

Town of Lawrence, Regular Town Board Meeting  
Town Hall 2400 Shady Court, De Pere WI 54115  
Monday, May 12, 2025, at 6:00 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 April 28, 2025, Town Board Meeting
7. Consideration of payment of due invoices
8. Presentation of Fire Department Meritorious Service Award-Mark Mattson
9. Consideration of request for the Conditional Use Permit for Fence exceeding 3 feet per Ordinance 300-14 at 1153 Applewood, Parcel L-2240 by Beau Charney
10. Consideration of Planning & Zoning Board Member Appointments – Larry Boldt & Katie McCarty
11. Consideration of Agreement with Village of Hobart South Packerland Drive Sewer
12. Consideration of Applications/Payments for WPS for Torchwood Extension – Electric, Gas, Street Lights
13. Consideration of Fire Department Utility 611 Vehicle Maintenance
14. First Review and Discussion of Proposed Hobart/Lawrence Police Agreement Revisions
15. Consideration of Resolution 2025-004 – Sale of Land and Development Agreement to DePere Select Soccer Club LLC – Parcel L-2281, 2276 Lawrence Parkway
16. Consideration of Resolution 2025-005 Supporting Brown County to Purchase New ES&S DS-300 Voter Tabulating Machines on Behalf of All Brown County Municipalities.
17. Consideration of TID Budgets for 2025 and Upcoming Financing Needs
18. Consideration of Alternate Second Town Board Meeting in May (*Memorial Day Meeting Cancelled*)
19. Administrator/Staff Reports
20. Future Agenda Items
21. **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: emergency services agreement updates and Town Land Sales/TIF Development negotiations*) 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 (*Fire Chief Selection Process Update*).
22. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
23. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

*Posted at the following on May 9, 2025:*

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

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

**Town of Lawrence**  
**Proceedings of the Regular Town Board Meeting**  
**Town Hall, 2400 Shady Court, De Pere WI**  
**Monday, April 28, 2025**

**1. Call to Order**

The meeting was called to order by Chairman Tibaldo at 6:00 p.m.

**2. Roll Call**

**Present In-Person**

Supervisors: Lori Frigo, Kevin Brienens, Kari Vannieuwenhoven

Others in Attendance: Cindy Kocken, Clerk-Treasurer; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Luke Pasterski, Fire Chief; Michael Renkas, Police Chief; Matt Greeley, Town Engineer-McMahon

Excused: Supervisor Bain

**3. Pledge of Allegiance**

**4. Approve Agenda**

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

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

None.

**6. Consideration of minutes of March 24, 2025, and April 15, 2025 Town Board Meetings:**

Supervisor Vannieuwenhoven made the motion to approve the minutes of March 24, 2025, and April 15, 2025, Town Board meetings as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

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

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

**8. Presentation of Life Saving Award by Lawrence Fire Department – Isaac Maisonet:**

No action, this item will be on a future agenda.

**9. Public Hearing: Request of Conditional Use Permit for Fence exceeding 3 feet per Ordinance 300-14 at 1153 Applewood, Parcel L-2240 by Beau Charney:**

Supervisor Frigo made the motion to open the public hearing at 6:04p.m. Supervisor Brienens seconded the motion. The motion carried unanimously.

Administrator Wetzel and Zoning Administrator Beining reviewed the request for a 6-foot-high fence within the required 30-foot front/side yard setback of the residential property.

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

Supervisor Brienens made the motion to close the public hearing at 6:08p.m. Supervisor Frigo seconded the motion. The motion carried unanimously.

**10. Consideration of request for the Conditional Use Permit for Fence exceeding 3 feet per Ordinance 300-14 at 1153 Applewood, Parcel L-2240 by Beau Charney:**

Supervisor Frigo made the motion to table the request for the Conditional Use Permit for Fence exceeding 3 feet per Ordinance 300-14 at 1153 Applewood, Parcel L-2240 by Beau Charney to the next regular Town Board meeting. Chairman Tibaldo seconded the motion. The motion carried unanimously.

