

MEMO

To: Town Board
From: Michael Kuchta
Re: Town Administrator's Report
DATES COVERED IN REPORT: Jan. 7-19, 2023

1. Accomplished/Completed

- **Notice of Claim.** I delivered the notice to the Ashland County clerk on Jan. 11. I did interviews with the Ashland Daily Press for an article that ran Jan. 13, and with WDIO-TV for a story that aired on the 6 o'clock news on Jan. 13.

2. Coming Up

- **Wisconsin Towns Association Unit Meeting.** Quarterly meeting is Jan. 23 in Bayfield County.
- **County Board.** Supervisors plan to meet for the first time since November on Feb. 7 at 9 a.m.
- **Snow Snake Festival.** The annual inter-tribal competition is scheduled for Saturday Feb. 11.
- **Great Lakes Islands Association.** GLIA has scheduled a webinar on the value of community surveys on Monday Feb. 13 at noon Central.

3. Town Board Agenda – Information/Comments

- **State-Municipal Agreement for Hagen Road.** This agreement is for design work in 2023 and construction in 2024. We have \$50,000 budgeted for the Town's 20% share of design work. The agreement needs the Town Board to authorize a signature (from Town Chair, Town Administrator or Public Works Director). If approved, we will pursue the state-required Quality Based Selection of a design consultant.
- **Facilities Manager Job description.** The only change of substance is adding the language highlighted on Page 1. This revision also cleans up other language.
- **Erickson Land Swap and Rezoning.** You tabled this resolution on Jan. 10. The title is revised so it is more accurate and transparent. The Town Plan Commission recommends rezoning the portion of Town property that is being traded from G-1 (government and institutional) to R-3 (multi-family residential), which is the same zoning as the adjacent land. If you approve the rezoning, the matter goes back to TPC, which will make a recommendation on the certified survey map that would finalize the land swap. *Note: If you did not attend the public hearing in person, you must watch the recording and sign an affidavit affirming that.*
- **Appointments to Zoning Board of Appeals.** The board has two vacancies (plus vacancies in the two alternate positions). Members are appointed to three-year terms; the next two appointments would end on June 30, 2025.
- **Energy Committee.** muGrid Analytics, which did the microgrid feasibility study, intends to apply to the US Department of Energy's Long-Duration Energy Storage Demonstration Initiative. muGrid would like to permission to list the Town as a potential host candidate for a flow battery installation (which is alternative technology to lithium-ion batteries for larger-scale uses).
- **Madellne Island Museum/Wisconsin Historical Society.** Representatives will join the meeting remotely; they will recap 2022 and preview projects for 2023.
- **Town Hall AV System.** We received quotes from six vendors for similar systems. Four vendors quoted installation as well as equipment. Bluum is the lowest quote. The Town would incur

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additional costs for software or a software license (approximately \$300) and work to install electrical and data outlets (cost undetermined). Bluum anticipates availability in 4-6 weeks. A purchase order will be available to sign at the meeting.

- **Legal Expense Fund.** If we do not use all the contributions we receive, we should have guidance in place to return unused funds – such as in proportion to the amounts donated and spent.
- **Police Department.** The sheriff planned to deliver a squad on Jan. 20; vehicle would be available for a deputy to use during wind sled season. The squad will be parked in the ESB; our officers will shuttle vehicles up and back in the bay, so the proper squad is first in line, depending on which department has primary enforcement responsibility on a given shift.
- **Legal issues.** You will have a final draft to review of our petition to the Department of Revenue.

4. Follow Up on Previous/Ongoing Projects

- **Cell tower.** AT&T is scheduled to go online by the end of January. In the meantime, we received an offer from a company working with Harmoni Towers to do a lease conversion – a lump sum payment in lieu of future rent. Terms are not nearly as lucrative as with the Verizon tower.
- **Fire numbers.** Look for a purchase order for Lange Enterprises to provide an initial review and recommendations on updating fire numbers. The review will ensure that numbers are in an acceptable sequence, are correctly numbered odd or even, and allow room for expansion.
- **Maxfield Research.** I worked with the consultant and housing committee representatives to set up a Survey Monkey tool.
- **Rental permit application.** I worked with Ed to revise the application for the 2023 mailing.

