

MEMO

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

DATES COVERED IN REPORT: July 8-21, 2022

1. Accomplished/Completed

- See details below.

2. Coming Up

- **Sculpture Dedication.** Public Arts Committee holds a formal ceremony on Saturday July 30 at 2 p.m. at Russell Park.
- **Comprehensive Plan Community Forums.** Northland College leads three open forums to discuss priorities expressed in the island-wide survey. The forums are Tuesday Aug. 2 at 6 p.m. at the Rec Center Pavilion; Saturday Aug. 6 at 11 a.m. at Town Hall; and Thursday Aug. 11 at 6 p.m. (virtual).
- **Primary Elections.** Statewide elections are Tuesday Aug. 9. That delays the next Town Board meeting until Wednesday Aug. 10.

3. Town Board Agenda – Information/Comments

- **Fire Engine RFP.** The Town received two responses. Under terms of the RFP, responses should be forwarded to the Fire Department after they are opened, for review and recommendation to the Town Board.
- **Parks.** The Public Works director requests an additional 30-day extension, because the contractor will not be able to meet the July 29 deadline. The relevant changes in the contract language are in your packet. Still to be completed by contractor: Install all plumbing and utility room fixtures, stall partitions and interior doors. Still to be completed by Town crews: Install vinyl base, paint interior after contractor installs doors, get Ashland County to test water, clear final UDC inspection.
- **MRF.** The Public Works director recommends approving up to 80 hours of accruable comp time for Marty Curry, effective July 10, 2022.
- **Affordable Housing Advisory Committee.**
 - **New member.** The application from Robert Kramer is in your packet. His appointment would raise committee membership to 11. Under committee bylaws, the committee must have at least 5 members, but there is no maximum limit.
 - **Housing Needs Assessment.** The committee recommends issuing an RFP for a housing needs assessment and market analysis. The draft RFP is in your packet. The RFP would be sent to potential consultants on a list approved by the Wisconsin Housing and Economic Development Authority. The report from a needs assessment and market analysis would provide the research, hard data, and recommendations necessary to determine how much additional workforce housing is needed on the island and what type(s) of housing should be built. The information and conclusions would be necessary

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JUL 21 2022

Initial: dg

to give development and financial partners confidence that new or rehabilitated housing would be viable.

- **Public Arts Committee.**
 - **Membership.** Three members – Peg Bertel, Sally Brown and Susan Sabre – are seeking reappointment. Committee bylaws allow up to nine members; reappointment of these members would put committee membership at five.
 - **Sculpture Donation.** Your packet contains the proposed letter of acceptance to receive the donation of the Gateway sculpture and transfer ownership from the La Pointe Center to the Town. For reference, your packet also includes the contract the La Pointe Center signed with the artist (marked Sample).
- **Energy Committee.** The committee recommends “that the Town engage Xcel Energy and authorize them to complete a Preliminary Project Scoping Study at a cost of \$500.” As reported at your June 28 meeting, the recently completed microgrid feasibility study concludes that it is feasible to connect Town Hall, the Library and the Clinic into a self-sustaining electricity microgrid. The scoping study would provide shovel-ready design and installation recommendations, and more detailed cost estimates, for reconfiguring utility wiring and connecting the transformer, solar arrays, battery storage, and backup generation that would be necessary for the microgrid.
- **Comp Time Approval.** The Town’s Personnel Policy (Section 511) allows employees to receive compensatory time off – in lieu of paid overtime – *if the employee and immediate supervisor agree in advance*. However, current practice is that the Town Board must give blanket approval – employee by employee – for comp time. (Currently, five employees have standing approval to receive comp time.) How do you want to handle this discrepancy between policy and practice?
- **Ashland County Law Enforcement Agreement.** The Town Board’s proposal was sent to the County on July 13. The proposal is included on the agenda for the next meeting of the County Board’s law enforcement committee, scheduled for Monday July 25 at 5 p.m.
- **Police Officer Overnight Policy.** The draft policy and a background memo are included in your packet.
- **Low Speed Vehicles.** The police chief recommends that you adopt the proposed ordinance amendment. Specific language is necessary in order for the police department to enforce any traffic violations by low-speed vehicles.
- **ESB.** I will provide a verbal update at the meeting.

4. Follow Up on Previous/Ongoing Projects

- **Comprehensive Plan Survey.** Northland College presented initial results from the island-wide survey during the steering committee meeting of July 14. More detailed results will be shared July 28. See the separate memo summarizing initial analysis of survey responses.
- **Sculpture Dedication.** Prepared and sent invitations to Bad River and Red Cliff Tribal Council members, legislative members. Prepared and sent news releases.

5. Grant Report

- **BBTP Accessibility.** The RFP was published July 19. In addition, the RFP was sent directly to five engineering firms in the state, based on research available through the Wisconsin Towns Association.
- **Passenger shelter.** Paperwork for \$15,000 reimbursement from Wisconsin Coastal Management Program was mailed July 8.

6. Lawsuits/Legal Issues

- No update.

7. Other Information

- **Wisconsin Towns Association County Unit Meeting.** The meeting is Monday July 25 at 7 p.m. at Pilsen Town Hall; I plan to attend.
- **BBTP Reservations.** Talked with Stainless Software about constructing reports that could give us more accurate data on how much revenue is for reservations in current year and how much is paid in advance for reservations in the following year.
- **Vacation.** I am on vacation Aug. 6-14.

AMENDED CONTRACT FOR SERVICES

This amended contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and Angelo Luppino Inc. (the "Contractor"). It supersedes the Contract approved by the Town Board of Supervisors on Oct. 12, 2021 and most recently amended on June 28, 2022.

RECITALS

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

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

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

1. Description of Services. The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town with the following services:

- Perform as general contractor to complete remodeling of the Town of La Pointe Recreation Center restrooms located at 295 Middle Road in La Pointe, WI 54850

2. Payment. In exchange for the Contractor providing the Town with the services described herein, the Town will pay the Contractor as follows:

50% down upon full execution of contract

40% upon final invoice

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

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

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

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

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

3. Dates of Service. The services provided for herein shall be completed by Aug. 31, 2022.

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JUL 21 2022

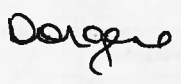
Initial: dg

Date: July 18, 2022
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
RE: Affordable Housing Advisory Committee (AHAC) Member Appointment for term ending 8/31/2024

The AHAC Chair, Katie Sanders, recommends that Robert Kramer be appointed to the Affordable Housing Advisory Committee.

Robert's application 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:

- Tom Kromroy
- Mark Pass
- Lauren Schuppe
- Jane Vogt
- Ken Myhre
- James Peters, Vice Chair**
- Katie Sanders, Chair**
- Charlie Bertel
- Marie Iannazzo
- Lisa Sill

TERM EXPIRES:

- August 31, 2022
- August 31, 2022
- August 31, 2022
- August 31, 2022
- August 31, 2023
- August 31, 2023
- August 31, 2023
- August 31, 2023
- August 31, 2023
- August 31, 2024



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
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: Robert Kramer Date: 7-15-22

Mailing Address: TBD (email preferred)

Phone numbers Email Address

Town Resident? Full-time X Part-time Other

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

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?

I AM SEASONAL RESIDENT FOR 30+ YRS + BELIEVE I HAVE LOTS OF EXPERIENCE TO HELP GUIDE TOWN.

