

Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, March 13, 2023
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 February 27, 2023, Town Board Meeting
7. Consideration of payment of due invoices
8. Oath/Swearing in of new Hobart-Lawrence Police Captain Brent Olson
9. **Public Hearing:** Conditional Use Permit for Non-Metallic Mining at 1950 Scheuring Road on Parcels L-260, L-262-1, and L-163 for Northeast Asphalt, Inc.
10. Consideration of Conditional Use Permit for Non-Metallic Mining at 1950 Scheuring Road on Parcels L-260, L-262-1, and L-163 for Northeast Asphalt, Inc.
11. Consideration of Award for 2023 Road Improvement/Paving Project Bids
12. Consideration of Implementation of LexisNexis BuyCrash Program for Hobart-Lawrence Police Department
13. Consideration to Expand the Hobart-Lawrence Police Dept K-9 Program – Facility/Therapy Canine
14. Discussion and Consideration of Town Infrastructure/Utility Projects for Upcoming Year
15. Discussion on Upcoming Consideration of Proposed Private Watermain Ordinance
16. Discussion on Upcoming Consideration of Implementing Town Room Tax/Short Term Rental Ordinance(s)
17. Administrator/Staff Reports
18. Future Agenda Items
19. **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: TID #1 & #2 Development*)
20. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
21. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on March 10, 2023:

- *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
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, February 27, 2023
Regular Meeting at 6:30 P.M.

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:30 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo
Supervisors: Kari Vannieuwenhoven, Tonya Wagner
Others in Attendance: Patrick Wetzel, Administrator; Melissa Hongisto, Deputy Clerk; Scott Beining Building Inspector/Zoning Administrator; Kurt Minten, Fire Chief; Luke Pasterski, Assistant Fire Chief; Mike Renkas, Police Chief

Present Virtually: Supervisor Tom Perock

Excused: Kevin Brien

3. Pledge of Allegiance

4. Approve Agenda

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

5. Public comments upon matters not on agenda or other announcements

None.

6. Consider minutes of February 13, 2023, Town Board Meeting

Supervisor Vannieuwenhoven made the motion to approve the February 13, 2023, Town Board meeting minutes as presented. Supervisor Wagner seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices

Supervisor Wagner made the motion to approve the payment of due invoices with addition. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

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

a. Consider Preliminary Plat Review for Lawrence Parkway First Addition by Town of Lawrence:

Supervisor Wagner made the motion to approve the Preliminary Plat Review for Lawrence Parkway First Addition by Town of Lawrence. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

b. Consideration of Site Plan for Commercial Development at 2979 Williams Grant Drive, Parcel L-40-2 by Daniel Doyen:

Supervisor Perock made the motion to approve the Site Plan for Commercial Development at 2979 Williams Grant Drive, Parcel L-40-2 by Daniel Doyen with the stipulation that items are removed from proper. Chairman Tibaldo seconded the motion. The motion carried with one abstention.

c. Consideration of Site Plan for Commercial Development at 1358 Mid Valley Drive, Parcel L-221 by Blue Reef Holdings:

Supervisor Wagner made the motion to approve the Site Plan for Commercial Development at 1358 Mid Valley Drive, Parcel L-221 by Blue Reef Holdings. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

9. Police Department Presentation of Axon and Taser Equipment – Chief Renkas

Presentation was given.

- 10. Consideration to Establish Initial Issue Program for Fire Dept Logo Clothing Program**
Supervisor Vannieuwenhoven made a motion to Establish Initial Issue Program for Fire Dept Logo Clothing Program. Supervisor Wagner seconded the motion. The motion unanimously.
- 11. Consideration of Proposal for Professional Herbicide/Fertilizer Program for Town Parks**
Supervisor Wagner made a motion to approve the Proposal for Professional Herbicide/Fertilizer Program for Town Parks. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- 12. Consideration of CliftonLarsonAllen Proposal for Water/Sewer Rate Case and Studies**
Supervisor Wagner made a motion to approve the CliftonLarsonAllen Proposal for Water/Sewer Rate Case and Studies. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- 13. Consideration of 2023 Farm Leases on Town Owned Land – Lance Mertens and Nicholas Van Gheem**
Supervisor Perock made a motion to approve the 2023 Farm Leases on Town Owned Land with Nicholas Van Gheem. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
Supervisor Perock made a motion to approve the 2023 Farm Leases on Town Owned Land with Lance Mertens. Supervisor Wagner seconded the motion. The motion carried unanimously.
- 14. Consideration of Land License Agreement for Parcel L-2195 American Blvd – Core & Main**
Supervisor Perock made a motion to approve the Land License Agreement for Parcel L-2195 American Blvd – Core & Main. Supervisor Wagner seconded the motion. The motion carried unanimously.
- 15. Discussion on Upcoming Consideration of Implementing Short Term Rental Room Tax Ordinance(s)**
Will bring forward in March.
- 16. Administrator/Staff Reports**
Staff reports were given.
- 17. Future Agenda Items**
None
- 18. Closed Session:** Supervisor Wagner made the motion at 8:55pm 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: Land Sales/ Lease and TID #1 & #2 Development*) and Closed Session Pursuant to Ch. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which is it or is likely to become involved (*Current or Pending Law Enforcement Claims*). Chairman Tibaldo seconded the motion. Roll call vote: Supervisor Perock, aye; Supervisor Vannieuwenhoven, aye; Supervisor Wagner, aye; Chairman Tibaldo, aye. Motion carried unanimously.
- 19. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats**
Supervisor Wagner made a motion to return to regular open session at 9:13pm. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Perock, aye; Supervisor Vannieuwenhoven, aye; Supervisor Wagner, aye; Chairman Tibaldo, aye. The motion carried unanimously.
- 20. Adjourn**
Supervisor Perock made the motion at 9:13pm to adjourn the meeting. Supervisor Wagner seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Melissa Hongisto, Deputy Clerk

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
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	42869	Microsoft Office-Anti Virus	03/01/2023	431.00	.00		
869	AIT Business Technologies, LLC	42870	Server Backup	03/01/2023	199.99	.00		
869	AIT Business Technologies, LLC	42871	IT Services	03/01/2023	629.99	.00		
869	AIT Business Technologies, LLC	42872	Telephone Service	03/01/2023	150.00	.00		
869	AIT Business Technologies, LLC	42872	Water Telephone	03/01/2023	75.00	.00		
869	AIT Business Technologies, LLC	42872	Sewer Telephone	03/01/2023	75.00	.00		
Total AIT Business Technologies, LLC:					1,560.98	.00		
Amundsen Davis LLC								
1108	Amundsen Davis LLC	703966	ISA Agreement	02/08/2023	117.50	.00		
Total Amundsen Davis LLC:					117.50	.00		
Associated Appraisal Consultan, Inc								
31	Associated Appraisal Consultan, I	167117	Town Assessor	03/01/2023	1,427.36	.00		
Total Associated Appraisal Consultan, Inc:					1,427.36	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80121750	Software Support	02/28/2023	312.00	.00		
Total Badger Meter, Inc:					312.00	.00		
Best Machine & Repair Inc								
51	Best Machine & Repair Inc	52332	Repair Snowplow	02/13/2023	150.00	.00		
Total Best Machine & Repair Inc:					150.00	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3351	Ferbruary Billing	03/06/2023	42,509.37	.00		
Total Central Brown County Water Authority:					42,509.37	.00		
CRI DEVELOPMENT								
997	CRI DEVELOPMENT	22-09-0023	Contractor Deposit Refund-2403	03/03/2023	1,000.00	.00		
Total CRI DEVELOPMENT:					1,000.00	.00		
Diggers Hotline								
125	Diggers Hotline	230-2-19551	WF-Locate Service	02/28/2023	32.19	.00		
125	Diggers Hotline	230-2-19551	SF-Locate Service	02/28/2023	32.19	.00		
Total Diggers Hotline:					64.38	.00		
Engebos Heating & Cooling, Inc								
146	Engebos Heating & Cooling, Inc	1356	2434 Little Rapids Garage	02/28/2023	180.00	.00		
Total Engebos Heating & Cooling, Inc:					180.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1012	Electrical Inspection	03/03/2023	310.10	.00		
Total Fameree Consulting & Inspection:					310.10	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	12023-02-11	Auger Holes for Signs	02/24/2023	600.00	.00		
Total Fisher Concrete Sawing, Inc:					600.00	.00		
General Code								
179	General Code	GC00120328	Codification	03/01/2023	298.75	.00		
179	General Code	GC00120328	Codification	03/01/2023	298.75	.00		
179	General Code	GC00120328	Codification	03/01/2023	298.75	.00		
179	General Code	GC00120328	Codification	03/01/2023	298.75	.00		
Total General Code:					1,195.00	.00		
Grainger								
185	Grainger	9615263887	Snow Plow Repairs	02/20/2023	129.85	.00		
Total Grainger:					129.85	.00		
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	022823	Salt Shed	02/28/2023	190.55	.00		
Total Kocken Bros Trucking & Excavating:					190.55	.00		
Konop Beverages, Inc								
255	Konop Beverages, Inc	445245	Water Town Hall	03/06/2023	33.00	.00		
Total Konop Beverages, Inc:					33.00	.00		
Ledgecrest Homes								
264	Ledgecrest Homes	21-10-0017	Contractor Deposit Refund-1903	03/07/2023	1,000.00	.00		
Total Ledgecrest Homes:					1,000.00	.00		
Level 3 Communications LLC								
631	Level 3 Communications LLC	632163618	Phone Services	03/01/2023	1,292.33	.00		
Total Level 3 Communications LLC:					1,292.33	.00		
Mathes, Melissa								
1051	Mathes, Melissa	201008895384	Showcase of Homes Poster	03/02/2023	36.40	.00		
Total Mathes, Melissa:					36.40	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	0929668	Carpenter South Condo Pond Rev	02/06/2023	1,911.00	.00		
285	McMahon Associates, Inc.	0929789	American Sewer Connections - N	02/14/2023	8,266.95	.00		
285	McMahon Associates, Inc.	0929792	Scheuring Rd Urbanization	02/14/2023	7,330.65	.00		
285	McMahon Associates, Inc.	0929793	Packerland Water Sewer Extensio	02/14/2023	5,028.75	.00		
285	McMahon Associates, Inc.	0929796	American Drive Extension - TID #	02/14/2023	4,503.15	.00		
285	McMahon Associates, Inc.	0929797	Autumn Heights Review - Billable	02/14/2023	271.60	.00		
285	McMahon Associates, Inc.	0929804	Lawrence Parkway Engineering P	02/14/2023	19,624.16	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total McMahon Associates, Inc.:					46,936.26	.00		
Meacham Development								
599	Meacham Development	22-09-0025	Contractor Deposit Refund-2371 T	02/27/2023	1,000.00	.00		
Total Meacham Development:					1,000.00	.00		
Menards Inc								
286	Menards Inc	12326	Shop Supplies	03/01/2023	88.84	.00		
286	Menards Inc	12572	Fire Department Supplies	03/07/2023	68.89	.00		
Total Menards Inc:					157.73	.00		
Minten, Kurt								
258	Minten, Kurt	022223	Water Training	02/22/2023	60.00	.00		
Total Minten, Kurt:					60.00	.00		
NWTC								
316	NWTC	SFT000012501	Fire Dept Training	03/03/2023	474.33	.00		
Total NWTC:					474.33	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	190110	Fire dept 2% supplies	03/02/2023	337.00	.00		
Total Oshkosh Fire & Police Equipment:					337.00	.00		
Police and Sheriff's Press								
1106	Police and Sheriff's Press	174887	ID Badges	03/03/2023	32.60	.00		
Total Police and Sheriff's Press:					32.60	.00		
R & R Insurance Services, Inc								
1099	R & R Insurance Services, Inc	2805638	Insurance Services	03/03/2023	225.00	.00		
Total R & R Insurance Services, Inc:					225.00	.00		
Rhyme Business Products								
10	Rhyme Business Products	33516530	Copier Lease Payment -GF	02/23/2023	140.54	.00		
10	Rhyme Business Products	33516530	Copier Lease Payment-WF	02/23/2023	70.27	.00		
10	Rhyme Business Products	33516530	Copier Lease Payment-SF	02/23/2023	70.27	.00		
Total Rhyme Business Products:					281.08	.00		
Robert Peters Construction								
849	Robert Peters Construction	22-06-0024	Contractor Deposit Refund-3105	02/27/2023	1,000.00	.00		
Total Robert Peters Construction:					1,000.00	.00		
Roznik, Kelley								
1121	Roznik, Kelley	030123	Rescue Training	03/01/2023	64.38	.00		
Total Roznik, Kelley:					64.38	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Ruechel, Brian C.								
1012	Ruechel, Brian C.	022823	Financial Consultant	02/28/2023	1,323.00	.00		
Total Ruechel, Brian C.:					1,323.00	.00		
Schurer, Jeremy & Julie								
1119	Schurer, Jeremy & Julie	2150314	Mailbox Repair	02/28/2023	50.00	.00		
Total Schurer, Jeremy & Julie:					50.00	.00		
Tennessee, Prestin								
1120	Tennessee, Prestin	030823	Fire Training	03/08/2023	50.00	.00		
Total Tennessee, Prestin:					50.00	.00		
Village of Hobart								
450	Village of Hobart	022823	REV-Fines & Forfeitures	02/28/2023	3,572.87-	.00		
450	Village of Hobart	022823	Health, Dental, Life, Wrk comp	02/28/2023	6,755.83	.00		
450	Village of Hobart	022823	Police Seminars/Conf/Training	02/28/2023	31.34	.00		
450	Village of Hobart	022823	Telephone/Cell/Radios	02/28/2023	967.51	.00		
450	Village of Hobart	022823	Police Vehicle Maintenance	02/28/2023	1,076.04	.00		
450	Village of Hobart	022823	Police Supplies	02/28/2023	290.22	.00		
450	Village of Hobart	022823	Police Fuel Expenses	02/28/2023	1,236.40	.00		
450	Village of Hobart	022823	Municipal Attorney	02/28/2023	972.60	.00		
450	Village of Hobart	022823	Court Supplies	02/28/2023	168.17	.00		
450	Village of Hobart	022823	Jail Detention Fees	02/28/2023	40.00	.00		
450	Village of Hobart	022823	Police/Admin Salaries	02/28/2023	28,833.94	.00		
450	Village of Hobart	022823	Police/Adm Payroll Taxes	02/28/2023	2,110.65	.00		
450	Village of Hobart	022823	Police Retirement Expense	02/28/2023	3,544.23	.00		
450	Village of Hobart	022823	Judge Salary	02/28/2023	233.33	.00		
450	Village of Hobart	022823	Court Clerk Wages	02/28/2023	886.54	.00		
450	Village of Hobart	022823	Mun Court Payroll Taxes	02/28/2023	85.67	.00		
450	Village of Hobart	022823	Mun Court Retirement	02/28/2023	60.28	.00		
450	Village of Hobart	022823	Court Health/Dental/Life/WC	02/28/2023	2.02	.00		
450	Village of Hobart	022823	Court Seminars/Conference/Educ	02/28/2023	248.33	.00		
450	Village of Hobart	022823	Police Uniforms	02/28/2023	262.80	.00		
450	Village of Hobart	022823	Police Captial Equipment	02/28/2023	210.54	.00		
450	Village of Hobart	022823	Background Checks	02/28/2023	17.48	.00		
450	Village of Hobart	022823	Blood Draws	02/28/2023	101.41	.00		
Total Village of Hobart:					44,562.46	.00		
Winter Equipment								
510	Winter Equipment	IV55366	Snowplow Parts	03/01/2023	474.16	.00		
Total Winter Equipment:					474.16	.00		
Grand Totals:					149,136.82	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

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

LAW ENFORCEMENT

OATH OF HONOR



On my honor, I will never
betray my badge, my integrity,
my character or the public trust.

