

Town of Lawrence  
Town Board Meeting  
Town Hall 2400 Shady Court, De Pere WI 54115  
Monday, September 12, 2022  
Regular Meeting at 6:30 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of August 22, 2022, Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Temporary Class "B"/"Class B" Retailer's License – NE WI Rugby Foundation, Inc. on Lawrence Parkway-L-2113 on September 17, 2022
9. Consideration of Resolution 2022-006 Authorizing Memo of Understanding Regarding Felts, LLC Development Agreement for New Development on Parcel L-2187 (2812 American Boulevard)
10. Consideration of Pay Request for 2022 Town Road Improvement Project- MCC, Inc. - \$74,057.25
11. Consideration of Intergovernmental Cooperative Agreement for WI Recycling Consolidation Grant for Calendar Year 2023
12. Consideration of Quotes to Replace Quarry Park Baseball Field Spectator Bleachers and Concrete
13. Consideration of Purchase of Hoist and Trolley Cart for New Donated Public Works Shop Overhead Crane
14. Administrator/Staff Reports
15. Future Agenda Items
16. **Closed Session** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: Negotiations on Sale of Equipment and Parameters on Prospective Development – Lawrence Parkway Corridor / Integrated Public Resources*) and **Closed Session** Pursuant to Ch. 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 (*Employee Benefits and Fire Chief Position*).
17. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
18. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

*Posted at the following on September 9, 2022:*

- Town Hall, 2400 Shady Ct
- Posted to the Town Website
- Notice to News Media

NOTE: Any person wishing to attend this meeting who, because of disability requires special accommodations, should contact Town Clerk-Treasurer Cindy Kocken, at 920-347-3719 at least 2 business days in advance so that arrangements can be made.

**Town of Lawrence**  
**Proceedings of the Regular Town Board Meeting**  
**Town Hall, 2400 Shady Court, De Pere WI**  
**Monday, August 22, 2022**  
**This meeting was held in person.**

**1. Call to Order**

The meeting was called to order by Chairman Tibaldo at 6:35 p.m.

**2. Roll Call**

**Present In-Person**

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brien and Tom Perock

Others in Attendance: Patrick Wetzal, Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining Building Inspector/Zoning Administrator; Kurt Minten, Fire Chief

Excused: Supervisor Kari Vannieuwenhoven

**Present Virtually via Zoom:** Supervisor Tonya Wagner

**3. Pledge of Allegiance**

**4. Approve Agenda**

Supervisor Perock made the motion to approve the agenda as presented. Supervisor Brien seconded the motion. The motion carried unanimously.

**5. Public Comments upon matters not on agenda or other announcements:**

None.

**6. Consider minutes of the August 15, 2022, Town Board Meeting:**

Supervisor Brien made the motion to approve the August 15, 2022 Town Board meeting minutes as presented. Supervisor Perock seconded the motion. The motion carried unanimously.

**7. Consideration of payment of due invoices:**

Supervisor Brien made the motion to approve the payment of due invoices as presented.

Supervisor Perock seconded the motion. The motion carried unanimously.

**8. Review of Recommendations and Reports from Planning & Zoning Board:**

- a. Discussion/Consideration of Street Name Change at French Road at Parcel L-1803 by Mau & Associates:

Discussion regarding the name change, City of De Pere denied the request. Supervisor Brien made the motion to deny the request to change the street name at French Road on parcel L-1803 by Mau & Associates. Supervisor Perock seconded the motion. The motion carried unanimously.

- b. Consideration of sign review at 1632 Mid Valley Drive-Parcel L-229 by Jones Sign:

New pylon sign plan was presented for Plank Road with Planning & Zoning recommending approval.

Supervisor Wagner joined the meeting via Zoom at 6:41pm.

Supervisor Brien made the motion to approve the sign at 1632 Mid Valley Drive-Parcel L-229 by Jones Sign. Supervisor Perock seconded the motion. Motion carried unanimously.

- c. Consideration of site review for building addition at 1632 Mid Valley Dr. Parcel L-229 by EUA:

Scott Vann spoke on behalf of the proposed building addition. The plans presented will include a dining addition, kitchen/cooler addition, and cooler enclosure.

Supervisor Brien made the motion to approve the site review for building addition at 1632 Mid Valley Drive-parcel L-229 by EAU. Supervisor Wagner seconded the motion. The motion carried unanimously.

- d. Consideration of Site Review for New Commercial Construction at 2812 American Blvd. Parcel L-2187 by Bayland Buildings:  
David O'Brien from Bayland Buildings presented the new commercial building plans for Seaway Printing at 2812 American Blvd. Landscaping and lighting are currently still being worked on. There was discussion regarding exterior materials, ordinance requirements, current and future trail location. Developer's Agreement also needs to be signed.  
Supervisor Perock made the motion to approve site review for new commercial construction at 2812 American Blvd.-parcel L-2187 by Bayland Buildings contingent upon the Town receiving a landscape plan, lighting plan, exterior material to be used and a signed developer's agreement. Supervisor Brienens seconded the motion. Supervisor Wagner abstained. The motion carried 3-0.

9. **Administrator/Staff Reports**

Staff reports were given.

10. **Future Agenda Items:**

- a. Liquor license application and letter of intent for Rugby group
- b. Auditor's presentation of financial statements

11. **Closed Session:** Supervisor Brienens made the motion at 7:27pm to move into closed session. Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: parameters on prospective development – Lawrence Parkway Corridor / Integrated Public Resources*) and **Closed Session** Pursuant to Ch. 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 (*Employee Benefits*). Supervisor Perock seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Perock, aye; Supervisor Wagner aye; Chairman Tibaldo, aye. Motion carried unanimously.

12. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**

Supervisor Brienens made the motion to return to regular open session at 8:04pm.