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

- a. Consideration of Preliminary Plat Review on Parcels L-18, L-19, L-20, L-20-1, L-21-1, L-22, L-22-1, and L-401-1; by Lawrence Town Center Development, LLC:

Supervisor Frigo made the motion to approve the Preliminary Plat Review on Parcels L-18, L-19, L-20, L-20-1, L-21-1, L-22, L-22-1, and L-401-1; by Lawrence Town Center

Development, LLC contingent on the Planned Development District zoning request is approved. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

- b. **Consideration to Set a Public Hearing Date for Ordinance Amendment: Fences, walls, and berms Ordinance 300-14:**

Supervisor Frigo made the motion to set the public hearing date to June 9, 2025, for Ordinance amendment: Fences, walls, and berms, Ordinance 300-14. Chairman Tibaldo seconded the motion. The motion carried unanimously.

**12. Consideration of Special Events Permit Application – Fox River Challenge Duathlon:**

Supervisor Frigo made the motion to approve Special Events Permit application for the Fox River Challenge Duathlon as presented. Supervisor Brienien seconded the motion. The motion carried unanimously.

**13. Consideration of Hobart-Lawrence Police Lateral Transfer Policy Update:**

Supervisor Brienien made the motion to approve the Hobart-Lawrence Police Lateral Transfer Policy update as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

**14. Consideration of Resolution 2025-003 State Trust Fund Loan - Financing of EB-39 Road Cost Share (Southbridge Connector) & EE-20 Roundabout (Mid Valley Dr and Grant St):**

Supervisor Brienien made the motion to approve Resolution 2025-003 State Trust Fund Loan - Financing of EB-39 Road Cost Share (Southbridge Connector) & EE-20 Roundabout (Mid Valley Dr and Grant St) in the amount of \$3,495,000 as presented. Supervisor Frigo seconded the motion. Roll call vote: Supervisor Frigo, aye; Supervisor Brienien, aye; Supervisor Vannieuwenhoven, aye; Chairman Tibaldo, aye. The motion carried 4-0.

**15. Consideration of Pay Request #1 – Scheuring Road Project – Peters Concrete Company - \$307,104.68:**

Supervisor Frigo made the motion to approve Pay Request #1 for Scheuring Road Project to Peters Concrete Company in the amount of \$307,104.68. Supervisor Brienien seconded the motion. The motion carried unanimously.

**16. Consideration of Pay Request #1 – LE-2 Connection Station – Rhode Brothers, Inc - \$10,512.70:**

Supervisor Brienien made the motion to approve Pay Request #1 for LE-2 Connection Station to Rhode Brothers, Inc in the amount of \$10,512.70. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

**17. Preliminary Discussion of Upcoming Sand Acres Drive Reconstruction Design Process:**

Town Engineer, Matt Greeley from McMahon Associates updated the Board on the upcoming reconstruction of Sand Acres Drive. The Town intends to replace the road and add a pedestrian walkway. There are a few ways to complete this project, such as an urban street (curb and gutter) with a detached walking path, or a rural street (with storm ditches in areas where it currently exists) with a walking path essentially attached to the side of the road. There will be public information meetings in the coming months.

**18. Preliminary Discussion of Upcoming LE-2 Watermain Loop Design and Route Process:**

Town Engineer, Matt Greeley from McMahon Associates discussed the build out of the LE2 meter station and the various routes to run water main to connect LE2 back to existing Town water main on American Boulevard. The Town intends to hold meetings with various neighborhoods in the coming months about locations for future water extensions.

**19. Consideration of GBMSD South Packerland Drive Sewer Agreement:**

No action taken.

**20. Consideration of Proposal for Replacing Garage Doors on Town Property:**

Supervisor Brienien made the motion to approve proposal for replacing garage doors on Town property as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