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

- BA 1974 UOFM HOUSING + URBAN STUDIES - 11 year Planning Commission CITY OF ST LOUIS MO, MN
- SOLD RESIDENTIAL REAL ESTATE
- EMPLOYED BY CITY OF ST PAUL MAYORS HOUSING INC OFFICE
- OWN + OPERATE ART BUILDINGS + RENTAL HOUSES
I am aware of the required time commitment for the board(s)/committee(s) I have selected above.

Print Name: Robert Kramer

Signature

Date: 7-15-2022 RECEIVED

15 2022 do? e-mail

Project Purpose and Scope

This request seeks Proposals for a needs assessment and market-specific market study that will help the Town determine the viability of creating affordable workforce housing on the Island, and prioritizing what types of housing are likely to meet the needs of current and potential year-round residents.

3.1. Background

The Town's 10-member Affordable Housing Advisory Committee is seeking to spearhead the types of affordable housing that the marketplace is not providing. The committee's initial emphasis is on "workforce housing" for year-round residents who earn between 60 percent and 120 percent of the area median income. Many of these workers are in hospitality, property management, public service, and construction. We use the standard definition of "affordable": housing in which occupants do not spend more than 30 percent of their income on the costs of shelter.

Although many other communities also face a shortage of affordable housing, La Pointe has distinct challenges (beyond the fact that it is an Island community that has no bridge connections to the mainland). Population increased 63.6% in the past 10 years, the 2020 US Census shows. The substantial presence of seasonal residences and short-term vacation rentals shrinks the number of homes that can be purchased or rented for year-round living. This reality skews availability, market prices, and puts local residents at a disadvantage in a competitive real estate market. Property sales on Madeline Island rose 244% between 2019-2021, driven in part by Covid refugees and broadband availability that supports remote work.

The median home price rose 74% in the same 3-year period, to \$438,150. Under the standard definition of affordability, a median-price home in La Pointe in 2021 required a household income of \$104,000. But the median household income in Bayfield County – which has the closest socioeconomic ties to La Pointe – is only \$56,000. The median household income is even lower in Ashland County (in which La Pointe is statutorily located).

The impact on Island residents and businesses is widespread. The Affordable Housing Committee's surveys of Island employers suggest that only about 10% of Madeline Island's workers actually live on Madeline Island. Three-quarters of Island employers say the lack of affordable housing limits their ability to hire workers; 60% say it limits the days and hours they operate. More than half the Island's year-round workers say they must move at least twice a year to maintain housing.

Our requested needs assessment is necessary so the Affordable Housing Committee, the Town Board, and potential development and financial partners know how much housing is necessary to fill the existing gap, who would utilize that housing, what kind of housing they

are looking for, what kind of housing they can afford, and what kind of housing is financially buildable and sustainable from a development perspective. Ideally, we would build rental or ownership housing that does not rely on ongoing subsidies on the back end, but instead makes the housing affordable long-term by closing the development funding gap on the front end.

The Affordable Housing Committee has done extensive groundwork in the past year to build support. This includes participating both in the Chequamegon Bay Regional Housing Coalition and in the Rural Affordable Workforce Housing Initiative being conducted by the Wisconsin Department of Housing and Economic Development (details below). The committee has surveyed Island employers, surveyed Island employees, regularly submitted educational articles to the community newspaper, partnered with the Island's largest faith community, and received clearance from the Town Board to pursue next steps after it held an open workshop defining the housing challenge in quantitative and qualitative terms (see a recording at tinyurl.com/3tft8cvf). Committee members currently are exploring potential paths; these include identifying specific public and private parcels suitable for development, and researching land trusts and similar property arrangements.

Concurrently, the Town is in the midst of a 15-month revision of its Comprehensive Plan. During this project, the Affordable Housing Committee met both with the Town Plan Commission and the Comprehensive Plan Steering Committee to advocate for the kinds of zoning modifications that make new affordable housing development attainable. A community-wide survey led by the Comprehensive Plan Steering Committee shows broad community understanding and support for affordable housing. More than 500 people filled out the survey; initial analysis by Northland College's Center for Rural Communities shows that "housing affordability and availability" is among the top three priorities of survey respondents, and that two-thirds of respondents recognize that the Island's current housing options do not meet the needs of all residents. Initial analysis also suggests that substantial numbers would support tactics such as dedicating Town-owned land for affordable housing, and using public financing tools to help make affordable housing happen.

As mentioned earlier, the Town is part of the Chequamegon Bay Regional Housing Coalition, which is convened by the University of Wisconsin Extension and includes organizations and jurisdictions in Ashland and Bayfield Counties, as well as the Bad River and Red Cliff bands of Lake Superior Chippewa. The Coalition conducted a regional housing survey and published a regional housing study in 2021; the selected vendor will have ready access to those reports to inform their work for La Pointe.

The Town is also participating in the Chequamegon Bay pilot project being led by the Wisconsin Department of Housing and Economic Development's Rural Affordable

Workforce Housing Initiative; depending on timing, the vendor may have access to research being done by that project.

In addition, in August, the selected vendor should be able to access the latest demographic information for the Town from the state Department of Administration, which expects to release demographic breakdowns and projections based on Census and American Community Survey data.

3.2. Scope of Work

3.2.1. Define the primary market area and overall market conditions for workforce housing in La Pointe

3.2.1.1. Perform a demographic and socio-economic evaluation of the market area, utilizing data from the 2020 Census, the most recent American Community Survey, and other sources

3.2.1.2. Evaluate market demand, housing patterns, supply, characteristics, trends, and unmet housing needs for the market area (and comparable regional markets as appropriate)

3.2.1.3. Evaluate the impact in the market area of migration to and from the Island, and of seniors who are downsizing or relocating

3.2.2. Define the existing (and potential) Island workforce, as appropriate

3.2.2.1. Supply an employment analysis

3.2.2.2. Estimate the achievable rent or mortgage capability of the target population

3.2.2.3. Perform a demand analysis of unit sizes and other amenities required for workers in different income and household situations. Include interviews or surveys of potential residents and others, as appropriate

3.2.3. Make recommendations on potential new or rehabilitated workforce housing in La Pointe

3.2.3.1. Recommend timetables and phases for adding rental and ownership properties in order to increase likelihood of their economic viability

3.2.3.2. Define overall demand and estimated rates of absorption and stabilized occupancy for single-family and small-scale multifamily development

3.2.3.3. Assess whether new development will be compatible with rent or mortgage payment capabilities of projected residents; recommend balance of income-restricted, non-income-restricted, and mixed-income development

3.2.3.4. Assess what share of any new development(s) would qualify for low-income housing tax credits

3.2.3.5. Project the effect of new units on existing market(s)

3.2.4. Report findings and recommendations

3.2.4.1. Comply with Model Content Standards, where applicable, as published by the National Council of Housing Market Analysts. The report should include, at a minimum, sections containing an Executive Summary, an Introduction and Scope of Work, a Market Area Definition, Employment and Economy, Demographic Characteristics, Affordability and Demand Analysis, Local Perspective, and Analysis/Conclusions

3.2.4.2. Provide the Town a written report in both hard copy and electronic formats

3.2.4.3. Provide presentations to the Affordable Housing Advisory Committee and Town Board

3.3. Timeline

The selected Vendor should deliver a preliminary report and concepts to the Town no later than March 31, 2023.