Supervisor Wagner seconded the motion. The motion carried unanimously.

13. **Adjourn:**

Supervisor Perock made the motion at 8:05pm to adjourn the meeting. Supervisor Wagner seconded the motion. The motion carried unanimously.

Respectfully submitted by,  
Cindy Kocken, Clerk-Treasurer

## Report Criteria:

Detail report.  
Invoices with totals above \$.00 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>AIT Business Technologies, LLC</b>								
869	AIT Business Technologies, LLC	38513	IT Services	07/31/2022	202.50	.00		
869	AIT Business Technologies, LLC	39515	Microsoft Office-Anti Virus	09/01/2022	389.50	.00		
869	AIT Business Technologies, LLC	39516	IT Services	09/01/2022	199.99	.00		
869	AIT Business Technologies, LLC	39517	IT Services	09/01/2022	629.99	.00		
869	AIT Business Technologies, LLC	39518	Telephone Service	09/01/2022	150.00	.00		
869	AIT Business Technologies, LLC	39518	Sewer Telephone	09/01/2022	75.00	.00		
869	AIT Business Technologies, LLC	39518	Water Telephone	09/01/2022	75.00	.00		
Total AIT Business Technologies, LLC:					1,721.98	.00		
<b>Alair Homes Green Bay</b>								
1022	Alair Homes Green Bay	21-11-0034	Contractor Deposit Refund-1451	08/23/2022	1,000.00	.00		
Total Alair Homes Green Bay:					1,000.00	.00		
<b>Allstate</b>								
862	Allstate	M01D0797242	Insurance	08/31/2022	295.24	.00		
Total Allstate:					295.24	.00		
<b>Alpha Hydraulics LLC</b>								
19	Alpha Hydraulics LLC	15805	New Hoses	08/25/2022	223.10	.00		
Total Alpha Hydraulics LLC:					223.10	.00		
<b>Associated Appraisal Consultan, Inc</b>								
31	Associated Appraisal Consultan, I	164113	Town Assessor	09/01/2022	1,390.87	.00		
Total Associated Appraisal Consultan, Inc:					1,390.87	.00		
<b>Brown County Port &amp; Resource Recovery</b>								
73	Brown County Port & Resource R	51840	Trash Collection	07/31/2022	4,378.41	.00		
73	Brown County Port & Resource R	51840	Trash Collection - Sharps	07/31/2022	21.52	.00		
73	Brown County Port & Resource R	51840	Recycling Revenue	07/31/2022	1,570.93-	.00		
73	Brown County Port & Resource R	51840	Recycling	07/31/2022	.00	.00		
Total Brown County Port & Resource Recovery:					2,829.00	.00		
<b>Central Brown County Water Authority</b>								
93	Central Brown County Water Auth	3292	August Billing	09/06/2022	40,954.53	.00		
Total Central Brown County Water Authority:					40,954.53	.00		
<b>City of De Pere</b>								
99	City of De Pere	101522	4th Qtr Emergency Services	09/01/2022	20,790.74	.00		
Total City of De Pere:					20,790.74	.00		
<b>Clean Water Testing LLC</b>								
102	Clean Water Testing LLC	9006419160	Water Testing	08/17/2022	48.00	.00		
102	Clean Water Testing LLC	9006439966	Water Testing	08/24/2022	32.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Clean Water Testing LLC:					80.00	.00		
<b>Complete Office</b>								
1010	Complete Office	983269	Fire Supplies	08/22/2022	65.10	.00		
1010	Complete Office	983295	Office Supplies General	08/22/2022	65.10	.00		
Total Complete Office:					130.20	.00		
<b>Core &amp; Main LP</b>								
200	Core & Main LP	R410301	Tool for Drake	08/16/2022	128.50	.00		
200	Core & Main LP	R410301	Tool for Drake	08/16/2022	128.50	.00		
Total Core & Main LP:					257.00	.00		
<b>Country Visions Cooperative</b>								
106	Country Visions Cooperative	190044	Fuel- Public Works	08/25/2022	1,105.92	.00		
106	Country Visions Cooperative	217168	Fuel- Public Works	08/03/2022	1,016.03	.00		
Total Country Visions Cooperative:					2,121.95	.00		
<b>DeCleene, Lindsay</b>								
1086	DeCleene, Lindsay	032422	Mailbox Repair	08/23/2022	50.00	.00		
Total DeCleene, Lindsay:					50.00	.00		
<b>Diversified Benefit Services, Inc</b>								
1014	Diversified Benefit Services, Inc	361652	Town Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Clerk Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Building Insepction Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Snow Plow Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Public Works Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Parks Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Water Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Water Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Sewer Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Sewer Health	09/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	361652	Storm Sewer Health	09/01/2022	9.10	.00		
Total Diversified Benefit Services, Inc:					100.00	.00		
<b>Fisher Concrete Sawing, Inc</b>								
972	Fisher Concrete Sawing, Inc	I2002-08-07	Dumpster - Sannes Farm	08/23/2022	473.40	.00		
Total Fisher Concrete Sawing, Inc:					473.40	.00		
<b>Fox Valley Septic</b>								
164	Fox Valley Septic	083122	Pump Septic @ Fire Station	08/31/2022	155.00	.00		
164	Fox Valley Septic	083122	Pump Septic @ Town Hall	08/31/2022	155.00	.00		
Total Fox Valley Septic:					310.00	.00		
<b>GFL Solid Waste Midwest, LLC</b>								
1015	GFL Solid Waste Midwest, LLC	U60000092105	Garbage	08/19/2022	11,332.17	.00		
1015	GFL Solid Waste Midwest, LLC	U60000092105	Recycling	08/19/2022	6,954.15	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GFL Solid Waste Midwest, LLC:					18,286.32	.00		
