defaulting party shall have the right to (a) pay the sum or perform the obligation with immediate right of reimbursement from the other, and (b) terminate this Agreement. All remedies hereunder are cumulative.

10. Entry. Silvertree and its representatives shall have the right to enter the Airport Property or the Hangar for any lawful purpose.

11. Waiver. The waiver by Silvertree or Subtenant of any breach of any term of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term.

12. Severability. The provisions of this Agreement shall be severable if any provision hereof shall be declared invalid.

13. Assignment; Successors. All the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties. Subtenant shall not be entitled to assign this Agreement or to further sublet all or any of the Airport Property or the Hangar without the prior written consent of Silvertree.

14. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purpose.

15. Governing Law; Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereto.

IN WITNESS WHEREOF, the parties hereto have executed Agreement effective as of the date first set forth above.

Silvertree Ranch, LLC

Trifly, LLC

By: R. Peter Burwell
Its: President

By: R. Peter Burwell
Its: President

Consented to by:

TOWN OF LAPOINTE, Lessor

By: _____
Town Chairperson

Dated: _____, 2021

Attest: _____
Town Clerk

Public

AGREEMENT

Between the

**PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION**

and

TOWN OF LA POINTE

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin Office of Energy Innovation ("OEI"), representing the State of Wisconsin, and **TOWN OF LA POINTE** ("Grant Recipient") (collectively "parties") for the Performance Period lasting from the date this agreement is signed by the OEI and the Grant Recipient through **June 30, 2022**.

WHEREAS, on behalf of the State, the OEI administers the U.S. Department of Energy (U.S. DOE) **State Energy Program Formula Grant** ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be conducted for their mutual benefit; and

WHEREAS, the OEI has approved an award to the Grant Recipient in the amount of **\$47,000.00** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive, independent and distinct from all previous Agreements between the Grant Recipient and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Scope of Work (ATTACHMENT A)
- 3) Budget (ATTACHMENT B)
- 4) Grant Recipient Proposal (as accepted by the OEI) (ATTACHMENT C)
- 5) Order, dated October 13, 2021, in docket 9705-FG-2020 awarding grants PSC REF#: 423066

BY: Michael Kutchta
Michael Kutchta (Oct 15, 2021 1:30:53 CDT)
Michael Kutchta

BY: Kristy Nieto
Kristy Nieto (Oct 15, 2021 6:45 CDT)
Kristy Nieto

TITLE: **Town Administrator**

TITLE: **Administrator, Division of Digital Access,
Consumer and Environmental Affairs**

DATE: 10/15/2021

DATE: Oct 15, 2021

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Digital Access, Consumer and Environmental Affairs Administrator or their designee, who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be Michael Kutcha, who shall represent the Grant Recipient's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Grant Recipient shall at all times comply with and observe all federal, state, and local laws, ordinances and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract funds shall not be used to supplement, existing funding otherwise budgeted or planned for projects outside of this program, whether under local, state or federal law, without the consent of the OEI.
2. The Grant Recipient, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grant Recipient thereby, no personal liability shall arise against the officers, agents and employees of the OEI, it being understood that in such matters the officers, agents and employees of OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages sustained by any persons or property resulting from the operations of the Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grant Recipient is also the recipient of OEI funds under the same or a separate contract program, then the OEI-funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The Grant Recipient shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 5. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI and any applicable professional standards.

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior notification to the OEI and prior written approval of the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between the Grant Recipient and a subcontractor. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in Wis. Stat. sec. 19.42) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. sec. 51.01(5),, sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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. Except with respect to sexual orientation, the Grant Recipient shall take affirmative action to ensure equal employment opportunities. The Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written Affirmative Action Plan by the Grant Recipient. If the Grant Recipient has a workforce of less than fifty (50), contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of an exemption statement in order to be exempt from submission of an Affirmative Action Plan.

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan or exemption statement to the Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854 and to the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement or the withholding of funds.

ARTICLE 9. SMALL BUSINESSES AND MINORITY-OWNED BUSINESSES

The Grant Recipient shall make affirmative efforts to obtain supplies and services from small business and minority-owned business sources. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than 10 days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of the notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination, plus any termination expenses having prior written approval of the OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of the notice of termination. Upon receipt of the termination notice, the Grant Recipient shall make available to the OEI program records, equipment and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of the notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 12. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if the Grant Recipient demonstrates no evidence of performance of contracted activities. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if Grant Recipient demonstrates no evidence of performance of contracted activities on other contracts between the OEI and the Grant Recipient in whole or in part.

The Grant Recipient's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI; may be a factor in a decision to withhold payment; and may be cause for termination of this Agreement.

ARTICLE 13. PUBLICATIONS

The Grant Recipient may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Public Service Commission of Wisconsin, Office of Energy Innovation, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
- b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0008669."

Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

ARTICLE 14. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 15. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 16. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on any future occasion.

ARTICLE 17. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good-faith efforts to resume performance as soon as possible.

ARTICLE 18. EXTRA WORK

If the OEI desires to have the Grant Recipient perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

FISCAL TERMS AND CONDITIONS

ARTICLE 19. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Wis. Stat. sec. 16.54 (*federal fund spending authority*).

ARTICLE 20. VARIANCES

Contract variances may be permissible. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 21. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the work under this Agreement shall not exceed \$47,000.00 for eligible costs (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI of any transfer of funds among cost categories, direct or indirect, which exceeds or is expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten percent of funds between cost categories require prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 22. ELIGIBLE COSTS

Eligible costs are those costs which can be audited and which are directly attributable to contracted activities and identified and approved in the Grant Recipient Proposal.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the OEI.
2. Costs are allowed only as identified in the Budget and described in the Scope of Work. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses and other activities eligible for reimbursement.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the OEI.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Grant Recipient shall be responsible for reimbursement to the OEI for any disbursed funds which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after the OEI gives written notice to the Grant Recipient.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A; and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 26. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period. The OEI shall make a single reimbursement payment to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation.