4. **Information for Selected Vendor**

4.1. Required Documentation

4.1.1. The selected Vendor will be required to provide a current W-9.

4.1.2. The selected Vendor shall be an independent contractor in regard to the Town, not an employee of the Town; as such, the selected Vendor will be required to complete a 9-Point Test.

4.2. Taxes

The Town is exempt from sales and use taxes. Upon request, the selected Vendor will be provided with the Town's Sales and Use Tax Exemption Certificate and CES Number.

4.3. Insurance

4.3.1. The selected vendor (Contractor) will be required to provide proof of liability and workers compensation insurances before work can begin on this Town project.

4.3.2. General liability insurance should cover \$1,000,000 per incident, list the Town as an additional insured, meet all applicable state and federal laws, meet other conditions specified by the Town, and remain in effect for the duration of the project. In the event the selected vendor is a self-insured organization, different insurance requirements may apply.

4.3.3. Workers compensation insurance shall be as required by the State of Wisconsin. The selected vendor shall procure and maintain for the life of the contract workers

compensation insurance covering all employees, with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have its own worker's compensation or employer's liability insurance.

4.4. Jurisdiction

Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Wisconsin and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin. Then contractor shall comply with applicable federal, state, and local laws and regulations.

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Submittal Form

In compliance with the Town of La Pointe's **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this Proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the anticipated timeframe.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

Vendor's Name: _____

Federal EIN: _____

Business Address: _____

Business Contact Representative: _____

Phone: _____ Email: _____

Date: July 21, 2022
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
Re: Appoint member to the Public Arts Committee, Term ending July 31, 2024.

The following terms on the Public Arts Committee will expire on July 31, 2022:

Susan Sabre – Susan indicated she would like to serve another term.

Peg Bertel – Peg indicated she would like to serve another term.

Sally Brown – Sally indicated she would like to serve another term.

Mary Whittaker – Mary is not interested in serving another term.

I posted for members needed from 6/23/22 to 7/21/22.

No one has signed up or turned in an application to serve on a committee or board.

I will continue to post for members needed along with other committee openings.

Thank you,

Dorgene

CURRENT PUBLIC ARTS COMMITTEE MEMBERS

Committee formed at June 26, 2018 Town Board Meeting.

8 Members appointed at September 11, 2018 Town Board Meeting.

**Bylaw approved at January 9, 2019 Public Arts Committee Meeting and
January 22, 2019 Town Board Meeting**

Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

MEMBER:

Mary Whittaker

Peg Bertel

Susan Sabre, Chair

Sally Brown

Robin Trinko Russell

Mary Atmore

TERM EXPIRES:

July 31, 2022

July 31, 2022

July 31, 2022

July 31, 2022

July 31, 2023

July 31, 2023

LETTER OF ACCEPTANCE

This Letter of Acceptance concerns the Work "Zheyaakobijigan Moringwunakauning (Gateway to Madeline Island)," created by Lisa Perrin-Kosmo upon commission by the La Pointe Center for the Arts. The Work is located in the Town of La Pointe at Russell Park.

Title to the Work passes from the La Pointe Center for the Arts to the Town of La Pointe upon the signing of this Letter of Acceptance by representatives of the Town and La Pointe Center.

This Letter confirms that the Town accepts the responsibilities delineated in the original Contract to Commission an Artwork, which transfer upon transfer of ownership. These responsibilities include:

- To make reasonable efforts to contact the Artist prior to initiating any major repairs and restorations that may be made during the lifetime of the Artist.
- To not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after transfer of ownership, whether intentional or accidental and whether done by the Town or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent.
- To see that the Work is properly maintained.

This Letter confirms permission for the Town to use the Artist's name, picture, portrait, and photograph, in all forms and media and in all manners, including to exhibition, display, advertising, trade, and editorial uses, without violation of the Artist's rights of privacy or any other personal or proprietary rights the Artist may possess in connection with reproduction and sale of the Work, the preliminary design, or any incidental works made in the creation of the Work. The Artist retains all copyrights; the Town retains permission to publish images of the work for educational, promotional, or noncommercial purposes.

The Town of La Pointe considers the work an asset under its jurisdiction, oversight, safety regulations, insurance framework, and management.

FOR THE LA POINTE CENTER

FOR THE TOWN

TITLE

TITLE

DATE

DATE

RECEIVED

JUL 22 2022

Initial: dg

Contract to Commission an Artwork

AGREEMENT made as of the ____ day of October 2021, between Lisa Perrin-Kosmo, hereinafter referred to as the "Artist", located at Two Harbors, MN, and La Pointe Center, Inc. hereinafter referred to as "Purchaser", located at La Pointe, WI 54850.

WHEREAS the Artist is a recognized professional artist; and

WHEREAS the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art ("the Work") in the Artist's own unique style; and

WHEREAS the parties wish to have the creation of this work of art governed by the mutual obligations, covenants, and conditions herein;

NOW THEREFORE, the parties agree as follows:

1. Design. The Artist hereby agrees to create the Work as described in the proposal dated July 9, 2020, with modifications to the medallions, dated July 7, 2021. The Purchaser has approved the final design. The Artist agrees to deliver the final design to the fabricator, according to the following description of the Work as interpreted by the Artist.

Title: Gateway to Madeline Island

Description: Two crane images rising from the earth

Size: 2 steel plates, 5' wide by 10' feet high

5' circular steel base, weight, 1.3 tons

8 Medallions: leaf, berries, beaver, deer, fish, turtle, flower, snowflake

1/4" steel plate, 12" in diameter

Medium: A588 weathering steel

Price \$10,860.00, for the Artist's rendition

Supplies—computer drawing program \$200

Concept/Design \$6,400 (tax included)

Rate \$30 per hour—research/

execution/creation, 142 hours \$4,260

Total \$10,860

2. Progress Payments: Purchaser agrees to pay the price of \$10,860.00 for the Work as follows: \$5,000 when this contract is signed and returned. \$5,860 within 2 weeks of the Artist's acceptance that the fabrication has been rendered successfully.

3. Ownership. Title to the Work shall remain with the Artist until the Artist is paid in full. Upon final payment the Purchaser obtains ownership of the Work, which it may retain or transfer to another Party.

4. Privacy. The Artist gives to the Purchaser and/or its successors or assigns permission to use the Artist's name, picture, portrait, and photograph, in all forms and media and in all manners,

including to exhibition, display, advertising, trade, and editorial uses, without violation of the Artist's rights of privacy or any other personal or proprietary rights the Artist may possess in connection with reproduction and sale of the Work, the preliminary design or any incidental works made in the creation of the Work.

5. Non destruction, Alteration, and Maintenance. The Purchaser and/or its successors or assigns agrees that the Purchaser will not intentionally destroy, damage, alter, modify, or change the Work in any way whatsoever. If any alteration of any kind occurs after receipt by the Purchaser, whether intentional or accidental and whether done by the Purchaser or others, the Work shall no longer be represented to be the Work of the Artist without the Artist's written consent. The Purchaser agrees to see that the Work is properly maintained.

6. Repairs. Purchaser agrees to make reasonable efforts to contact Artist prior to initiating any major repairs and restorations which may be made during the lifetime of the Artist.

7. Heirs and Assigns. Agreement shall be binding upon the Parties hereto, their heirs, successors, assigns, and personal representative.

8. Integration. This Agreement constitutes the entire understanding between the Parties. Its terms can be modified only by an instrument in writing signed by both parties.