<b>Jefferson Fire &amp; Safety, Inc.</b>								
222	Jefferson Fire & Safety, Inc.	IN143479	Fire Dept Maintenance	08/10/2022	783.00	.00		
Total Jefferson Fire & Safety, Inc.:					783.00	.00		
<b>Jim's Johns, Inc.</b>								
233	Jim's Johns, Inc.	16608	Park Portable Restroom	08/31/2022	299.00	.00		
Total Jim's Johns, Inc.:					299.00	.00		
<b>Kundinger, Inc</b>								
883	Kundinger, Inc	50708732	Ditch Mower	08/25/2022	110.33	.00		
Total Kundinger, Inc:					110.33	.00		
<b>McMahon Associates, Inc.</b>								
285	McMahon Associates, Inc.	0927641	Autumn Heights Review - Billable	08/19/2022	14,264.30	.00		
285	McMahon Associates, Inc.	0927642	Lawrence Parkway Flood Study	08/19/2022	1,508.45	.00		
285	McMahon Associates, Inc.	0927644	American Drive Extension - TID #	08/19/2022	4,551.50	.00		
285	McMahon Associates, Inc.	0927736	Pond Services Spring Meadows a	08/26/2022	847.60	.00		
Total McMahon Associates, Inc.:					21,171.85	.00		
<b>Menards Inc</b>								
286	Menards Inc	3117	Building Inspector Supplies	08/22/2022	40.98	.00		
286	Menards Inc	3186	Fertilizer - Town Hall	08/23/2022	44.95	.00		
286	Menards Inc	3238	Fertilizer - Town Hall	08/24/2022	71.92	.00		
286	Menards Inc	3285	Shop Supplies	08/25/2022	56.89	.00		
Total Menards Inc:					214.74	.00		
<b>Midwest Meters Inc.</b>								
295	Midwest Meters Inc.	0146393-IN	New Meters	08/26/2022	1,290.00	.00		
Total Midwest Meters Inc.:					1,290.00	.00		
<b>Northwoods Superior Chemical</b>								
315	Northwoods Superior Chemical	341394	Shop Supplies	08/12/2022	433.51	.00		
Total Northwoods Superior Chemical:					433.51	.00		
<b>Pro One Janitorial Inc</b>								
342	Pro One Janitorial Inc	189001	Monthly cleaning - September	08/20/2022	565.00	.00		
Total Pro One Janitorial Inc:					565.00	.00		
<b>PTM Document Systems</b>								
1050	PTM Document Systems	0083096	Tax Forms	08/26/2022	31.51	.00		
Total PTM Document Systems:					31.51	.00		
<b>Public Service Commission of WI</b>								
939	Public Service Commission of WI	2207-I-03095	Mystic Creek PSC Review	08/22/2022	1,759.78	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Public Service Commission of WI:					1,759.78	.00		
<b>Rhyme Business Products</b>								
10	Rhyme Business Products	32307308	Copier Lease Payment -GF	08/26/2022	159.46	.00		
10	Rhyme Business Products	32307308	Copier Lease Payment-WF	08/26/2022	79.73	.00		
10	Rhyme Business Products	32307308	Copier Lease Payment-SF	08/26/2022	79.73	.00		
Total Rhyme Business Products:					318.92	.00		
<b>Rural Mutual Insurance</b>								
373	Rural Mutual Insurance	541150963-100	Work Comp-Administrator	09/01/2022	548.48	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Clerk/Admin	09/01/2022	117.53	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Building Inspection	09/01/2022	666.01	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Public Works	09/01/2022	1,175.33	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Water Fund	09/01/2022	587.66	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Sewer Fund	09/01/2022	548.49	.00		
373	Rural Mutual Insurance	541150963-100	Work Comp-Town Board	09/01/2022	274.25	.00		
373	Rural Mutual Insurance	541150963-100	General Liability-GF	09/01/2022	4,246.44	.00		
373	Rural Mutual Insurance	541150963-100	General Liability-WF	09/01/2022	1,592.42	.00		
373	Rural Mutual Insurance	541150963-100	General Liability-SF	09/01/2022	1,503.95	.00		
373	Rural Mutual Insurance	541150963-100	General Liability-SWF	09/01/2022	1,503.95	.00		
Total Rural Mutual Insurance:					12,764.51	.00		
<b>Securian Financial Group, Inc</b>								
944	Securian Financial Group, Inc	002832L-1022	Life Insurance	09/01/2022	266.45	.00		
Total Securian Financial Group, Inc:					266.45	.00		
<b>Southside Tire Co.</b>								
388	Southside Tire Co.	3111726	Utility Truck #6	08/24/2022	58.23	.00		
388	Southside Tire Co.	3111726	Utility Truck #6	08/24/2022	58.22	.00		
Total Southside Tire Co.:					116.45	.00		
<b>Tibaldo, Lanny J.</b>								
262	Tibaldo, Lanny J.	082322	Mileage Reimbursement	08/23/2022	176.32	.00		
Total Tibaldo, Lanny J.:					176.32	.00		
<b>Weyers Equipment Inc</b>								
460	Weyers Equipment Inc	01-184085	Ditch Mower Repair	08/19/2022	103.34	.00		
460	Weyers Equipment Inc	01-184300	Ditch Mower Repair	08/24/2022	138.00	.00		
Total Weyers Equipment Inc:					241.34	.00		
<b>Wil-Kil Pest Control</b>								
801	Wil-Kil Pest Control	44768717	Services 2400 Shady Ct	08/12/2022	63.30	.00		
Total Wil-Kil Pest Control:					63.30	.00		
<b>Wisconsin DNR - Environmental Fees</b>								
830	Wisconsin DNR - Environmental F	405209090-20	Environmantal Fees	07/29/2022	500.00	.00		
Total Wisconsin DNR - Environmental Fees:					500.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WP Beverages, LLC</b>								
328	WP Beverages, LLC	92147845	Soda	08/04/2022	212.88	.00		
Total WP Beverages, LLC:					212.88	.00		
Grand Totals:					132,333.22	.00		

Dated: \_\_\_\_\_

Town Chairman: \_\_\_\_\_

Town Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.