21. **Consideration of TID Budgets and Upcoming Financing Needs:**  
No action taken.
22. **Consideration of Rescheduling the May 26, 2025, Town Board Meeting – Memorial Day:**  
Supervisor Frigo made the motion to cancel the May 26, 2025, Town Board Meeting due to the Memorial Day holiday. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
23. **Consideration of Resolution 2025-004 – Sale of Land and Development Agreement to DePere Select Soccer Club LLC – Parcel L-2281, 2276 Lawrence Parkway:**  
No action taken.
24. **Administrator/Staff Reports**
25. **Future Agenda Items**
  - a. Citizen Recognition Presentation for assisting Fire Dept
  - b. Hobart/Lawrence S. Packerland Sewer Agreement
  - c. GBMSD Packerland Sewer Agreement
  - d. TID Budgets for 2025
  - e. Resolution for sale of land & developers' agreement De Pere Select Soccer Club
  - f. Auditor's Presentation
26. **Closed Session:** Supervisor Frigo made the motion to move to closed session at 8:22 p.m. 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/TIF Development negotiations*) 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 (*Fire Chief Selection Process Update*). Supervisor Brienens seconded the motion. Roll Call Vote: Supervisor Frigo, aye; Supervisor Brienens, aye; Supervisor Vannieuwenhoven, aye; Chairman Tibaldo, aye. The motion carried 4-0.
27. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**  
Supervisor Frigo made the motion to return to Regular Open Session at 8:58 p.m. for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
28. **Adjourn:**  
Supervisor Frigo made the motion at 8:28 p.m. to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,  
Cindy Kocken, Clerk-Treasurer



## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>AIT Business Technologies, LLC</b>								
869	AIT Business Technologies, LLC	59104	Microsoft Office-Anti Virus	05/01/2025	424.50	.00		
869	AIT Business Technologies, LLC	59105	Server Backup	05/01/2025	199.99	.00		
869	AIT Business Technologies, LLC	59106	IT Services	05/01/2025	629.99	.00		
869	AIT Business Technologies, LLC	59107	Telephone Service	05/01/2025	150.00	.00		
869	AIT Business Technologies, LLC	59107	Water Telephone	05/01/2025	75.00	.00		
869	AIT Business Technologies, LLC	59107	Sewer Telephone	05/01/2025	75.00	.00		
869	AIT Business Technologies, LLC	FT-1764	Fax Line	05/01/2025	12.31	.00		
869	AIT Business Technologies, LLC	FT-1764	SCADA line	05/01/2025	81.01	.00		
Total AIT Business Technologies, LLC:					1,647.80	.00		
<b>Associated Appraisal Consultants, Inc</b>								
31	Associated Appraisal Consultants,	180101	Town Assessor	05/01/2025	1,476.20	.00		
Total Associated Appraisal Consultants, Inc:					1,476.20	.00		
<b>Badger Meter, Inc</b>								
37	Badger Meter, Inc	801942924	Services	04/29/2025	316.80	.00		
Total Badger Meter, Inc:					316.80	.00		
<b>Brown County Port &amp; Resource Recovery</b>								
73	Brown County Port & Resource R	59851	Trash Collection	01/31/2025	9,207.61	.00		
73	Brown County Port & Resource R	59851	Recycling	01/31/2025	34.43	.00		
Total Brown County Port & Resource Recovery:					9,242.04	.00		
<b>Charter Communications</b>								
1150	Charter Communications	230431701050	May Fiber Services	05/01/2025	719.00	.00		
Total Charter Communications:					719.00	.00		
<b>City of De Pere</b>								
99	City of De Pere	202504146250	1st Qtr Water Billing	04/14/2025	3,573.18	.00		
Total City of De Pere:					3,573.18	.00		
<b>Country Visions Cooperative</b>								
106	Country Visions Cooperative	6013	Grass Seed-Parks	05/06/2025	159.00	.00		
106	Country Visions Cooperative	6013	Grass Seed-Cemetery	05/06/2025	158.99	.00		
Total Country Visions Cooperative:					317.99	.00		
<b>Earth Development, Inc</b>								
976	Earth Development, Inc	304707	Snow Removal Round-Abouts	03/31/2025	315.00	.00		
Total Earth Development, Inc:					315.00	.00		
<b>Fameree Consulting &amp; Inspection</b>								
154	Fameree Consulting & Inspection	1165	Electrical Inspection-Mid Vallee G	04/25/2025	294.70	.00		
154	Fameree Consulting & Inspection	1170	Electrical Inspection-Hickory Rd S	05/02/2025	185.90	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Fameree Consulting & Inspection:					480.60	.00		
<b>Fisher Concrete Sawing, Inc</b>								
972	Fisher Concrete Sawing, Inc	I2025-04-10	Auger Hole for Camera	04/25/2025	150.00	.00		
Total Fisher Concrete Sawing, Inc:					150.00	.00		
<b>Green Bay Highway Products</b>								
191	Green Bay Highway Products	1773	Culvert - Bain Ct, Milo Rd, Pennw	04/10/2025	8,735.11	.00		
Total Green Bay Highway Products:					8,735.11	.00		
<b>Harter's Fox Valley Disposal</b>								
1211	Harter's Fox Valley Disposal	1245831	Trash Services	04/30/2025	16,822.55	.00		
1211	Harter's Fox Valley Disposal	1245831	Recycle Services	04/30/2025	9,745.95	.00		
Total Harter's Fox Valley Disposal:					26,568.50	.00		
<b>Kodiak Excavating Inc</b>								
254	Kodiak Excavating Inc	3616	Yard Waste Disposal	04/29/2025	927.50	.00		
Total Kodiak Excavating Inc:					927.50	.00		
<b>Mathes, Melissa</b>								
1051	Mathes, Melissa	210592	Hotel Stay - MTAW Spring Confer	05/02/2025	196.00	.00		
Total Mathes, Melissa:					196.00	.00		
<b>McMahon Associates, Inc.</b>								
285	McMahon Associates, Inc.	00938273	Torchwood Extension	02/25/2025	7,180.41	.00		
285	McMahon Associates, Inc.	00938274	Quarry Park Culverts	02/25/2025	310.50	.00		
285	McMahon Associates, Inc.	00938276	Little Rapids Subdivision 1st Addit	02/25/2025	375.00	.00		
285	McMahon Associates, Inc.	00938277	Orange Ln Utility Relocate	02/25/2025	752.20	.00		
285	McMahon Associates, Inc.	00938278	Packerland Sewer/Water Extensio	02/25/2025	1,977.00	.00		
285	McMahon Associates, Inc.	00938279	Little Rapids Subdivision	02/25/2025	4,909.30	.00		
285	McMahon Associates, Inc.	00938280	Tigerwood/Beck Way	02/25/2025	5,704.61	.00		
285	McMahon Associates, Inc.	00938281	Scheuring Rd Urbanization	02/25/2025	7,488.17	.00		
285	McMahon Associates, Inc.	00938700	LE-2 Building	04/09/2025	1,463.00	.00		
Total McMahon Associates, Inc.:					30,160.19	.00		
<b>Menards Inc</b>								
286	Menards Inc	46364	Tree Removal	04/29/2025	19.98	.00		
Total Menards Inc:					19.98	.00		