I will always have the courage to hold
myself and others accountable for our
actions.

I will always uphold the
constitution, my community, and the
agency I serve.

3/13/2023

BRENT D. OLSON

HOBART-LAWRENCE POLICE DEPARTMENT

OATH OF OFFICE



STATE OF WISCONSIN)
COUNTY OF BROWN)
VILLAGE OF HOBART/ TOWN OF LAWRENCE)

I, Brent David Olson, who have been appointed to the Hobart-Lawrence Police Department, but have not yet entered upon the duties thereof, swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of Wisconsin, and will faithfully discharge the duties of said office to the best of my ability, so help me God.

Subscribed and sworn to before
me this 13th day of March, 2023.

CINDY KOCKEN
CLERK-TREASURER

3/13/2023
BRENT D. OLSON



Agenda Item Review

Meeting Date: 3/13/23

Agenda Item#: 9-10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Town Board of Supervisors
REPORT FROM: Scott Beining, Building Inspector/Zoning Administrator
AGENDA ITEM: **Staff Report for all Planning/Zoning agenda items**

9. Public Hearing: Conditional Use Permit for Non-Metallic Mining at 1950 Scheuring Road on Parcels L-260, L-262-1, and L-163 for Northeast Asphalt, Inc.

- a. See application and maps attached.
- b. NEA has been operating on a CUP since 2005. That permit is up for renewal every 3 years.
- c. NEA would like to include parcel L-163 for future expansion
- d. No change in activities would be planned for many years
- e. Very few complaints over the past 18 years and NEA is very responsive with info and questions.
- f. PZ recommends approval with similar conditions to current CUP, pending public hearing input.

TOWN OF LAWRENCE, WI
PUBLIC HEARING NOTICE

Please take notice a public hearing will be held at a Town of Lawrence Board of Supervisors Meeting on Monday, March 13, 2023, at 6:30PM or as shortly thereafter as possible at the Town Hall located at 2400 Shady Court. This meeting will be held to receive testimony, either oral or written, on the following:

1. A request for a Conditional Use Permit for Non-Metallic Mining at 1950 Scheuring Road on Parcels L-260, L-262-1, and L-163 for Northeast Asphalt, Inc.

Cindy Kocken, Clerk-Treasurer
Town of Lawrence
February 21, 2023

Posted at the following on February 27 and March 6, 2023

- Town Hall, 2400 Shady Court*
- Town of Lawrence website*
- Property owners notified within 500 feet of subject property*
- Notice in Green Bay Press Gazette*

23-02-0001
L-260

Non-Metallic Mining



TOWN OF LAWRENCE CONDITIONAL-USE PERMIT APPLICATION FOR PLANNING AND ZONING

GENERAL INFORMATION

Purpose:	Any person having a freehold interest in land, or a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold interest or an exclusive possessory interest, and which is specifically enforceable, may file an application to use such land for one or more of the conditional uses provided for in this chapter in the zoning district in which the land is located.
Fee:	\$250.00 - <i>*1000</i>
Meeting Dates/Times:	Meetings of the Planning and Zoning Board occur the second Wednesday of each month at the Lawrence Town Hall, 2400 Shady Ct., De Pere, WI 54115 at 6:00pm. Application must be submitted seven (7) days prior to meeting.
Application/Information Submittal:	A completed application along with appropriate fee must be submitted to the Town's Business Office. One (1) complete copy of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
Ordinance:	§ 300-205 Conditional Uses

READ ALL INSTRUCTIONS PROVIDED BEFORE COMPLETING. IF ADDITIONAL SPACE IS NEEDED, ATTACH ADDITIONAL PAGES.

SECTION 1: APPLICANT INFORMATION

Applicant Name: Northeast Asphalt, Inc. (C/O: Matt Matuszak)		
Mailing Address: 1524 Atkinson Drive		
City: Green Bay	State: WI	ZIP Code: 54303
Email: mmatuszak@walbecgroup.com		
Phone Number: (920) 716-2235		

SECTION 2: LANDOWNER/DEVELOPER INFORMATION (IF DIFFERENT FROM APPLICANT)

Owner/Developer Name: Same		
Mailing Address:		Email:
City:	State:	ZIP Code:
Email:		
Phone number:		

SECTION 3: PROJECT OR SITE LOCATION

Project Address: Lawrence Aggregate Site 1950 Schuering Road De Pere, WI 54115	Parcel #(s): L-260, L-262-1 & L-163
Parcel Size: 84.294 Acres (L-260), 1.033 Acres (L-262-1) & 39.881 Acres (L-163) 125.208 Acres Total	
Current Zoning District: A-1: Agricultural L-260 (Existing Non-Metallic Mine) & L-163 (Proposed Expansion) R-1: Residential L-262-1 (Existing Driveway)	Frontage: 1,540 FT +/- along Schuering Road 2,962 FT +/- along Quarry Park Drive 918 FT +/- along Packerland Drive



TOWN OF LAWRENCE CONDITIONAL USE PERMIT APPLICATION FOR PLANNING AND ZONING

Legal Description:

Parcel # L-260 (Existing Aggregate Site): LOT 1 OF 51 CSM 22 BNG PRT OF NW1/4-SW1/4 & BNG PRT OF SW1/4-SW1/4 SEC 30 T23N-R20E
 Parcel #L-262-1 (Existing Driveway): LOT 4 OF 49 CSM 178 BNG PRT OF SW1/4-SW1/4 & BNG PRT OF SE1/4-SW1/4, SEC 30 T23N-R20E
 Parcel # L-163 (Proposed Expansion): NE1/4-SE1/4 SEC 25 T23N-R19E & EX J01372-27 & EX RD & EX 33 CSM 239

SECTION 4: ADDITIONAL INFORMATION

Describe Purposed Plan:

This proposal is an amendment to the current Non-Metallic Mining Permit to include Parcel # L-163 lying adjacently West of the existing Aggregate Site. Northeast Asphalt, Inc. purchased this Parcel in 2009 with the intent to include in its future operations. The 39.881 Acres +/- parcel consists mainly of agricultural land along with vegetated wetlands and an unnamed tributary of Hemlock Creek flowing NW to SE.

Approximately 19 Acres of this parcel is mineable as shown in the Operations Map and will extend the life of the existing Aggregate Site which has served local communities with aggregate products for more than 85 years. Commercial-grade resources consisting of Limestone and Dolomite are located on the subject property which are suitable and needed for local construction.

Mining this extension of resource does not propose changes to current day to day operations as the ingress/egress, site work, drilling/blasting, processing, dewatering, etc. remains the same. Appropriate setbacks from right-of-way, roads, exterior property lines, residences, wetlands and pipeline will be implemented.

Northeast Asphalt, Inc. is confident it can continue serving the local community with this additional resources in an ethical, safe and environmentally conscious manner.

Prepare and submit an electronic copy of the sign plan detailing your request completely and any additional information which will support your application.

Signature of Applicant:

Date:

1/30/2023



FOR OFFICE USE ONLY APPLICATION/PAYMENT RECEIVED BY

Name: _____

Check # 447852

Amount: \$ 1,000.00

Date: _____

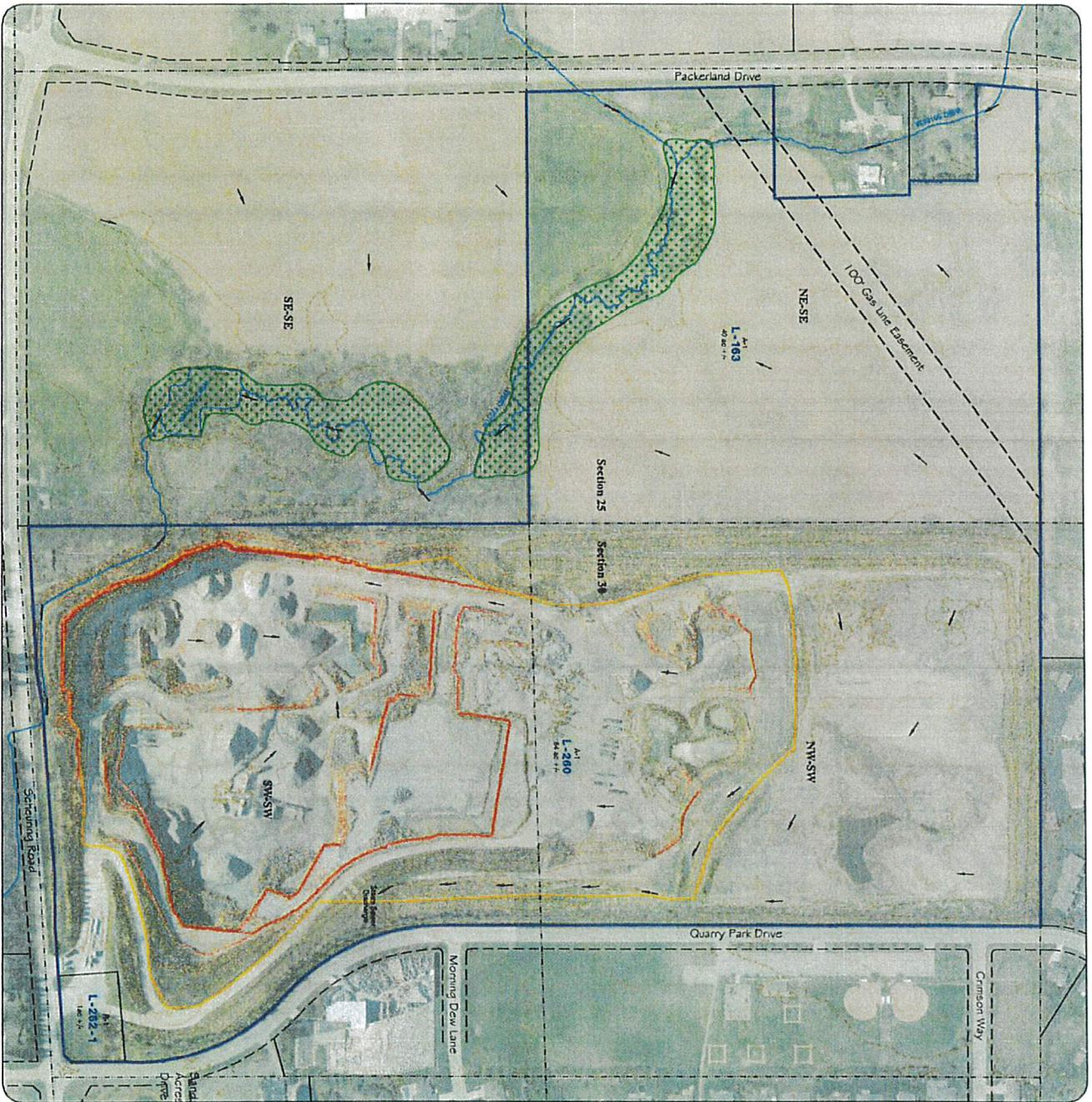
Meeting Date: 2/8/23

Permit #: 23-02-0001

Parcel #: L-260

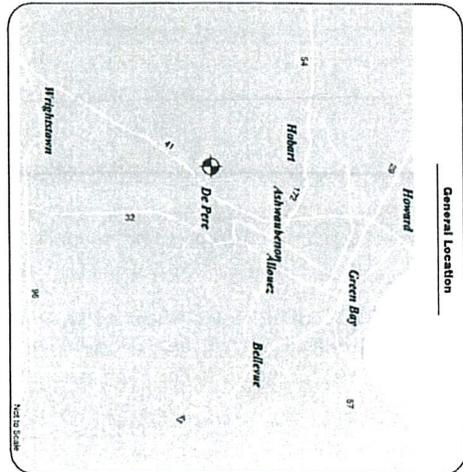
District: _____

Zoning: _____



Legend

- Property Boundary
- Centerline - 10' street
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- Centerline - 995' street
- Centerline - 1000' street



Existing Conditions Map



TO BE FIRST IN THE PROPERTY OF NEARBY AND ACTUAL SITE AND THE CONTENTS CONTAINED HEREIN ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED OUTSIDE OF THE COMPANY APPROPRIATE FOR THE PROJECT.