5. Grant Report

- **BBTP accessibility study.** Under our Wisconsin Coastal Management grant, Cooper Engineering delivered preliminary concepts for three options to replace the existing stairway and bridge. Ben, Ray and I have asked them to investigate further the least-intrusive proposal – an 8-foot-wide, elevated, sloped walkway leading to a prefabricated bridge. Estimated cost is \$2.5 million.
- **Comprehensive Plan.** I submitted final reports to the Apostle Islands Area Community Fund and the Michael Madeline Island Fund for the survey and public forum work their grants supported.
- **Microgrid.** I submitted the Energy Committee's application to the state's Energy Innovation Grant Program on Jan. 17.

6. Lawsuits/Legal Issues

- **Ashland County.** Glenn and I set up a regular meeting schedule with our attorneys to keep on top of workflow and timelines. Meanwhile, the County Board's Executive Committee voted to hire the Milwaukee firm of Attolles Law to defend them on our claim.

7. Other Information

- **Gazette subscriptions.** Glenn and I are setting up regular mailings of the Gazette to our elected US and state senators and representatives.
- **Harbor Commission.** In accordance with my employment agreement, Glenn gave me permission to work on a federal grant application for the commission on a freelance, consultant basis.

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



**STATE/MUNICIPAL AGREEMENT
FOR A STATE-LET STP-LOCAL
PROJECT**

**Program Name: STP-Local
Sub-program #: 206
Cycle: FFY 2023 to 2026- Bipartisan
Infrastructure Law (BIL)**

**Date: 1/14/2023
I.D.: 9954-00-02/72
Road Name: Hagen Road
Limits: Black Shanty Road to Terminus
County: Ashland
Roadway Length: 2.1 miles
Functional Classification: Minor Collector
Project Sponsor: Town of La Pointe
State Fiscal Year of Design: 2023
State Fiscal Year of Construction: 2024**

The signatory, **Town of La Pointe**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Hagen Road is in poor shape, experiencing rutting, longitudinal cracking and raveling at it's edges. PASER rating is a 3. Hagen Road is the only access to Big Bay State Park. It is a rural cross-section with 10.5 foot lane widths and 4 foot asphalt shoulders with bike accommodations and 1 foot turf shoulders beyond that.

Proposed Improvement - Nature of work: The proposed improvement concept is a pavement replacement. Minimal grading will be required. The existing surface will be pulverized and relayed. Additional aggregate base and asphalt will be added. Lane widths will be 11 feet with 4 asphalt shoulders with bike accommodations plus an additional 2 feet of gravel shoulders. Project length is 2.1 miles.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Maintenance and repair of haul roads.**

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The Municipality agrees to the following FFY 2023 to 2026 BIL STP-Local project funding conditions:

Project ID 9954-00-02 design costs are funded with up to 80% federal funding up to a funding limit of \$198,273.20. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$198,273.20 federal funding limit.

Project ID 9954-00-72 construction costs are funded with up to 80% federal funding up to a funding limit of \$1,458,761.20. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$1,458,761.20 federal funding limit. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2024. Sunset date: June 30, 2029

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal funding exceed the estimate of \$1,657,034.40 in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 9954-00-02					
Design	\$237,841.50	\$190,273.20	80%	\$47,568.30	20% + BAL
State Review	\$10,000.00	\$8,000.00	80%	\$2,000.00	20% + BAL
<i>Project totals</i>	<i>\$247,841.50</i>	<i>\$198,273.20</i>		<i>\$49,568.30</i>	
ID 9954-00-72					
Participating Construction	\$1,585,610.00	\$1,268,488.00	80%	\$317,122.00	20% + BAL
Non-Participating Construction	\$500.00	\$0.00	0%	\$500.00	100%
Construction Engineering	\$227,841.50	\$182,273.20	80%	\$45,568.30	20% + BAL
State Review	\$10,000.00	\$8,000.00	80%	\$2,000.00	20% + BAL
<i>Project totals</i>	<i>\$1,823,951.50</i>	<i>\$1,458,761.20</i>		<i>\$365,190.30</i>	
Total Est. Cost Distribution	\$2,071,793.00	\$1,657,034.40	N/A	\$414,758.60	N/A

*Design ID# 9954-00-02 federal funding is limited to \$198,273.20.

