

Town of Lawrence  
Town Board Meeting  
Town Hall 2400 Shady Court, De Pere WI 54115  
Monday, November 27, 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. Consideration of payment of due invoices.
7. Consider minutes of October 23, 2023 and November 13, 2023 Town Board Meetings
8. Consideration and Possible Action on Opting out of 3M/Dupont PFAS Class Action Litigation
9. Consideration of 2024 Garbage/Recycling Collection Agreement – GFL
10. Update on Schedule and Pricing for New Snowplow Truck – Expected Spring 2024
11. Consideration of Request for Nutmeg Dr Extension Special Assessment Repayment Plan – Parcel L-161-1-1 – (C & L Wagner)
12. Update on Full Water Rate Study – PSC Submittal
13. Administrator/Staff Reports
14. Future Agenda Items
15. **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 Development, Potential Land Sales - Parcel L-2278- GB Rugby, Parcel L-2281 – Sports Emporium, Parcel L-2186-1 on American Blvd and Parcel L-452 on French Rd/Beck Way*)
16. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
17. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

*Posted at the following on November 22, 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.

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>AIT Business Technologies, LLC</b>								
869	AIT Business Technologies, LLC	46484	IT Services	09/30/2023	238.20	.00		
Total AIT Business Technologies, LLC:					238.20	.00		
<b>Amundsen Davis LLC</b>								
1108	Amundsen Davis LLC	734251	Sports Emporium Rev. Bond	10/06/2023	564.00	.00		
1108	Amundsen Davis LLC	734251	TID 3 Creation	10/06/2023	822.50	.00		
1108	Amundsen Davis LLC	739166	TID 3 Creation	11/13/2023	329.00	.00		
1108	Amundsen Davis LLC	739166	Sports Emporium	11/13/2023	540.50	.00		
Total Amundsen Davis LLC:					2,256.00	.00		
<b>Bergstrom Ford of Green Bay</b>								
1152	Bergstrom Ford of Green Bay	805020	Truck F3 Maintenance	11/08/2023	483.68	.00		
Total Bergstrom Ford of Green Bay:					483.68	.00		
<b>Brown County Port &amp; Resource Recovery</b>								
73	Brown County Port & Resource R	55724	Trash Collection	10/31/2023	8,391.33	.00		
73	Brown County Port & Resource R	55724	Recycling	10/31/2023	213.98	.00		
73	Brown County Port & Resource R	55724	Street Sweeping	10/31/2023	906.30	.00		
Total Brown County Port & Resource Recovery:					9,511.61	.00		
<b>Central Brown County Water Authority</b>								
93	Central Brown County Water Auth	3405	October Water Billing	11/07/2023	42,727.85	.00		
Total Central Brown County Water Authority:					42,727.85	.00		
<b>City of De Pere</b>								
99	City of De Pere	111023	3rd Qtr Water Usage	11/10/2023	11,463.83	.00		
Total City of De Pere:					11,463.83	.00		
<b>Clean Water Testing LLC</b>								
102	Clean Water Testing LLC	9008130106	Water Testing	11/10/2023	48.00	.00		
102	Clean Water Testing LLC	9008156047	Water Testing	11/16/2023	48.00	.00		
Total Clean Water Testing LLC:					96.00	.00		
<b>Clifton Larson Allen LLP</b>								
887	Clifton Larson Allen LLP	3965013	Water Rate Case/Study Work	11/20/2023	3,465.00	.00		
Total Clifton Larson Allen LLP:					3,465.00	.00		
<b>Crosby Heavy Duty Wrecker Service</b>								
823	Crosby Heavy Duty Wrecker Servi	66148	Tow Dump Truck	11/10/2023	310.00	.00		
Total Crosby Heavy Duty Wrecker Service:					310.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Derouin, William</b>								
468	Derouin, William	111723	Loads of Grass	11/17/2023	1,600.00	.00		
468	Derouin, William	112223	Loads of Grass	11/22/2023	200.00	.00		
Total Derouin, William:					1,800.00	.00		
<b>Ehlers and Associates</b>								
688	Ehlers and Associates	95732	TID 3 Creation	11/09/2023	16,500.00	.00		
Total Ehlers and Associates:					16,500.00	.00		
<b>Engebos Heating &amp; Cooling, Inc</b>								
146	Engebos Heating & Cooling, Inc	1920	Town Hall Equipment Maintenan	11/16/2023	894.00	.00		
146	Engebos Heating & Cooling, Inc	SD706	Town Hall HVAC Repair	11/16/2023	1,014.27	.00		
Total Engebos Heating & Cooling, Inc:					1,908.27	.00		
<b>Gannett Media Corp</b>								
175	Gannett Media Corp	0005947011	Public Notices	10/31/2023	392.38	.00		
Total Gannett Media Corp:					392.38	.00		
<b>GFL Solid Waste Midwest, LLC</b>								
1015	GFL Solid Waste Midwest, LLC	U60000183316	Recycling Pick Up	11/20/2023	7,346.61	.00		
1015	GFL Solid Waste Midwest, LLC	U60000183316	Trash Pick Up	11/20/2023	12,479.28	.00		
Total GFL Solid Waste Midwest, LLC:					19,825.89	.00		
<b>Green Bay Metropolitan Sewage District</b>								
192	Green Bay Metropolitan Sewage	2155	Services for October	11/13/2023	59,534.26	.00		
Total Green Bay Metropolitan Sewage District:					59,534.26	.00		
<b>Kodiak Excavating Inc</b>								
254	Kodiak Excavating Inc	3414	Yard Waste Disposal	11/14/2023	1,110.00	.00		
Total Kodiak Excavating Inc:					1,110.00	.00		
<b>Konop Beverages, Inc</b>								
255	Konop Beverages, Inc	462422	Water Town Hall	11/16/2023	25.50	.00		
Total Konop Beverages, Inc:					25.50	.00		
<b>McMahon Associates, Inc.</b>								
285	McMahon Associates, Inc.	00930741	Orange Lane Utility Relocate-TID	05/19/2023	1,985.00	.00		
285	McMahon Associates, Inc.	00930742	French Ct. Water & Sewer	05/19/2023	415.50	.00		
285	McMahon Associates, Inc.	00930742	French Ct. Water & Sewer	05/19/2023	415.50	.00		
285	McMahon Associates, Inc.	00930743	Packerland Water & Sewer - TID	05/19/2023	1,369.90	.00		
285	McMahon Associates, Inc.	00930745	Nutmeg Drive - TID 2	05/19/2023	6,943.90	.00		
285	McMahon Associates, Inc.	00930775	Lawrence Parkway North Pond D	05/22/2023	4,781.40	.00		