Lawrence Quarry
NE-SE Section 25, NW-SW, SW-SW Section 30
T23N-R18E, Town of Lawrence
Brown County, Wisconsin

7

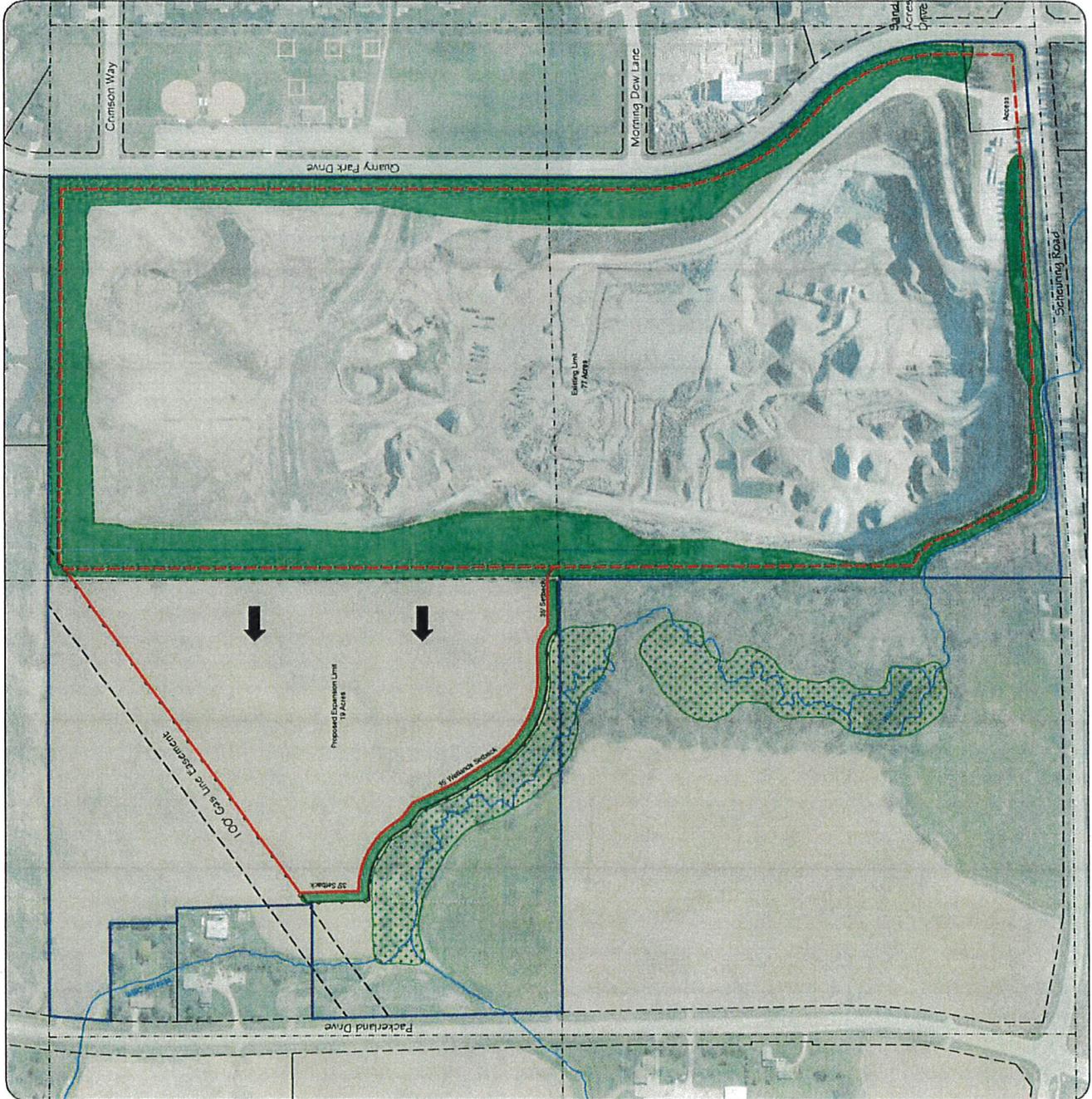
Date: 4-6-22 Site #: 87002 Drawn By: JLS

Operation Plan Notes

- Proposed extension points parcels as shown.
- Access roads and easements placed in temporary stockpiles and needed for construction.
- Access roads shown as a solid orange line.
- Access roads shown as a dashed orange line.
- Access roads shown as a dotted orange line.
- Access roads shown as a solid green line.
- Access roads shown as a dashed green line.
- Access roads shown as a dotted green line.
- Access roads shown as a solid blue line.
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- Access roads shown as a solid red line.
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- Access roads shown as a dotted red line.
- Access roads shown as a solid purple line.
- Access roads shown as a dashed purple line.
- Access roads shown as a dotted purple line.
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- Access roads shown as a dashed brown line.
- Access roads shown as a dotted brown line.
- Access roads shown as a solid grey line.
- Access roads shown as a dashed grey line.
- Access roads shown as a dotted grey line.
- Access roads shown as a solid black line.
- Access roads shown as a dashed black line.
- Access roads shown as a dotted black line.

Legend

- Property Boundary
- Proposed Extension Line
- Proposed Mining Limit
- Section Lines
- Access Roads
- Access Easements
- Existing Temporary Overburden Berm
- 28' Fence
- Increased Mined Emission Calculating



AQUATIC RECLAMATION

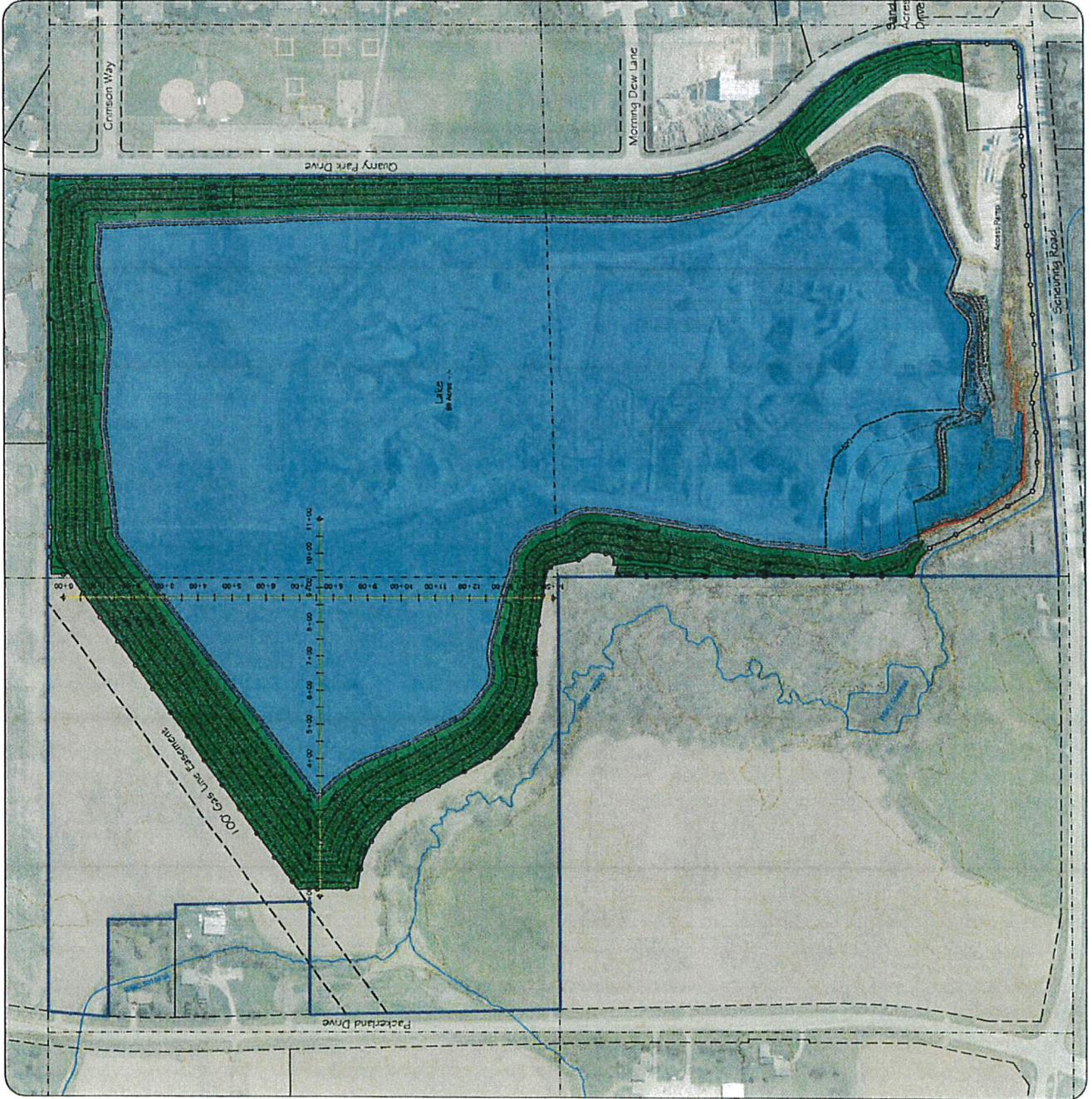
CREATION OF LAKE UPON COMPLETION OF RECLAMATION

Proposed contours are shown for the lake and are subject to change with availability of final disposal.

Final contours and lake conditions shown approximate and subject to change with availability of final disposal.

Legend

- Property Boundary
- Contour Marker - 10' interval
- Proposed Contour Marker - 10' interval
- Proposed Contour Marker - 5' interval
- Road Right-of-Way
- Core Section
- Unfilled Area
- Lake
- Proposed Drainage Pattern
- Fence





Agenda Item Review	
Meeting Date:	3/13/2023
Agenda Item#:	11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Consideration of 2023 Road Paving Projects Bid Award**

<u>FISCAL IMPACT:</u>	
1. Is there A Fiscal Impact?	<u>Yes</u>
2. Is it Currently Budgeted?	<u>Yes</u>

Item History

Bids were received for the list of 2023 base streets for the Town’s annual road improvement projects, as well as supplemental projects to be considered if Town budget allows, consistent with what we’ve done for bidding roads the past few years.

The base bids came in as follows:

- MCC, Inc. - \$390,448.18 base bid
- Northeast Asphalt - \$391,453.00 base bid

We feel confident that we received good pricing and very competitive bids, as the pricing is very tight between the two contractors. Once we identify a low bidder on the base bid, we’ve only considered that bid’s supplemental proposals to consider whether to add those projects.

The supplemental bids provided by MCC, as the low base bidder, are as follows:

- Perock Court Paving - \$38,582.57 (Assessed to developer)
- Mid Valley Dr Paved Shouldering - \$20,353.87

We are able to select any (or none) of the supplemental bids to complete in 2023, if desired.

The 2023 General Fund Road Maintenance Budget is \$347,340.93.

The base bids include roads not funded by the general road maintenance fund/budget:

- Lawrence Parkway Estates final paving (assessed to developer)
 - o Torchwood Trail - \$18,573.19
 - o Chickory Court - \$25,752.66
 - o Echo Pine Court - \$12,424.53
 - o Tigerwood Trail - \$37,168.45 (50% to developer, 50% to Town TID #1)
 - o **Net assessable: \$93,918.83**

The net amount of the base bid funded by the general fund road maintenance budget is \$296,529.35 (base bid less Lawrence Parkway Estates final paving projects), which leaves approximately \$50,000 in budget remaining to be considered for supplemental roads, general road shouldering, signs, guard rails/repair, etc. We've generally aimed at keeping approximately \$30,000 - \$45,000 in the budget for items beyond what is awarded in the road improvement projects that are bid out (i.e. signs, road patching, etc).

On review of the supplemental bids, Perock Court would be assessed to the developer and approving the Mid Valley Paved Shouldering would allow for us to maintain approximately \$30k left in the general road maintenance budget for this coming year for the other types of projects identified above.

As a reminder, the Town's revenue via Road Aids from the State of WI have decreased by about \$30,000 in 2023, which is a direct reduction to the Town's general fund road maintenance budget. That reduction is reflected and accounted for in the \$347k budget figure for the Town. Essentially, that's the equivalent of removing one road from our plans that we're unable to repave this year compared to prior year's budgets/efforts.

Recommended Action:

Recommend approval of 2023 base bid for MCC, Inc. for Town Road Improvement Projects in the amount of \$390,448.18 and consider approval of the proposed supplemental projects in the amount of \$58,936.44.

		MCC, Inc		Northeast Asphalt, Inc.
Skyline Oaks Drive	\$	87,387.95	\$	88,718.50
Whispering Oak Court	\$	57,866.30	\$	57,406.50
Gentle Hills Court	\$	73,915.12	\$	71,171.00
Sundown Lane	\$	58,892.08	\$	58,708.00
Sundown Court	\$	18,467.90	\$	21,415.00
Torchwood Trail	\$	18,573.19	\$	19,067.50
Chickory Court	\$	25,752.66	\$	25,865.00
Echo Pine Court	\$	12,424.53	\$	12,776.00
Tigerwood Trail	\$	37,168.45	\$	36,325.50
Total	\$	390,448.18	\$	391,453.00

Supplemental

Perock Court	\$	38,582.57	\$	40,874.00
Mid Valley Shouldering	\$	20,353.87	\$	17,645.00

ADVERTISEMENT FOR BIDS

TOWN OF LAWRENCE
Brown County, Wisconsin

OWNER – The Town of Lawrence, acting through its Town Board, hereby gives notice that sealed bids will be received in the Town Hall, 2400 Shady Court, De Pere, Wisconsin 54115 for the following described project.