*Construction ID# 9954-00-72 federal funding is limited to \$1,458,761.20

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
 Signed for and in behalf of: **Town of La Pointe** (please sign in blue ink.)

Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

h. General requirements for administering federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2023 to 2026 BIL STP-Local program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
- b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
- c. Storm sewer mains necessary for the surface water drainage.
- d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
- e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- f. Signing and pavement marking.
- g. New installations or alteration of street lighting and traffic signals or devices.
- h. Landscaping.
- i. State review services.

5. The work will be administered by the State and may include items not eligible for federal participation.

6. As the work progresses, the State will bill the Municipality for work completed that is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the FFY 2023 to 2026 BIL STP-Local improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
- c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
- d. Conditioning, if required and maintenance of detour routes.
- e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

- f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Preliminary engineering and design.
 - i. Real estate for the improvement.
 - j. Other 100% Municipality funded items: **Maintenance and repair of haul roads.**
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to 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. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing commitments or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 13. In accordance with the State's sunset policy for STP Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred on behalf of the project.
 15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or state highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if the contractor does not obey size and weight laws, use properly equipped and maintained vehicles, and does not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following FFY 2023 to 2026 BIL STP-Local project funding conditions:
 - a. ID 9954-00-02: Design is funded with 80% federal funding up to a funding limit of \$198,273.20, when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$198,273.20 federal funding limit. This phase includes plan development, management consultant review, and state

review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

b. ID 9954-00-72: Construction:

i. Costs for participating construction items are funded with 80% federal funding up to a funding limit of \$1,458,761.20, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$1,458,761.20 federal funding limit.

ii. Non-participating costs for maintenance and repair of haul roads are funded 100% by the Municipality. Costs include construction delivery.

iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

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

JOB DESCRIPTION

FACILITIES MANAGER

Immediate Supervisor:
Classification:

Public Works Director
Full-Time Employee

I. Position Overview

The Facilities Manager will oversee all building and grounds maintenance for the Town. They will be responsible for ensuring that Town facilities are safe, up to code, fully operational, and attractive. The Facilities Manager will be responsible for managing contractors; working with third-party vendors; and performing routine building maintenance and remodeling tasks in multiple fields that can be performed without license requirements.

II. Examples of Duties

- A. Supervises and plans troubleshooting, installation, operation, and repair of heating and cooling systems, electrical, plumbing, management and maintenance of telephones, internet, security systems, emergency systems, office moves, furniture, and general building and grounds maintenance.
- B. Inspects all Town buildings and utility rooms on a pre-determined schedule, and other structures on sites to determine functional systems and detect malfunctions and needed repair, making notes and recommendations.
- C. Develops and implements maintenance schedule for Town facilities, buildings, and equipment.
- D. Identifies and oversees service contractors such as construction, building maintenance, HVAC, etc.
- E. Oversees facility janitorial program; ensures cleanliness and maintenance of Town facilities **by employees, volunteers, or contractors**; conducts inspections and monitors performance of custodial contractors and maintenance employees, maintains snow removal assignments and schedules.
- F. Creates budget and repair estimates for Town facilities, and tracks actual-to-expected revenue and expenditures for budgetary reviews. Obtains and reviews price quotes for the procurement of parts, services, and labor for projects.
- G. Manages building- and facility-related capital improvement projects.

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- H. Ensures efficiency in all building systems. Looks for improvement opportunities during walks through the facilities and helps quantify all potential savings from proposed improvements.
- I. Performs electrical maintenance to include but not limited to replacement or repair of fixtures (e.g. switches, outlets, ballast, fuses, bulbs, etc.)
- J. Performs plumbing maintenance (e.g. repair of leaks, boiler maintenance, etc.)
- K. Responds to the public in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
- L. Keeps supplies and spare parts ready by inventorying stock; placing orders; verifying receipt, etc.
- M. Performs other duties as assigned.