## Agenda Item Review

Meeting Date: September 12, 2022  
Agenda Item#: 08

### TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Cindy Kocken, Clerk-Treasurer  
**AGENDA ITEM:** Application for Temporary (Picnic) Class "B"/"Class B" Liquor License-Rugby

#### FISCAL IMPACT:

1. Is there A Fiscal Impact? No
2. Is it Currently Budgeted? No

#### Item History

NE WI Rugby Foundation, Inc has submitted an application for Temporary Class "B"/"Class B" Retailer's License which would allow them to sell fermented malt beverages and wine at the event on Saturday, September 17, 2022. This license would be valid for one day only.

#### Information from the organization's website:

"The Northeast Wisconsin Rugby Foundation is a 501c(3)non-profit created to facilitate the growth of youth rugby in NE Wisconsin. Our goal is to develop teamwork, sportsmanship and leadership in youth through rugby.

You do not have to be a former player. If you love rugby and want to give kids an opportunity to play, get involved! Parents, friends of rugby, anyone can get involved.

Our main goals:

- 1) Support the growth of youth rugby through our local teams
- 2) Develop coaches and referees
- 3) Develop a rugby complex as a permanent home for rugby in NE Wisconsin

Rugby is a dynamic contact sport played in over 100 countries worldwide. Its popularity transcends gender, racial, religious and class differences and provides unique opportunities for players to forge friendships."

#### Recommended Action By Town Board

Staff recommends approval of the proposed application for Temporary Class "B"/"Class B" Retailer's License for September 17, 2022 (One day only)

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10 pd 8/22/22 Application Date: 9/22/22  
☒ Town ☐ Village ☐ City of Lawrence County of Brown

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5 pm and ending 11 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society  
☐ Veteran's Organization ☐ Fair Association or Agricultural Society  
☒ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name NE WE Rugby Foundation, Inc.  
(b) Address PO Box 22242 Green Bay WI 54305  
(Street) ☒ Town ☐ Village ☐ City

(c) Date organized 9/2/2011

(d) If corporation, give date of incorporation 9/2/2011

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President

Vice President Kevin Osedjan 3217 W Twin Pines Ct Green Bay WI 54311

Secretary Matt Goetsch 6396 City Rd R Damariscus WI 54808

Treasurer Steve Holden 3787 Grove Rd Green Bay WI 54311

(g) Name and address of manager or person in charge of affair: Ed Borowitz 830 15th Ave Green Bay WI 54304

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

- (a) Street number \_\_\_\_\_  
(b) Lot L-2113 Block \_\_\_\_\_  
(c) Do premises occupy all or part of building? \_\_\_\_\_  
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Tents behind Town Hall - set up by Retired Ashmun Fire

## 3. Name of Event

- (a) List name of the event 50th Anniversary of Green Bay Rugby  
(b) Dates of event 9/17/22

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer [Signature] 9/22/22  
(Signature / Date)  
920 883-0325

NE WE Rugby Foundation  
(Name of Organization)

Date Filed with Clerk 8/22/2022

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



## Agenda Item Review

Meeting Date: 9/12/2022

Agenda Item#: 09

### TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzel, Town Administrator  
**AGENDA ITEM:** **Resolution 2022-006 – Authorizing MOU for Felts LLC Development Agreement**

#### FISCAL IMPACT:

1. Is there A Fiscal Impact? No
2. Is it Currently Budgeted? N/A

#### **Item History:**

The Town has reached agreement with Felts LLC for development agreement for the development of Parcel L-2187 (2812 American Boulevard) for Seaway Printing to move their operations in the future to a new facility in the Town of Lawrence.

Within the Town's development agreements, we've insisted on strict language that restricts assignment of the development agreement in the future (in the event of any sales of the property or business). The Town anticipates future property tax revenue from development, and reserves the ability to review/restrict the assignment of a development agreement to a future owner or user who may be exempt from property taxes. We have not run into issues with this language being in our development agreements in the past.

As the Felts LLC project is nearing their approvals, we've become aware that the Small Business Administration (SBA) may be concerned about our inclusion of the assignment restrictions, specifically as it relates to the SBA's ability to take action or foreclose on any loans they make that become in default, as they are a tax exempt federal agency.

Consultants working on behalf of the financing due diligence for the Felts LLC project have proposed a memo of understanding that outlines that the Town's restrictions on assignments to tax exempt entities would still stand, however SBA has become comfortable with the proposed language that essentially helps to carve out remedy for them to be able to take action if any future loans between the developer and SBA enter default.

We expect that we may have to work with this type of language in any future development agreements that involve projects seeking SBA lending.