9. Waivers. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof.

10. Notices and Changes of Address. All notices shall be sent to the Artist at the following address: 1377 Gun Club Road, Two Harbors, MN 55616

And to the Purchaser at the following address: P.O. Box 247, La Pointe, WI 54850

Each Party shall give written notification of any change of address prior to the date of said change.

11. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin. Both Parties consent to jurisdiction in Wisconsin.

12. Copyright. Artist retains all copyrights

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Artist _____

Purchaser _____ Title _____

TB(5), CLERK, ACCOUNTING, OFFICE, TA, PUBLIC



Authorization for Preliminary Project Scoping Study - Empower Resiliency

Customer: Town of La Pointe

Customer Account Number: 6682682; Premise Number: 303665616

Service Address: 240 Big Bay Road, La Pointe, WI, 54850

I hereby authorize employees and contractors of Northern States Power Company, a Wisconsin corporation and wholly owned subsidiary of Xcel Energy ('NSPW'), to undertake a Preliminary Project Scoping Study ('Scoping Study') of the potential of providing resiliency services to Customer at the above service address. This Scoping Study will include, but not be limited to, the collection and analysis of the following utility and customer information (as applicable):

- Energy usage data, including metered kWh, kW or kVA, Therms or MMBtus, at the monthly billing total level, including existing metered onsite generation equipment;
- Electric and gas service and distribution information including voltages, pressures, transformers, regulators, feeders, pipes, and system configurations.

I understand this Scoping Study is consistent with the Project Development Process outlined in the NSPW electric rate book Schedule RS-1 'Resiliency Service Pilot.'

I understand there is a \$500.00 one-time, non-refundable Scoping Study fee. I also understand that there are costs associated with a future 'Design & Engineering Study' as well as the construction, operation, and maintenance of resiliency service assets outlined in a 'Customer Service Agreement.' Those costs will be outlined and agreed upon in writing by the parties prior to commencement of work that may be recommended under this Scoping Study.

I understand that this authorization does not guarantee that resiliency services will be offered, and that there will be standard business practices (including credit checks and utility bill payment history evaluations) undertaken at the appropriate time.

This authorization in no way binds me to the purchase of any service or product from Xcel Energy.

PLEASE READ THE CUSTOMER DISCLOSURES ABOVE

By signing this form, you acknowledge and agree that you are the customer of record for this account and that you authorize Xcel Energy to begin the Scoping Study as specified in this form.

Customer Representative (signature): _____

Customer Representative (print): _____

Date signed: _____

Email: _____ Phone: _____

Please sign, scan, and email this completed form to David Robinson, Strategic Energy Solutions Manager, at David.A.Robinson@xcelenergy.com. If there are any problems with the email, please call 941-704-5470.

Xcel Energy will send a 'non-commodity' invoice for the \$500.00 to the account and premise number indicated above. Please process the payment as indicated on the invoice.

2022 Town Board Budget Condensed Summary Report

REVENUES:

Includes Budget Amend #2

	Approved 2022 budget	2022 Amended Budget	2022 Actual -June 2022	2022 Budget Remaing	2021 Actual -June 2021
Taxes:	\$ 1,943,610	\$ 1,943,610	\$ 1,116,994	\$ 826,616	\$ 1,052,704
Intergovernl Revenues:	\$ 275,484	\$ 291,290	\$ 100,157	\$ 191,133	\$ 97,052
Licenses & Permits:	\$ 36,665	\$ 36,665	\$ 29,644	\$ 7,021	\$ 27,517
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 3,401	\$ 174	\$ 1,800
Public Services Chrgs:	\$ 580,752	\$ 580,752	\$ 248,689	\$ 332,063	\$ 294,564
Intergovernl Chrgs:	\$ 178,100	\$ 178,100	\$ 99,459	\$ 78,641	\$ 86,844
Misc. Revenue:	\$ 161,348	\$ 177,033	\$ 25,387	\$ 151,646	\$ 73,320
Other Fin. Sources:	\$ 1,316,474	\$ 1,400,095	\$ -	\$ 1,400,095	\$ 700,000
TOTAL REVENUES:	\$ 4,496,008	\$ 4,611,120	\$ 1,623,731	\$ 2,987,399	\$ 2,333,801

DRAFT

EXPENDITURES

	Approved 2022 budget	2022 Amended Budget	2022 Actual -June 2022	2022 Budget Remaing	2021 Actual -June 2021
General Government	\$ 649,076	\$ 660,354	\$ 297,957	\$ 362,397	\$ 248,395
Public Safety:	\$ 794,996	\$ 794,816	\$ 304,746	\$ 490,070	\$ 258,099
Public Works:	\$ 834,799	\$ 837,199	\$ 453,203	\$ 383,996	\$ 331,556
Health & Human Services:	\$ 44,248	\$ 44,248	\$ 5,561	\$ 38,687	\$ 5,937
Culture, Parks & Rec:	\$ 398,096	\$ 348,096	\$ 165,246	\$ 182,850	\$ 150,492
Conservation & Devel:	\$ 112,500	\$ 141,020	\$ 60,607	\$ 80,413	\$ 15,136
Capital Outlay:	\$ 1,156,441	\$ 1,229,535	\$ 87,826	\$ 1,141,709	\$ 1,134,013
Debt Service:	\$ 437,668	\$ 437,668	\$ 184,219	\$ 253,449	\$ 209,991
Other Financing Needs:	\$ 68,184	\$ 118,184	\$ -	\$ 118,184	\$ -
TOTAL EXPENDITURES:	\$ 4,496,007	\$ 4,611,120	\$ 1,559,366	\$ 3,051,755	\$ 2,353,619

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2022 Actuals & Comparisons to 2021 Actuals

Year to Date	June 2022 to June 2021	2022	2021	Change 2022 from 2021	UP
REVENUES:		\$1,623,731	\$1,633,801		(\$10,070) un-favorable
<i>(excludes Other Financings Sources - borrowing, transferred designated funds)</i>					
All Tax collections (timing)		\$1,116,994	\$1,052,704	\$64,290	
Collection % of Town's tax levy		58.6%	57.5%		
Transportation aids, state funding, Grants		\$69,276	\$72,899	(\$3,623)	
BBTP Campground, shelters, NMV		\$102,545	\$140,236	(\$37,691)	
Airport, Docks & Harbor Fees, revenues		\$95,342	\$92,408	\$2,934	
Permits, tickets, licenses, Ambulance		\$38,948	\$35,522	\$4,426	
MRF Fees, sales		\$39,841	\$87,250	(\$27,409)	
Misc Revenue		\$6,609	\$4,823	\$1,786	
County & Intermunicipal re-imbursements		\$99,459	\$86,844	\$12,615	
Misc leases, property sales, interest, contributions		\$16,669	\$18,766	(\$2,097)	2021 Tower lease