<b>Midwest Meters Inc.</b>								
295	Midwest Meters Inc.	0177485-IN	New Meters	04/29/2025	1,712.65	.00		
Total Midwest Meters Inc.:					1,712.65	.00		
<b>Mischief &amp; Magic</b>								
1191	Mischief & Magic	0004619	2025 Food Truck Rally Entertainm	03/10/2025	500.00	.00		
Total Mischief & Magic:					500.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Motorola Solutions Inc.</b>								
499	Motorola Solutions Inc.	8282110864-2	EMS Radios	04/08/2025	16,312.80	.00		
	Total Motorola Solutions Inc.:				16,312.80	.00		
<b>MTAW</b>								
305	MTAW	6050	Membership Dues Clerk	05/01/2025	60.00	.00		
	Total MTAW:				60.00	.00		
<b>Northeast Asphalt Inc.</b>								
311	Northeast Asphalt Inc.	30-00019906	stone	05/01/2025	115.87	.00		
	Total Northeast Asphalt Inc.:				115.87	.00		
<b>Oshkosh Fire &amp; Police Equipment</b>								
320	Oshkosh Fire & Police Equipment	196958	Fire gear - 2%	04/22/2025	690.00	.00		
320	Oshkosh Fire & Police Equipment	197001	Fire gear - 2%	04/29/2025	630.00	.00		
	Total Oshkosh Fire & Police Equipment:				1,320.00	.00		
<b>Paul Collette Construction</b>								
591	Paul Collette Construction	24-07-0023	Contractor Deposit Refund-1266	04/28/2025	1,000.00	.00		
591	Paul Collette Construction	24-10-0013	Contractor Deposit Refund-1273	04/28/2025	1,000.00	.00		
	Total Paul Collette Construction:				2,000.00	.00		
<b>PJ Kortens Company, Inc.</b>								
332	PJ Kortens Company, Inc.	10025447	Mid Valley Dialer Issue	04/29/2025	243.75	.00		
332	PJ Kortens Company, Inc.	10025447	Mid Valley Dialer Issue	04/29/2025	243.75	.00		
	Total PJ Kortens Company, Inc.:				487.50	.00		
<b>R &amp; R Insurance Services, Inc</b>								
1099	R & R Insurance Services, Inc	3206970	Insurance Services-June	05/02/2025	242.00	.00		
	Total R & R Insurance Services, Inc:				242.00	.00		
<b>Rhode Brothers Inc</b>								
1232	Rhode Brothers Inc	L0017-09-24-0	Pay Request #1 - LE-2	03/14/2025	10,512.70	10,512.70	04/29/2025	
	Total Rhode Brothers Inc:				10,512.70	10,512.70		
<b>Securian Financial Group, Inc</b>								
944	Securian Financial Group, Inc	002832L-0625	Life Insurance	05/08/2025	298.81	.00		
	Total Securian Financial Group, Inc:				298.81	.00		
<b>Southside Tire Co.</b>								
388	Southside Tire Co.	10321890	Tractor Repair	04/30/2025	269.31	.00		
388	Southside Tire Co.	10322033	Ditch Mower Tires	04/30/2025	1,703.19	.00		
388	Southside Tire Co.	10322033	Tire Repair	04/30/2025	25.78	.00		
	Total Southside Tire Co.:				1,998.28	.00		
<b>Superior Garage Doors LLC</b>								
1233	Superior Garage Doors LLC	1400	Garage Door	05/03/2025	3,000.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Superior Garage Doors LLC:					3,000.00	.00		
<b>Tennessee, Ron</b>								
1234	Tennessee, Ron	24-07-0029	Contractor Refund - 2241 Hickory	05/08/2025	1,000.00	.00		
1234	Tennessee, Ron	24-11-0017	Contractor Refund - 2241 Hickory	05/08/2025	1,000.00	.00		
Total Tennessee, Ron:					2,000.00	.00		
<b>Triple P Inc.</b>								
584	Triple P Inc.	L0017-09-22-0	PR#1 - Scheuring Road	04/14/2025	307,104.68	307,104.68	04/29/2025	
Total Triple P Inc.:					307,104.68	307,104.68		
<b>Truck Equipment Inc.</b>								
429	Truck Equipment Inc.	1144858-00	Truck #4	04/25/2025	233.00	.00		
429	Truck Equipment Inc.	1145333-00	Truck #12	05/07/2025	420.32	.00		
Total Truck Equipment Inc.:					653.32	.00		
<b>Village of Howard</b>								
451	Village of Howard	13253	Animal Control-March	04/23/2025	56.80	.00		
Total Village of Howard:					56.80	.00		
<b>Weyers Equipment Inc</b>								
460	Weyers Equipment Inc	01-220752	Mower	04/30/2025	3,797.06	.00		
460	Weyers Equipment Inc	01-220752	Mower	04/30/2025	3,797.06	.00		
460	Weyers Equipment Inc	01-220752	Mower	04/30/2025	3,797.05	.00		
460	Weyers Equipment Inc	01-220752	Mower	04/30/2025	3,797.05	.00		
460	Weyers Equipment Inc	01-220802	Lawn Mower Blades	05/01/2025	122.01	.00		
Total Weyers Equipment Inc:					15,310.23	.00		
<b>Wisconsin Elections Commission</b>								
1235	Wisconsin Elections Commission	WEC CONFER	WEC Clerks Conference-Cindy	05/08/2025	105.00	.00		
Total Wisconsin Elections Commission:					105.00	.00		
<b>Wisconsin Towns Association</b>								
477	Wisconsin Towns Association	2025-2026 ME	2025-2026 Membership	03/17/2025	3,224.00	.00		
Total Wisconsin Towns Association:					3,224.00	.00		
<b>WP Beverages, LLC</b>								
328	WP Beverages, LLC	25600276	fire department gatorade	04/24/2025	293.20	.00		
Total WP Beverages, LLC:					293.20	.00		
Grand Totals:					452,153.73	317,617.38		