#### **Recommended Action:**

Recommend approval of Resolution 2022-006 regarding Felts LLC Memo of Understanding

## **RESOLUTION #2022-006**

### **AUTHORIZING MEMORANDUM OF UNDERSTANDING REGARDING FELTS LLC DEVELOPMENT AGREEMENT IN TOWN OF LAWRENCE – L-2187**

#### **TAX INCREMENTAL FINANCING DISTRICT #1**

#### **Town of Lawrence, Brown County, Wisconsin**

**Whereas**, the Town of Lawrence (the Town) has negotiated a Development Agreement (Agreement) whereby the Town would sell 13.03 acres on American Boulevard (the Property) to Felts LLC (Developer) for the construction of a new printing facility (the Project); and

**Whereas**, upon completion of construction, Felts LLC intends to lease the developed property to Seaway Printing Company, Inc.; and

**Whereas**, to finance the Project, Developer has applied for a 504 loan from the US Small Business Administration (SBA); and

**Whereas**, the SBA requires a mortgage on the Property to secure the financing; and

**Whereas**, the mortgage provides for foreclosure on the mortgage in the event of default; and

**Whereas**, the Agreement does not permit the Property to be conveyed to a non-profit or tax exempt organization, and SBA is a non-profit agency; and

**Whereas**, the SBA wishes to maintain its right to foreclose, understanding that it cannot in turn convey the Property to a non-profit entity; and

**Whereas**, in addition the SBA would like to grant the Town the option to accept an assignment of the loan documents to the Town upon foreclosure; and

**Whereas**, the SBA has reduced to writing the above terms entitled the Memorandum of Understanding Regarding the Development Agreement of the Town of Lawrence Tax Incremental Financing District #1, a copy of which is appended hereto and incorporated herein (Memo) and has requested the Town and Developer enter into the agreement as a condition of financing; and

**Whereas**, the Town wishes to facilitate the financing of the Project.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Lawrence, that it is in the best interests of the Town to enter into the Memo.

**FURTHER RESOLVED**, that the Town Chairman and Town Administrator, to wit: Lanny Tibaldo and Patrick Wetzel, respectively, are jointly authorized and directed to forthwith execute and deliver the Memo to the SBA or its representative.

Approved and adopted by the members of the Town Board of the Town of Lawrence, Brown County,  
State of Wisconsin this \_\_\_\_ day of \_\_\_\_\_, 2022.

Aye \_\_\_\_\_

Nay \_\_\_\_\_

---

Lanny Tibaldo, Town Chairman

**MEMORANDUM OF UNDERSTANDING REGARDING DEVELOPMENT  
AGREEMENT TOWN OF LAWRENCE TAX INCREMENTAL FINANCING  
DISTRICT #1**

The undersigned Town of Lawrence, a Wisconsin township (the "Township"); Felts LLC, a Wisconsin limited liability company, (the "Developer"); \_\_\_\_\_ (the "Lender"); and WBD, Inc., a non-stock Wisconsin corporation delegated to service 504 loans on behalf of the U.S. Small Business Administration ("WBD") are parties to this Memorandum of Understanding ("Memorandum").

WBD is the mortgagee under the mortgage of the real estate subject to this Memorandum, by virtue of that certain real estate mortgage from \_\_\_\_\_ to WBD, dated \_\_\_\_\_, recorded on \_\_\_\_\_, as Document No. \_\_\_\_\_ in the office of the Brown County Register of Deeds, which was thereafter assigned to the U.S. Small Business Administration by assignment recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ (the "Mortgage").

The Township and Developer are parties to the Development Agreement Town of Lawrence Tax Increment Financing District #1 dated \_\_\_\_\_ (the "Agreement"), as evidenced by the \_\_\_\_\_ dated \_\_\_\_\_, and recorded on \_\_\_\_\_, as \_\_\_\_\_ in the office of the Brown County Register of Deeds.

Section VII E of the Agreement entitled Tax Exempt Organizations shall not prohibit the WBD or U.S. Small Business Administration to exercise its rights under the Mortgage (including but not limited to foreclosure or deed in lieu of foreclosure) upon default of Developer but shall act to prohibit the conveyance or assignment of the Agreement to any other non-profit entity as proscribed by said Section VII E

SBA, WBD, Lender, Developer and the Township further agree that in the event of any breach or default by the Developer relative to the Mortgage the following shall apply:

- a. WBD, as servicer of the SBA loan, and/or Lender (as applicable) shall notify the Township in writing of the breach or default within ten days after it provides notice to Developer of the breach or default. In addition, Developer shall provide a copy of any notice of breach or default received from WBD or Lender to Township within ten days of its receipt thereof. The notices shall be sent via certified United States Mail to the following:

Administrator Town of Lawrence  
2400 Shady Court  
DePere, WI 54115

With a copy to:

Davis and Kuelthau, s. c.  
Attn: James M. Kalny  
318 S Washington Street, Ste. 300  
Green Bay, WI 54301

- b. The notice submitted by WBD and/or Lender (as applicable) to Township shall simultaneously constitute an offer from SBA and/or Lender (as applicable) to assign to the Township, the Loan Documents relating to the loan(s) from SBA and Lender to Developer which are secured by mortgage(s) on the real property secured by the Mortgage (the "Assignment") in exchange for payment of the outstanding debt obligations of Developer.
- c. The Township may, but is not obligated to, accept the Assignment.
- d. The Township shall have 45 days from receipt of the notice of default or breach, which shall constitute an offer of Assignment from SBA and/or Lender to Township, to determine if it wishes to accept the Assignment. If the Township wishes to accept Assignment, it shall provide written notice of that fact to SBA, WBD, and Lender via certified United States Mail to:

U.S. Small Business Administration  
Milwaukee Office – Wisconsin District  
310 West Wisconsin Avenue – Suite 580  
Milwaukee, WI 53203

AND

WBD, Inc.  
4618 S. Biltmore Lane  
Madison, WI 53718

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e. In the event the Township accepts the Assignment, it shall have 45 days from the date SBA and/or Lender provide the Township with a written payoff statement to pay all of the outstanding debt obligations of Developer (or any successor or assigned obligor) owed to SBA and/or Lender (as applicable). At the time of payment by the Township, SBA and/or Lender (as applicable), and Developer shall execute any other documents reasonably requested by the Township necessary for the Township to assume all rights of SBA and/or Lender (as applicable) to all Loan Documents including any mortgage on the real property secured by the Mortgage.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Town of Lawrence**, a Wisconsin township

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**WBD, Inc.**, a Wisconsin corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**Felts, LLC**, a Wisconsin limited liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**(Lender)**, a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**U.S. Small Business Administration**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
GDO Law  
4770 White Bear Parkway  
White Bear Lake, MN 55110  
(651) 426-3249

DRAFT



## Agenda Item Review

Meeting Date: 9/12/2022

Agenda Item#: 10

### TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Kurt Minten, Superintendent  
**AGENDA ITEM:** **Consideration of MCC Pay Request – 2022 Road Improvement/Paving - \$74,057.25**

#### **FISCAL IMPACT:**

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes

#### **Item History:**

Most recent MCC Pay Request for work completed on the Town's 2022 Road Improvement/Paving contract is attached.