- 1) No payments will be issued by the OEI to the Grant Recipient without a request for payment.
- 2) The Grant Recipient shall draft and submit to the OEI a request for payment. The OEI may determine the format of a request for payment.
- 3) Each request for payment must include a copy of an invoice for each eligible cost item for which reimbursement is requested.
 - a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.
 - b) For eligible cost items that do not have a transaction invoice, such as labor expenses, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide each employee's name, job class, total hours worked, hourly wage and, if applicable, fringe rate.
 - c) The OEI may delay reimbursement of a request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.
- 4) The Grant Recipient shall submit a request for payment to the OEI no later than **September 30, 2022**, or within **ninety days after the end of the performance period**, unless authorized by the OEI.
- 5) Each request for payment must include a statement of the match contributed by the Grant Recipient and other project partners. The reimbursement due to the Grant Recipient is the amount of the actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed **\$(47,000.00)**.
- 6) Requests for payment must be submitted as an e-mail attachment to OEI@wisconsin.gov.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 27. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than \$750,000 in Federal awards during the non-Federal entity's fiscal year is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Governmental Grant Recipients, or their assignees, that **expend \$750,000 or more** during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted to the email address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit or the letter confirming that the audit requirements are not applicable via email to: OEI@wisconsin.gov.

ARTICLE 28. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated or electronic format, the Grant Recipient shall provide copies of these materials in the automated or electronic format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale for and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 29. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI via the Public Service Commission of Wisconsin's Electronic Records Filing System at: psc.wi.gov.

SPECIAL TERMS AND CONDITIONS

ARTICLE 30. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 31. REASONABLE COSTS

The Grant Recipient shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 32. AUDITS

The Grant Recipient shall perform an "Agreed-upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any such equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 34. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. The Grant Recipient further guarantees that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient is promptly notified of such suit, and all documents therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages and profits recoverable in any such suit.

ARTICLE 35. PROGRAM INCOME

Program income means gross income received by the Grant Recipient that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or with interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close-out to discontinue using Program income for such purposes, the Grant Recipient shall return to the OEI by January 31 of the following year the Program income balance and any additional Program income accrued.

ARTICLE 36. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations, program materials, and/or exhibit/booth space, if requested.

ARTICLE 37. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Grant Recipient certifies that to the best of its knowledge and belief, it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

**ATTACHMENT A
SCOPE OF WORK**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Summary:

The Scope of the project is that set forth in the application of the Town of La Pointe which is herein incorporated into this agreement as Attachment C—Grant Recipient Proposal.

Specific Deliverables and Milestones:

1. Completion and delivery to OEI per the reporting mechanisms outlined below, of the feasibility study outlined in Attachment C—Grant Recipient Proposal.

Additional Deliverables. The Contractor Shall:

1. Submit complete documentation along with a request for payment.
2. Submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to \$47,000.00 is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of \$10,858.00 is required.**

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2022**, unless a later submission date is authorized by the OEI.

Site Visits:

U.S. Department of Energy, its authorized representatives and OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and is effective through **June 30, 2022**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the State Energy Program Award Number DE-EE0008669."

Full Legal Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Reporting Requirements:

QUARTERLY PERFORMANCE REPORT:

The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The reports shall be submitted to the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

The timeline for these reports is specified below:

Quarterly Reporting Period	Quarterly Report Due
Agreement Effective Date through December 31, 2021	January 15, 2022
January 1 through March 31, 2022	April 15, 2022
April 1 through June 30, 2022	July 15, 2022

OTHER REPORTING:

Final versions of any publications, including but not limited to guidelines, checklists, media and outreach, must be provided to the OEI in an electronic format.

FINAL PERFORMANCE REPORT:

A final report is due 90 days after the Agreement terminates. The OEI may determine the format of a final report. The report shall be submitted to the OEI via the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

**ATTACHMENT B
BUDGET**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	<u>Contract Amount</u>	<u>Match</u>	<u>Total Project Costs</u>
1) Personnel	\$ 0.00	\$ 3,053.00	\$ 3,053.00
2) Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00
3) Contractual	\$ 44,000.00	\$ 7,375.00	\$ 51,375.00
4) Other/ Travel	\$ 3,000.00	\$ 430.00	\$ 3,430.00
5) Total Direct Costs:			
6) Indirect	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS:	\$ 47,000.00	\$ 10,858.00	\$ 57,858.00

**ATTACHMENT C
GRANT RECIPIENT PROPOSAL**

The Grant Recipient proposal, as filed on the Commission's Electronic Record Filing System, is herein incorporated into this Agreement.

Public Filing(s): PSC REF#: 418162

FOR INFORMATIONAL PURPOSES ONLY

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Town of La Pointe
(ii) Subrecipient's unique entity identifier;	028133358
(iii) Federal Award Identification Number (FAIN);	DE-EE0008669
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	06/11/2019
(v) Subaward Period of Performance Start and End Date;	Project Start date through June 30, 2022
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 47,000
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 47,000
(viii) Total Amount of the Federal Award Committed to the subrecipient by the pass-through entity;	\$ 47,000
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	State Energy Program Formula Project Year 2020
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;	<p>Federal Awarding Agency: United States Department of Energy Pass-Through Entity: Public Service Commission of Wisconsin Pass-Through Entity Contact Information: Kristy Nieto, Administrator Division of Digital Access, Consumer and Environmental Affairs email: Kristy.Nieto@wisconsin.gov phone: (608) 261-9419</p>
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	<p>CFDA Number and Name: 81.041 – State Energy Program</p> <p>Dollar Amount Made Available: \$1,028,680.00</p>
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	10%

(5) TRB, Michael, Barb, Micaela,
(5) energy, Public

10-18-21









Town of LaPointe Microgrid Study Contract

Final Audit Report

2021-10-15

Created:	2021-10-15
By:	Megan Levy (Megan.Levy@wisconsin.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa4IT1a1Hy8OCcSt-NGSCix2CZR01O7IH

"Town of LaPointe Microgrid Study Contract" History

-  Document created by Megan Levy (Megan.Levy@wisconsin.gov)
2021-10-15 - 1:11:01 PM GMT
-  Document emailed to Michael Kuchta (administrator@townoflapointewi.gov) for signature
2021-10-15 - 1:12:45 PM GMT
-  Email viewed by Michael Kuchta (administrator@townoflapointewi.gov)
2021-10-15 - 1:44:08 PM GMT
-  Document e-signed by Michael Kuchta (administrator@townoflapointewi.gov)
Signature Date: 2021-10-15 - 1:51:28 PM GMT - Time Source: server
-  Document emailed to Kristy Nieto (kristy.nieto@wisconsin.gov) for signature
2021-10-15 - 1:51:29 PM GMT
-  Email viewed by Kristy Nieto (kristy.nieto@wisconsin.gov)
2021-10-15 - 2:40:25 PM GMT
-  Document e-signed by Kristy Nieto (kristy.nieto@wisconsin.gov)
Signature Date: 2021-10-15 - 2:40:46 PM GMT - Time Source: server
-  Agreement completed.
2021-10-15 - 2:40:46 PM GMT

RECEIVED
OCT 18 2021

Initial dg From MK

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

10-18-21

Date: October 18, 2021
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
RE: Affordable Housing Advisory Committee Member Appointment
for term ending 8/31/2023

An Application to Serve on a Committee has been received from Charlie Bertel for the Affordable Housing Advisory Committee (AHAC).