2023 ROAD IMPROVEMENT PROJECT – The work shall consist of the following roads/projects:

1. **Skyline Oaks Drive (Starting from the south edge of the driveway at 2574 Skyline Oaks go north to the intersection of Gentle Hills)** (1400 ft. x 24 ft.) Pulverize, grade, Pave 2” base and 1.5” of surface. 4” topsoil, seed, and mulch shoulder.
2. **Whispering Oak Court (Starting at the intersection with Gentle Hills going south to end of cul de sac) (720 ft. x 24 ft.)** Pulverize, grade, Pave 2” base and 1.5” of surface. 4” topsoil, seed, and mulch shoulder
3. **Gentle Hills Court (starting at the intersection of Whispering Oak Drive to end of court)** (1030 ft. x 24 ft.) Pulverize, grade, Pave 2” base and 1.5” of surface. 4” topsoil, seed and mulch shoulder
4. **Sundown Lane (Starting at Mid Valley Road going west to end of Road)** (820 ft. x 32 ft.) Pulverize, grade, Pave 2” base and 1.5” of surface.
5. **Sundown Court (starting at Mid Valley Road going west to end of Court)** (265 ft. x 18 ft.) Pulverize, grade, Pave 2” base and 1.5” of surface. 2’ CABC shoulder
6. **Tigerwood Trail second lift (starting at Lawrence Parkway going north to end of curb) (1290 ft. x 33 ft.)** add finish layer of 1.5 “of surface
7. **Chickory Court second lift (From Tigerwood to end of Court) (740 ft. x 26 ft.)** add finish layer of 1.5” of surface
8. **Echo Pine Court second lift (Starting at Tigerwood to end of Court) (500 ft. x 26 ft.)** add finish layer of 1.5” of surface
9. **Torchwood Trail second lift (starting at Lawrence Parkway to end of curb) (570 ft. x 26 ft.)** add finish layer of 1.5” of Surface

Supplemental Bid Items

1. **Perock Court (starting at Williams Grant to end of Court) (24 ft. x 590 ft.)** Grade, Pave 2”base and 1.5” surface
2. **Mid Valley Drive shouldering** -mill, grade and add 4inches of pavement in 2 lifts

TIME – Sealed bids will be received until 10:00 a.m. on Monday, March 6th, 2023 at the Town of Lawrence Town Hall, at which time and place all bids will be publicly opened and read aloud.

BIDS – All bids shall be addressed to Patrick Wetzel, Town Administrator, Town of Lawrence, 2400 Shady Court, De Pere, WI 54115. Bids shall be sealed and shall have the name and address of the bidder and the contract for which the bid is being submitted on the outside of the envelope. All bidders shall bid in accordance with and upon the Bid Forms included in the contract documents.

PROCUREMENT AND EXAMINATION OF CONTRACT DOCUMENTS – The contract documents are on file for inspection at the Town of Lawrence Town Hall, 2400 Shady Court, De Pere, WI 54115 or via email at PatrickW@townoflawrence.org

BID SECURITY – No bid shall be received unless accompanied by a certified check or satisfactory bid bond payable to the Town of Lawrence in an amount not less than 10% of the maximum bid as a guarantee that, if the bid is accepted, the bidder will execute and file the contract, performance/payment bonds and insurance certification, as required by the contract documents, within ten (10) days after the Notice of Award.

BID REJECTION – The Owner reserves the right to reject any and all bids, waive any informalities in bidding or to accept the bid or bids which best serves the interests of the Town of Lawrence.

WITHDRAWAL OF BIDS – No bid shall be withdrawn for a period of 30-days after the scheduled opening without the consent of the Owner.

COMPLETION OF WORK – All work shall be completed by July 14, 2023. If not completed by said date there shall be a penalty of \$500.00 per day until completed.

GOVERNING LAWS & REGULATIONS – The contract letting shall be subject to the provisions of Sections 60.47, 66.0901, 66.0903, and 779.16 of the Wisconsin Statutes.

Published by the authority of the Town of Lawrence, acting through its Town Board.- Patrick Wetzel, Town Administrator

Town of Lawrence 2023 Road Resurfacing

Skyline Oaks Drive

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1110	Pulverize Existing	4400	SY	\$ 0.39	\$ 1,716.00
2	1120	2" 3LT 58-28S Lower Layer	500	TN	\$ 82.60	\$ 41,300.00
3	1130	1.5" 5LT 58-28S Upper Layer	370	TN	\$ 77.38	\$ 28,630.60
4	1140	Tack	220	GA	\$ 5.29	\$ 1,163.80
5	1150	2" 5LT 58-28S Driveways, Includes concrete & asphalt sawcutting, removals & prep	45	TN	\$ 110.60	\$ 4,977.00
6	1160	4" Topsoil, Seed & Mulch Shoulders	950	SY	\$ 8.59	\$ 8,160.50
7	1170	Traffic Control	1	LS	\$ 352.26	\$ 352.26
8	1180	Mobilization	1	LS	\$ 1,087.79	\$ 1,087.79
Skyline Oaks Drive SUBTOTAL						\$ 87,387.95

Whispering Oak Court

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1210	Pulverize Existing	2750	SY	\$ 0.39	\$ 1,072.50
2	1220	2" 3LT 58-28S Lower Layer	310	TN	\$ 85.11	\$ 26,384.10
3	1230	1.5" 5LT 58-28S Upper Layer	230	TN	\$ 77.55	\$ 17,836.50
4	1240	Tack	140	GA	\$ 5.29	\$ 740.60
5	1250	2" 5LT 58-28S Driveways, Includes asphalt sawcutting, removals & prep	20	TN	\$ 152.96	\$ 3,059.20
6	1260	4" Topsoil, Seed & Mulch Shoulders	900	SY	\$ 8.26	\$ 7,434.00
7	1270	Traffic Control	1	LS	\$ 251.61	\$ 251.61
8	1280	Mobilization	1	LS	\$ 1,087.79	\$ 1,087.79
Whispering Oak Court SUBTOTAL						\$ 57,866.30

Gentle Hills Court

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1310	Pulverize Existing	3600	SY	\$ 0.39	\$ 1,404.00
2	1320	2" 3LT 58-28S Lower Layer	400	TN	\$ 91.31	\$ 36,524.00
3	1330	1.5" 5LT 58-28S Upper Layer	300	TN	\$ 77.38	\$ 23,214.00
4	1340	Tack	180	GA	\$ 5.29	\$ 952.20
5	1350	2" 5LT 58-28S Driveways, Includes concrete & asphalt sawcutting, removals & prep	40	TN	\$ 116.23	\$ 4,649.20
6	1360	4" Topsoil, Seed & Mulch Shoulders	700	SY	\$ 8.26	\$ 5,782.00
7	1370	Traffic Control	1	LS	\$ 301.93	\$ 301.93
8	1380	Mobilization	1	LS	\$ 1,087.79	\$ 1,087.79
Gentle Hills Court SUBTOTAL						\$ 73,915.12

Sundown Lane

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1410	Pulverize Existing	3100	SY	\$ 0.39	\$ 1,209.00
2	1420	2" 3LT 58-28S Lower Layer	350	TN	\$ 84.50	\$ 29,575.00
3	1430	1.5" 5LT 58-28S Upper Layer	260	TN	\$ 77.38	\$ 20,118.80
4	1440	Tack	160	GA	\$ 5.29	\$ 846.40
5	1450	2" 5LT 58-28S Driveways, Includes asphalt sawcutting, removals & prep	50	TN	\$ 115.71	\$ 5,785.50
6	1470	Traffic Control	1	LS	\$ 269.59	\$ 269.59
7	1480	Mobilization	1	LS	\$ 1,087.79	\$ 1,087.79
Sundown Lane SUBTOTAL						\$ 58,892.08

mcc

Sundown Court

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1610	Pulverize Existing	700	SY	\$ 0.39	\$ 273.00
2	1620	2" 3LT 58-28S Lower Layer	80	TN	\$ 84.90	\$ 6,792.00
3	1630	1.5" 5LT 58-28S Upper Layer	60	TN	\$ 77.38	\$ 4,642.80
4	1640	Tack	40	GA	\$ 5.29	\$ 211.60
5	1650	2" 5LT 58-28S Driveways, includes asphalt sawcutting, removals & prep	40	TN	\$ 117.29	\$ 4,691.60
6	1660	2" gravel shoulder	30	TN	\$ 17.25	\$ 517.50
7	1670	Traffic Control	1	LS	\$ 251.61	\$ 251.61
8	1680	Mobilization	1	LS	\$ 1,087.79	\$ 1,087.79
Sundown Court SUBTOTAL						\$ 18,467.90

Torchwood Trail

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1730	Remove asphalt ramps and utilities and butt joints as needed and clean/sweep	1	LS	\$ 864.19	\$ 864.19
2	1740	Tack	350	GA	\$ 5.29	\$ 1,851.50
3	1750	2" 4LT 58-28S Upper Layer	200	TN	\$ 75.75	\$ 15,150.00
4	1760	Traffic Control	1	LS	\$ 201.29	\$ 201.29
5	1770	Mobilization	1	LS	\$ 506.21	\$ 506.21
Torchwood SUBTOTAL						\$ 18,573.19

Chickory Court

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1810	Remove asphalt ramps and utilities and butt joints as needed and clean/sweep	1	LS	\$ 1,234.56	\$ 1,234.56
2	1820	Tack	140	GA	\$ 5.29	\$ 740.60
3	1830	1.5" 5LT 58-28S Upper Layer	300	TN	\$ 76.90	\$ 23,070.00
4	1840	Mobilization	1	LS	\$ 506.21	\$ 506.21
5	1850	Traffic Control	1	LS	\$ 201.29	\$ 201.29
Chickory Court SUBTOTAL						\$ 25,752.66

Echo Pine Court

Line #	Bid Item #	Description	Quantity	UOM	Unit Price	Total
1	1910	Remove asphalt ramps and utilities and butt joints as needed and clean/sweep	1	LS	\$ 493.83	\$ 493.83
2	1930	Tack	220	GA	\$ 5.29	\$ 1,163.80
3	1920	1.75" 5LT 58-28S Upper Layer	130	TN	\$ 77.38	\$ 10,059.40
4	1950	Mobilization	1	LS	\$ 506.21	\$ 506.21
5	1960	Traffic Control	1	LS	\$ 201.29	\$ 201.29
Echo Pine Court SUBTOTAL						\$ 12,424.53

to developer

to developer

to developer

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MCC, INC.
2600 N. Roemer Rd.
Appleton, WI 54912-1137

SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

TOWN OF LAWRENCE

2695 French Rd., DePere, WI 54115

BOND AMOUNT: Ten Percent of Amount bid
(10% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

2023 Road Resurfacing, Town of Lawrence, Wisconsin.

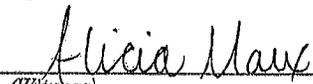
Project Number, if any:

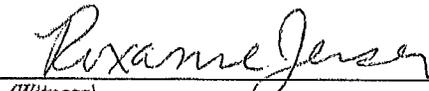
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

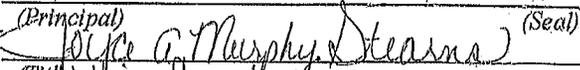
Signed and sealed this 8th day of March, 2023


(Witness)


(Witness)

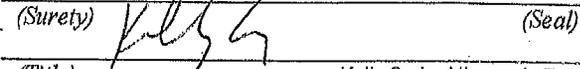
MCC, INC.

(Principal)


(Title) Vice-President (Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)


(Title) Kelly Cody, Attorney in Fact (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208139-354019

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian L. Krause; Kefly Cody; Roxanne Jensen; Trudy A. Szalewski

all of the city of Milwaukee state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 10th day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

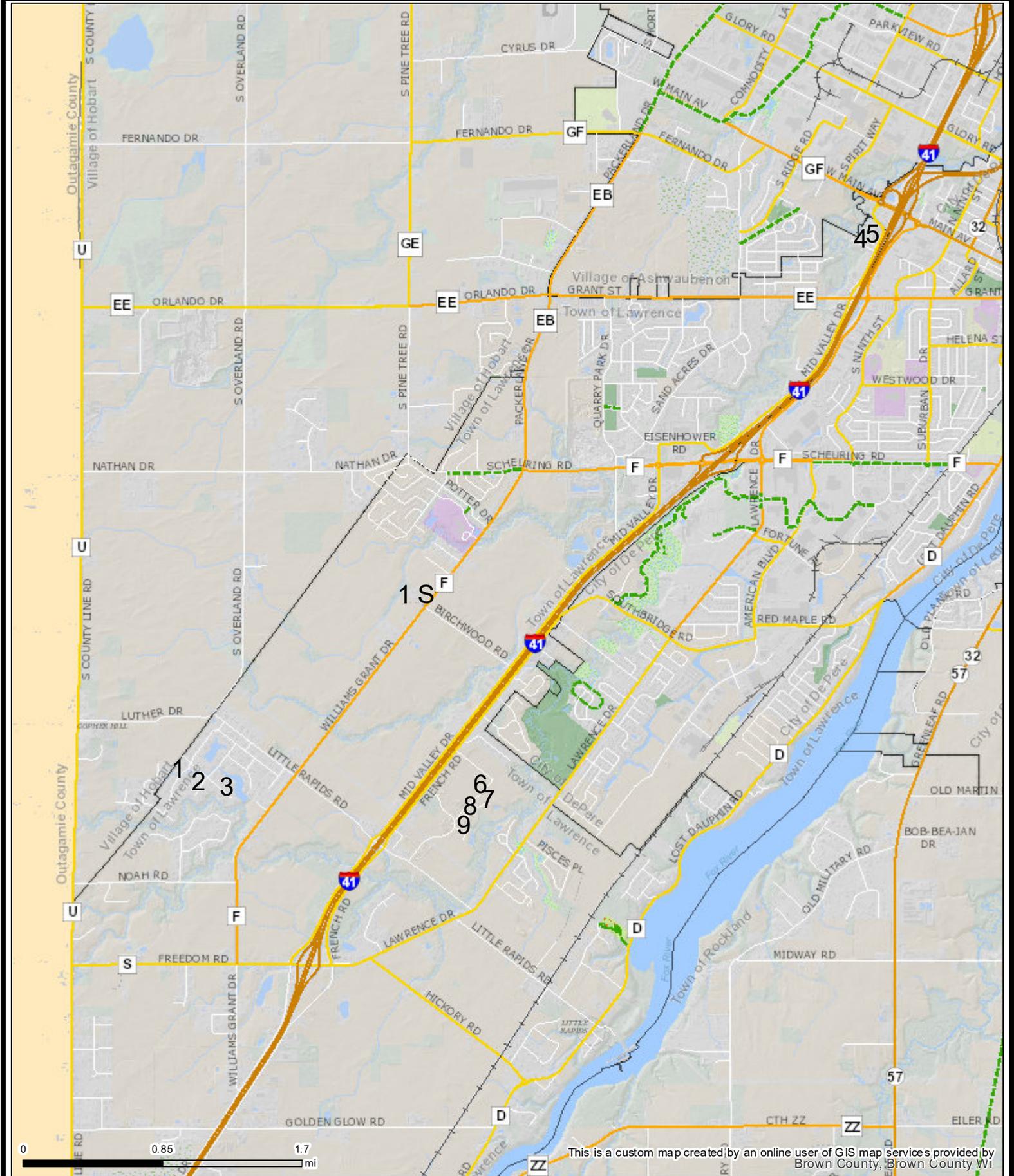
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of March, 2023



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

Part of Brown County WI

Map printed on 1/25/2023

1:47,520
1 inch = 3,960 feet*
1 inch = 0.75 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov

Hobart-Lawrence Police Department

Memorandum



Date: March 7th, 2023

To: Hobart & Lawrence Boards

From: Chief of Police Michael Renkas

Subject: LexisNexis BuyCrash

LexisNexis BuyCrash is an online accident report management solution designed to help simplify the management and distribution of accident reports for law enforcement agencies. For consumers and insurance carriers, it is quick and convenient. This program is in partnership with Crash Logic, which is the nation's largest collision report database. This system can save time and resources for our agency by automatically managing external report requests.