285	McMahon Associates, Inc.	00930776	Mid Valley Water/Sewer - TID 3	05/22/2023	25,545.55	.00		
285	McMahon Associates, Inc.	00931859	Orange Lane Utility Relocate-TID	08/25/2023	3,314.50	.00		
285	McMahon Associates, Inc.	00932175	Lawrence Parkway Phase II-TID 1	09/20/2023	4,871.55	.00		
285	McMahon Associates, Inc.	00932176	North Tigerwood Extension	09/20/2023	634.50	.00		
285	McMahon Associates, Inc.	00932177	Nutmeg Drive - TID 2	09/20/2023	987.09	.00		
285	McMahon Associates, Inc.	00932178	TID 3 Creation	09/20/2023	900.00	.00		
285	McMahon Associates, Inc.	00932179	Orange Lane Utility Relocate-TID	09/20/2023	3,981.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
285	McMahon Associates, Inc.	00932182	Mid Valley Water/Sewer - TID 3	09/20/2023	20,541.93	.00		
285	McMahon Associates, Inc.	00932311	Storm Pond Services	09/27/2023	2,180.20	.00		
285	McMahon Associates, Inc.	00932632	Autumn Fields Condos - Billable	10/20/2023	6,177.60	.00		
285	McMahon Associates, Inc.	00932634	TID 3 Creation	10/20/2023	577.00	.00		
285	McMahon Associates, Inc.	00932635	Mid Valley Water/Sewer - TID 3	10/20/2023	7,531.22	.00		
285	McMahon Associates, Inc.	00932636	Scheuring Rd Urbanization-TID 2	10/20/2023	254.00	.00		
285	McMahon Associates, Inc.	00932637	Little Rapids Subdivision Plat	10/20/2023	5,722.40	.00		
285	McMahon Associates, Inc.	00932638	Lawrence Parkway Phase II-TID 1	10/20/2023	3,050.55	.00		
285	McMahon Associates, Inc.	00932690	Water Tower Inspection	10/26/2023	558.00	.00		
285	McMahon Associates, Inc.	00932836	Lawrence Parkway Phase II-TID 1	11/09/2023	1,133.36	.00		
285	McMahon Associates, Inc.	00932845	Scheuring Rd Urbanization-TID 2	11/09/2023	101.60	.00		
285	McMahon Associates, Inc.	00932848	Mid Valley Water/Sewer - TID 3	11/09/2023	15,130.20	.00		
285	McMahon Associates, Inc.	00932852	Packerland Water & Sewer - TID	11/09/2023	1,850.80	.00		
285	McMahon Associates, Inc.	00932853	Orange Ln Utility Relocate - TID 2	11/09/2023	2,993.80	.00		
285	McMahon Associates, Inc.	00932945	Mahogany Condo Pond Project	11/10/2023	4,781.80	.00		
285	McMahon Associates, Inc.	00932946	Sharper Edge SW Review	11/10/2023	1,377.00	.00		
285	McMahon Associates, Inc.	00932947	Parkway South Pond	11/10/2023	5,482.60	.00		
285	McMahon Associates, Inc.	00932984	Storm Pond Services	11/10/2023	2,882.50	.00		
285	McMahon Associates, Inc.	00932991	Illicit Discharge	11/13/2023	190.50	.00		
285	McMahon Associates, Inc.	00933057	Little Rapids Subdivision Plat	11/15/2023	419.60	.00		
Total McMahon Associates, Inc.:					139,082.05	.00		
<b>Olson Trailer &amp; Body LLC</b>								
1154	Olson Trailer & Body LLC	78712	New Plow Truck Equipment Paym	11/11/2023	52,580.00	.00		
Total Olson Trailer & Body LLC:					52,580.00	.00		
<b>P&amp;K Flatwork Inc.</b>								
1153	P&K Flatwork Inc.	195	Curb & Gutter	11/15/2023	15,640.00	.00		
1153	P&K Flatwork Inc.	195	Curb & Gutter	11/15/2023	1,450.00	.00		
Total P&K Flatwork Inc.:					17,090.00	.00		
<b>Pro One Janitorial Inc</b>								
342	Pro One Janitorial Inc	204558	Monthly cleaning - December	11/20/2023	565.00	.00		
Total Pro One Janitorial Inc:					565.00	.00		
<b>Quill Corporation</b>								
349	Quill Corporation	35526844	Office Supplies-General Fund	11/06/2023	36.49	.00		
349	Quill Corporation	35526844	Office Supplies-Sewer Fund	11/06/2023	18.24	.00		
349	Quill Corporation	35526844	Office Supplies-Water Fund	11/06/2023	18.25	.00		
349	Quill Corporation	35578272	Building Inspection Supplies	11/08/2023	62.95	.00		
Total Quill Corporation:					135.93	.00		
<b>Village of Hobart</b>								
450	Village of Hobart	103123	Judge Salary	11/10/2023	233.33	.00		
450	Village of Hobart	103123	Grants	11/10/2023	2,834.54-	.00		
450	Village of Hobart	103123	Police Vehicle Maintenance	11/10/2023	107.51	.00		
450	Village of Hobart	103123	Mun Court Retirement	11/10/2023	58.33	.00		
450	Village of Hobart	103123	Court Clerk Wages	11/10/2023	857.69	.00		
450	Village of Hobart	103123	Police/Adm Payroll Taxes	11/10/2023	2,487.77	.00		
450	Village of Hobart	103123	Police Supplies	11/10/2023	486.49	.00		
450	Village of Hobart	103123	Municipal Attorney	11/10/2023	1,511.99	.00		
450	Village of Hobart	103123	Police Seminars/Conf/Training	11/10/2023	50.00-	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
450	Village of Hobart	103123	Police Retirement Expense	11/10/2023	4,205.03	.00		
450	Village of Hobart	103123	Law & Ordinance Violations	11/10/2023	2,559.77-	.00		
450	Village of Hobart	103123	Blood Draws	11/10/2023	24.33-	.00		
450	Village of Hobart	103123	Background Checks	11/10/2023	7.10	.00		
450	Village of Hobart	103123	Telephone/Cell/Radios	11/10/2023	850.09	.00		
450	Village of Hobart	103123	Insurance Reimbursement	11/10/2023	92.23	.00		
450	Village of Hobart	103123	Court Seminars/Conference/Educ	11/10/2023	123.62	.00		
450	Village of Hobart	103123	Police Vehicle Lease	11/10/2023	985.08	.00		
450	Village of Hobart	103123	Court Supplies	11/10/2023	66.48	.00		
450	Village of Hobart	103123	Court Health/Dental/Life/WC	11/10/2023	2.02	.00		
450	Village of Hobart	103123	Police/Admin Salaries	11/10/2023	33,643.98	.00		
450	Village of Hobart	103123	Police Uniforms	11/10/2023	218.50	.00		
450	Village of Hobart	103123	Mun Court Payroll Taxes	11/10/2023	83.46	.00		
450	Village of Hobart	103123	Health, Dental, Life, Wrk comp	11/10/2023	5,752.54	.00		
Total Village of Hobart:					46,304.60	.00		
<b>Wisconsin Towns Association</b>								
477	Wisconsin Towns Association	111023	2023 Town Advocacy Council Me	11/10/2023	1,708.50	.00		
Total Wisconsin Towns Association:					1,708.50	.00		
Grand Totals:					429,114.55	.00		