The AHAC did not make a recommendation as it was not on their agenda but by consensus at their meeting today they would welcome Charlie on this committee.

Supporting document is attached.

Thank You,

AFFORDABLE HOUSING ADVISORY COMMITTEE

Committee formed at 7/9/2019 Town Board Meeting.

By-laws approved by Town Board 12/30/2019.

Committee members will hold staggered terms and be appointed for a two-year term, beginning September 1 and terminating August 31. The Committee will be composed of at least 5 members nominated by the Town Chairperson and appointed by the Town Board.

PURPOSE: To assist and advise the Town Board in advancing the objectives and policies of the Housing Component of the Town of La Pointe Comprehensive Plan.

MEMBERS:

Gloria Fennell
Tom Kromroy
Ken Myhre
Mark Pass
James Peters, Vice Chair
Lauren Schuppe
Katie Sanders

TERM EXPIRES:

August 31, 2023
August 31, 2022
August 31, 2023
August 31, 2022
August 31, 2023
August 31, 2022
August 31, 2023



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to Town Hall (PO Box 270) or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee to which you see to be considered for appointment (you may select more than one)

- Affordable Housing Advisory Committee (checked)
Comprehensive Plan Steering Committee
Energy Committee
Public Arts Committee
Winter Transportation Committee
Other:
Board of Review (alternate)*
Election Board *
Madeline Island Public Library Board
Town Plan Commission*
Zoning Board of Appeals *

*Members receive compensation for meeting attendance
** Members receive monthly compensation

2. Personal Information

Name: Charlie Bertel Date: 10/18/2021

Mailing Address: P.O. Box 87, La Pointe, WI 54856

Phone numbers Email Address

Town Resident? Full-time (checked) Part-time Other

3. Have you served on any other Town boards/committees in the past? YES NO (checked)

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

Interest - your round affordable house

5. Why would you be an asset to the board(s)/committee(s) you have selected above?

Time available + research expertise

RECEIVED stamp

Signature

I am aware of the required time commitment for the board(s)/committee(s) I have selected above.

Print Name: C.K. BERTEL

Signature: [Handwritten Signature]

Date: 10/18/2021

(b) TB, Michael, Barb, Micaela, Carol
Public 10-14-21

2021 Town Board Budget Condensed Summary Report - Approved 12/23/2020

REVENUES:

Includes Amend #2

Approved 2021 budget
\$ 1,946,177
\$ 167,274
\$ 32,041
\$ 3,575
\$ 441,134
\$ 173,900
\$ 110,785
\$ 706,341
\$ 3,581,227

2021 Amended Budget
\$ 1,946,177
\$ 167,274
\$ 32,041
\$ 3,575
\$ 428,289
\$ 173,900
\$ 149,714
\$ 2,003,479
\$ 4,904,449

2021 Actual -Sept 2021
\$ 1,860,618
\$ 114,326
\$ 30,918
\$ 3,325
\$ 506,613
\$ 131,915
\$ 164,526
\$ 700,000
\$ 3,512,240

2021 Budget Remaining
\$ 85,559
\$ 52,948
\$ 1,123
\$ 250
\$ (78,324)
\$ 41,985
\$ (14,811)
\$ 1,303,479
\$ 1,392,209

2020 Actual -Sept 2020
\$ 1,862,892
\$ 934,282
\$ 32,807
\$ 2,643
\$ 357,436
\$ 137,637
\$ 323,986
\$ 1,365,938
\$ 5,017,621

0

EXPENDITURES

Approved 2021 budget
\$ 602,471
\$ 639,931
\$ 824,657
\$ 38,662
\$ 399,373
\$ 45,355
\$ 478,237
\$ 494,940
\$ 57,600
\$ 3,581,227

2021 Amended Budget
\$ 634,033
\$ 652,239
\$ 838,012
\$ 38,662
\$ 399,373
\$ 46,182
\$ 1,743,407
\$ 494,940
\$ 57,600
\$ 4,904,449

2021 Actual -Sept 2021
\$ 414,224
\$ 439,765
\$ 575,211
\$ 31,429
\$ 319,135
\$ 24,967
\$ 1,318,897
\$ 363,499
\$ 27,600
\$ 3,514,727

2021 Budget Remaining
\$ 219,809
\$ 212,475
\$ 262,800
\$ 7,234
\$ 80,239
\$ 21,215
\$ 424,510
\$ 131,441
\$ 30,000
\$ 1,389,722

2020 Actual -Sept 2020
\$ 356,751
\$ 444,076
\$ 516,350
\$ 27,588
\$ 305,537
\$ 23,735
\$ 1,654,212
\$ 800,716
\$ 5,600
\$ 4,134,565

0.00

0.00

0.00

0.00

0.00

2021 Actuals & Comparisons to 2020 Actuals

Year to Date	September 2021 to September 2020	2021	2020	Change	UP
REVENUES:		\$2,812,240	\$3,651,683		(\$839,443)
	<i>(excludes Other Financings Sources - borrowing, transferred designated funds)</i>				<i>un-favorable</i>
All Tax collections		\$1,860,618	\$1,862,892	(\$2,274)	
Collection % of entire tax roll		99.99%	100.0%		
Transportation aids, state funding		\$103,832	\$112,686	(\$8,854)	<i>Expenditure Restraint Program</i>
Grants & Reimbursements for 2019 expenses		\$10,494	\$821,596	(\$811,102)	<i>Harbor Grant</i>
BBTP Campground, shelters, NMV		\$248,133	\$192,835	\$55,298	<i>Campground: 2020 COVID</i>
Airport, Docks & Harbor Fees, revenues		\$105,927	\$98,463	\$7,464	
Permits, tickets, licenses, Ambulance, Cemetery		\$50,042	\$48,941	\$1,101	
MRF Fees, sales		\$159,536	\$54,591	\$104,945	
Misc Revenue		\$10,796	\$12,606	(\$1,810)	
County & Intermunicipal re-imbursements		\$131,915	\$137,637	(\$5,722)	<i>County H</i>
Misc leases, property sales, interest, contributions		\$130,948	\$309,436	(\$178,488)	<i>ESB Insurance</i>
					<i>Bayfield School (windsled), Rural ESB reimbursements</i>