This pay request is specifically for soil/seeding the shoulders on the rural roads that were repaved this year and line striping on French Road and Mid Valley Drive.

#### **Recommended Action:**

Recommend approval of MCC Pay Request for 2022 Road Improvement/Paving work in the amount of \$74,057.25

## APPLICATION FOR PAYMENT

**Owner:** Town of Lawrence  
2400 Shady Court  
De Pere, WI 54115

**Project:** 2022 Town Road Improvement Project

**Contractor:** MCC, Inc.

**Date:** 8/15/22

Application is made for Payment in Connection with the above Contract:

The following documents are attached:

- ☐ Schedule of Values
- ☐ Schedule of Unit Prices
- ☐ Inventory of Stored Materials

The present status of the account for this contract is as follows:

Original Contract	<u>\$495,170.00</u>	Completed to date	<u>\$574,760.80</u>
Net Change Orders	<u>23,487.00</u>	Retainage 10%	<u>\$57,476.11</u>
Current Contract Amount	<u>518,657.00</u>	Amount Due	<u>\$74,057.25</u>
		Total Payment	<u>\$74,057.25</u>

MCC, Inc.

Contractor

Joyce Murphy Stearns

Name and Title Joyce Murphy Stearns  
Vice president

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 24874

To Owner: TOWN OF LAWRENCE  
2400 SHADY COURT  
  
DEPERE, WI 54115

From Contractor: MCC, Inc.  
PO Box 1137  
Appleton, WI 54912-1137

Contract For:

Project: 3043LB. Town Of Lawrence 2022 Road  
Resurfacing

Via Architect:

Application No. : 3

Period To:

Project Nos:

Contract Date:

Distribution to :  
☐ Owner  
☐ Architect  
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum .....	\$495,170.00
2. Net Change By Change Order .....	\$23,487.00
3. Contract Sum To Date .....	\$518,657.00
4. Total Completed and Stored To Date .....	\$574,760.80
5. Retention:	
a. 10.00% of Completed Work	\$57,476.11
b. 0.00% of Stored Material	\$0.00
Total Retention .....	\$57,476.11
6. Total Earned Less Retention .....	\$517,284.69
7. Less Previous Certificates For Payments .....	\$443,227.44
8. Current Payment Due .....	\$74,057.25
9. Balance To Finish, Plus Retention .....	\$1,372.31

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$23,487.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$23,487.00	\$0.00
Net Changes By Change Order	\$23,487.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MCC, Inc.

By: Julie Murphy Stearns Date: 8/15/22

State of: Wisconsin 15 County of: Doutagamie  
Subscribed and sworn to before me this  
Notary Public: Alicia M. Marx  
My Commission expires: 01/09/2023  
day of August

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 74,057.25

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

Page 3 of 4

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retention for line items may apply.

Application No. : 3  
Application Date : 07/29/22  
To:  
Architect's Project No.:

Invoice # : 24874 Contract : 3043LB. Town Of Lawrence 2022 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
32	Mobilization	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	
33	Pulverize Existing	2,970.00	2,876.50	0.00	0.00	2,876.50	96.85%	93.50	
34	2 3LT 58-28S Lower Layer	43,400.00	41,459.60	0.00	0.00	41,459.60	95.53%	1,940.40	
35	1.5 5LT 58-28S Upper Layer	31,395.00	30,453.83	0.00	0.00	30,453.83	97.00%	941.17	
36	Tack	840.00	810.00	0.00	0.00	810.00	96.43%	30.00	
37	2 5LT 58-28S Driveways - Includes Asphalt Sawcutting - Remov	3,510.00	4,122.30	0.00	0.00	4,122.30	117.44%	-612.30	
38	4 Topsoil - Seed & Mulch Shoulders	9,480.00	0.00	11,850.00	0.00	11,850.00	125.00%	-2,370.00	
39	Traffic Control	250.00	250.00	0.00	0.00	250.00	100.00%	0.00	
40	Mobilization	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	
41	Remove asphalt ramps and utilities and butt joints as needed	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00%	0.00	
42	Tack	2,250.00	2,220.00	0.00	0.00	2,220.00	98.67%	30.00	
43	2 4LT 58-28S Upper Layer	123,975.00	116,651.99	0.00	0.00	116,651.99	94.09%	7,323.01	
44	Traffic Control	350.00	350.00	0.00	0.00	350.00	100.00%	0.00	
45	Mobilization	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00%	0.00	
46	Remove asphalt ramps and utilities and butt joints as needed	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00%	0.00	
47	Tack	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00%	0.00	
48	1.5 5LT 58-28S Upper Layer	54,400.00	82,770.96	0.00	0.00	82,770.96	152.15%	-28,370.96	
49	Traffic Control	300.00	300.00	0.00	0.00	300.00	100.00%	0.00	
50	Mobilization	700.00	700.00	0.00	0.00	700.00	100.00%	0.00	
51	Remove asphalt ramps and utilities and butt joints as needed	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00%	0.00	
52	1.75 5LT 58-28S Upper Layer	17,500.00	18,020.80	0.00	0.00	18,020.80	102.98%	-520.80	
53	Tack	375.00	375.00	0.00	0.00	375.00	100.00%	0.00	
54	2 Topsoil - Seed & Mulch Shoulders	4,740.00	0.00	4,819.00	0.00	4,819.00	101.67%	-79.00	
55	Mobilization	700.00	700.00	0.00	0.00	700.00	100.00%	0.00	
56	Traffic Control	200.00	200.00	0.00	0.00	200.00	100.00%	0.00	
57	Striping - French Road	9,450.00	0.00	25,456.48	0.00	25,456.48	269.38%	-16,006.48	
58	Striping - Mid Valley	9,100.00	0.00	23,886.36	0.00	23,886.36	262.49%	-14,786.36	
59	Remove And Replace C & G Including Adjusting Inlets	13,500.00	10,800.00	0.00	0.00	10,800.00	80.00%	2,700.00	
60	Remove Asphalt Ramps At Utilities And Butt Joints As Needed	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00%	0.00	
61	Tack	219.00	222.00	0.00	0.00	222.00	101.37%	-3.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retention for line items may apply.