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

## Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.

**Town of Lawrence**  
**Proceedings of the Regular Town Board Meeting**  
**Town Hall, 2400 Shady Court, De Pere WI**  
**Monday, October 23, 2023**

**1. Call to Order**

- a. 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: Kevin Brien, Lori Frigo, Kari Vannieuwenhoven, Bill Bain  
Others in Attendance: Patrick Wetzel, Administrator; Melissa Hongisto, Deputy Clerk; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Mike Renkas, Police Chief; Luke Pasterski, Fire Chief; Matt Greeley, Engineer

**3. Pledge of Allegiance**

**4. Approve Agenda**

Supervisor Brien made the motion to approve the agenda removing items 13 & 14. Supervisor Bain seconded the motion. The motion carried unanimously.

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

Dave Bissing, 2200 Mahogany Trl; spoke regarding concerns about semi-trucks and speed on Lawrence Dr.

**6. Consider minutes of September 25, 2023 and October 9, 2023, Town Board Meetings**

Supervisor Frigo made the motion to approve the September 25, 2023 and October 9, 2023, Town Board meeting minutes as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

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

Supervisor Brien made the motion to approve the payment of due invoices as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

**8. Public Hearing: Proposed Special Assessments for Public Sanitary Sewer and Water Main Extensions – Packerland Drive, (From Scheuring Road extending north)**

Supervisor Frigo made the motion to open the public hearing at 6:40 p.m. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously. Patrick Wetzel explained the request for Proposed Special Assessments for Public Sanitary Sewer and Water Main Extensions – Packerland Drive.