III. Qualifications

A. Knowledge of:

- Methods and principles of general building maintenance.
- Principles of carpentry, plumbing, painting, and electrical work.
- Principles of heating, ventilation, and cooling systems.
- Building lock and security systems.
- Lockout/tag-out practices.
- Knowledge of occupational hazards and standard safety practices.

B. Ability to:

- Schedule regular preventative maintenance services
- Work independently with minimal supervision.
- Understand and follow oral and written instructions
- Communicate clearly and concisely, both verbally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work.
- Safely and properly hook up, operate, and back up a pick-up truck with utility trailer while using mirrors.

IV. Education and Training

- A. Bachelor's Degree in Engineering, Business, Facilities Management or a related field, or an equivalent combination of training and experience.
- B. Training and/or experience in the mechanical and/or building trades, or in a related field.

- Five years of experience performing and/or supervising facility maintenance, operations and project management activities.
- Working knowledge and understanding of building systems and equipment (HVAC, electrical, fire, plumbing, and grounds maintenance), construction trades, capital project design, and building code requirements.
- Proficiency in Microsoft Office (Word, Outlook and Excel).
- OSHA 10 or equivalent relevant safety training preferred

V. License/Certificates

Possession of valid Class D Driver's License

VI. Physical Requirements

- A. Perform moderate lifting and carrying; walking or standing for prolonged periods of time; bending, stooping, kneeling, climbing, crawling while performing job duties.
- B. Color vision
- C. Hearing
- D. Ability to push 100 pounds and lift 50 pounds
- E. Ability to climb ladder and step ladder
- F. Ability to bend at the waist, sit, kneel, lie horizontally, climb, walk, etc. as job may require.

VII. Working Environment

- A. Extreme heat or cold
- B. Sustained noise
- C. Heights
- D. Electricity
- E. Lubricating fluids, cleaning solvents, batteries, diesel, gasoline, etc.
- F. Cleaning fluids normally used in custodial duties
- G. Paints and solvents

- H. Bio-medical waste such as hypodermic needles, body fluids, cultures, specimens, etc.

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

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

I have read and do understand the duties and responsibilities for the position of Facilities Manager for the Town of La Pointe.

Signature

Date

This resolution was duly passed and adopted this _____ day of _____

2023
JUN 13 11:14

Glenn Carlson, Chair

Clerk Attest

Michael Anderson, Supervisor

Date Passed

Aimée Baxter, Supervisor

Date Posted

Sue Brenna, Supervisor

John Carlson, Supervisor

DRAFT



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 that you wish to be considered for appointment to (you may select more than one)

- | | |
|--|--|
| <input type="checkbox"/> Affordable Housing Advisory Committee | <input type="checkbox"/> Board of Review (alternate)* |
| <input type="checkbox"/> Election Board * | <input type="checkbox"/> Energy Committee |
| <input type="checkbox"/> Madeline Island Public Library Board | <input type="checkbox"/> Public Arts Committee |
| <input type="checkbox"/> Town Plan Commission* | <input type="checkbox"/> Winter Transportation Committee |
| <input checked="" type="checkbox"/> Zoning Board of Appeals * | <input type="checkbox"/> Other: _____ |

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

2. Personal Information

David L. Boone
Name (please print)

1179 Middle Rd. P.O. 13 LaPointe, W.I. 54850
Mailing Address

Phone (Primary) _____ Phone (Other) _____ Email Address _____

Town Resident? Full time Seasonal _____ 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?
Zoning & Building experience, lic. Builder & Plumber

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

1"

RECEIVED
JAN 19 2023

I am aware of the required time commitment (see back) for the board(s)/committee(s) I have selected above. Initial: dg

David L. Boone
Print Name

David L. Boone
Signature

1-19-23
Date



TOWN OF LA POINTE, MADLINE 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 that you wish to be considered for appointment to (you may select more than one)

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

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

2. Personal Information

Dale Whittaker

Name (please print)

P.O. Box 627 (1596 N Shore Rd) LaPointe, WI 54850

Mailing Address

Phone (Primary)

Phone (Other)

Email Address

Town Resident? Full time X Seasonal Other

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

If yes, what boards or committees?