Application No. : 3  
Application Date : 07/29/22  
To:  
Architect's Project No.:

Invoice # : 24874 Contract : 3043LB. Town Of Lawrence 2022 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D	E	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retention
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
62	1.5 5 LT 58-28 S Upper Layer Paving	8,568.00	9,180.00	0.00	0.00	9,180.00	107.14%	-612.00	
Grand Totals		518,657.00	492,474.96	82,285.84	0.00	574,760.80	110.82%	-56,103.80	57,476.11

## Patrick Wetzel

---

**Subject:** FW: 2023 Recycling Consolidation Grant  
**Attachments:** Cooperative Agreement Consolidation Grant\_23 Waste Recycling Guide.pdf

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**From:** Walter, Mark A. <[Mark.Walter@browncountywi.gov](mailto:Mark.Walter@browncountywi.gov)>  
**Sent:** Tuesday, August 30, 2022 4:34 PM  
**To:** Lanny Tibaldo <[lannyt@lawrencewi.gov](mailto:lannyt@lawrencewi.gov)>; Cindy Kocken <[cindyk@lawrencewi.gov](mailto:cindyk@lawrencewi.gov)>;  
**Subject:** 2023 Recycling Consolidation Grant

The Wisconsin Department of Natural Resources has informed us that their requirements for establishing eligibility for the Wisconsin Recycling Consolidation Grant will require a different type of agreement for 2023. Since Brown County is not a Responsible Unit, the agreement must be between the RUs in the County which the County can facilitate.

In order to qualify for the 2023 Grant "by October 1 in the year preceding the year for which the grant is made, the Responsible Unit must enter into a cooperative agreement with another Responsible Unit for the joint provision of at least one of the elements of an effective recycling program."

I have attached a resolution that will need to be passed by each municipality to establish eligibility and satisfy these program requirements. It is a model that has been used in other counties in the state and has been approved by WDNR.

Please review and have it signed and returned to me at Brown County prior to **October 1, 2022**.

*Mark A. Walter*

Business Development Manager  
*Chair, Wisconsin Council on Recycling*  
Brown County Port & Resource Recovery  
2561 S. Broadway  
Green Bay, WI 54304  
cell: (920) 621-2288  
ph: (920) 492-4965  
fax: (920) 492-4957  
[www.BrownCountyRecycling.org](http://www.BrownCountyRecycling.org)



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**Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2023**

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, and the Oneida Nation, each of which is a municipal corporation, and each of which is a Responsible Unit as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2023 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote a new smartphone recycling app developed by Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and allows municipalities to contract with each other for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will make available to its residents the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
MUNICIPALITY

\_\_\_\_\_  
DATE



## Agenda Item Review

Meeting Date: 9/12/2022

Agenda Item#: 12

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzol, Town Administrator  
**AGENDA ITEM:** **Consideration of New Baseball Spectator Bleachers Purchase for Quarry Park**

### **FISCAL IMPACT:**

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, Park Capital Funds

### **Item History:**

The baseball spectator bleachers that are at Quarry Park have been in the Town for over 30 years. They were used when we originally got them and had installed them at Quarry Park when the park opened.

The current bleachers are steel, have had foot rest boards replaced over time, and will be nearing time to re-paint. As they are used nearly every night in the summer and early Fall, it is time to consider replacing this seating at the park.

Staff has reviewed numerous styles and quotes for new bleacher seating. We're recommending to order two new 21 foot long bleachers with 3 rows of seating at an estimated cost of \$2,000 each.

### **Recommended Action:**

Recommend approval to purchase two new 21' baseball bleachers for Quarry Park at estimated cost of \$4,000 using Park Capital Funds.

## Patrick Wetzel

---

**From:** Kurt Minten  
**Sent:** Monday, August 29, 2022 10:05 AM  
**To:** Patrick Wetzel; Drake Bies; Colin Wagner  
**Subject:** bleachers  
**Attachments:** 21 foot 3 row standard.png; 21 foot 3 row deluxe.png; 21 foot 5 row double.png; 21 foot 5 row.png

Pat

Drake and I went out to measure for new bleachers at Quarry Park. After looking at the existing concrete we decided we should stay within that foot print otherwise it may get too crowded in the area around the bleachers.

The existing bleachers are 3 row 16 feet long. If we would expanded it to 21 feet long we will fit into the current concrete space. I looked into both 3 row and 5 row set ups. Also single and double foot plank. I attached the cost estimates for all four. We would need two of whichever one we pick out.

I also met with Wiedner concrete on Friday. He is working up a price for concreting the area by the diamonds and also replacing concrete by the pavilion.