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.

**Lawrence Fire Department**

2400 Shady Court

De Pere, WI 54115

(920) 336-9131



April 28, 2025

I, Fire Chief Luke Pasterski, recommend the following civilian for Meritorious Service Award for his actions taken on March 19, 2025:

**NAME:** Mark Mattson

**CITATION:** For meritorious service when coming across a critical incident involving a structure fire. Marks distinguished actions no doubt resulted in attempting to save two individuals lives.

Mark is a Green Bay Metro Firefighter/Paramedic who was on his way into work when he noticed smoke while on I41. Mark exited the highway to investigate and found a house on fire. Mark called the dispatch to report his findings and tried to alert anyone inside. There was no response so Mark opened the door and was met with heavy smoke so he could not go in without safety gear. Mark checked the garage and noticed vehicles and a walker in the garage. Mark believed that there was possibly an elderly disabled person inside so he began checking all the windows but could not see anyone inside due to the smoke conditions. Mark then began throwing buckets of water on the fire. Upon the arrival of fire crews Mark reported the information above. Mark assisted the fire crews pulling lines and entering the residence. Once the first victim was removed Mark assisted his fellow paramedics with patient care.

Marks actions no doubt help improve the survivability of the two victims found inside for that he is recommended for this award.

Sincerely,

A handwritten signature in blue ink that reads 'Luke F. Pasterski'.

Luke F. Pasterski, Chief

25-03-0011  
L-2240



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

### GENERAL INFORMATION

<b>Purpose:</b>	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.
<b>Fee:</b>	\$250.00
<b>Meeting Dates/Times:</b>	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.
<b>Application/Information Submittal:</b>	A completed application along with appropriate fee must be submitted to the Town's Business Office. One <b>(1) complete copy</b> 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.
<b>Ordinance:</b>	<u>§ 300-205 Conditional Uses</u>

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

### SECTION 1: APPLICANT INFORMATION

Applicant Name: Beau Charney		
Mailing Address: 1153 Applewood Drive		
City: De Pere	State: WI	ZIP Code: 54115
Email: beaucharneys@hotmail.com		
Phone Number: 920-327-2739		

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

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

### SECTION 3: PROJECT OR SITE LOCATION

Project Address: 1153 Applewood Drive	Parcel #(s): L-2240
Parcel Size:	
Current Zoning District:	Frontage:



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

Legal Description: 6 foot fence allowed in interior side yards and rear yard as proposed in diagram attached.

### SECTION 4: ADDITIONAL INFORMATION

Describe Purposed Plan:

Supply and install approx. 264 feet of 6 foot high white dogwood vinyl fence with 1-8 foot double gate. All posts have steel master sleeves driven 4 feet deep into the ground.

Please refer to diagram and power point attached.

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:

*Beau Charney*

Date:

3/6/2025



\*\*\*FOR OFFICE USE ONLY\*\*\*  
APPLICATION/PAYMENT RECEIVED BY

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

Check # 1112 Amount: \$ 250.-

Date: \_\_\_\_\_ Meeting Date: 3/12/25

Permit #: 25-03-0011

District: \_\_\_\_\_ Zoning: \_\_\_\_\_

Parcel #: L-2240



**TONY WIED**  
8TH DISTRICT, WISCONSIN



**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515**

WASHINGTON, D.C. OFFICE  
424 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
PHONE: (202) 225-5665

DE PERE DISTRICT OFFICE  
1702 SCHEURING ROAD, SUITE B  
DE PERE, WI 54115  
PHONE: (920) 301-4500

February 19, 2025

Town of Lawrence  
2400 Shady Ct  
De Pere WI 54115

To Whom it May Concern:

Please give the application from SFC Beau Charney fair and thorough consideration.

Sincerely,

A handwritten signature in black ink that reads "Tony Wied".

Tony Wied  
Congressman



DEPARTMENT OF THE ARMY  
WISCONSIN NATIONAL GUARD  
CHARLIE COMPANY 2D BATTALION 127TH INFANTRY REGIMENT  
796 SULLIVAN DRIVE  
FOND DU LAC, WISCONSIN 54935

NGWI-BIB-C

March 03, 2025

MEMORANDUM FOR Town of Lawrence

SUBJECT: Confirmation of Veterans' Eligibility for SFC BEAU A. CHARNEY

1. The purpose of this memorandum is to validate SFC CHARNEY's military service and is issued by the company's personnel staff office.