NA

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

I am looking for a way to contribute to the community as we put down roots.

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

I have experience making decisions in gray areas and have the ability to be objective.

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

RECEIVED

JAN 17 2023

Initial: dg from MK

Dale Whittaker
Print Name

Dale Whittaker
Signature

Digitally signed by Dale Whittaker
Date: 2023.01.17 08:44:00 -0600

1/17/2023
Date

(5) TB, TA, AA, Clerk Public



Quote

#251595

Bluum of Minnesota
1771 Energy Park Drive
Suite 100
St. Paul MN 55108
800-933-7337 | 612-331-5500
www.bluumtech.com

01/18/2023

Qty	Item	MFG	Price	Ext. Price
1	DL-ARDA 1 Adapter Cable DisplayPort male to HDMI female 5 inches long (AR-DPM-HDF) AR-MDPM-HDF 1 Adapter Cable Mini-DisplayPort male to HDMI female 5 inches long (AR-MDPM-HDF) MD826AM/A 1 Apple Certified Adapter Lightning (M) to HDMI (F) and Lightning (F) to power device (MD826AM/A) MJ1K2AM/A 1 Apple Certified Adapter USB C to HDMI w/USB A Port (MJ1K2AM/A) AR-UCM-HDF 1 Adapter Cable USB "C" male to HDMI female 9 inches long (AR-UCM-HDF) DL-AP2 Security clamp to attach Apple Adapters to DL-AR system (DL-AP)	Liberty	\$272.87	\$272.87
1	Services - Integration Integration and Installation Services (Non-Union, Non Prevailing Wage; Normal Business Hours). Union and/or Prevailing Wage rate requirement will result in a change order to the client. Including Standard 90 day Installation Warranty https://www.bluum.com/standard-service-warranty		\$3,954.13	\$3,954.13

Subtotal \$10,210.94

Tax Total \$0.00

Shipping Cost \$0.00

Total \$10,210.94

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluumtech.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service at 800-933-7337.
Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

RECEIVED
JAN 18 2023

Initial: _____





Quote

Bluum of Minnesota
 1771 Energy Park Drive
 Suite 100
 St. Paul MN 55108
 800-933-7337 | 612-331-5500
 www.bluumtech.com

#251595

01/18/2023

Bill To
 Accounts Payable
 Town of La Pointe
 240 Big Bay Road
 PO Box 270
 La Pointe WI 54850

Ship To
 Michael Kuchta
 Town of La Pointe
 240 Big Bay Road
 La Pointe WI 54850

Memo:

Expires	Sales Rep	Contract	Terms
04/18/2023	592 Mike Chapley	State of WI #505ENT-M18-AUDIOVIDEO-04	NEW

Qty	Item	MFG	Price	Ext. Price
1	BE75T-H Samsung BE75T-H - 75" Class BET-H Pro TV Series LED TV - digital signage - Smart TV - Tizen OS - 4K UHD (2160p) 3840 x 2160 - HDR - E-LED Backlight - titan gray	Samsung	\$1,124.00	\$1,124.00
1	Mount - Large Tilt (Corporate Package) Bluum will install a display on a large tilting wall mount. A single gang HDMI wall plate connection will be provided below the display at standard outlet height. A 10' HDMI patch cable will be provided for the connection of an owner furnished laptop.		\$285.91	\$285.91
1	Logitech Rally Bar (Corporate Package) Bluum will install a Logitech RallyBar below the monitor location. The customer is responsible for providing a Small form factor PC with an available USB 3.0 port, soft codec web conferencing software, data connection.		\$3,571.12	\$3,571.12
1	Integration Item 11DT00FJUS TS M70q I710700T 16G 256G W11D	Lenovo	\$925.93	\$925.93
1	4XF0N03161 Lenovo Mounting Bracket for Desktop Computer, Workstation	Lenovo	\$16.99	\$16.99
1	Integration Item 920-008671 Logitech MK540 Wireless Combo	Logitech	\$59.99	\$59.99



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

December 2022 All Alternative Claims Summary:

<u>Regular Alternative Claims</u>	<u>\$211,257.93</u>
<u>Library Board Approved Claims</u>	<u>\$19,247.97</u>
<u>Harbor Commission Approved Claims</u>	<u>\$4,905.29</u>
Total of All Alternative Claims:	\$235,411.19

RECEIVED

JAN 16 2023

Initial: dg

ALTERNATIVE CLAIMS 2022

December 2022

Date	Payable to Who	Check #	Amount	Description
12/1/2022	Oasis P/R#24 2022	EFT#24	39,018.04	P/R#24 Ending 11/26/2022
12/1/2022	Empower/Deferred Comp	EFT#7024	150.00	P/R#24 employee contributions
12/8/2022	Madeline Island Yacht Club	81697	425.00	WTC Shrink wrap (WTC chair approved)
12/8/2022	Young & Associates	81698	11,597.80	2022-2023 Package/Liab insurance
12/7/2022	Xcel Energy	EFT-#9738	2,214.17	-11/2 Main electric (due 12/7)
12/9/2022	Dept of Employee Trust Funds	EFT#2023-01	17,409.52	January 2023 Health Insurance
12/12/2022	Northern State Bank	81701	11,547.53	Loan Pay#48/#60
12/14/2022	Oasis P/R#25 2022	EFT#25	66,539.52	P/R#25 Ending 12/10/2022
12/14/2022	Empower/Deferred Comp	EFT#7025	150.00	P/R#25 employee contributions
12/12/2022	Fidelity Payment Center	EFT#2627	198.35	Nov BBTP Credit card fees
12/17/2022	WI Dept of Revenue	EFT#2022-11	379.57	November sales tax
12/30/2022	Oasis P/R#26 2022	EFT#26	41,819.65	P/R#26 Ending 12/24/2022
12/30/2022	Empower/Deferred Comp	EFT#7026	150.00	P/R#26 employee contributions
12/30/2022	Xcel Energy	EFT-#59F0B	3,081.56	-12/6/2022 Main electrics
12/31/2022	Wisconsin Retirement System	EFT#2022-12	16,577.22	December 2022 Retirement

DECEMBER 2022 TOTAL:

\$211,257.93

ALTERNATIVE CLAIMS 2022

MI Library

December 2022

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
12/20/2022	Library Board approved vouchers		19,247.97	
12/21/2022	Advantage Systems Group	81750	168.00	Elevator Monitoring -11/30/2
' " ""	Amazon	81751	79.74	Music x 2 mos, Fritos
' " ""	Ashland County Zoning	81752	200.00	MakerSpace Shed permit
' " ""	Cardmember Services (LS)	81753	1,265.48	Adobe, Google Workspace, B
' " ""	Conrad Machine Company	81754	2,134.00	ARPA:12x24 Etching Press,;
' " ""	Demco	81755	4,994.99	ARPA:Flex Farm Hydroponic
' " ""	Madeline Island Ferry - Swipes	81756	1,000.00	Swipe charged Bayfield Rec
' " ""	Minnesota Elevator, Inc (MEI)	81757	409.64	Elevator Service 12/2022-2/
' " ""	Norvado, Inc.	81758	185.45	Dec phones, fax, DSL
' " ""	Schuppe, Lauren	81759	58.73	USPS/Year end mailer
' " ""	We Sell Mats	81760	1,167.00	ARPA: 100 fitness mats
' " ""	Worthington Direct	81761	7,584.94	ARPA: Ed table w/8 stools,b

DECEMBER 2022 TOTAL:	19,247.97
MI Public Library Board approved	<i>cm</i>

0.00

ALTERNATIVE CLAIMS 2022

Harbor Commission

December 2022

<u>Date</u>	<u>Payable to Who</u>	<u>Check #</u>	<u>Amount</u>	<u>Description</u>
12/1/2022	Harbor Commission approved		1,196.00	
12/8/2022	Davis Kuelthau	81699	383.50	Legal services - 10/31/2022
" "	von Briesen & Roper, S.C.	81700	812.50	Legal services - 10/31/2022

12/29/2022 Harbor Commission approved 3,709.29

12/29/2022	Quill Corporation	81787	476.09	Office supplies, chair, 4 drawer cabinet
" "	SHI International Corporation	81788	2,323.20	MicroSoft Office - 2023
" "	von Briesen & Roper, S.C.	81789	910.00	Legal services - 11/30/2022

DECEMBER 2022 TOTAL: 4,905.29

0.00

TB5 TA.AA Clerk Public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY JANUARY 10, 2023
5:00 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: Samantha Dobson
Called to Order: 5:00pm

I. Public Comment A*: Samantha Dobson stated she is running as a write-in candidate for Town Board Supervisor. John Carlson stated that he is running as a write-in candidate for Town Board Supervisor.