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	2022	2021	Change	UP
EXPENDITURES:	\$1,375,146	\$2,143,628		(\$768,482) favorable
<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>				
General Government	\$297,957	\$248,395	\$49,562	un-favorable
UP Personnel & benefits, Audit, Accommod tax payout, General Government				
DOWN Work Comp & Gen insurance, legal				
Law Enforcement	\$161,188	\$140,278	\$20,910	un-favorable
UP Personnel, CODY expense, general & WC insurance, training, legal, vehicle				
DOWN Employee insurance, building expenses, uniforms				
Fire Dept.	\$52,993	\$46,492	\$6,501	un-favorable
UP: Length of Service, bldg maint, supplies, training				
DOWN Compensation (timing), fire chief expenses, rescue				
Ambulance Service	\$90,566	\$71,329	\$19,237	un-favorable
UP Length of Service, compensation, equipment, supplies, billing				
DOWN Equipment repair, meds, education, director's expenses				
Roads	\$316,869	\$203,080	\$113,789	un-favorable
UP Roads Labor & benefits, Ice Road & winter trans(\$27,000), fuels (\$21,000), supplies, gravel, insurances				
DOWN Unemployment, equip rental, culvert materials				
Airport	\$23,312	\$20,786	\$2,526	un-favorable
UP Town labor, SRE Bldg costs, TV145 maintenance				
DOWN terminal and general maintenance				
DOCK/HARBOR	\$3,996	\$5,144	(\$1,148)	favorable
UP				
DOWN Maintenance/utilities, town labor				
MRF	\$109,026	\$102,546	\$6,480	un-favorable
UP Town road crew, Self hauling costs, gen insurance, waste hauling				
DOWN Personnel & insurance, supplies, equip repairs, Recycling hauling/disposals				
Library	\$88,781	\$77,341	\$11,440	un-favorable
MI Public Library Board handles				
Parks	\$73,473	\$70,184	\$3,289	un-favorable
UP Utilities, insurances, general town labor, all BBTP expenses				
DOWN Unemployment (COVID relief timing), general expenses, reservation fees, vehicle expense				
ZONING & PLANNING/ad hoc COMMITTEES	\$60,607	\$15,136	\$45,471	un-favorable
UP Zoning: Legal, insurance, Personnel				
UP Ad hoc committees: Affordable Hsing \$2,500, Energy \$35,000, Arts \$2,200				
DOWN Zoning: General expenses, unemployment				
Capital Outlays	\$87,826	\$1,134,013	(\$1,046,187)	favorable
DOWN Purchases				
2022 Gravel Installment	\$31,500	\$31,500		
2022 Law Enforcement Cameras	\$2,790			
2022 Town Hall accounting software	\$10,100			
2022 Town dock Passenger Shelter	\$15,612	\$321		
2022 Town dock Local Roads		\$52		
2022 Cemetery Shed	\$5,976			
2022 Rec Center Bathrooms remodel	\$15,010	\$602		
2022 Waterfront Curve Sidewalk	\$700			
2021 Town Hall improvements		\$30,336		
2021 MRF Bldg work		\$14,616		
2021 MRF 2004 Int'l Truck		\$54,412		
2021 RDS Equipment		\$10,375		
2021 Ambulance Lighting installed in ambulance		\$2,475		
2021 HAP Dock project		\$101,499		
2021 Library Painting Project		\$4,312		
Capital Before ESB Project	\$81,688	\$250,500		
2022 ESB Site Construction	\$3,292	\$777,711		
2022 ESB Site Architect/Engineering	\$0	\$95,594		
2022 ESB Site Town expenses	\$2,846	\$10,208		
ESB Project	\$6,138	\$883,513		

2022 Town Board Designated Funds Breakdown

	<u>Jun-22</u> -	<u>May-22</u> =	<u>CHANGE</u>	<u>2022 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	3,763	0	3,762	12,717
			-Event Pro+donations	
Town Admin:Cell Tower/Am Rescue F	576,758	576,758	0	500,099
ZONING (Fire # Project)	34,352	34,362	(10)	0
			-maps	
LAW ENFORCEMENT:	18,695	18,695	0	29,144
FIRE DEPARTMENT:	88,689	88,689	0	47,320
AMBULANCE:	48,190	48,190	0	38,649
ESB RECOVERY FUND (Donations)	600	600	0	601
ESB Fire Dept VEHICLE INSURANCE	607,414	607,414	0	0
ESB Insurance Contents	49,016	49,064	(48)	39,760
			-landscaping payroll	
AIRPORT EXTENSION/EXPANSION:	0	0	(1)	8,334
MATERIAL RECOVERY FACILITY:	5,000	5,000	(1)	0
PARKS:	42,877	42,198	678	19,357
			-Bench Russell/Caddotte	
REC CENTER:	52,536	52,536	1	5,494
General Recreation Center, Softball fund				
CEMETERY FUND	11,932	11,932	0	8,942
WINTER TRANSPORTATION FUND:	11,363	12,361	(998)	16,251
			-replace equipment	
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	104,080	63,301	40,779	81,486
			-ARPA-DPI Grant,+budget	
TOTAL DESIGNATED FUNDS:	\$1,655,378	\$1,611,214	44,164	\$808,244

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Donations made by Corporations, Businesses, Foundations

Through 7/03/2022 receipts

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

Library:

4th of July:

Jun-22 Bell Street Global	\$100.00	4th of July celebration
Jun-22 Hawthorne Meetings Incent	\$200.00	4th of July celebration
Jun-22 Berghammer Builders	\$500.00	4th of July celebration
Jun-22 Nelson Construction	\$600.00	4th of July celebration
Jun-22 MI Vacations	\$800.00	4th of July celebration
Jun-22 Bayfield Inn	\$350.00	4th of July celebration
Jul-22 Adventure Vacations	\$500.00	4th of July celebration
Jul-22 The Pier Plaza	\$100.00	4th of July celebration
Jul-22 Island Septic	\$100.00	4th of July celebration
Jul-22 Grampa Tony's	\$200.00	4th of July celebration
Jul-22 Bayfield Lumber	\$250.00	4th of July celebration
Jul-22 Bayfield Ace Hardware	\$250.00	4th of July celebration

Recreation Center:

Parks:

Ambulance:

Fire Dept:

Law Enforcement:

June 2022 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$187,810.15</u>
<u>Alternative Claims Processed under R#2022-0128</u>	<u>\$0.00</u>
<u>Library Board Approved Claims</u>	<u>\$7,647.30</u>
Total of All Alternative Claims:	\$195,457.45

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ALTERNATIVE CLAIMS 2022

June 2022

Date	Payable to Who	Check #	Amount	Description
6/3/2022	Oasis P/R#11 2022	EFT#11	45,587.60	P/R#11 Ending 05/28/20:
6/3/2022	Empower/Deferred Comp	EFT#7011	100.00	P/R#11 employee conti
6/3/2022	Dept of Employee Trust Fnd	ETF #2022-07	16,522.84	July health insurance
6/7/2022	Northern State Bank	81190	11,547.53	June loan payment
6/8/2022	Fidelity Payment Cener	EFT#05-2022	563.17	May Credit card fees
6/10/2022	Wisconsin Dept of Revenue	EFT#05-2022	885.36	May sales tax
6/15/2022	Xcel Energy	EFT#8884	16.48	Cemetery - 6/7/2022
6/16/2022	Oasis P/R#12 2022	EFT#12	53,780.47	P/R#12 Ending 06/11/20:
6/16/2022	Empower/Deferred Comp	EFT#7012	100.00	P/R#12 employee conti
6/30/2022	Oasis P/R#13 2022	EFT#13	43,229.57	P/R#13 Ending 06/25/20:
6/30/2022	Empower/Deferred Comp	EFT#7013	100.00	P/R#13 employee conti
6/30/2022	Wisconsin Retirement System	EFT#06-2022	15,377.13	June 2022 Retirement

TOTAL JUNE 2022:

\$187,810.15

ok

ALTERNATIVE CLAIMS 2022
June 2022

MI Public Library
"MIPL"