	2021	2020	Change	UP
EXPENDITURES:	\$3,123,628	\$3,328,249		(\$204,621)
	<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>			<i>favorable</i>
General Government	\$414,224	\$356,751	\$57,473	
UP Legal, Personnel & benefits, Audit, Work Comp & Gen Insurance				<i>un-favorable</i>
DOWN Computer/Web-site, illegal taxes, COVID-19 expenses				
Law Enforcement	\$235,669	\$241,323	(\$5,654)	<i>favorable</i>
UP CODY expense, uniforms, training, vehicle				
DOWN Personnel benefits, building				
Fire Dept.	\$89,696	\$84,047	\$5,649	<i>un-favorable</i>
UP: Equipment purchases, repairs & maintenance, Compensation/CEUs, ice rescue				
DOWN fire supplies (2020 grant purchases)				
Ambulance Service	\$114,399	\$118,705	(\$4,307)	<i>favorable</i>
UP Education, directors expense, compensation				
DOWN supplies/meds, bldg maint, length of service				
Roads	\$353,935	\$290,831	\$63,104	<i>un-favorable</i>
UP Ice Road, Winter Transport/Ice Road, Gravel purchases, Insurances, culverts, Rd maint				
DOWN Parts, subs, shop materials				
Airport	\$34,579	\$30,438	\$4,141	<i>un-favorable</i>
UP TV145 equipment repairs, maintenance (CARES Grant expenses), town labor				
DOWN Insurance (2020 timing), utilities				
DOCK/HARBOR	\$6,458	\$15,654	(\$9,196)	<i>favorable</i>
UP Town labor				
DOWN Admin/Engineering				
CEMETERY	\$6,865	\$3,542	\$3,323	<i>un-favorable</i>
UP Chapel Expenses (some will be off-set by Michael chapel maint fund), added Sextons				
DOWN General expenses				
MRF	\$180,240	\$179,427	\$813	<i>un-favorable</i>
UP Self-hauling expenses, SW hauling/disposals, expenses				
DOWN Personnel & insurance, MRF Facility costs, equip repairs				
Library	\$145,271	\$147,057	(\$1,786)	<i>favorable</i>
MI Public Library Board handles				
Parks	\$168,837	\$154,279	\$14,558	<i>un-favorable</i>
UP Unemployment, vehicle, all BBTP, insurances				
DOWN Parks Labor				
Recreation Center	\$5,026	\$4,201	\$825	<i>un-favorable</i>
UP Insurances, utilities, Town Labor				
DOWN Skatepark expenses				
ZONING & PLANNING	\$24,967	\$23,735	\$1,232	<i>un-favorable</i>
UP Personnels				
DOWN Vehicle disposed, ad hoc committees				
Capital Outlays	\$1,318,897	\$1,654,212	(\$335,315)	<i>favorable</i>
UP Purchases, improvements				
2021 Town Hall Painting & flooring	\$45,329			
2021 Ambulance 2019/2020 Mercedes LED Lighting	\$2,475			
2021 Rds Equipment (Steamer)	\$10,427			
2021 Town dock improvement Project	\$145,127			
2021 Town dock Passenger Shelter	\$321			
2021 MRF Hauling Truck and box	\$61,805			
2021 Rec Center Bathrooms remodel	\$1,462			
2021 MRF Building Improvements	\$14,669			
2021 Library exterior painting	\$25,024			
Capital Before ESB Project	\$306,639			
2021 ESB Site Construction	\$862,372			
2021 ESB Site Architect/Engineering	\$100,514			

2021 Town Board Designated Funds Breakdown

2021
Budgeted
Yr end Bal

	<u>Sep-21</u>	<u>Aug-21</u>	= <u>CHANGE</u>	<u>2021 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	19,176	19,076	100	11,645
			+ donations	
Town Admin:Cell Tower/Am Rescue F	513,720	513,707	13	500,240
			+ Interest	
Public Arts Committee	0	0	0	40,000
ZONING (Fire # Project)	34,362	34,362	0	0
LAW ENFORCEMENT:	15,320	15,320	0	16,544
FIRE DEPARTMENT:	69,746	69,745	1	89,093
			+interest	
AMBULANCE:	25,744	25,544	200	41,798
			+donations	
ESB RECOVERY FUND (Donations)	600	600	0	0
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	615,532	615,916	(385)	0
			+interest, deposit brush truck work	
ESB BLDG INSURANCE FUND	0	0	0	0
ESB Insurance Contents	49,953	50,942	(989)	0
			-purchases + interest	
PARKS:	49,725	48,358	1,367	46,733
			+interest + donations	
REC CENTER: General Recreation Center, Softball fund	5,495	5,495	0	5,491
CEMETERY FUND	9,242	9,242	0	4,109
WINTER TRANSPORTATION FUND:	17,090	20,906	(3,816)	27,388
			-Lake Assault repairs + interest	
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	96,583	94,844	1,739	74,446
			+ interest, donations-program costs	
TOTAL DESIGNATED FUNDS:	1,522,403	1,490,061	32,342	\$857,577

Donations made by Corporations, Businesses, Foundations

Through 09/30/2021

(Other donation may have been through trusts or foundations, just not receipted that way)

Library:

Sep-21 Chequamgeon Book Co.	\$400.00	Donation - General Library
Sep-21 Alton Foundation	\$1,000.00	Donation - Ski Program

4th of July:

Recreation Center:

Parks:

Ambulance:

Fire Dept:

Law Enforcement:

TB Michael, Bow
Michael, Bow
Michael, Bow

Resolution #2021-0730

Covid-19 Precautions for Town Government Operations

Whereas rates of COVID-19 exposure is spreading on Madeline Island, and in Ashland and Bayfield Counties, and

Whereas studies show that new variants of SARS-CoV-2, the virus that causes COVID-19, seem to spread more easily and rapidly than the original strain of SARS-CoV-2, including among those who have and have not been vaccinated, and

Whereas it is in the public interest for the Town of La Pointe to demonstrate and encourage public health best practices and precautions to increase the safety of individuals and our community as a whole,

Therefore, be it resolved that the Town of La Pointe:

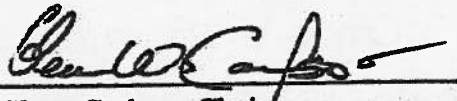
- promotes wearing masks on Town property whenever Town employees and ^{or} members of the public are in close proximity
- encourages Town employees and members of the public to maintain a distance of at least 6 feet away from others when possible
- encourages Town employees to wash hands and surfaces frequently

It is further resolved and ordered that all boards, committees and/or commissions of the Town of La Pointe are authorized to conduct meetings via video conference, telephone, or other similar means to avoid the physical presence of members. The attendance of any members of such board, committee and/or commission via video or telephonic means shall count toward a quorum of such board, committee and/or commission and such members shall have the full authority to engage in discussions and vote as if they were personally present at the meeting. This authority shall be retroactive to July 26, 2021 and shall exist for a period not to exceed 90 days from the date of this proclamation.