In favor:

William & Patricia Derouin, 4406 Packerland Dr

Opposed:

No one spoke

Chairman Tibaldo asked if there are any comments. None heard.

Supervisor Brien made the motion to close the public hearing at 6:53 p.m. Supervisor Frigo seconded the motion. The motion carried unanimously.

**9. Discussion on Proposed Special Assessments for Packerland Drive Project - (No Action Anticipated on Special Assessments at this meeting)**

Discussion was held.

**10. Public Hearing: Proposed Special Assessments for Public Sanitary Sewer and Water Main Extensions – Mid Valley Drive**

Supervisor Brien made the motion to open the public hearing at 6:55 p.m. Supervisor Bain seconded the motion. The motion carried unanimously.

Patrick Wetzel explained the request for Proposed Special Assessments for Public Sanitary Sewer and Water Main Extensions – Mid Valley Drive.

Public who spoke, but did not state whether they were in favor or against the proposed assessments:

John Tyczkowski, 2718 Mid Valley Dr

Nick Beno, 2936 Lawrence Dr

Daryl Jankowski, 1257 Blue Ridge Dr

Chairman Tibaldo asked if there are any comments. None heard.

Supervisor Frigo made the motion to close the public hearing at 7:25 p.m. Supervisor

Vannieuwenhoven seconded the motion. The motion carried unanimously.

**11. Discussion of Proposed Special Assessments for Public Sanitary Sewer and Water Main Extensions – Mid Valley Drive - *(No Action Anticipated on Special Assessments at this meeting)***

Discussion was held.

**12. Consideration of Amendment to 2023 Sanitary Sewer and Water Main Construction Project to Remove French Court Water/Sewer Extension from Scope of Work**

Supervisor Bain made the motion to approve 2023 Sewer and Water Main Construction change order number 1 that eliminates \$172,104.50 from Superior Water and Sewer Contract. Second by Supervisor Brien. The motion carried unanimously.

**~~13. Public Hearing: Regarding Revenue Bond Financing for Sports Emporium Project~~**

Item Removed.

**~~14. Consideration of Final Resolution 2023-021 Regarding Revenue Bond Financing for Sports Emporium Project~~**

Item Removed.

**15. Discussion of Ordinance 2023-005 Creating Hotel, Motel and Room Tax Ordinance**

Patrick Wetzel explained this is just an addition of the Ordinance 2023-005 Creating Hotel, Motel and Room Tax Ordinance for reference for future discussion.

**16. Preliminary Discussion on 2024 Budget - Proposed Tax Levy/Rate**

Discussion was held.

**17. Administrator/Staff Reports**

Staff reports were given.

**18. Future Agenda Items**

November 13 Tax Electors Meeting

Potential Town Chair and Board pay increase

Tax Levy and Assessments

- 19. Closed Session** Supervisor Bain made the motion at 7:50 p.m. 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: TID Development, general Land Sale/Acquisition and Refuse Collection Service Contract*) and **Closed Session** Pursuant to Ch. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (*2024 Wage Discussion*). Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brien, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Supervisor Bain, aye; Chairman Tibaldo, aye. Motion carried unanimously.

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

Supervisor Vannieuwenhoven made the motion to return to regular open session at 8:15 p.m.

Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brien, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Supervisor Bain, aye; Chairman Tibaldo, aye. The motion carried unanimously.

**21. Adjourn**

Supervisor Bain made the motion at 8:15 p.m. to adjourn the meeting. Supervisor Frigo seconded the motion. The motion carried unanimously.

Respectfully submitted by,  
Melissa Hongisto, Deputy Clerk

**Town of Lawrence**  
**Proceedings of the Regular Town Board Meeting**  
**Town Hall, 2400 Shady Court, De Pere WI**  
**Monday, November 13, 2023**

**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: Kevin Brienens, Lori Frigo, Kari Vannieuwenhoven, Bill Bain

Others in Attendance: Patrick Wetzel, Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Mike Renkas, Police Chief; Luke Pasterski, Fire Chief

**3. Pledge of Allegiance**

**4. Approve Agenda**

Supervisor Brienens made the motion to approve the agenda as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

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

None.

**6. Public Hearing: Review and Consideration for Proposed 2024 Budget and Proposed Tax Levy:**

Supervisor Frigo made the motion at 6:33pm to open the public hearing to review the proposed 2024 budget and proposed tax levy. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Administrator Wetzel reviewed the proposed 2024 budget and the proposed tax levy.

Comments received:

John Klasen, 807 Quidditch Court

Chairman Tibaldo asked if there are any comments. None heard.

Supervisor Brienens made the motion at 8:12pm to close the public hearing. Supervisor Bain seconded the motion. The motion carried unanimously.