I am recommending that the Hobart-Lawrence Police Department add this program to provide citizens and insurance companies with the ability to obtain accurate and affordable crash reports as quickly as possible. There is a nominal convenience fee for this service which is added to the cost of the report – this is somewhat similar to the other resource we currently utilize for the State of Wisconsin and having citizens retrieve reports online. Any party that does not wish to pay the convenience fee and receive the report online can still come to the police station or request via email per our open records policy.

If you have any questions, please let me know.

Sincerely,

Michael Renkas
Chief of Police



Agenda Item Review

Meeting Date: 3/13/2023

Agenda Item#: 13

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: **Consideration to Expand HLPD K-9 Program – Facility/Therapy Canine**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? K-9 fund and donations available

Item History

This memo is a placeholder for the Town Board meeting packet as it is an emerging topic with a short deadline. Chief Renkas will be providing additional information over the weekend and prior to the Town Board meeting.

Essentially, there is an opportunity to utilize existing K-9 Program donations and newly identified funding/donation sources to expand the Police Department K-9 program with a facility/therapy canine.

This type of program would utilize one of the “doodle” breeds. The program allows for procurement/delivery of the canine by early April each year. A decision is anticipated on this program this coming week by both Hobart and Lawrence boards in order to take advantage of the opportunity for an April procurement. If this deadline is missed, it would need to wait until April 2024.

Recommended Action:

Anticipate additional information prior to the Town Board meeting on Monday from the Police Dept regarding the opportunity and donations/funding to expand the K-9 program with a facility/therapy K-9



Agenda Item Review

Meeting Date: March 13, 2023
Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Public Works Director
AGENDA ITEM: **Preliminary discussion for future action on Ordinance 2023-**** Private watermain system inspection and maintenance.**

FISCAL IMPACT:

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

POLICY ISSUE

Should the Town Board approve **Ordinance 2023-****** establishing the requirement for private water system maintenance?

BACKGROUND INFORMATION

There are privately owned and maintained water systems all over the Town. The best example of larger private water systems are those in apartment complexes that would have hundreds or thousands of feet of water main and a dozen fire hydrants and valves. Other examples would be industrial properties, commercial properties and business. They simply consist of extensions of watermain distribution piping, valves, fire hydrants and services onto private property. Water flows from Lawrence’s Water Utility at the right of way line, into the private system to be distributed to customers for drinking and firefighting purposes. These systems must perform just like a public system to ensure that water remains clean and flows unrestricted all the way to a customer’s tap and allows the Fire Department to fight fire.

Currently there is no statewide requirement for private water system maintenance. Surprisingly neither the Department of Natural Resources (public water code) or Department of Safety and Professional Services (private plumbing code) require this very important work. Not surprising is that many of the area municipalities have not addressed this issue. Most municipalities assume it falls under someone’s else’s jurisdiction. None the less, private water systems serve Lawrence’s customers and citizens. If private systems malfunction it compromises safety. Also if private systems are leaking water, Lawrence’s Water Utility suffers because water metering doesn’t occur until it finally reaches a building. Thus, a private water system loses water at public expense and has no incentive to look for leaking water, much less fix it.

Technically because these systems are private the Town has no authority to require anything as far as inspection or maintenance. In fact, Lawrence Utility and Fire staff can’t legally go in and operate or inspect hydrants, valves or check for leaks without being invited to do so. Our Fire Department would like to inspect the hydrants and test the fire flows it relies upon to do its job.

In recent years, the Town has been improving the way it operates its utilities especially as it relates to water loss and maintenance practices. A natural extension of this is to consider how private water systems maintain its critical infrastructure.

For obvious reasons, it is important that private systems provide basic annual maintenance to provide some reasonable assurance that privately-owned water mains, hydrants and valves will work when it comes time to fight a fire, and maintain clean water. It is also important from a water loss and financial perspective as it affects the Town's Water Utility efficiency and the rates paid by all consumers. The ordinance outlines that private systems must designate a knowledgeable person with authority to make operational decisions and follow standard Town practices for basic maintenance activities. They would be required to keep records and provide the Lawrence Water Utility with documentation of the maintenance.

Attached, I have prepared a sample letter asking a private system to maintain its water system. Private systems would have the option of hiring this work out themselves or asking the Town Water Utility to do it for a reasonable fee. Because our Utility does many miles of this work every year the Town can offer very reasonable basic service costs and simplify the complication of managing regular maintenance activity for private systems.

Basic inspection and maintenance services will inevitably result in the discovery of additional maintenance, adjustments or repair work that will need to be resolved by the private systems. Utility staff will offer advice and recommendations and could potentially offer service arrangements, for an additional cost, should they request that.

The ordinance outlines that costs for any requested service work or for any work performed in an emergency would be collected as a special tax should a private system fail to pay for said services. The Town would not provide work guarantees and the property owner would have to waive liability as it relates to any damages incurred.

Requiring basic maintenance activities would also resolve staff concerns about the need to require master metering at the right of way for new developments that fall outside of the requirements of s. PSC 185.53, Wis. Adm. Code.

RECOMMENDED ACTION

Staff recommends that the Town Board approve Ordinance **2023-XXX** establishing the requirement for private water system maintenance.

If the Town Board agrees with this action, the following motion could be used, "Motion to approve the Ordinance **2023-XXX** establishing the requirement for private water system inspection, maintenance and operation."

ORDINANCE 2023-****

AN ORDINANCE CREATING ARTICLE VII OF CHAPTER 286 WATER OF THE MUNICIPAL CODE OF THE TOWN OF LAWRENCE RELATING TO PRIVATE WATER SYSTEM INSPECTION, MAINTENANCE AND OPERATION

Whereas, The Town Board hereby determines that providing and maintaining a safe water supply is a vital priority and delivers the highest quality drinking water to its customers.

Whereas, It also provides for the safety and general welfare of customers via the provision of a strong and robust firefighting water supply.

Whereas, The Town Board ensures that its Public Water System, Lawrence Water Utility, is properly inspected, maintained and is fully operational, and it intends to ensure that customers indirectly served by Private Water Systems are also properly inspected, maintained and are fully operational. This is extremely important because the operation of Private Water Systems affect the safety water supply of customers as well as the efficient operation of the Public Water Utility. Private Water Systems are also highly important components of the firefighting water supply system.

Therefore, The Town Board determines that private water systems shall be inspected, maintained and operated according to established regulations, prudent management and best practices including the American Water Works Association (AWWA) and the National Fire Protection Association (NFPA) as follows:

THE TOWN BOARD OF THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN DOES ORDAIN THAT ARTICLE VII of CHAPTER 286 OF THE WATER UTILITY CODE, BE CREATED TO READ AS FOLLOWS:

Section 1.

286-56 – General.

- A. Owners of private water distribution systems shall be responsible for ensuring that their system is inspected, maintained, and operated to provide an adequate quantity of safe drinking water to those consumers served and for firefighting purposes. This responsibility includes maintaining or contracting for an adequate number of trained staff to perform all duties necessary, performing maintenance and replacement of watermain and appurtenances when necessary to keep the facilities in good operating condition. This responsibility also includes ensuring that sufficient fiscal resources are available for needed repairs and eventual system replacement.

286-57 – Applicability.

- A. Owners of the following water systems, located on private property, shall comply with the private water system maintenance requirements of this section if they have any of the following:
 - (1) Systems that have a valve or a fire hydrant.
 - (2) Systems that have water service to a building or a curb stop from a watermain.
 - (3) Systems that serve more than one building.

- (4) Systems that exceed a combined 150 feet of watermain and or service piping measured from the right of way.

286-58 – Certified operator requirements.

- A. Owners of private water system shall have a designated operator-in-charge that meets the appropriate experience and examination requirements to hold a valid waterworks certificate for a Distribution (D) subclass, operate and maintain the system.
- B. The owner of a private water system shall designate to the water utility the name and a 24 hours a day contact information of the operator-in-charge of the water system.
- C. Only the operator-in-charge or persons supervised by the operator-in-charge may operate the private water system. The operator-in-charge shall coordinate all private water system operations with the water utility providing two working days' notices before operating any fire hydrant or valve.
- D. No person may use or take water from a private water system except for the purpose of extinguishing a fire; or operate valves or hydrants, or damage or impair a private water system; such persons shall be subject to fine per Town Ordinance Chapter 286, Article VII.

286-59 – Operational requirements.

- A. Owners of private water systems shall operate the system so as not restrict water pressure or flow at all locations within their water distribution system under normal operating conditions.
- B. Owners of private water systems shall maintain current fire flow studies and documentation showing the fire flow capability of the system. The private water system owner shall notify the fire chief in writing of the location of all fire hydrants that are temporarily out of service or cannot maintain 500 gpm at 20 psi at ground level.

286-60 – Private water system maintenance activities.

- A. Unless an alternate schedule is approved by the water utility, owners of each private water system shall perform all the following:
 - (1) *Valve exercising.* All distribution system valves shall be exercised, consistent with water utility policy, at least once every two years.
 - (2) *Hydrant exercising.* All hydrants shall be exercised, consistent with water utility policy, at least once every two years.
 - (3) *Hydrant/valve maintenance, inspection, and fire flow testing.* Hydrants and valves shall be inspected annually and maintained in proper working condition, consistent with the manufacturer's recommendations, American Water Works Association (AWWA) and National Fire Protection Association (NFPA) standards. Fire hydrants shall be flow tested occasionally sufficient to demonstrate current flow rates.
 - (4) *Flushing dead-end mains.* Mains shall be flushed to remove sediment or water of poor quality, consistent with water utility policy, at least once every two years.
 - (5) *Leakage detection.* Mains, valves, hydrants, and services shall be inspected for leaks according to AWWA M36, consistent with that of the water utility policy, at least once every year. Water systems that are master metered at the right of way are exempt from annual leak detection maintenance requirement.

- (6) *Hydrant sandblasting and painting.* Hydrants shall be sandblasted, primed, and painted chrome yellow, caps shall be color coded to the fire flow rate per NFPA, consistent with water utility policy, as needed, but not to exceed once every eight to ten years.
- (7) *Repair leaks.* Repair leaks that have been identified in a timely manner:
 - (a) Significant surfacing leaks within eight hours.
 - (b) Surfacing leaks within eight hours to one day.
 - (c) Minor (barely visible) surfacing leaks within one day to three days.
 - (d) Non-surfacing detectable leaks within one to two weeks.
- (8) *Additional maintenance.* Perform all additional prudent watermain and appurtenance maintenance, repairs, or replacements per AWWA and NFPA as necessary to keep the facilities in good operating condition, typically within four to six weeks of detection.
- (9) *Cost for services performed by the town shall be placed on the tax roll.* Should the town, its employees or contractors perform any work at the request of a private system or perform any work for an immediate safety issue on a private water system, the town will place the charges for its time and expense on the tax roll of the property pursuant to Wis. Stats. §66.0627 or by any other manner allowed by law.

286-61 – Record keeping.

- A. Owners of private water systems shall provide records and documentation of private water system inspections, maintenance, and operations to the town water utility:
 - (1) Provide documentation of a valid service contract that authorizes the performance of needed maintenance and emergency repair work should the need arise.
 - (2) Provide and maintain detailed water system as constructed plans and a list of materials, parts, and equipment that the system is constructed of.
 - (3) Provide copies of all maintenance contracts, test records, reports and verification of payment documenting required system maintenance activities have taken place.

Section 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect upon its adoption and publication.

Approved this 27th day of March, 2023.

Lanny Tibaldo, Town Chair

Cindy Kocken, Town Clerk

Water System Maintenance Agreement

This Water System Maintenance Agreement (this “Agreement”) is entered into and made effective on _____, _____ (the “Effective Date”) by and between _____, (“Customer”) with its property located at _____, De Pere, WI in the Town of Lawrence, Wisconsin and the Town of Lawrence (“Town”) with its Public Works Department located at 2400 Shady Court, Town of Lawrence, Wisconsin, 54115. Both the Customer and Town shall be collectively referred to herein as the “parties” and each individually as a “party.”

WHEREAS, the Town of Lawrence adopted a private water system inspection ordinance to ensure that private water systems are maintained to protect the health, safety and welfare of Town residents; and

WHEREAS, the Town of Lawrence offers to provide inspection and maintenance services pursuant to the terms and conditions herein; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Service Provided. The Town will provide private water inspection and maintenance service pursuant to the terms set forth herein.