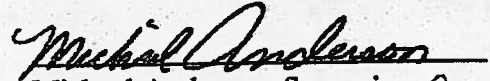
It is further resolved and ordered that any voucher that would otherwise be signed by all Town Board Members may now be processed through the Town's alternative claim procedure, as described in Town of La Pointe Chapter 40, Article VI. This authority shall be retroactive to July 26, 2021, and shall exist for a period not to exceed 90 days from the date of this proclamation.


Approved this 30th day of July, 2021.

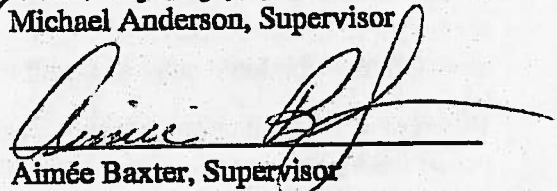
Passed July 30, 2021

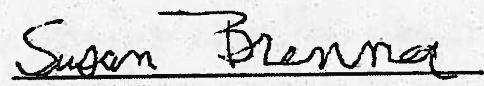

Glenn Carlson, Chair

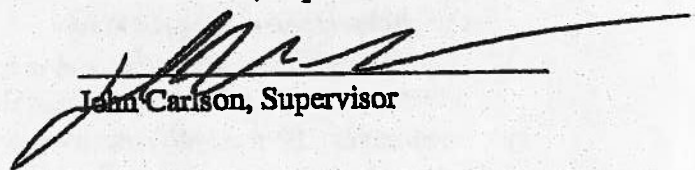
Posted August 6, 2021


Michael Anderson, Supervisor

Attest 
Micaela Montagne, Town Clerk


Aimée Baxter, Supervisor


Susan Brenna, Supervisor


Jenn Carlson, Supervisor

(5)TB, Michael, Barb, Micaela,
Carol, Public

10-14-21

ALTERNATIVE CLAIMS 2021

Sept 2021

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
9/9/2021	Northern State Bank	79274	11,547.53	Payment #33/#60 Loan
9/9/2021	On The Rock Roofing	79275	1,855.68	Final Town Hall Flooring-Olson Charge
9/9/2021	Dept of Employee Trust Funds	EFT#10-2021	19,416.56	October Health Premium
9/10/2021	Oasis Payroll #18		50,058.66	Payroll ending 9/04/2021 taxes & fees
9/10/2021	Empower/Deferred Comp	EFT#6068	100.00	Payroll #18 Deferred Employee Contrib
9/13/2021	WI DNR - Environmental	EFT#2021-100	143.00	License Renewal 2 MRF Trucks
9/14/2021	Big Water Fire Apparatus	79320	5,218.87	FD Parts advance payment
9/15/2021	Wisconsin Dept of Revenue	EFT#08-2021	3,409.60	August sales tax collected/calculated
9/23/2021	Oasis Payroll #19		42,874.61	Payroll ending 9/18/2021 taxes & fees
9/23/2021	Empower/Deferred Comp	EFT#6069	100.00	Payroll #19 Deferred Employee Contrib
9/23/2021	Wisconsin Retirement System	EFT#9-2021	9,873.55	September Retirement
9/23/2021	Cardmember Service: (TWE)	79334	293.43	Fire Dept. misc
9/23/2021	Cardmember Service: (WJD)	79335	376.45	ESB Picnic table, other depts office
9/23/2021	Cardmember Service: (MGK)	79336	518.81	SurveyMonkey, GL lodging, Adobe
9/23/2021	Cardmember Service: (PAW)	79337	701.12	Rds hoses, MRF Skidsteer parts
9/23/2021	Cardmember Service: (BTS)	79338	1,870.56	MRF meals, MRF Expo, Tees, Cleaning
9/23/2021	Deere Credit	79339	1,815.17	Leased #444 Wheel loader #26/#36
9/29/2021	Pete's Trailer Sales, Inc.	79358	500.00	PO#2021-66 Deposit FD Brush truck bed installation
9/30/2021	Native American Educational Tex	79359	395.64	Refund of Rec Ctr rental 9/30-10/2/2021

SEPTEMBER 2021 TOTAL:

\$151,069.24

ack

RECEIVED

09/14/2021

Initial: *g*

ALTERNATIVE CLAIMS 2021

MI Library

Sept 2021

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
9/16/2021	Library Board approved vouchers		20,712.50	Library Board approved vouchers:
9/16/2021	On The Rock Roofing, LLC	79322	20,712.50	Lib Painting Pay #2
9/21/2021	Library Board approved vouchers		4,242.17	Library Board approved vouchers:
9/22/2021	Amazon	79323	7.98	Music 2 monthly subscriptions
" "	Capital One/Wal-Mart	79324	182.47	Library Rec items, late charge
" "	Cardmember Service (LS)	79325	158.15	Library Zoom Annual
" "	Cardmember Service (LS)	79325	433.92	Adobe, GTonys meals? Books
" "	Junior Library Guild	79326	182.40	E Category Easy Reading
" "	LaPointe Gas, Inc.	79327	2,115.91	Library 1002.80 gals @ \$2.11
" "	Madeline Island Garden Center	79328	69.50	6/9/2021 plants purchased Library
" "	Madeline Island Yacht Club	79329	98.68	Library gas purchased 23.002 gals
" "	Minnesota Elevator, Inc. (MEI)	79330	372.40	Sept-Nov 2021 Service
" "	Northern Waters Library Servic	79331	339.01	Annual Software fees Anti-virus,PDQ,Micr
" "	Norvado, inc.	79332	181.75	Library Sept phones, fax, DSL
" "	Schram, Sarah	79333	100.00	Refund Summer Rec 2 weeks