II. Administrative Reports

- A. Town Administrator's Report: prepared by Michael Kuchta
- B. Public Works Director's Report: Prepared by Ben Schram
- C. MRF Supervisor's Report: Prepared by Martin Curry
- D. Airport Manager's Report & Checklist: Prepared by Paul Wilharm
- E. Planning and Zoning Administrator's Report: Prepared by Ed Schaffer
- F. Accounting Administrator's Report: Prepared by Barb Nelson
- G. Police Chief's Report: prepared by William Defoe
- H. Fire Chief's Report: Prepared by Rick Reichkitzer
- I. Ambulance Director's Report: Prepared by Cindy Dalzell

Reports for December 2022, placed on file by Unanimous Consent.

III. Public Works

- A. Roads, Dock and Harbor
 - 1. Ice Road Plowing and Maintenance 2022-2023 Season Rates from Nelson Construction Co.: Discussion on clarifying what the overtime entails, if there is overtime on equipment. Motion to approve, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.

IV. Committees

- A. Planning and Zoning
 - 1. Resolution #2023-0110 Erickson Land Swap: This allows for a zoning map change for a parcel of land the Town swapped with E. Erickson on Big Bay Road, however, due to the wording of the agenda item, motion to postpone, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.
- B. Community Awards
 - 1. Nominations for Community Appreciation Award and Hall of Fame Award: Motion to approve the nominations for the La Pointe Community Clinic for the Community Appreciation Award and Ruth Anne Teisberg for the Hall of Fame

Award, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried. Presentations will likely be on the fourth of July.

V. Town Hall Administration

A. Grant Updates

1. Energy Committee Application for Wisconsin Energy Innovation Grant: There will need to be a match of funds, \$61,000 in 2024 if the Town gets the grant. Motion to approve the grant application, A. Baxter/ S. Brenna. Discussion on how the microgrid will provide resiliency, not a cost savings. There are still some unknowns as to batteries and battery storage. Vote on motion, 4 Ayes, 1 Nay (J. Carlson), Motion Carried.

VI. Vouchers: Motion to approve vouchers in the amount of \$1,132,108.73, A. Baxter/ S. Brenna, 5 Ayes, Motion Carried.

VII. Minutes

A. Regular Town Board Meeting December 27, 2022

B. Special Town Board Meeting December 29, 2022: Correction/ clarification made to the coverage statement that Ashland County will be responsible for *(The Ashland County Sheriff Department will be responsible for the coverage when the La Pointe PD are not available. This will be approximately 25% of the time. The County will be notified in advance when these times may occur).*

Motion to approve both sets of minutes, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

VIII. Emergency Services

A. Police Department

1. Use of La Pointe Patrol Vehicles by Ashland County Sheriff's Department" Police Chief W. Defoe submitted a letter of concerns and Administrator Kuchta discussed the difficulty with insurance liability. Motion to not allow Ashland County to use the La Pointe squads when they are working on the Island, J. Carlson/ A. Baxter, 5 Ayes, Motion Carried.

IX. Public Comment B:** None

X. Lawsuits & Legal Issues

A. Petition with the Wisconsin Department of Revenue and potential Ashland County Levy Litigation: The first draft of the petition is in the works.

B. Notice of Circumstances of Claim pursuant to WI Statute 893.80(1d)(a) against Ashland County: Claim is signed and will be delivered to the County Clerk Wednesday 1/11/23.

XI. New Agenda Items for Future Meetings: Erickson land swap/ re-zoning.

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

Submitted by Micaela Montagne, Town Clerk.