**7. Recess until after Special Town Meeting of the Electors of the Town of Lawrence:**

Supervisor Brienens made the motion to recess until after Special Town Meeting of the Electors of the Town of Lawrence at 8:12pm. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

**8. Return to Regular Session:**

Supervisor Bain made a motion to return to regular session at 8:26pm. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

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

Supervisor Brienens made the motion to approve the payment of due invoices as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

**10. Consideration of 2024 Budget for the Town of Lawrence:**

Supervisor Bain made the motion to approve the 2024 budget for the Town of Lawrence using ARPA funds and include additional hours one time in 2024 for Fire Department as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

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

- a. Consideration of Sign Review for Fox Communities Credit Union at 1740 Scheuring Road, Parcel L-264-10-1 by Fox Cities Sign LLC;



Supervisor Bain made the motion to approve the Sign Review for Fox Communities Credit Union at 1740 Scheuring Road, Parcel L-264-10-1 by Fox Cities Sign LLC as presented.

Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

- b. Consideration to *Set a Public Hearing date* for Conditional Use Permit (CUP) for Indoor Sports Facility at Lot 53, 2219 Lawrence Parkway by Sports Emporium;

Supervisor Brienien made the motion to set the public hearing date for December 11, 2023 for Conditional Use Permit (CUP) for Indoor Sports Facility at Lot 53, 2219 Lawrence Parkway by Sports Emporium. Supervisor Frigo seconded the motion. The motion carried unanimously.

**12. Consideration of Hobart-Lawrence Police School Resource Officer Agreement with Pulaski Schools:**

Supervisor Brienien made the motion to approve the Hobart-Lawrence Police School Resource Officer Agreement with Pulaski Schools as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

**13. Consideration of Garbage/Recycling Collection Contract – GFL Quote:**

Administrator Patrick Wetzel reviewed the current service contract. No action was taken.

- 14. Closed Session** Supervisor Brienien made the motion to move to closed session at 8:41pm 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 Development, general Land Sale/Acquisition*). Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

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

Supervisor Bain made the motion at 9:17pm to return to regular open session. Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

**16. Adjourn:**

Supervisor Frigo made the motion at 9:18pm to adjourn the meeting. Supervisor Bain seconded the motion. The motion carried unanimously.

Respectfully submitted by,  
Cindy Kocken, Clerk-Treasurer



## Agenda Item Review

Meeting Date: 11/27/2023

Agenda Item#: 8

## 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 of Opting out of 3M/DuPont PFAS Class Action Litigation**

### FISCAL IMPACT:

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

### Item History

We'll be able to discuss in further detail at the meeting, but will briefly provide a note here.

PFAS, sometimes referred to as "forever chemicals," has been a big topic in recent years due to negative impacts, and specifically concern about it's potential to cause greater harm in water supplies.

In short, recent class action litigation has been made by others against multiple companies, specifically here DuPont and 3M. A proposed settlement has been outlined which includes a very large class of members, and of importance to us, also includes public water systems.

For more specific information, you may view either of these links:

<https://www.lwm-info.org/1560/PFAS>

<https://www.pfaswatersettlement.com>

There is an upcoming deadline in early December by which communities need to determine whether to remain in these cases for potential compensation.

With our relationship to Central Brown County Water Authority (as our source of purchased water via the City of Manitowoc and Lake Michigan), our system has not found significant levels of PFAS to date under testing.

As a result of this, it's unknown what level of compensation may be available to the Town for these settlements, however, staying in them means that the Town would agree to a release of any current or future claims. It's unknown if any future factors may come to light that may be vastly negative in scope or cost for the Town or other public water systems to deal with.

At this time, most (if not all) of our neighboring communities and partners in the Central Brown County Water Authority are planning to opt out of this settlement in order to keep their options on the table for the future if anything more significant comes to light that may need to be addressed.

**Recommended Action:**

Discuss PFAS settlement info and consider the opt-out option in order to preserve future rights and abilities for any claims that may become necessary.



## Agenda Item Review

Meeting Date: 11/27/2023

Agenda Item#: 9

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzol, Town Administrator  
**AGENDA ITEM:** **Consideration of 2024 Garbage/Recycling Contract with GFL – one year**

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, approved for 2024 with trash/rec fees

### Item History

We've had discussions about the current contract for garbage/recycling collection services running through Dec 31<sup>st</sup> of this year.

The proposal from GFL for a one year contract, for 2024, is to keep the existing service the same at a rate of \$13.10 per household per month (\$8.10 for garbage, \$5.00 for recycling).

We're recommending approval of this one year agreement, with the intention to review the program in 2024, for a multi-year contract to be entered into for 2025 and beyond. This review will include current inventory and age/condition of bins in service, with a plan to replace bins in the 2025 contract, to review whether to implement weekly recycling (in lieu of the current bi-weekly recycling), and to review collection days to determine whether and how to consider splitting the Town into multiple collection days during the week (at GFL's request).

The \$13.10 rate per month is based on one set of bins. If residents have multiple of either type of bin, the rate would be multiplied at \$13.10 per pair of bins.

### Recommended Action:

Recommend approval of one year agreement in 2024 with GFL for garbage/recycling collection in services for a monthly rate of \$13.10 per household.

**AGREEMENT FOR  
RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES  
AND DISPOSAL**

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this "Agreement") made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (the "Effective Date") by and between the Town of Lawrence, a governmental jurisdiction of the State of Wisconsin and, by and through its Town Board ("Town") and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company ("Contractor").