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
6/7/2022	Library Board approved vouchers		3,899.00	
6/7/2022	Bayfield Community Educ Fnd	81189	3,899.00	Return 2021 grant 100%
6/20/2022	Library Board approved vouchers		3,786.14	
6/28/2022	Amazon	81237	691.14	DPI Grant, Summer Rec,er
" "	Cardmember Services (LS)	81238	194.98	Prime, late, error
" "	Hippophile Farm, Inc.	81239	1,562.50	50% of contract
" "	Minnesota Elevator, Inc Northern	81240	409.64	June-Aug service
" "	Northern Waters Library Service	81241	702.34	Optiplex & VGA
" "	Norvado, Inc.	81242	187.70	June phones, fax, DSL

JUNE 2022 TOTAL:	\$7,647.30
MI Public Library Board vouchers paid	81M

MIPL Board approved:
 \$7,685.14
 \$37.84

*Variance: Walmart &
 Amazon error*

Treasurer's Cash Summary as of June 30, 2022

(5) TB, TA, AA, Clerk, Public

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,086,825.62	\$ 131,800.82	\$ (314,794.87)	\$ 23.65	\$ (8,415.66)	\$ (44,071.29)	\$ 851,368.27
Designated	167668	\$ 1,611,195.04			\$ 93.05		\$ 44,071.29	\$ 1,655,359.38
Sect. 125	3150485	\$ 18,648.93		\$ (2,518.69)				\$ 16,130.24
Tax	3142004	\$ 13,032.82			\$ 0.75			\$ 13,033.57
Library Savings		\$300.29						\$ 300.29
Totals		\$ 2,730,002.70	\$ 131,800.82	\$ (317,313.56)	\$ 117.45	\$ (8,415.66)	\$ -	\$ 2,536,191.75

Bank Reconciliation			
Reported Bank Balance	\$ 2,613,640.41	Available Cash	\$ 851,368.27
Deposits in Transit		Tax Transfer	
Interest in transit		Deposits	\$ 69,230.07
Subtotal		Checks	\$ (28,277.10)
Less Outstanding Checks	\$ (93,746.67)	Vouchers	
Checkbook Balance	\$ 2,519,893.74	Library Vouchers	
		Total Avail. Cking Account	\$ 892,321.24

Treasurer's Report \$ 2,536,191.75
 Variance \$ (16,298.01) see note

6/30/2021 \$835,997

Unbalanced outstanding PO

Submitted by Carol Neubauer
 11-Jul-22

Note: The checking account is unbalanced due to:

- 1) \$595.13 internal transfer issue that will clear in august
- 2) \$15,425 2 fraudulent transactions posted by Bremer. Claim has been filed. Expect refund by July
- 3) Deposit error \$277.88 to clear by august

Accounting Program Totals:	
General Funds	\$ 851,090.39
Designated Funds	\$ 1,655,359.38
Tax Account	\$ 13,033.57
Section 125	\$ 16,130.24
Library Savings	\$ 300.29
TOTAL	\$ 2,535,913.87

Treasurer's Report \$ 2,536,191.75
 Variance \$ 277.88

Unbalanced

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TR(5) Michael, Barb,
Micaela. public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY JULY 12, 2022
5:30 PM AT 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, Public Works Director Ben Schram, Elected Clerk Micaela Montagne
Public Present: Mike Starck, David Markwardt, Alan Gomez
Called to Order: 5:30pm

I. Public Comment A*: David Markwardt mentioned interest in a dog park on the Island and would like the Town Board to discuss it.

II. Administrative Reports

- A. Town Administrator's Report: Report prepared and presented by Michael Kuchta. Brief discussion on potential affordable housing sites.
- B. Public Works Director's Report: June report prepared by Ben Schram. Brief discussion on status of renovating Joni's Beach as the grills are needing repair or replacement. Also questions raised on polycarbonate panels to be installed in the new passenger shelter on the town dock.
- C. MRF Supervisor's Report: June report prepared by Martin Curry.
- D. Airport Manager's Report & Checklist: June report prepared by Paul Wilharm.
- E. Planning and Zoning Administrator's Report: June report prepared by Ed Schaffer.
- F. Accounting Administrator's Report: June report prepared by Barb Nelson
- G. Police Chief's Report: June report prepared by William Defoe. Discussion on Low Speed Vehicles that were written about in the report, and that they will be added to the town ordinance.
- H. Fire Chief's Report: June Report prepared by Rick Reichkitzer.
- I. Ambulance Director's Report: June report prepared by Cindy Dalzell.

All reports placed on file by Unanimous Consent.

III. Public Works

- A. Roads, Dock and Harbor:
- B. Parks

1. Wisconsin Coastal Management Grant for 2022-2023 for Accessibility Feasibility Study at Big Bay Town Park: Motion to approve (grant for \$15,000 with a Town match of \$15,000) and have the Town Chair sign, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
2. Request for Proposals for Accessibility Engineering/Feasibility Study at Big Bay Town Park: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

IV. Committees

A. Planning and Zoning

1. Appoint Chair to Town Plan Commission: Chair G. Carlson appointed Suellen Soucek for another one-year term as TPC Chair. Motion to ratify the action, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

V. Town Hall Administration

- A. Grant Updates: no updates not covered in reports.
- B. Attachment 'E' to 2022 Compensation Resolution #2021-1214A: Motion to approve, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$26,238.60, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried. *[Clerk's Note: the correct amount is \$26,358.52, the wrong total was read but all vouchers were presented and approved].*

VII. Minutes

- A. Regular Town Board Meeting June 28, 2022: Motion to approve with two typos (replace instead of preplace in item III. A. 2. And from not form in item V. B.), M. Anderson/ A. Baxter, 4 Ayes, 1 Abstain (S. Brenna), Motion Carried.
- B. Special Town Board Meeting June 29, 2022: One typo, should be wary not weary in item 3. Motion to approve with the change, as well as approve the July 5th minutes, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- C. Special Town Board Meeting July 5, 2022: approved in the last motion.

VIII. Emergency Services

A. Police Department

1. Ashland County Law Enforcement Agreement:

- a. New Draft Proposal & Memo
- b. Communication with County Board

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session and/ or for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(g). If the Town goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session to discuss both items VIII A. and B., S. Brenna/

A. Baxter, 5 Ayes by roll call vote, Motion Carried. 5:51pm.

Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
6:25pm.

Motion to have the Town Administrator send the letter and draft proposal to Ashland County, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

B. Updates on Construction and Warranty Work at the Emergency Services Building

The Town Board may go into closed session during the meeting for the purpose of conferring with legal counsel with respect to litigation in which it is or is likely to become involved in accordance with to Wisconsin Statutes 19.85 (1)(g). After the completion of the closed session, the Board will come back into open session to act upon the discussion in the closed session or otherwise complete the business of the meeting before adjourning.

No action

IX. Public Comment B:** M. Starck commented for David Markwardt that he hopes the dog park will get on an agenda. M. Starck also commented that he thinks the Law Enforcement Agreement letter and draft proposal should be emailed to all the county board members.

X. Liquor & Operators' Licenses

A. Non-intoxicating Beverage License

1. Captain Matt's on Madeline Island: Motion to approve, M. Anderson/ A. Baxter, 5 Ayes, Motion Carried.

B. Temporary Class "B" License

1. La Pointe Center at the Rec Center, July 14, July 21, August 4, August 11: Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

XI. Lawsuits & Legal Issues

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

XII. New Agenda Items for Future Meetings: G. Carlson thinks the Town Plan Commission should discuss the dog park idea first. Low speed vehicles ordinance updates.