- Estimated Year 1 basic maintenance activities, \$800 (approximately \$10 per unit)
 - Watermain leak detection (hydrants, valves and curb stops) detection annually each April estimated to be 1,500 feet at \$0.10 per foot or \$150
 - Operate and inspect 5 hydrants every year @ \$10 ea. or \$50
 - Operate 5 valves every two years @ \$10 ea. or \$50
 - Sand blast, prime and repaint 5 fire hydrants every 8 to 10 years @ \$110 ea. or \$550
- Estimated Year 2 basic maintenance activities, \$200 (approximately \$2.50 per unit)
 - Watermain leak detection (hydrants, valves and curb stops) detection annually each April estimated to be 1,500 feet at \$0.10 per foot or \$150
 - Operate and inspect 5 hydrants every year @ \$10 ea. or \$50
- Estimated Year 3 basic maintenance activities, \$250 (approximately \$3 per unit)
 - Watermain leak detection (hydrants, valves and curb stops) detection annually each April estimated to be 1,500 feet at \$0.10 per foot or \$150

- Operate and inspect 5 hydrants every year @ \$10 ea. or \$50
- Operate 5 valves every two years @ \$10 ea. or \$50
- Estimated Year 4 basic maintenance activities, \$200 (approximately \$2.50 per unit)
 - Watermain leak detection (hydrants, valves and curb stops) detection annually each April estimated to be 1,500 feet at \$0.10 per foot or \$150
 - Operate and inspect 5 hydrants every year @ \$10 ea. or \$50
- If we identify any problem with your water system while conducting activities, we will notify you and provide advice on what action should be taken.
- The Town will provide the minimum work specified above plus GPS locate; map and model your piping, hydrants, and valves; and conduct fire flow tests at no additional charge.
- The services provided above will repeat in an ongoing manner unless this agreement is terminated by either party. For example, after Year 4 service is provided, the Town will go back to Year 1 service for the following year. Termination of this agreement requires ninety (90) days' written notice to the other party. Pricing for future service is subject to change and any price changes will be provided to the Customer by written notice from the Town.

2. Information and Authorization Required from Customer. The Customer authorizes Town personnel to enter Customer's property to conduct the inspection and maintenance of the private water system. The Customer will provide the Town with a water system map showing pipe and service locations, sizes and materials, and locations of curb stops, hydrants and valves. Customers will also provide copies of its sanitary and storm sewer system plans.

3. Billing. The Town will bill Customer for any service provided. If an invoice remains unpaid for sixty (60) days, the Customer agrees that any unpaid bill for service will be charged to the tax roll as a special charge for current service pursuant to Wisconsin Statutes Section 66.0627 with no further notice.

4. No Warranty by Town. The Town makes no warranty regarding the work provided to the Customer. If the Town discovers defects in the Customer's private water system, the Customer is required to make said repairs at Customer's expense. Town will provide advice regarding actions needed to correct problems with Customer's water system. Furthermore, emergency services are not included in this agreement. The parties will discuss Customer's request for the Town to make any necessary repairs, but any additional repairs would be an additional charge to Customer and negotiated as a separate agreement. This agreement is limited to basic maintenance and inspection services only.

5. Indemnification. The Customer hereby agrees to release, indemnify, defend and hold harmless Town, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability alleged or proven, resulting from or arising out of the performance under this agreement by the Town, its officers, officials, employees, agents or assigns, unless cause by the Town of its officers, official, employees, agents or assigns negligence or willful misconduct. The Town does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

6. Limitation of Liability. In no event shall Town be liable for: (a) any indirect, special, punitive, incidental, or consequential loss or damage of any kind whatsoever; or (b) any loss of profits, loss of revenue, anticipated savings, loss of business arising directly or indirectly from this agreement whether such damages were reasonably foreseeable or foreseen. The parties further acknowledge and agree that in no event shall the Town be liable for damages of any nature exceeding the total fees paid for the services during the 12-month period preceding the incident giving rise to the claim for damages. The Town does not waive, and specifically reserves its right to assert all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

7. Authority. The parties entering into this Agreement have full authority to do so and agree to be bound by its provisions during the term hereof.

8. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Notice. All notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

TOWN:

Name and title: Kurt Minten Public Works Director
Address: 2400 Shady Court, Town of Lawrence, Wisconsin, 54115
Phone: 920-336-9131
Email: kurtm@lawrencewi.gov

CUSTOMER:

Name and title: _____
Address: _____
Phone: _____
Email: _____

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

14. Drafting. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity, or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

15. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances ("Force Majeure Event"). The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

16. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them about this Maintenance Agreement. This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed, or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the parties to amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Lawrence

By: _____

Name: Kurt Minten

Title: Public Works Director

Customer / Property Name

By: _____

Name: _____

Title: _____



Agenda Item Review

Meeting Date: 3/13/2023
Agenda Item#: 16

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: **Discussion on Upcoming Consideration of Room Tax/Short Term Rental Ordinance**

FISCAL IMPACT:

- | | |
|------------------------------|---|
| 1. Is there A Fiscal Impact? | <u>Yes, future revenues via tax/permits</u> |
| 2. Is it Currently Budgeted? | <u>No, program isn't created as of yet</u> |

Item History

We've discussed at the last two board meetings the topic of considering a room tax of 8% of gross proceeds to be implemented in the Town ahead of a future consideration of the Town's first hotel, along with short term rentals (less than 30 days) that already exist in the Town as being subject to such new regulations.

We do not have an ordinance that regulates room tax and short term rentals in this way, and will need to create it.

The Village of Wrightstown and Town of Scott have recently created a new Bay Area Room Tax Commission and Bay Area Tourism Zone for any municipalities outside of the historical and existing Green Bay Area Room Tax (Green Bay, De Pere, Ashwaubenon, etc).

Those documents outlining the creation of the Tourism Zone and new Room Tax Commission are attached for review, as well as the draft ordinances for Scott and Wrightstown as well.

Of the 8% tax on gross proceeds.... The Town would retain 25% of this room tax revenue in the future, with 70% going towards the identified tourism entity and 5% towards the Room Tax Commission.

We'll plan to review these items and draft ordinances/resolutions that may be necessary to be adopted by the Town in order to implement the room tax, regulations and necessary systems and infrastructure in order to join the Bay Area Room Tax Commission program.

Recommended Action:

Review only for this information, be prepared for discussion at the 3/13 meeting.

TOURISM ZONE AGREEMENT/CONTRACT

BAY AREA ROOM TAX ZONE

BAY AREA ROOM TAX COMMISSION

SEPTEMBER 2022

Resolution 09062022 - Creation of Bay Area Room Tax Zone and Bay Area Room Tax Commission

Pursuant to SS 66.0615 Wis. Stats., the municipalities of the Village of Wrightstown and Town of Scott enter into this agreement/contract for the purposes of coordinating tourism promotion and tourism development for a tourism zone.

Whereas, the Green Bay Area Room Tax Commission currently exists as a tourism zone and room tax commission including the municipalities of Green Bay, Ashwaubenon, Allouez, Bellevue, De Pere, Howard and Suamico.

Whereas, the municipalities of Town of Scott and Village of Wrightstown wish to create a tourism zone for surrounding Green Bay Area municipalities not currently participating in the existing Green Bay Area Room Tax Commission or Green Bay Area Room Tax Zone.

Whereas, Discover Green Bay is currently the approved Tourism Entity of the exiting Green Bay Area Room Tax Commission and Green Bay Area Room Tax Zone.

Whereas, the municipalities of Town of Scott, and Village of Wrightstown upon creation of this tourism zone, will also approve Discover Green Bay as the approved Tourism Entity for the new Bay Area Room Tax Zone.

Whereas, the contracting municipalities desire to create a room tax commission consistent with state statutes.

Whereas, the contracting municipalities agree and acknowledge the geographic area encompassing the municipalities is a single destination of surrounding and participating Green Bay Area municipalities that are not currently under agreement with the Green Bay Area Room Tax Commission or existing Green Bay Area Room Tax Zone.

Whereas the state legislature has established statutory guidelines for the collection of room tax, the promotion of tourism, and the make up of multiple jurisdiction room tax commissions which is set forth in SS 66.0615 Wis Stats.

Now therefore, for valuable consideration and mutual benefit, it is agreed by the contracting municipalities as follows:

1. That the geographic area encompassing the contracting municipalities is a single destination, of surrounding Green Bay Area municipalities that are not part of the existing Green Bay Area Room Tax Commission or Green Bay Area Room Tax Zone, as perceived by the traveling public, and therefore, a tourism zone, as that term is used in SS 66.0615 (1) (h), Wis. Stats.

2. That the Bay Area Room Tax Commission (the commission) is hereby established for the purpose of coordinating tourism promotion and tourism development for the Bay Area Tourism Zone (zone) under SS 66.0615, Wis. Stats.
3. That the Commission is established herein for the purposes of enforcing the collection of room tax, Budgeting for tourism services, contracting with the tourism entity under SS 66.0615 (1) (f), Wis. Stats. , in order for the tourism entity to obtain staff, support services and assistance in developing and implementing programs to promote the Zone to visitors, and do all the things necessary as provided for by State Statute.
4. That the Commission shall appoint Discover Green Bay as the tourism entity upon creation of the Bay Area Room Tax Zone and Commission.
5. That the Commission shall have the following powers rights and duties:
 - a. Monitoring the collection of room taxes from each municipality within the zone that imposes as room tax
 - b. Contracting with a tourism entity qualified under SS66.0615 (1) (f) Wis. Stats., to provide staff support services, development, and promotional services for the purpose of promoting the zone to visitors
 - c. Appointing additional members to the commission according to state statute.
 - d. Approving the tourism entity's plans and programs, the means of implementing, and the program budget.
 - e. Meeting regularly to review room tax collections and expenditures of the tourism entity, approving said expenditures and marketing plans.
 - f. Reporting delinquencies or inadequate reporting to the municipality that is due the tax
 - g. Collecting delinquent room taxes
6. It is anticipated that additional municipalities may join this agreement in the future, and the membership composition below will be adjusted accordingly as outlined in SS 66.0615 Wis. Stats. Membership shall be formally recognized upon the principal elected official of the municipality presenting verification of municipal council/board action of approval of a room tax ordinance and approval of a resolution to join the commission, and a majority vote of the current members of the commission to approve acceptance.
7. Membership on the commission shall be consistent with SS 66.0615 Wis. Stats, with the initial composition of the commission made up of the following members, to be appointed by the principal elected official in the municipality and confirmed per statute of the commission chairman:

Village of Wrightstown	1
Town of Scott	1
Wisconsin Hotel & Motel Industry (To be appointed by Commission Chairman)	2

8. The contracting municipalities shall enact such ordinances and resolutions necessary to satisfy this agreement and effect the contract with the commission provided for by SS 66.0615 Wis. Stats.
9. Each contracting municipality shall forward to the commission, for funding of tourism promotion or tourism development, an amount not less than the statutory amount required by SS 66.0615 Wis. Stats.
10. Any increase in the percentage of room tax put into effect during the life of this agreement will be remitted to the commission for tourism promotion and tourism development pursuant to requirements of SS 66.0615 Wis Stats.
11. Each contracting municipality, as a voting member of the Bay Area Room Tax Commission, shall vote to determine use and or payout of occupancy taxes collected, for the funding of tourism promotion and tourism development activities, less any administrative fee allowed to be retained by the municipality as per SS 66.0615 Wis Stats. This commission shall also vote to determine the percentage of funds allocated to the tourism entity, defined in this agreement as Discover Green Bay as per SS 66.0615 Wis Stats.
12. In signing this agreement, representatives of the respective municipalities represent and warrant this contract has been approved by the legislative body of that municipality and that appropriate authority rests in the signatories on behalf of the respective municipalities
13. The effective date of this agreement shall be the date upon which the last listed municipality so enters.

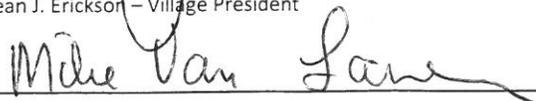
Dated this 6th of September, 2022.

Village of Wrightstown
By



Dean J. Erickson – Village President

Town of Scott
By



Mike Van Lane



2621 Jody Drive - New Franken, WI - 54229
Ph: (920) 406-9380 www.townofscott.com Fx: (920) 406-9381
clerk@townofscott.com

Resolution 2022-09-02 Bay Area Room Tax Commission

Pursuant to SS 66.0615 Wis. Stats., the municipalities of the Village of Wrightstown and Town of Scott enter into this agreement/contract for the purposes of coordinating tourism promotion and tourism development for a tourism zone.

Whereas, the Green Bay Area Room Tax Commission currently exists as a tourism zone and room tax commission including the municipalities of Green Bay, Ashwaubenon, Allouez, Bellevue, De Pere, Howard and Suamico.

Whereas, the municipalities of Town of Scott and Village of Wrightstown wish to create a tourism zone for surrounding Green Bay Area municipalities not currently participating in the existing Green Bay Area Room Tax Commission or Green Bay Area Room Tax Zone.

Whereas, Discover Green Bay is currently the approved Tourism Entity of the exiting Green Bay Area Room Tax Commission and Green Bay Area Room Tax Zone.

Whereas, the municipalities of Town of Scott, and Village of Wrightstown upon creation of this tourism zone, will also approve Discover Green Bay as the approved Tourism Entity for the new Bay Area Room Tax Zone.

Whereas, the contracting municipalities desire to create a room tax commission consistent with state statutes.

Whereas, the contracting municipalities agree and acknowledge the geographic area encompassing the municipalities is a single destination of surrounding and participating Green Bay Area municipalities that are not currently under agreement with the Green Bay Area Room Tax Commission or existing Green Bay Area Room Tax Zone.

Whereas the state legislature has established statutory guidelines for the collection of room tax, the promotion of tourism, and the make-up of multiple jurisdiction room tax commissions which is set forth in SS 66.0615 Wis Stats.