SEPTEMBER 2021 TOTAL:	\$24,954.67
MI Public Library Board approved	

0.00

RECEIVED
 OCT 14 2021
 Initial: *dy*

#2020-0324 ALTERNATIVE CLAIMS

Sept 2020

Date	Payable to Who	Check #	Amount	Description
9/14/2021	A T & T Mobility	79276	81.10	Police cell phone & booster
" "	Andres Medical Billing, LTD	79277	22.50	August collection \$150 x 15%
" "	Anich, Wickman & Lindsey, S.C.	79278	560.00	E Kale, TPC Hartzell, Police, MIFL
" "	APG Media of WI/Ashland Daily Pres:	79279	39.59	Rec Remodel re-bid
" "	Ashland Daily Press - subscriptions	79280	143.95	THall Annual subscription
" "	Ashland Ford Chrysler	79281	74.40	Oil change for 2019 dodge squad
" "	Baker Tilly US, LLP	79282	1,560.00	Partial on 2020 audit work
" "	Bayfield Ace Hardware	79283	55.53	Roads shop, BBTP, Parks misc
" "	Big Water Fire Apparatus, LLC	79284	17,271.04	8/9-9/1/2021 Tanker1&3,Dale,Engine2,Tend
" "	Capital One/Wal-Mart	79285	35.63	Police, cleaning items
" "	Carlson Building Supplies	79286	166.41	9 sign posts for Rds
" "	Chemical Industries (Alberta), Inc.	79287	3,398.00	4,000lbs End Dust Mag Flakes delivered
" "	Chicago Iron	79288	352.58	Rds sign posts,Amb oxygen, FD misc
" "	Emergency Medical Products	79289	304.69	Tourniquets, clotting filters
" "	Evan & Evan Landscaping,	79290	650.00	9/9 Mulcher rental for AWOS clearing
" "	Evan & Evan Landscaping,	79290	1,175.00	Airport rentals CARES
" "	Island Septic	79291	1,720.00	8/23 - 8/31 pumpouts
" "	Island Septic	79291	1,040.00	8/15 - 8/20/2021 pumpouts
" "	Jefferson Fire Safety	79292	623.50	Barrel strainer, low level strainer jet
" "	L & M Fleet Supply	79293	445.99	MRF Cleanup, BBTP repair items
" "	Lakeside Products, Inc.	79294	957.00	Toilet paper, paper towelling
" "	Madeline Island Ferry Lines	79295	8,391.75	August ferry/freight
" "	Madeline Island Yacht Club	79296	24.30	Parks gas, PD batteries
" "	McMaster-Carr Supply Co.	79297	27.32	TV145 screws for disc cutter
" "	Mid-State Truck Service, Inc.	79298	499.99	MRF 2004 Int Air Con repair
" "	Midland Services, Inc.	79299	691.93	MRF hauling fuels, ESB credits
" "	NAPA - Washburn	79300	616.37	MRF equip/hauling. Rds, Police
" "	Norvado, inc.	79301	1,498.02	Sept phones, fax, DSLs
" "	PowerPlan	79302	126.74	410 swivels, host/772 gasket, Thermostat
" "	Pryor Learning Solutions	79303	299.00	PWD Renewal learning
" "	Quill Corporation	79304	317.67	THall office copy papers, treasurer toner
" "	Ray O'Herron Co., Inc.	79305	128.50	Police ammo 9MM Luger+P+ 127, 115 gr
" "	Schraufnagel Glass	79306	407.50	Repair cracked TH office window
" "	St. Luke's Clinics	79307	30.00	Rds random CDL testing alcohol
" "	Stainless Software, Inc.	79308	1,358.00	August reservation fees \$2 per
" "	Superieur Petrol, LLC	79309	976.80	265 gals diesel @ \$3.686 delivered
" "	Synergy Coop	79310	15.99	MRF Garden peat moss for cleanup
" "	The Horton Group	79311	17,882.00	4th Qtr gen, auto, property insurances
" "	Unemployment Insurance	79312	312.17	May-August Lib/Amb/TPC Member
" "	VantageFlex, LLC	79313	52.00	Sept admin fee Flex/Section 125
" "	Verizon Wireless	79314	105.65	-8/21/2021 cell phones, PD credits
" "	Waste Management Of Wisconsin, In	79315	6,849.57	August (5) SW, (2) DemCon hauling
" "	Wisconsin Salt Solutions	79316	18,785.25	Contract 4 loads CaCl & applied
" "	Xcel Energy, Inc.	79317	17.51	Chapel electric - 9/6/2021
" "	Xcel Energy, Inc.	79317	267.12	Street lights - 9/2/2021
" "	Xerox Corporation	79318	31.53	Copier 7/27-8/23 5,731 copies
" "	YWS Technology, LLC	79319	75.00	PD Squad computer repaired boot issues
" "	YWS Technology, LLC	79319	1,300.00	Treasurer HP Laptop 250 G7 notebook
" "	YWS Technology, LLC	79319	700.00	ESB Added Seagate 5TB 2.5 HDD (2) camera

9/14/2021 TB Meeting vouchers:

\$92,464.59

Under Resolution #2021-0730

RECEIVED
 10/14/2021
 dg

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
9/29/2021	Bobcat of Duluth	79340	93.89	Belt drive & freight for MRF bobcat
" "	Charlie's Locksmith Service, LLC	79341	90.00	10 Cansec key chain proximity fobsFC1631
" "	Doane Distributing	79342	90.00	10 waters, 10 empties returned
" "	Emergency Medical Products	79343	678.18	Cold packs, C collars,airways,gloves
" "	Evan & Evan Landscaping,	79344	55.00	Rental Skidsteer Load MRF papers
" "	Grainger, Inc.	79345	98.30	3 assort MRF wrenches
" "	Island Gazette	79346	276.00	7/13 7/27 & 8/10 Reg TB minutes
" "	Island Septic	79347	2,280.00	missed 8/19, 9/2-9/8 & 9/15-9/17/2021
" "	Lake Assault Boats, LLC	79348	3,816.52	LA#1 & #2 steering, cylinder key
" "	LaPointe Gas, Inc.	79349	12,400.27	Deliveries @ contract rate of \$2.11
" "	M.I. Chamber of Commerce	79350	405.00	Membership & listing in guide
" "	Nedland Industries, Inc.	79351	7,050.00	40 yard box S#127085 PO#2021-51
" "	Omer Nelson Electric	79352	27.98	TH security Coupler, C2G 50 ft snagless
" "	Quill Corporation	79353	19.15	Misc office supplies TH & TPC
" "	Quill Corporation	79353	67.98	2 desk floor mats DG/BN
" "	Synergy Coop	79354	48.00	Straw for pergola Fall fest decorate
" "	ULine	79355	343.75	Chapel 12x175 White 7 mil MarineShrink
" "	WI Dept of Justice-Info	79356	56.00	8 Agents/Operators background checks
" "	Xcel Energy, Inc.	79357	2,405.57	-9/6/2021 Electrics