XIII. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:33pm.

Submitted by Micaela Montagne, Town Clerk

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TB Michael, Barb,
Micaela, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
THURSDAY JULY 14, 2022
5:30pm at 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: Elected Clerk Micaela Montagne
Called to Order: 5:35pm

1. Public Comment: none.

2. Annual Performance Review of the Town Administrator

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

Motion to go into closed session, S. Brenna/ J. Carlson, 5 Ayes by roll call vote, Motion Carried. 5:37pm.

Motion to return to open session, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. 6:30pm.
More discussion at the 7/26/2022 town board meeting.

3. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 6:31pm.

Submitted by Micaela Montagne, Town Clerk.

THE TOWN OF LA POINTE POLICE OFFICER ON-CALL / STAND-BY POLICY

I. POLICY STATEMENT..... 1

II. PURPOSE..... 1

III. PROVISIONS..... 1

IV. EFFECTIVE DATE AND SCOPE..... 2

V. AUTHORIZATION 2

I. POLICY STATEMENT

The Town of La Pointe ("Town") recognizes that serving as a police officer ("Officer") on Madeline Island involves unique circumstances that impact Officers' personal and professional lives. It is the intent of the Town to schedule and compensate Officers in ways that recognize these circumstances and the sacrifices Officers make, that comply with wage-and-hour laws and regulations, and that respect the realities of the Town budget.

II. PURPOSE

In connection with Town's commitment to provide coverage during all times of need – including overnight – the Town desires to clearly define when an Officer is considered on "stand by" status (waiting to be engaged), when an Officer is considered "on call" (engaged to wait), when an Officer's shift is consider a "productive work period," and when an Officer's shift is considered a "non-productive work period." Doing so will establish parameters of how Officers are compensated.

III. PROVISIONS

A. Scheduling

Scheduling is at the Town's sole discretion. The Town may assign Officers to fulfill on-call overnight shifts. During such on-call overnight shifts, assigned Officers shall remain physically present on Madeline Island during overnight hours, and are permitted to sleep during such periods, and engage in personal activities, unless duty calls. During these on-call overnight shifts, Officers are required to promptly respond to all dispatch calls in a manner consistent with Town policy and practice.

The Town will provide "dorm" facilities for Officers who are assigned to work on-call overnight shifts on Madeline Island. The Town will furnish these sleeping quarters at no cost to Officers assigned to work the on-call overnight shift.

As often as is practical, the Town will schedule Officers for on-duty shifts that are a minimum of 24 hours. These shifts will be divided into segments each calendar day that are considered sleeping time (a "non-productive work period"), and a minimum of 16 hours per shift that are considered a "productive work period."

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B. On-Call Status: "Engaged to Wait"

When an Officer is required to stay at the workplace during a "non-productive work period," or so near to the workplace that he/she cannot use his/her time freely, the Officer is considered on duty but "engaged to wait" (otherwise known as "on-call" status for purposes of this policy), and the Officer is compensated for his/her time.

The Town and Officers will sign individual written agreements clarifying that, if the Officer is assigned a shift of at least 24 hours, segments that qualify as "productive work periods" will be paid at the Officers' standard wage rate; segments that are designated as "sleeping time" will be paid at a rate of \$25 per overnight (this \$25 per overnight will apply only if the Officer has the opportunity to obtain 5 hours of sleep, and may utilize the remaining hours freely and without interruption, consistent with applicable law). If the Officer is unable to obtain 5 hours of uninterrupted sleep time, the Officer shall be paid for the entire overnight shift/segment at his/her standard wage rate.

Officers assigned to work on-call overnight during a shift of less than 24 hours will receive the applicable minimum wage rate for all hours worked during the on-call overnight shifts (including, but not limited to, time spent sleeping). If sleep is interrupted by a dispatch, Officers will be paid at their standard rate for a minimum of two hours [regardless of time required to respond], based on the nature and duration of the dispatch.

All on-duty hours are reportable to the Wisconsin Retirement System and count toward Officers' 86-hour threshold, in a 14-day period, when they become eligible for overtime.

C. Stand-By Status: "Waiting to be Engaged"

Generally, if an Officer is able to use his/her time freely and is not performing a specific assigned task, that Officer is considered "waiting to be engaged," otherwise known as "stand-by" status. An Officer on "stand-by" status will not be compensated for his/her time. In such situations, the Officer is not required to remain on the island while on "standby".

IV. EFFECTIVE DATE AND SCOPE

This policy is effective as of TBD, 2022, and replaces and supersedes any previous policies, or unwritten policies or practices, covering the same subject matter.

V. AUTHORIZATION

Glenn Carlson - Town Chair

Chapter 425

Article IV Low-Speed Vehicles

- A. Definitions.** A low-speed vehicle (LSV) must meet National Highway Traffic Safety Administration Federal Motor Vehicle Safety Standards and must have a certification label stating that the vehicle meets those standards. A golf cart is not considered an LSV.
- B. Operation.** An LSV may be operated in La Pointe only upon those streets having a posted speed limit of 25 miles per hour or less. Operation of an LSV is prohibited on sidewalks, recreational trails, and within municipal parks and recreation areas (except on roadways and in parking lots). To operate legally in La Pointe:
1. An LSV must be titled and registered through the DMV.
 2. The operator of a low-speed vehicle shall be in possession of a valid driver's license at the time of its operation.
 3. The LSV and operator shall comply in all respects with all applicable Town ordinances and State laws.
 4. Operators of LSVs must have a motor vehicle liability policy in effect that covers the LSV and meets minimum required coverage. The LSV operator must display proof of insurance coverage upon demand.
- C. Standards.** To be eligible for use on a street in the Township of La Pointe, a low-speed vehicle shall comply with the following standards:
1. It shall have four wheels and shall have a speed range potential of at least 20 miles per hour but no more than 25 miles per hour on a paved surface and a gross vehicle weight at rest of less than 3,000 pounds.
 2. It shall have headlights, front and rear turn signals, and stop lamps.
 3. It shall have red reflex reflectors on each side as far to the rear as practicable and one such reflector on the rear.
 4. It shall have an exterior mirror mounted on the driver's side, and either an exterior mirror on the passenger side or an interior rearview mirror.
 5. It shall have a parking brake.
 6. It shall have a windshield that conforms to the requirements of the Federal Motor Vehicle Safety Standard on glazing materials (49 CFR 571.205).
 7. It shall possess a vehicle identification number (VIN) which complies with the Federal Code (949 CFR 656).
 8. For each designated seating position, it shall have a Type 1 or Type 2 seatbelt assembly conforming to 49 CFR 571.209 and Federal Motor Safety Standard No. 209.
 9. It shall meet the general test conditions under 49 CFR 571.50056.
 10. It shall be self-propelled by gas or electric power.

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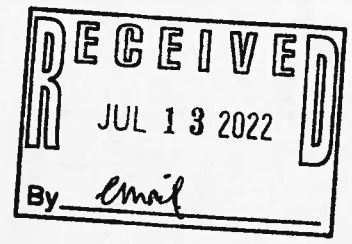
JUL 21 2022

Initial: dg

TBS Michael, Ben,
Micaela, public
Ben

Micaela Montagne

From: Birdie Pallas <birdieontherock@yahoo.com>
Sent: Tuesday, July 12, 2022 6:24 PM
To: Micaela Montagne
Subject: Fwd: Rec Center



----- Original Message -----

Subject: Rec Center
From: birdie pallas <birdieontherock@yahoo.com>
Sent: Thursday, July 7, 2022, 9:38 AM
To: Julie Nelson <julnel@ncis.net>
CC:

Hi Dorgene, just me Birdie I would appreciate it if you would add this letter to your next agenda and direct it to the appropriate departments, Town Board and Public Works/Parks I would guess.