Now therefore, for valuable consideration and mutual benefit, it is agreed by the contracting municipalities as follows:

1. That the geographic area encompassing the contracting municipalities is a single destination, of surrounding Green Bay Area municipalities that are not part of the existing Green Bay Area Room Tax Commission or Green Bay Area Room Tax Zone, as perceived by the traveling public, and therefore, a tourism zone, as that term is used in SS 66.0615 (1) (h), Wis. Stats.

2. That the Bay Area Room Tax Commission (the commission) is hereby established for the purpose of coordinating tourism promotion and tourism development for the Bay Area Tourism Zone (zone) under SS 66.0615, Wis. Stats.
3. That the Commission is established herein for the purposes of enforcing the collection of room tax, Budgeting for tourism services, contracting with the tourism entity under SS 66.0615 (1) (f), Wis. Stats., in order for the tourism entity to obtain staff, support services and assistance in developing and implementing programs to promote the Zone to visitors, and do all the things necessary as provided for by State Statute.
4. That the Commission shall appoint Discover Green Bay as the tourism entity upon creation of the Bay Area Room Tax Zone and Commission.
5. That the Commission shall have the following powers rights and duties:
 - a. Monitoring the collection of room taxes from each municipality within the zone that imposes as room tax
 - b. Contracting with a tourism entity qualified under SS66.0615 (1) (f) Wis. Stats., to provide staff support services, development, and promotional services for the purpose of promoting the zone to visitors
 - c. Appointing additional members to the commission according to state statute.
 - d. Approving the tourism entity's plans and programs, the means of implementing, and the program budget.
 - e. Meeting regularly to review room tax collections and expenditures of the tourism entity, approving said expenditures and marketing plans.
 - f. Reporting delinquencies or inadequate reporting to the municipality that is due the tax
 - g. Collecting delinquent room taxes
6. It is anticipated that additional municipalities may join this agreement in the future, and the membership composition below will be adjusted accordingly as outlined in SS 66.0615 Wis. Stats. Membership shall be formally recognized upon the principal elected official of the municipality presenting verification of municipal council/board action of approval of a room tax ordinance and approval of a resolution to join the commission, and a majority vote of the current members of the commission to approve acceptance.
7. Membership on the commission shall be consistent with SS 66.0615 Wis. Stats, with the initial composition of the commission made up of the following members, to be appointed by the principal elected official in the municipality and confirmed per statute of the commission chairman:

Village of Wrightstown 1
Town of Scott 1
Wisconsin Hotel & Motel Industry 2

(To be appointed by Commission Chairman)
8. The contracting municipalities shall enact such ordinances and resolutions necessary to satisfy this agreement and effect the contract with the commission provided for by SS 66.0615 Wis. Stats.
9. Each contracting municipality shall forward to the commission, for funding of tourism promotion or tourism development, an amount not less than the statutory amount required by SS 66.0615 Wis. Stats.
10. Any increase in the percentage of room tax put into effect during the life of this agreement will be remitted to the commission for tourism promotion and tourism development pursuant to requirements of SS 66.0615 Wis Stats.
11. Each contracting municipality, as a voting member of the Bay Area Room Tax Commission, shall vote to determine use and or payout of occupancy taxes collected, for the funding of tourism promotion and tourism development activities, less any administrative fee allowed to be retained by the municipality as per SS 66.0615 Wis Stats. This commission shall also vote to

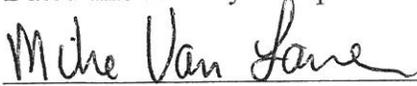
determine the percentage of funds allocated to the tourism entity, defined in this agreement as Discover Green Bay as per SS 66.0615 Wis. Stats.

12. In signing this agreement, representatives of the respective municipalities represent and warrant this contract has been approved by the legislative body of that municipality and that appropriate authority rests in the signatories on behalf of the respective municipalities
13. The effective date of this agreement shall be the date upon which the last listed municipality so enters.

Dated this 13th day of September, 2022.
Village of Wrightstown and By Town of Scott

BE IT FURTHER RESOLVED that this Resolution is permanently entered in the record of the proceedings of the Town of Scott, Brown County.

Dated this 13th day of September, 2022



Mike Van Lanen, Chairman



Kurt Baenen, Supervisor



Kenneth Jacobs, Supervisor



Cari Langenberg, Supervisor



Norm Stuebel, Supervisor



Attest: John J. Roth, Clerk



2621 Jody Drive - New Franken, WI - 54229
Ph: (920) 406-9380 www.townofscott.com Fx: (920) 406-9381
clerk@townofscott.com

September 14, 2022

Jason Hager, President, Bay Area Room Tax Commission

This letter is to certify that Al Herrman has been appointed to the Bay Area Room Tax Commission, representing the Town of Scott. This appointment was approved by the Town Board of the Town of Scott at their September 13, 2022 meeting.

Sincerely,

A handwritten signature in black ink that reads 'John J. Roth'.

John J. Roth
Clerk/Treasurer
Town of Scott
2621 Jody Drive
New Franken, WI 54229
920-406-9380
920-406-9381 (Fax)
clerk@townofscottbrownwi.gov
Population: 3679



Office of the Village Administrator
352 High St.
Wrightstown, WI 54180
Phone - 920-532-5567
Fax - 920-532-4564
www.tcoenen@wrightstown.us

September 7, 2022

To whom it may concern at the Bay Area Tax Commission,

I, Dean J. Erickson, Village President report to you that the Village board took action at the September 6, 2022 board meeting to appoint Travis Coenen, the village administrator, to be our representative on the Bay Area Room Tax Commission. The board approved the vote unanimously with confidence that Travis will serve both groups well.

Sincerely,

A handwritten signature in black ink, appearing to read "DJE".

Dean J. Erickson - Village President

9-7-2022

Date

ORDINANCE SUMMARY

Hotel, Motel, and Room Tax Ordinance

The Town of Scott will be gathering public input concerning the creation of a Hotel, Motel, and Room Tax. The intent of the ordinance is to tax the rental of lodging facilities, whether inns, motels, hotels, tourist rooms, tourist houses, summer camps, apartment hotels, resort lodges, cabins, and any other building in which accommodations are available to the public, except for accommodations rented for a continuous period more than one month.

SAMPLE

Chapter _____

Hotel, Motel, and Room Tax Ordinance

Based on 2021 Wisconsin State Statute 66.0615

12-3-134 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Customer means any person residing for a continuous period of time less than one month in a hotel, motel or furnished accommodation available to the public.

Gross receipts means, insofar as applicable, as defined in Wis. Stats. § 77.51(4)(a), (b) and (c).

Hotel or motel means a building or group of buildings in which the public may obtain accommodations for a consideration including, without limitation, inns, motels, hotels, tourist rooms, tourist houses or courts, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins and any other building in which accommodations are available to the public, except accommodations including mobile homes as defined in Wis. Stats. § 66.0435(1)(d), rented for a continuous period of more than one month and accommodations furnished by hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided no part of the net earnings of such corporations and associations inure to the benefit of any private shareholder or individual.

One month means a calendar month or 30 days, whichever is less, counting the first day of the rental and not counting the last day of the rental.

Person responsible means the sole owner of the business subject to this article; the partners if a partnership owns the business subject to this article, the corporate president or designated general manager or agent if a corporation owns the business subject to this article.

Transient means any person residing for a continuous period of less than one month in a hotel, motel or other furnished accommodations available to the public.

Such other definitions as contained in s 66.0615.

12-3-135 Tax Imposed

Pursuant to Wis. Stats. § 66.0615 *(1m)(a)*, a tax is imposed on the privilege of furnishing at retail rooms or lodging to customers by hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodation. Such tax shall be at the rate of *eight* percent of the gross receipts from such retail furnishing of rooms or lodging. Such tax shall be collected from the customer when the customer's bill is paid, and shall be paid by the person responsible to *the Financial Custodian as directed by* the Town clerk-treasurer on a monthly basis. Such tax shall not be subject to the selective sales tax imposed by Wis. Stats. § 77.52(2). The proceeds of such tax shall be remitted to and received by *the Financial*

Custodian monthly on or before the 20th day of the following month.

- (A) Such tax shall be distributed as provided by resolution of the board.

12-3-136 Permit

Every person furnishing rooms or lodging under section 12-135 shall file with the clerk-treasurer an application for each place of business. Every application shall be made upon a form prescribed by the treasurer and shall set forth the name under which the applicant intends to transact business, location of the place of business and such other information as the treasurer requires. The application shall be signed by the owner, if a sole proprietor, or, if not a sole proprietor, by the person responsible who is authorized to act on behalf of the business.

12-3-137 Tax Number

The clerk-treasurer shall issue to each applicant a separate number for each place of business within the Town. Such number is not assignable and is valid only for the person in whose name it is issued and for the collection of the room tax at the place designated therein.

12-3-138 Records Retention

Every person liable for the tax imposed by this article shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as required by the clerk-treasurer and the State of Wisconsin.

12-3-139 Filing Returns

- (A) *Returns to be filed.* Returns shall be filed with the clerk-treasurer by persons subject to section 12-135 on or before the day such tax is due and payable. The return shall show the gross receipts from such retail furnishing of rooms or lodging of the preceding calendar month, the amount of tax imposed and such other information as the treasurer deems necessary for administrative purposes. An annual return shall be filed within 90 days of the close of each calendar or fiscal year and shall contain such information as the clerk-treasurer requires to administer this section. Each return shall be signed by the person required to file a return or an authorized agent, but need not be verified by oath. The clerk-treasurer may for good cause extend the time of filing any return, but not longer than 30 days from the filing date.
- (B) *Failure to file.* If any person required to make a return fails, neglects or refuses to do so for the amount and in the manner, form and time prescribed herein, the clerk-treasurer, according to their best judgment, shall determine the amount of the tax due the Town and make a dooming assessment upon the person who fails to file and pay on a timely basis. Each person whose tax is determined by the clerk-treasurer shall pay the amount determined plus interest at the rate of one percent per month on the unpaid balance. No refund or modification of the payment as determined by the clerk-treasurer may be granted until the person files a correct room tax return and permits the clerk-treasurer or an authorized agent to inspect and audit the records of the business required to be kept in section 12- 138.
- (C) *Late filing fee.* In addition to any other forfeiture provided herein, whether imposed or not, a

forfeiture of \$100.00 shall be imposed upon and collected from any person each time such person fails to file the return required in subsection (A) of this section on a timely basis.

12-3-140 Clerk-Treasurer's Right of Inspection, Audit, and Cure.

- (A) Whenever the clerk-treasurer has probable cause to believe that the correct amount of room tax has not been assessed upon and collected from customers or that the tax return is not correct, the clerk-treasurer may cause an inspection and audit of the financial records of any person subject to section 12-135 to determine whether or not the correct amount of room tax is assessed, collected and paid according to sections 12-135 and 12-139
- (B) If any person subject to section 12-135 fails to comply with a request by the clerk-treasurer or an authorized agent to inspect and audit the person's financial records as in subsection (a) of this section, such person shall be subject to a forfeiture in the amount of five percent of the tax due the Town at the time of the audit.
- (C) If any person subject to section 12-135 fails to comply with a request by the clerk-treasurer or an authorized agent to inspect and audit the person's financial records as in subsections (a) or (b) of this section, such person shall be subject to any other forms of cure identified below and as permitted under Wisconsin statutes applicable at that time.

12-3-141 Confidentiality

Information obtained under this article shall be confidential, except the clerk-treasurer may provide information to persons using the information in the discharge of duties imposed by law, the duties of their office, such as the duties of the office of room tax commissioner, or by order of a court. The clerk-treasurer may publish statistics classified so as not to disclose the identity of particular returns. Any person who violates any provision of this section shall forfeit not less than \$100.00 nor more than \$500.00.

12-3-142 Administration and Payment of Taxes

This section shall be administered by the clerk-treasurer and the finance committee. The tax imposed for the month is due and payable on the 20th day of the month following the collection of the tax from the customer under section 12-135.

12-3-143 Failure to Pay Tax When Due

- (A) *Forfeitures.* In addition to the forfeitures provided in this chapter and the tax due under this article, a forfeiture of 25 percent of the room tax due for the previous year under section 12-135 or \$5,000.00, whichever is less, shall be imposed upon any person or business that allows the monthly tax imposed to be delinquent under this article.
- (B) *Delinquent taxes.* The tax imposed by this article shall become delinquent if not paid within 30 days after the due date of the return or within 30 days after the expiration of an extension prior

if one has been granted. If a return is filed late or there is no return filed, the due date for the taxes imposed is the due date of the return.

- (C) *Security may be required.* In order to protect the revenue of the Town, the Town clerk-treasurer shall require any person liable for the tax imposed by this section, who fails to pay the tax as herein required, to file with the treasurer before or after the permit is issued such security not in excess of \$5,000.00 cash or a surety bond equal to the prior months tax as the Town clerk-treasurer may refuse or revoke its permit. If any taxpayer is delinquent in the payment of the taxes imposed by this section, the Town clerk-treasurer may, upon ten days notice and after giving the taxpayer an opportunity to confer, recover the taxes, interest and penalties from the security or surety placed with the Town clerk-treasurer by such taxpayer. No interest shall be paid or allowed by the Town to any person for the deposit of such security.

SAMPLE

Sub. Sec. 12.9 - ROOM TAX REGULATIONS

Sub. Sec. 12.9a - Room tax- Outagamie County.

- (a) *Definitions.* In addition to the terms defined in this section, the terms used in this article shall have the definitions, if any, set forth in the Room Tax Act (as defined below).

CVB shall mean the Fox Cities Convention and Visitors Bureau, Inc., a Wisconsin nonstock corporation, and its successors.

Fiscal agent shall mean a financial institution acting in the capacity as an agent, on behalf of the village, for the receipt and allocation of the room taxes in accordance with this article.

Fiscal agency agreement shall mean an agreement entered into by and among the municipalities and the fiscal agent that sets forth the duties of the fiscal agent with respect to the room taxes as described in this article.

Operators shall mean hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, which are located in the village and are obligated to pay room taxes under this article.