9/28/2021 TB Meeting vouchers:

\$30,301.59 Under Resolution #2021-0730

SEPTEMBER 2021 TOTAL:

\$122,766.18

Processed Under R#2020-0324

(6) TB, Michael, Barb, Mikaela, Carol, Public
10-18-21

Treasurer's Cash Summary as of September 30, 2021

Account	Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	\$ 1,368,424.77	\$ 56,614.50	\$ (300,300.39)	\$ 15.55	\$ (12.59)	\$ 1,806.31	\$ 1,126,548.15
Designated	\$ 1,524,154.93			\$ 37.57		\$ (1,806.31)	\$ 1,522,386.19
Sect. 125	\$ 9,751.01		\$ (446.69)				\$ 9,304.32
Tax	\$ 20,866.58			\$ 0.51			\$ 20,867.09
Library Savings	\$ 300.26						\$ 300.26
Ambulance (Hometown)	\$ 1,000.00						\$ 1,000.00
Totals	\$ 2,924,497.55	\$ 56,614.50	\$ (300,747.08)	\$ 53.63	\$ (12.59)	\$ -	\$ 2,680,406.01

Account	Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Reported Bank Balance	\$ 2,722,521.32	Available Cash	\$ 1,126,548.15				
Deposit in transit							
Subtotal		Deposits	\$ 15,937.42				
Less Outstanding Checks	Q	Checks	\$ (68,341.78)				
Checkbook Balance	\$ 2,722,521.32	Vouchers	\$ (34,068.68)				
		Library Vouchers					
		Total Avail. Cking Account	\$ 1,040,075.11				

Treasurer's Report
Variance \$ 2,680,406.01
\$ 42,115.31

Submitted by Carol Neubauer
15-Oct-21

Unbalanced 9/30/2020 \$248,030.00
Outstanding commitme \$ (423,040.53)

Balanced

Accounting Program Totals:	
General Funds	\$ 1,126,548.15
Designated Funds	\$ 1,522,386.19
Tax Account	\$ 20,867.09
Section 125	\$ 9,304.32
Library Savings	\$ 300.26
Ambulance	\$ 1,000.00
TOTAL	\$ 2,680,406.01

Treasurer's Report
Variance \$ 2,680,406.01
\$ -

RECEIVED
10/18/21

Carol

TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY OCTOBER 12, 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, Elected Clerk Micaela Montagne
Called to Order: 5:30pm

I. Public Comment A*: None.

II. Administrative Reports

- A. Town Administrator's Report
- B. Public Works Director's Report: There will be an open rec room in the Rec Center building about 13 by 32 feet.
- C. MRF Supervisor's Report: None
- D. Airport Manager's Report & Checklist
- E. Planning and Zoning Administrator's Report
- F. Accounting Administrator's Report
- G. Police Chief's Report
- H. Fire Chief's Report
- I. Ambulance Director's Report

Motion to accept and place all reports for September 2021 on file, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

III. Public Works

- A. Roads, Dock and Harbor
 - 1. Passenger Shelter Purchase Agreement with Austin Mohawk and Company LLC: this is for a transparent passenger shelter 8 feet by 15 feet with bench, door and heater, still waiting on how much the electrical work will be. Motion to approve the purchase, M. Anderson/ A. Baxter, 4 Ayes, 1 Nay (J. Carlson), Motion Carried.

- B. Parks
 - 1. Rec Center Bathroom Remodel Funds, Possibly Transfer Designated Funds: Motion for any unused funds in 2021 to be transferred to a designated fund for the project in 2022, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

- 2. Contract Amendment with Angelo Luppino for Rec Center Bathroom Remodel: the amendment accounts for the Town Crew doing some of the work. Motion to approve, J. Carlson/ M. Anderson, 5 ayes, Motion Carried.

- 3. Transfer 100 Hours from Camp Host 2 and Campground Assistant to Camp Host 1 for the Remainder of the Season, Extend until 10/18/2021: Motion to approve the transfer of hours and extend the end date of the Camp Host #1, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

- 4. Submittal #1 with Angelo Luppino for Windows

5. Submittal #2 with Angelo Luppino for Change in Windows
6. Change Order #2 with Angelo Luppino for Change in Windows: Includes a \$893.00 deduct.

7. Submittal #3 with Angelo Luppino for Light Fixtures
Motion to approve Submittals 1, 2, 3 and Change Order #2 with Angelo Luppino for the Rec Center Bathroom remodel, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Recommendation from the Town Plan Commission on the "Sunset Clause" related to the rental of "Incidental Structures" 4/9/21 in the Zoning Ordinance: Motion to repeal the incidental structure rental clause in the zoning ordinance (allows for current permit holder(s) to be grandfathered in), J. Carlson/ A. Baxter, 5 ayes, Motion Carried.

B. Community Awards Committee

1. Nominations and Ratification: Chair G. Carlson nominates Marty Curry, Gloria Fennell, and Susan Sabre as committee members for this year. Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

V. Town Hall Administration

A. Grant Updates: The Town did not receive either of the emergency services grants applied for from Compeer Financial.

B. Resolution #2021-1012: Library Exemption from County Tax Levy: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VI. Minutes

A. Amend September 14, 2021 Regular Town Board Meeting Minutes: There was an incorrect date. Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Regular Town Board Meeting September 28, 2021: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

C. Special Town Board Meeting September 30, 2021: Motion to approve, S. Brenna/ A. Baxter, 3 Ayes, 2 Abstain (J. Carlson, M. Anderson), Motion Carried.

VII. Emergency Services

A. Fire Department

1. WI Department of Natural Resources Forest Fire Protection Grant Program Agreement: Motion to approve (grant for \$4,258.50 with a 50% match from the Town for a total of \$8,517.00), A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

VIII. Public Comment B:** None.

IX. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: No updates.

B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: No updates.