**WHEREAS**, the Town deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste and recyclables generated by residents within the Town and that such action is a valid exercise of powers of the Town; and

**WHEREAS**, the Contractor submitted a proposal to Town (the "Proposal") and such Proposal has been accepted by the Town; and

**WHEREAS**, Town and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

**WHEREAS**, the Town has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit Town; and

**WHEREAS**, the Town has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to Town residents, all of which should greatly benefit Town; and

**WHEREAS**, Town and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the Town has deemed it to be in the best interest of the Town and the residents of the Town to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the Town ; and

**WHEREAS**, Town agrees to pay for the Services to be provided by Contractor as set forth herein.

**NOW THEREFORE**, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement.

1.4 “C&D Materials” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid.

1.6 “Town” means the Town of Lawrence, Wisconsin, which shall include, for purposes of this Agreement, the incorporated area of the Town and the areas outside the corporate bounds of the Town and receiving Town service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Town or special district, or otherwise publicly-owned, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor’s vehicles.

1.9 “Customer” means the owner and/or occupant of a Residential Premises.

1.10 “Disabled Person” means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 “Force Majeure” means any act, event, or condition having a direct material adverse effect on Contractor’s ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor’s ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor’s reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 “Garbage” means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 “Hazardous Waste” means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other

material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1-#5 (e.g., milk jugs, laundry detergent bottles, soda, and water bottles); and steel containers (tin cans), or as accepted by Brown County Resource Recovery. Recyclables specifically does not include, and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 “Residential Premises” means a dwelling within the Town occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Solid Waste” has the meaning set forth previously in Section 1.12.

1.21 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, bulky waste, white goods, waste tires, used oil, lead-acid batteries, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps, or any other material banned from Wisconsin landfills.

1.22 “Term” has the meaning set forth below in Section 2.4.

1.23 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of



which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 “White Goods” means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 “Yard Trash” means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees, and tree stumps.

## **Section 2.0 – Scope of Agreement**

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the Town and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and Recyclables by Contractor from the Residential Premises, located in the Town (collectively, the “Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste and Recyclables by Contractor shall be mandatory for all Residential Premises in the Town, and all such Residential Premises shall be required by the Town to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the Town. The Town hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The Town further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for twelve (12) months, beginning on January 1, 2024. This Agreement shall automatically renew for a term of twenty-four months for like terms unless either party provides written notification of cancelation.

## **Section 3.0 – Contractor Responsibilities**

### **3.1 Services Provided.**

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated day and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.2 Bulky Waste Bulky Waste placed outside of the Cart and placed roadside shall not be collected by Contractor from the Residential Premises that generated such Bulky Waste.

3.1.3 Disposal of Solid Waste. Contractor shall deliver all Residential Solid Waste and Recyclables collected by Contractor to the Brown County Resource Recovery site located at 3734 W. Mason Street in Hobart, Wisconsin. The Contractor is responsible for all disposal and processing costs. If the Town directs Contractor to an alternative site, the Town is responsible for any and all additional disposal, processing and transportation costs as a result of the change of the disposal site.

3.1.3 Disposal of Recyclables. Contractor shall deliver all Residential Recyclables collected by Contractor to the Brown County Resource Recovery site located at 2561 S. Broadway, in Green Bay, Wisconsin. The Contractor is responsible for all disposal and processing costs. If the Town directs Contractor to an alternative site, the Town is responsible for any and all additional disposal, processing and transportation costs as a result of the change of the disposal site.

### **3.2 Carts**

The Contractor shall supply Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Customer at Residential

Premises to properly use and safeguard the Carts. Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. The Customer has the care, custody, and control of any Cart, and each shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. The Contractor shall have the right to charge the Contractor for the cost of repair or replacement of Carts, if such repair or replacement is required because of loss, theft, abuse, misuse or damage of the Cart by Customer negligence. The cost for replacement of any cart shall be eighty-five dollars (\$85). In the event Customer has more than one Cart from Town for an additional volume of collection Services, Contractor shall receive payment from the Town for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. Carts shall remain the property of the Contractor during the term of this agreement and any subsequent renewals or extensions of this agreement between Contractor and Town.

### 3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services (“Non-Curbside Service”) to Disabled Persons as identified by the Town who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the Town. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician’s certificate certifying such disability and provide the physician’s certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

### 3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor’s collection vehicle that permits access by Contractor’s collection vehicle to the Carts without endangering Contractor’s employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

### 3.5 Hours and Days of Operation; Holidays

3.5.1. Collection Services under this Agreement shall not start before 6:00 a.m. nor continue after 7:00 p.m. each day and no collection shall take place on any Sunday.

3.5.2. The following shall be holidays for the purpose of this Agreement (each a “Holiday”):

New Years’ Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the Town.