Town Board Members: Mike, Sue, John, Glenn, Aimee, Town Administrator Michael and PWD Ben.

I would like to direct your attention to the Harry Nelson Rec Center and its condition on July 4th, 2022. The Rec Center was rented by 3 Island groups for a fundraising event. The Island Association, MIHPA and St. John's UCC.

My first concern is that there was no running water at the facility. Ben notified us of this fact a couple of weeks before our event and as Island affiliates and Island folks we were able to make adjustments. And with the help of Mother Nature, an abundance water was provided to us!

My second concern is the lack of bathroom facilities at the Rec Center. There were 2 Town Porta Potties there that day, but both were quite full (no blue water visable) and very low on tissue! There was a third Porta Potty, it was nearly full and there was no toilet paper! We had to provide our own toilet paper for our event! We were also given a sign to post that stated that there were more Porta Potties in the back parking lot. There were none there!

Lastly, the grills we needed to cook for our function were very dirty and needed to be emptied! And, the cement slab was also very dirty and needed to be swept! Again, as Islanders we made adjustments for this and were able to remedy the situation. We should not have had to.

Please note that Historically, the 4th of July picnic at the Rec has served as many as 300+ people, so we were prepared for that. The Town was not.

I am bringing these concerns to your attention, so hopefully, future Rec Center renters don't have the same issues to deal with!

May I add, the Harry Nelson Rec Center is and has been a vital part of our community for a long time. It has been Neglected for far too long. I hope that whatever is going on behind those windowless walls will be finished soon and we will have a functioning facility again.

over →

P.S. Kudos to the nice young man that picked up our trash after the picnic!



TOWN OF LA POINTE MADELINE ISLAND

240 Big Bay Road
PO Box 270
LA POINTE, WI 54850
715-747-6913

Request for Proposal Housing Needs Assessment /Market Study

1. Summary and Background

The Town of La Pointe, on Madeline Island, is accepting Proposals for a needs assessment and market-specific market study that will help the Town determine the viability of creating affordable workforce housing on the Island, and prioritizing what types of housing are likely to meet the needs of current and potential year-round residents.

The Town of La Pointe encompasses Madeline Island, the only Apostle Island that is inhabited year-round. The Lake Superior Island is a long-time seasonal and vacation destination that has grown increasingly popular, especially in the Covid era. La Pointe's population rose 64% in the last decade – to 427, 2020 US Census figures show. The Town's growth runs counter to many rural communities in northern Wisconsin; for example, the Town saw the largest population increase – in percentage and raw numbers – of any municipality in Ashland County.

This growth, the widespread availability of short-term vacation rentals, the long tradition of seasonal residences, the attractiveness of the Island to remote workers, and broader market trends have made affordable housing difficult, if not impossible, for year-round residents to find or obtain.

The Town's Affordable Housing Advisory Committee is seeking to create the types of housing that the private market is not providing. The committee's initial emphasis is on "workforce housing" for year-round residents who earn between 60 percent and 120 percent of the area median income. The requested needs assessment is necessary so the committee, the Town Board, and potential development and financial partners know how much housing is necessary to add, who would utilize that housing, what kind of housing they are looking for, what kind of housing they can afford, and what kind of housing is financially buildable and sustainable from a development perspective.

2. Proposal Guidelines

2.1. Proposal Deadline

Proposals will be accepted until 4 p.m. Central Time on Tuesday Sept. 13, 2022.

2.2. Submission Requirements

Proposals must be sealed, marked with the Vendor's name and address, labeled **"RFP 22-03,"** and delivered by the Proposal deadline to:

Town Clerk
Town of La Pointe
PO Box 270
240 Big Bay Road
La Pointe, WI 54850

Hand-delivered copies will be accepted at the above address only between the hours of 8 a.m. and 4 p.m. Central Time, Monday through Friday, excluding holidays observed by the Town. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the delivery service includes the required labeling information on the outer wrapper or envelope. Vendors should be aware that delivery to the Island may be affected by ferry schedules and other conditions beyond the Town's control.

2.3. RFP Timetable

The anticipated schedule for the Request for Proposal (RFP) is:

- | | |
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| • RFP Available | July 27, 2022 |
| • Proposal deadline | Sept. 13, 2022, 4:00 p.m. Central Time |
| • Proposals opened | Sept. 13, 2022, 5:30 p.m. Central Time |
| • Review of proposals | Sept. 14-21, 2022 |
| • Town Board votes on recommended proposal | Sept. 27, 2022 |
| • Contract developed | Sept. 28-Oct. 5, 2022 |
| • Town Board approves contract | Oct. 11, 2022 |

After the Town Board opens submissions, Proposals will be reviewed by staff and the Affordable Housing Advisory Committee, which will make a recommendation to the Town Board of a preferred Proposal.

2.4. Content of Proposal

To facilitate evaluation of proposals, please submit the following:

- 2.4.1. The Submittal Form (see last page of this RFP)

- 2.4.2. A Proposal prepared with a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP.
- 2.4.3. Two (2) printed versions of the Proposal.
- 2.4.4. A flash drive with one (1) fully executable electronic copy of the Proposal (signatures included) in PDF format.
- 2.4.5. An outline of the work proposed to complete the project, including a proposed Work Schedule and progress meetings.
- 2.4.6. At least two recent examples of comparable projects.
- 2.4.7. Three (3) references of previous clients; please provide name, address, date of project, email, and telephone of all references on a separate page.
- 2.4.8. The Proposal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Vendor. Proposals must remain valid for a period of 60 days from the Proposal deadline (see Submittal Form on last page of this RFP).

2.5. Additional Proposal Information

- 2.5.1. The Town of La Pointe (Town) will not change or supersede the written requirements in this RFP except by written addendum.
- 2.5.2. Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the proposal.
- 2.5.3. All expenses involved with the preparation and submission of the RFP to the Town are the responsibility of the Vendor.
- 2.5.4. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Law and related laws and policies of the State of Wisconsin and of the Town of La Pointe. All such materials shall remain the property of the Town and will not be returned to the respondent.
- 2.5.5. A list of names of Vendors responding to the RFP may be obtained from the Town Administrator after the Proposal deadline.
- 2.5.6. Inquiries to clarify any requirements of this RFP should be directed to Town Administrator Michael Kuchta at administrator@townoflapointewi.gov or 715-747-6914.
- 2.5.7. The issuance of this RFP constitutes only an invitation to present a Proposal. The Town reserves the right to determine, at its sole discretion, whether any aspect of a respondent's Proposal meets the criteria in this RFP. The Town also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to modify the procurement process and schedule, to waive any technicalities or irregularities, to reject any or all responses with or without cause, and to accept the response that is determined to be in the best interest of the Town.
- 2.5.8. In the event that this RFP is withdrawn or the project canceled for any reason, the Town shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise. All respondents to this RFP shall hold

harmless the Town and any of their officers and employees from all suits and claims alleged to be a result of this RFP.

DRAFT