X. New Agenda Items for Future Meetings: Covid protocol resolution, cemetery shed purchase. Discussion on meeting in person vs. remotely for the budget meetings- to be determined.

XI. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:02pm.

Submitted by Micaela Montagne, Town Clerk.

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**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
THURSDAY OCTOBER 14, 2021
5:00pm 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, Library Director Lauren Schuppe, Elected Clerk Micaela Montagne

Public Present: Charley Brummer, Paul Brummer, Jim Rogers, Julie Stryker, Marnie Mhyre, Peggy Rotkenetz

Called to Order: 5:00pm

1. Public Comment: None.
2. Presentation from the Library's Community Center Work Group: Lauren Schuppe presented the survey results regarding the needs of having a community center on the Island. Discussion on survey findings and recommendations from the committee including that a community center is needed and should include cultural representation, a performing arts space, space for health, fitness and wellness, and use renewable/ sustainable resources. The Committee is recommending that the Library Board and then Town Board approve to move forward with a full feasibility study to determine construction budget, operating and maintenance budget, land and building design, etc.
3. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:41pm.

Submitted by Micaela Montagne, Town Clerk.

**Town of La Pointe
Special Town Board Meeting
2022 Budget Workshop
Monday, October 18, 2021
5:00 pm at the Town Hall
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne, Police Chief William Defoe, Fire Chief Rick Reichkitzer, Assistant Chief Alan Hardie, Ambulance Director Cindy Dalzell, Assistant Ambulance Director Sarah Schram

Public Present: Paul Brummer, Troy Lutz

1. Call to order: 5:00pm

2. Greenwood Cemetery

A. Cemetery Shed Purchase Agreement with Carlson Building Supplies Inc.: Motion to approve the purchase agreement for \$5700, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

3. Budget Workshop with each of the following departments

A. Police: Chief W. Defoe presented the proposed budget for 2022 including possibly adding a new full-time officer (which would reduce part time officer hours). The main goal of the department is to recruit and retain qualified officers and increase training.

B. Fire Department: Fire Chief Rick Reichkitzer and Assistant Chief Alan Hardie presented the 2022 proposed budget. Larger items include a sub station on the north end of the Island, a drone program (may happen in 2021), replace Engine 1 and a tanker as well as keep up with SCBA gear. The Chief is requesting a pay increase.

C. Ambulance: Director Cindy Dalzell and Assistant Director Sarah Schram presented the proposed budget with a larger discussion on staffing shortages, bringing a volunteer service to a professional service with ideas to recruit new EMTs, and retain them.

4. Public Comment: None.

5. Adjourn: Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:01pm.

Submitted by Micaela Montagne, Town Clerk.

**Town of La Pointe
Special Town Board Meeting
2022 Budget Workshop
Wednesday, October 20, 2021
5:00 pm at the Town Hall
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson

Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne, Zoning Administrator Ric Gillman, Library Director Lauren Schuppe

Public Present: Sally Brown

1. Call to order: 5:00pm
2. Budget Workshop with each of the following departments
 - A. Town Plan Commission/ Planning and Zoning: Ric Gillman presented the Zoning and Town Plan Commission budget requests for 2022 which are similar to 2021 with the addition of \$4000 for the Comprehensive Plan Project.
 - B. Library: Library Director Lauren Schuppe presented the proposed 2022 library budget which includes increases due to the possibility of staff taking health insurance and \$5000 for handicap accessible self-opening doors.
 - C. Affordable Housing Committee: The Town Board designated the first half of ARPA funds (\$about 13,500) which will likely be spent in 2022.
 - D. Community Awards Committee: the same \$330 as previous years requested.
 - E. Energy Committee: If the grant for a microgrid study is approved, there will be this money to be used by the committee, about \$44,000.
 - F. Public Arts Committee: the committee is requesting \$2400 to add to their fund to purchase a solar bench.
 - G. Winter Transportation Committee: the three entities will each contribute \$10,000 in 2022 for winter transportation funds.
3. Public Comment: None.
4. Adjourn: Motion to adjourn, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried. Adjourned at 5:51pm.

Submitted by Micaela Montagne, Town Clerk.

145 Michael, Bax, Micaela, public

**Town of La Pointe
Special Town Board Meeting
And 2022 Budget Workshop
Thursday, October 21, 2021
5:00 pm at the Town Hall
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne, Public Works director Ben Schram, Roads Crew Evan R. Erickson, MRF Supervisor Marty Curry, Airport Manager Paul Wilharm
Public Present: Charley Brummer, Paul Brummer, Max Imholte

1. Call to order: 5:00pm

2. Budget Workshop with each of the following departments:

A. Public Works (Included Roads, Parks, Capital Improvements): Public Works Director Ben Schram presented the 2022 budget requests including renting a conveyor and mixing bin to mix gravel, possibly purchasing the John Deere 440 loader (lease up in July 2022), a ¾ ton crew cap pick up truck, and would like another CDL driver. For Parks: finish Rec Center bathrooms, make Big Bay Town Park (BBTP) accessibly (with grant money) replace the golf cart at BBTP, replace plastic pit toilets with stainless steel, install a small slide/ playground at BBTP (with designated funds), and repair Joni's Beach dock. Discussion on increasing the proposed revenue for BBTP campground fees as it has been much higher the last couple years.

B. Airport: most of the Airport funding comes from the FAA and BOA. The terminal building will need renovations, possibly in 2023 when the lease is up. Security and safety are a priority as there have been many pedestrians, mopeds, bicycles and cars on the runway.

C. Dock/ Harbor: No major projects for 2022

D. Materials Recovery Facility: MRF Supervisor Marty Curry presented the budget requests for 2022 including possibly adding a part time employee for the summer months, increase storage capacity, a new skid steer, possibly get a new Point of Sale System, revamp the drive through area including a better roof so water doesn't run off into compactors, rafters for the storage area and a security system. A merit raise for Joe Abhold, recycling specialist, is also requested.

E. Cemetery: Sextons Paul Brummer and Charley Brummer are not requesting much in 2022, maybe some dedicated cemetery tools etc. The road will need gravel in the next few years and possibly some ditching.

F. La Pointe Community Clinic/ Health Center: Clinic President Max Imholte presented that the clinic is requesting \$24,000 from the Town in 2022 which is back up from the last few years (\$21,600).

3. Public Comment: None.

4. Adjourn: Motion to adjourn, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried. Adjourned at 6:05pm.

Submitted by Micaela Montagne, Town Clerk.

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