### 3.6 Routes of Collection.

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the Town for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to Town for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

### 3.7 Complaints; Missed Collections.

3.7.1. Contractor shall furnish the Town instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2. In the case of alleged missed scheduled collections (a “Missed Collection”) or any other complaint, Contractor shall investigate and advise the Town how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all complaints from Residential Premises and rectifying the complaints with the Customer located at the Residential Premises. In the event the complaint received by the Contractor from a Customer is a Missed Collection and the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the Town or the Customer, Contractor shall collect the Residential Solid Waste or Recyclables from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the Town or its employees, agents or representatives, Contractor shall have the right to charge, and the Town agrees to pay, the Service Fees for the additional pickup by Contractor. Contractor shall provide equitable credits to the Town

for any complaints not resolved as described above within 24 hours if Missed Collection was due to Contractor failure to perform service.

### 3.8 Collection Equipment and Personnel

3.8.1. The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

### 3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned roadways accessible to standard solid waste collection vehicles. The Town shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The Town shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The Town shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. If the Cart, or any Bulky Waste, White Goods or Yard Trash to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the Town agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

### 3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 4:30 p.m. daily, Monday through Friday.

### 3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services

as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclable and Bulky Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the Town shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the Town and the person or entity collecting the debris in the aftermath of a natural disaster to return the Town to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

### 3.12 Compliance with Law; Permits.

The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the Town on the subject, and the Town agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

### 3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the Town. Upon further written notification by the Town, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The Town shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Town.

## **Section 4.0 – Town Responsibilities**

### 4.1 Service Referrals

The Town will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the Town becomes aware that are not reported directly to the Contractor.

### 4.2 Compliance With law

The Town shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

## **Section 5.0 – Compensation**

### **5.1 Fees and Payment**

5.1.1. Beginning on January 1, 2024, for and in consideration of the Services to be performed in accordance with this Agreement, the Town will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the “Service Fees”). The Town shall pay the Service Fees to Contractor within thirty-one (31) days of receipt of Contractor’s monthly invoice.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the Town collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the Town’s current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the Town then a physical unit count conducted jointly between the Town and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the Town to Contractor monthly, based on the additions or removals of Residential Units.

### **5.2 Other Service Fee Adjustments**

In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be increased annually on January 1 each calendar year by the greater of (a) the annual Consumer Price Index report as provided by the U.S. Bureau of Labor Statistics (CPI-U: All Items; Garbage and Trash Collection) or (b) three percent (3%)”. The Town agrees that Contractor may also increase or decrease rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a “Change in Law,” whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Town, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, processing of Recyclables (see Exhibit 1), or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. Contractor shall provide thirty (30) day written notice to the Town for any price increase as a result of any “Change in Law” or Force Majeure event, to which the Town shall not unreasonably deny.

### 5.3 Fuel Surcharge.

Contractor shall, on a monthly basis, add a Fuel Surcharge or Rebate to the Town's invoice for services performed as part of this Agreement. The Fuel Surcharge will be based on the Midwest On-Highway Diesel (Midwest (PADD 2) price as published on the last Monday of every month by the United States government, which data is available on the internet at [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r20\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm). The Fuel Surcharge will be based on rolling average prices for the prior month. The Fuel Surcharge shall be calculated as follows: For every \$0.06 increase in the average price of fuel for the prior month over \$4.20 per gallon, the total invoiced amount shall be increased by 1%. For example, if the average price of fuel for the prior month is \$4.34 per gallon, then the Fuel Surcharge would be 2% of the total amount invoiced.

### **Section 6.0 - Indemnity**

The Contractor will indemnify, defend and hold harmless the Town, its officers, agents, insurers and employees (the "Town Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act, failure to act, or intentional conduct of the Contractor, its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Town Parties harmless from any such Damages to the extent they result from, are due to or arise in connection with the acts of, or any failure to act by, any Town Party. The Town will indemnify, defend, and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives, and employees from and against any and all Damages, arising out of the negligent act or failure to act of the Town Parties or any breach by the Town of any covenant, agreement, obligation, representation or warranty set forth herein; provided, however, that nothing herein shall require the Town to indemnify, defend, or hold harmless the Contractor from any such Damages to the extent they result from, are due to or arise in connection with the acts of, or any failure to act by Contractor.

### **Section 7.0 – Insurance**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.



- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Town to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide Town with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

### **Section 8.0 – Title to Waste**

Title to the Residential Solid Waste and Recyclables to be collected under this Agreement shall remain with the Town once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the Town and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

### **Section 9.0 – Events of Default; Remedies**

9.1. Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the Town, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the Town specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the Town (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2. The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all

of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2. Events of Default by Town. The following shall constitute events of default on the part of the Town, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

- 9.2.1 A failure by the Town to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) Town's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the Town shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof
- 9.2.2. The Town becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

- 9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by Town in the event of such default by Contractor, Town agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.
- 9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.
- 9.3.3. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce

the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the other would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the other. Therefore, the parties agree that the each party shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the other and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which each party may be entitled, at law or in equity.

- 9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the Town fails to make any payment to Contractor when due as required by the provisions of this Agreement, the Town shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The Town expressly acknowledges and agrees that in such an event of default by Town, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4. Force Majeure In the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the Town and the agreements and obligations by the Town set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

## **Section 10.0 – Miscellaneous Provisions**

### **10.1 Notice**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the Town:

Town of Lawrence, Town Clerk  
2400 Shady Ct.  
DePere, WI 54115

As to Contractor:

GFL Environmental  
1799 County Hwy PP  
DePere, WI 54115  
Attn: Municipal Market Manager or General Manager

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

#### 10.2 Choice of Law; Attorney's Fees

This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

#### 10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of Town, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Town have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the Town by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

#### 10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the Town and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

#### 10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

#### 10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

#### 10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

#### 10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Town, such consent not to be unreasonably withheld or delayed.