Pledge agreement shall mean any pledge agreement entered into by the municipalities and the CVB, pursuant to which a portion of the room tax is pledged to support tourism and visitors bureau initiatives.

Quarterly payment date shall mean each January 31, April 30, July 31, and October 31, each of which is the last day of the month next succeeding the end of a calendar quarter.

Room tax shall mean a tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by the operators, pursuant to the Room Tax Act.

Room Tax Act shall mean Wis. Stats. § 66.0615, as amended from time to time.

- (b) *Imposition of room tax.* Pursuant to the Room Tax Act, there is hereby imposed a eight percent room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients, by the operators. Operators shall remit all room taxes to (i) the village's Clerk/Treasurer or (ii) to a fiscal agent on behalf of the village pursuant to a fiscal agency agreement in accordance with the requirements of this article and the Room Tax Act. Such eight percent room tax shall be allocated as follows:
- (i) A six percent room tax shall be imposed and allocated toward the support of the CVB, to be used for the promotion of the Fox Cities Tourism Zone as a tourism destination (the "CVB Room Tax").
 - (ii) A two percent room tax shall be imposed and retained by the village to be used for general tourism support and development in the village in accordance with the requirements of the Room Tax Act (the "municipal room tax").

The village or its fiscal agent shall forward the room taxes it has received, to be used as described above, to the following parties: (i) the CVB Room Tax to the CVB, (ii) the municipal room tax to the village.

- (d) *Priority of payment.* In the event any operator fails to remit the entire room tax amounts due on any quarterly payment date under this article, the village directs that the amounts actually received by the village (or its fiscal agent) shall be applied in the following priority order:
- (1) First, to the CVB room tax until paid in full;
 - (2) Second, and to the municipal room tax.

-
- (e) *Tourism entity.* The CVB shall act as the "tourism entity," as that term is defined in the Room Tax Act, for purposes of providing staff, support services and assistance to the room tax commission in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, as more fully set forth in an agreement between the room tax commission and the CVB. The CVB may also hold and administer the tourism facilities room tax on behalf of the room tax commission in furtherance of the purpose of the tourism facilities room tax, except when a related pledge agreement is in effect.
- (f) *Collection and administration of room tax; operator reports.* This article shall be administered by the village's clerk. The room tax imposed by this article shall be payable on each quarterly payment date to the village (or to a fiscal agent on behalf of the village pursuant to a fiscal agency agreement). A report shall be filed by each operator with the village's Clerk/Treasurer (or with a fiscal agent) on or before each quarterly payment date. Such report shall show the gross room receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of room tax imposed for such period, and such other information as the village deems necessary. Every operator required to file such quarterly report shall, with its first report, elect to file an annual report based on either the calendar year or its fiscal year. Such annual report shall be filed within 90 days after the close of each such calendar or fiscal year. The annual report shall summarize the quarterly reports, shall reconcile and adjust for errors in the quarterly reports, and shall contain certain such additional information, as the village requires. Such annual reports shall be signed by a representative of the operator or its duly authorized agent, but need not be verified by oath. The village may, for good cause, extend the due date for filing any report, but in no event shall such extension be longer than one month after the due date.
- (g) *Rental application required.* Every operator is required under this ordinance to file with the village's clerk an application for a permit for each place of business that is required to pay room tax hereunder. Every application for a permit shall be submitted to the village's clerk using a form prescribed by the village and shall set forth the name under which the operator transacts or intends to transact business, the location of its place of business, and such other information as the village requires. The application shall be signed by the owner if the operator is a sole proprietor and, if not a sole proprietor, by an authorized representative of such operator. Together with the permit application, each operator shall pay the village an initial fee of \$500.00 for each permit plus \$250 for each additional unit. A permit issued hereunder is non-transferable.
Chapter 123-2A(M)
- (h) *Penalty for violations.* In addition to the schedule of forfeiture described in subsection (j) hereof, any operator in violation of the terms of this ordinance by failing to obtain a permit shall be subject to a penalty in accordance to Chapter 102-1, §CH 123-2a for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this article. Any operator deemed to have violated any of the provisions of this article shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement. The village may revoke or suspend any permit issued hereunder for failure to comply with the provisions hereof.
- (i) *Liability for room tax on sale or transfer of business.* If any operator sells or transfers all or substantially all of its interest in its hotel, motel or other lodging accommodation, its successors or assigns shall withhold sufficient amounts from the purchase price to pay any amount of room tax liability due through the sale or transfer date until the operator produces a receipt from the village's treasurer that its liability has been paid in full or a certificate stating that no room tax amount is due. If a successor operator fails to withhold such amount from the purchase price as required, such successor operator shall become liable for payment of the room tax amount it is required to withhold.
- (j) *Schedule of forfeiture.* In addition to paying the room taxes due hereunder, any operator that has failed to pay any room tax when due shall be required to pay a forfeiture in an amount equal to 25 percent of the room tax due from the operator to the village for the previous year and unpaid, or \$5,000.00, whichever is less, for failure to pay the room tax due hereunder.

-
- (k) *Confidentiality of information.* To the extent permitted under the law, the information provided to the village under Wis. Stats. § 66.0615(2) shall remain confidential; provided, however, that the village or any employee thereof may use such information in the discharge of duties imposed by law or of the duties of their office or by order of a court. Persons violating the provisions of this subsection may be required to forfeit not less than \$100.00 nor more than \$500.00.
- (l) *Enforcement.* The village shall enforce this article in accordance with the Room Tax Act.

Sub. Sec. 12.9b - Room tax- Brown County.

- (a) *Definitions.* In addition to the terms defined in this section, the terms used in this article shall have the definitions, if any, set forth in the Room Tax Act (as defined below).

CVB shall mean the Bay Area Tax Commission, a Wisconsin nonstock corporation, and its successors.

Fiscal agent shall mean a financial institution acting in the capacity as an agent, on behalf of the village, for the receipt and allocation of the room taxes in accordance with this article.

Fiscal agency agreement shall mean an agreement entered into by and among the municipalities and the fiscal agent that sets forth the duties of the fiscal agent with respect to the room taxes as described in this article.

Operators shall mean hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public, which are located in the village and are obligated to pay room taxes under this article.

Pledge agreement shall mean any pledge agreement entered into by the municipalities and the CVB, pursuant to which a portion of the room tax is pledged to support tourism and visitors bureau initiatives.

Quarterly payment date shall mean each January 31, April 30, July 31, and October 31, each of which is the last day of the month next succeeding the end of a calendar quarter.

Room tax shall mean a tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by the operators, pursuant to the Room Tax Act.

Room Tax Act shall mean Wis. Stats. § 66.0615, as amended from time to time.

- (b) *Imposition of room tax.* Pursuant to the Room Tax Act, there is hereby imposed a eight percent room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients, by the operators. Operators shall remit all room taxes to (i) the village's Clerk/Treasurer or (ii) to a fiscal agent on behalf of the village pursuant to a fiscal agency agreement in accordance with the requirements of this article and the Room Tax Act. Such eight percent room tax shall be allocated as follows:
- (i) A six percent room tax shall be imposed and allocated toward the support of the CVB, to be used for the promotion of Bay Area Tourism Zone as a tourism destination (the "CVB Room Tax").
 - (ii) A two percent room tax shall be imposed and retained by the village to be used for general tourism support and development in the village in accordance with the requirements of the Room Tax Act (the "municipal room tax").

The village or its fiscal agent shall forward the room taxes it has received, to be used as described above, to the following parties: (i) the CVB Room Tax to the CVB, (ii) the municipal room tax to the village.

- (d) *Priority of payment.* In the event any operator fails to remit the entire room tax amounts due on any quarterly payment date under this article, the village directs that the amounts actually received by the village (or its fiscal agent) shall be applied in the following priority order:

-
- (1) First, to the CVB room tax until paid in full;
 - (2) Second, and to the municipal room tax.
- (e) *Tourism entity.* The CVB shall act as the "tourism entity," as that term is defined in the Room Tax Act, for purposes of providing staff, support services and assistance to the room tax commission in developing and implementing programs to promote the Bay Area Tourism Zone to visitors, as more fully set forth in an agreement by the Bay Area Room Tax Commission (CVB). The CVB may also hold and administer the tourism facilities room tax in furtherance of the purpose of the tourism facilities room tax, except when a related pledge agreement is in effect.
- (f) *Collection and administration of room tax; operator reports.* This article shall be administered by the village's clerk. The room tax imposed by this article shall be payable on each quarterly payment date to the village (or to a fiscal agent on behalf of the village pursuant to a fiscal agency agreement). A report shall be filed by each operator with the village's Clerk/Treasurer (or with a fiscal agent) on or before each quarterly payment date. Such report shall show the gross room receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of room tax imposed for such period, and such other information as the village deems necessary. Every operator required to file such quarterly report shall, with its first report, elect to file an annual report based on either the calendar year or its fiscal year. Such annual report shall be filed within 90 days after the close of each such calendar or fiscal year. The annual report shall summarize the quarterly reports, shall reconcile and adjust for errors in the quarterly reports, and shall contain certain such additional information, as the village requires. Such annual reports shall be signed by a representative of the operator or its duly authorized agent, but need not be verified by oath. The village may, for good cause, extend the due date for filing any report, but in no event shall such extension be longer than one month after the due date.
- (g) *Rental application required.* Every operator is required under this ordinance to file with the village's clerk an application for a permit for each place of business that is required to pay room tax hereunder. Every application for a permit shall be submitted to the village's clerk using a form prescribed by the village and shall set forth the name under which the operator transacts or intends to transact business, the location of its place of business, and such other information as the village requires. The application shall be signed by the owner if the operator is a sole proprietor and, if not a sole proprietor, by an authorized representative of such operator. Together with the permit application, each operator shall pay the village an initial fee of \$500.00 for each permit plus \$250 for each additional unit. A permit issued hereunder is non-transferable.
Chapter 123-2A(M)
- (h) *Penalty for violations.* In addition to the schedule of forfeiture described in subsection (j) hereof, any operator in violation of the terms of this ordinance by failing to obtain a permit shall be subject to a penalty in accordance to Chapter 102-1, §CH 123-2a for each violation. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this article. Any operator deemed to have violated any of the provisions of this article shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement. The village may revoke or suspend any permit issued hereunder for failure to comply with the provisions hereof.
- (i) *Liability for room tax on sale or transfer of business.* If any operator sells or transfers all or substantially all of its interest in its hotel, motel or other lodging accommodation, its successors or assigns shall withhold sufficient amounts from the purchase price to pay any amount of room tax liability due through the sale or transfer date until the operator produces a receipt from the village's treasurer that its liability has been paid in full or a certificate stating that no room tax amount is due. If a successor operator fails to withhold such amount from the purchase price as required, such successor operator shall become liable for payment of the room tax amount it is required to withhold.
- (j) *Schedule of forfeiture.* In addition to paying the room taxes due hereunder, any operator that has failed to pay any room tax when due shall be required to pay a forfeiture in an amount equal to 25 percent of the

room tax due from the operator to the village for the previous year and unpaid, or \$5,000.00, whichever is less, for failure to pay the room tax due hereunder.

- (k) *Confidentiality of information.* To the extent permitted under the law, the information provided to the village under Wis. Stats. § 66.0615(2) shall remain confidential; provided, however, that the village or any employee thereof may use such information in the discharge of duties imposed by law or of the duties of their office or by order of a court. Persons violating the provisions of this subsection may be required to forfeit not less than \$100.00 nor more than \$500.00.
- (l) *Enforcement.* The village shall enforce this article in accordance with the Room Tax Act.

Secs. 12.10 -12.15 Reserved.

DRAFT

December 18, 2022

Bay Area Room Tax Commission
Bay Area Tourism Zone
2155 Holmgren Way
Ashwaubenon, WI 54304
Travis Coenen (Wrightstown) – Chairman
Terri Lewis – Secretary

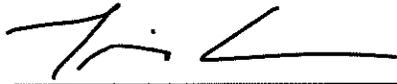
Associated Trust
200 N. Adams St
Green Bay, WI 54301
Attn: Eric Wied - Fiduciary Officer, VP

RE: FUND DISTRIBUTION DIRECTION ASSOCIATED TRUST - BAY AREA ROOM TAX COMMISSION

Pursuant to resolutions by the Village of Wrightstown and Town of Scott, in the establishment of the Bay Area Tourism Zone, and the Bay Area Room Tax Commission, and approved ordinances to begin collection a municipal room tax of 8% starting January 1, and by unanimous vote of the commissioners at the Dec 15th 2022 BARTC meeting, the following financial direction was confirmed for Associated Trust.

- Room Tax collections shall begin on Jan 1 2022, with a 60 day no-penalty compliance period to allow for notification and transition to those businesses or STR residences (entities) required to collect and remit a room tax
- Entities required to collect and remit room tax will submit the payment and approved reporting form to Associated Trust on behalf of the corresponding municipality - This will be required MONTHLY as outlined on the report.
- Associated Trust will manage collection of funds and reporting on a MONTHLY basis, and on a QUARTERLY basis will distribute funds in the following manner:
 - 70% to Discover Green Bay (the approved Tourism Entity)
 - 30% to the municipality of the entity reporting (as per state room tax law)
- Associated Trust will submit reports to the BARTC municipalities outlining the payments and reports collected and distributed on a QUARERLY basis.
- Annual fees assessed by Associate Trust on the management of the accounts (\$300 annual per municipality) will be assessed at the end of the calendar year (Dec) and if the account balances cannot cover the fee, the municipalities have agreed to pay the costs directly from the municipal operating account (Wrightstown and Scott)
- At any time, WI state room tax law shall prevail and require a review of this agreement and amended direction on fund reporting, collection and distribution by the BARTC and Associated Trust.

This financial direction to Associated Trust shall remain in place from this date forward, until written notification is received by Associated Trust, from the Chairman of the BARTC as approved by the voting commissioners of the BARTC.



12/20/2022

Chairman - Travis Coenen
Bay Area Room Tax Commission
Bay Area Room Tax Zone



Secretary
Bay Area Room Tax Commission
Bay Area Room Tax Zone