Let me know your thoughts

*Kurt Minten*  
Superintendent  
Town of Lawrence Public Works  
920-660-6695  
Kurtm@Lawrencewi.gov

**ATTENTION!! Please update your contact information with my new email address: [Kurtm@lawrencewi.gov](mailto:Kurtm@lawrencewi.gov)**

## Stadium bleacher seating for sale at builtriteBLEACHERS.com

Our bleachers have been effectively used as a **stadium seating** solution for years. Take a look through our vast collection of bleachers then get an instant online quote , today!

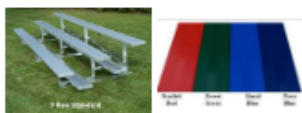
[Home](#) >> [Store](#) >> [Bleachers](#) >> [Standard Bleachers 3,5,8,10-row models](#) >> [Standard Height \(aluminum frames\)](#) >> [BRB-0321AS](#)

### Standard Height Bleachers -3 Row -21ftL -Single Footplank Aluminum Understructure

[BRB-0321AS]



3 Row Standard



#### Description

FEATURES: 3 row x 21' non-elevated bleacher, Net seating capacity 42 ,Aluminum angle understructure for 6" rise, 2 X 10 anodized aluminum seat plank,Single 2 x 10 mill finish aluminum foot plank

**\*\* Optional Powder Coated Colored Seat Planks. Available Colors: Scarlet Red RAL#3002, Royal Blue RAL#5005, Navy Blue RAL#5003, Forest Green RAL#6005**

Specifications

Drawing

Unit Quantity	Discount / Unit	Price / Unit
1 - 4	-	\$2,000.00
5 - 6	3.00%	\$1,940.00
7+	5.00%	\$1,900.00

Quantity  x \$2,000.00 = **\$2,000.00**

Add to Cart

Add to Quote

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Frequently Bought Together



## Agenda Item Review

Meeting Date: 9/12/2022

Agenda Item#: 13

### TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Kurt Minten, Superintendent  
**AGENDA ITEM:** **Hoist and Trolley Cart for Recently Donated Overhead Crane – Public Works Shop**

#### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes

**Item History:** Recently we received a one-ton overhead crane from Robinson Metal. They installed it at our Little Rapids DPW shop. This was all at no cost to the town. Just to buy the crane would have been over \$10,000.00.

We now need to purchase a hoist and trolley cart to use the crane. The cost for both is \$1,990.00.

The hoist will be used for such things as removal and replacement of plow wings on the large trucks. Lifting of heavy things such as the lawn mowers, salt spreaders, trailers, UTV, among many other things for maintenance. This will also make these operations much safer for the employees and much more efficient.

**Recommended Action:** I would recommend the purchases of the one-ton hoist and trolley cart from Northern tool for the cost of \$1,990.00.

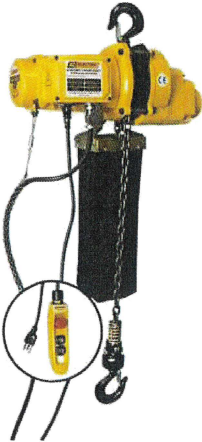


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## OZ Lifting Products Electric Chain Hoist — 1-Ton Capacity, 10ft. Lift, Model# OZ2000EC

Item# 105632

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**Only \$1769.99**



### Ship It

Factory Shipped —

Estimated Delivery: 5 - 7 Business Days

- H3 Duty Class electric chain hoist meets demanding lifting applications
- Ultra-lightweight and compact design for use in various working environments
- Operates on standard domestic power supply
- Overload protection
- High performance friction clutch integrated with the load brake

### Product Summary

The OZ Lifting Products Electric Chain Hoist is an ultra-lightweight, advanced electric chain hoist. It features an H3 Duty Class rating which provides 18 minutes of continuous use for operation in a various applications. This compact and powerful hoist is easy to install and operate. It features overload protection and a dual braking system for added safety. It includes a carrying case for easy transport and the ability to connect to a standard 115/1/60 VAC outlet. This unit combines convenience with top-of-the-line design. Chain bag and pendant included.

### What's Included

(1) Electric chain hoist and chain bag

### Features + Benefits

- H3 Duty Class electric chain hoist meets demanding lifting applications
- Ultra-lightweight and compact design for use in various working environments
- Operates on standard domestic power supply
- Overload protection
- High performance friction clutch integrated with the load brake
- Designed to prevent overloading the hoist
- Forged carbon steel load hook with a heavy duty latch
- Bottom hook with thrust bearing to allow 360° rotation to prevent twisting of load chain
- Rigid top hook
- Load sheave for better distribution of load and smooth lifting with reduced vibration and wear
- Precision machined gears that are heat treated for strength and durability
- Oil bath lubrication on all bearing rotating points for a quiet, smooth, cool operation
- Dual braking system combines mechanical plus regenerative braking for instant and safe operation
- Chain Grade 80 alloy steel designed and manufactured in Japan for long and dependable service lift
- H3 Duty Class with 30% duty cycle for operation in various applications
- 115/1/60VAC standard power for easy use anywhere
- IP64 ergonomic pendant design for operator comfort
- Lift and lower load easily with integrated emergency stop
- Compact and lightweight cast aluminum alloy body for many work station applications
- Durable vinyl bag included

### Key Specs

Item#	105632
Brand	Oz Lifting Products
Manufacturer's Warranty	1 year Limited Warranty
Ship Weight	66.0 lbs
Capacity	2,000 lb
Lift Height	10 ft
Lift Speed	13 FPM
Duty Cycle	18 min.
Volts	115
Brake Type	Mechanical and regenerative

Control Type	Pendant
Chain Bag Included	Yes
Watts	1,800
Lift Chain Diameter	7.1mm
Thermal Overload Protection	Friction clutch
Hoist Classification	H3
Product Weight	59 lb
Dimensions L x W x H (in.)	20.08 x 8.27 x 20.08