#### 10.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### 10.10 Representations.

The Town represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the Town have been authorized to do so by specific action of the Town Board and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in open meeting and of record in its official minutes.

(b) The Town validly exists as a political subdivision under the laws of the State of Wisconsin. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations

contained herein, and this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the Town has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the Town's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the Town. Neither the entering into nor the performance of this Agreement by the Town will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the Town is a party or by which the Town or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the Town.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the Town's knowledge and belief, threatened, relating to this Agreement. The Town will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the Town is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances, and the Town has not received any notice of any complaint or violation of any of the foregoing. The Town will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the Town are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

**Town of Lawrence, Wisconsin**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

**GFL SOLID WASTE MIDWEST LLC**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**



## Agenda Item Review

Meeting Date: 11/27/2023

Agenda Item#: 10

## 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:** **Update on Schedule and Pricing for New Plow Truck – Expected Spring 2024**

### FISCAL IMPACT:

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

### Item History

The Town ordered a new snow plow truck through Packer City International (chassis) and Olson Trailer & Body (build/plow equipment) in June 2022.

It was anticipated a new truck would take 18-24 months for delivery at the time, and we're expecting the chassis to be available in February 2024, with build out in March-April.

The total for the truck was quoted at \$238,269, with some confidence from the suppliers that the truck may be built and completed for delivery in 2023. The chassis vendor has been in touch with us that there's been some difficulty in getting the truck to date, but that it's estimated to be completed in February 2024. At one point, International had been contemplating deleting the 2022 orders due to supply chain factors, which would have set us back completely on this order. Packer City and other dealers worked with manufacturer to not cancel 2022 orders and keep in queue. On this, we're able to keep our spot in line based on when order was placed, opposed to having to start over on an order.

Though we kept our spot in line, the down side is that an additional model year and emissions year have passed which increases the cost for each at about \$3,000 on the chassis. The roughly \$6k increase in chassis costs is still below our next lowest quote from 2022, as International trucks were at least \$13,000 below the others.

Much of the parts and components for the build were ordered in summer 2022 to get them in transit to Olson and also to prevent price hikes and supply chain delays. Olson has requested payment on the components this year, in 2023, as they've been sitting on the product while waiting for the truck chassis to be built and delivered. As we've received the borrowed funds to pay for the truck, we have the funds on hand to pay the roughly \$52k portion of the body components. This is included in the bill payment list in your review.

### Recommended Action:

Review of schedule and increase in chassis costs. Consider approval of Olson payment on buildout equipment on hand, from Town borrowed funds for the truck already on hand.





## Agenda Item Review

Meeting Date: 11/27/2023

Agenda Item#: 11

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzol, Town Administrator  
**AGENDA ITEM:** **Consideration Payment Plan for Nutmeg Dr Special Assessments -Wagner - L-161-1-1**

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, payment plan covers interest due

### **Item History**

As part of the Nutmeg Drive Water/Sewer/Street Extension project earlier this year, special assessments were placed on 6 lots in the amount of \$39,504.74 per lot.

The special assessments are deferred with zero payment due and no interest charged until a property connects to the utilities, sells or if 10 years passes.

In the past, if a property owner has requested a payment plan, it's been approved for a set period of time on a pay back, as long as the interest rate on any Town borrowing is recouped via the payment plan. The most recent was approved in 2017 for the Williams Grant/Scheuring Rd water & sewer extension which was a 10 year repayment plan.

The special assessment is due for Parcel L-161-1-1, owned by the Wagners. They've requested the ability to set up a 5 year repayment plan on the assessment.

The interest rate for the Nutmeg Drive extension project on the Town borrowing is 5%.

The ability to pay off the assessment early has also been made available in these situations.

### **Recommended Action:**

Recommend approval of special assessment repayment plan for Wagner parcel - L-161-1-1, at 5% interest annually over a 5 year period.



## Agenda Item Review

Meeting Date: 11/27/2023

Agenda Item#: 12

## 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:** **Update on Water Rate Study by CLA – PSC Submittal Deadline**

### **FISCAL IMPACT:**

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, with 2024 Water Budget

### **Item History**

CLA has been working on our water rate study and drafting the application for a full rate case application to be submitted soon to the Public Service Commission of WI.

The intent is to submit the initial application to the PSC on or before 12/1/23, and we'll provide an update on this at the 11/27 Town Board meeting.

As we've discussed, prior to 2023, there had been one 3% simple increase obtained over the past 12+ years. As a general guideline, it's advised to seek the simple rate increase on a regular basis to assist in keeping up with rising costs for operations & maintenance on our systems as they age, inflationary factors, etc.

The recommended increase to operating water rates is near the 40% mark for a full rate study and case, which will be explained in further detail this week.

### **Recommended Action:**

Review of water rate study and rate case application topics.