- a. Veterans Full Name: BEAU ADAM CHARNEY
- b. Pay Entry Base Date: 06/12/2003
- c. Combat Deployments: Iraq 2005, 2006 and 2009 / Afghanistan 2019
- d. Non-Combat Civil Relief Deployments: Arizona, Florida, Wisconsin
- e. The number of creditable years of service: 22 years

2. Point of contact for this memorandum is the undersigned at (920) 929-3979 or by email at [justin.d.stephansippel.mil@army.mil](mailto:justin.d.stephansippel.mil@army.mil)

A handwritten signature in black ink, appearing to read "Justin R. Silvis", is located to the left of the digital signature block.

Digitally signed by  
SILVIS.JUSTIN.ROBERT.1469  
553856  
Date: 2025.03.03 13:41:50  
-06'00'

JUSTIN R SILVIS  
CPT, IN  
Commanding



## Accessory Building Permit Application

Permit Number: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

Owner: **Beau Adam Charney**

Email: **beaucharneys@hotmail.com**

Address: **1153 APPLEWOOD DRIVE**

Phone Number: **920-327-2739**

Zoning District: \_\_\_\_\_

☐ Garage/Shed

☐ HVAC

☐ Plumbing

☐ Remodel

☒ Deck/Fence

☐ Electrical/Service Upgrade

☐ Sign

☐ Misc \_\_\_\_\_

Project Description: **New back yard fence for Service Dog. Professionally installed Vinyl Fence.**

Project Dimensions: **264FT X 6FT tall** Square Footage: \_\_\_\_\_ Estimated Value \$ **11,772.24**

Set Backs: Left: \_\_\_\_\_ Right: \_\_\_\_\_ Front: \_\_\_\_\_ Rear: \_\_\_\_\_

General Contractor: **CUSTOM FENCE INC**

Phone: **920-863-1146**

Address: **5335 State Highway 29, Denmark, WI 54208**

License: \_\_\_\_\_

Sub-contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

License: \_\_\_\_\_

Sub-contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

License: \_\_\_\_\_

Sub-contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

License: \_\_\_\_\_

**The undersigned hereby applies for a building permit for the project described above in conjunction with the plans and specifications submitted with this application; certifies that the information submitted herein is accurate; agrees to comply with the Wisconsin Administrative Code, Municipal Ordinance, and with the conditions of this permit; and understands that permit issuance creates no legal liability, expressed or implied, on the Department or Municipality. *It is the responsibility of the applicant to comply with all Town Ordinances.***

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fees: \_\_\_\_\_ Check # \_\_\_\_\_

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector Comments: \_\_\_\_\_

\*A \$150 fine will be issued to any contractor in violation of town ordinances. These fines must be paid before any red tag is removed and construction can resume.

\*Erosion control measures must be maintained throughout project and until vegetation is stabilized.

\*Property owners are only allowed to do work on properties which they occupy. All building trade contractors must be licensed and/or registered with the State of Wisconsin, Department of Commerce. Only projects listed on this application are permitted. Permits expire 12 months after date of issuance.

2400 Shady Court De Pere, WI 54115

Phone: (920) 336-9131

Fax: (920) 336-9193

Online Submission: [Permit@lawrencewi.gov](mailto:Permit@lawrencewi.gov)

**SITE PLAN AND/OR BUILDING PLANS ARE REQUIRED WITH THIS APPLICATION**





## Contract/Checklist

Custom Fence, Inc.  
5335 State Highway 29  
Denmark, WI 54208  
Ph.: 920-863-1146  
Fax: 920-863-1148  
Website: [www.customfenceus.com](http://www.customfenceus.com)  
Email: [info@customfenceus.com](mailto:info@customfenceus.com)

### Contact:

BEAU CHARNEY  
1153 Applewood Dr  
De Pere, WI 54115  
(920) 327-2739  
[BEAUCHARNEYS@HOTMAIL.COM](mailto:BEAUCHARNEYS@HOTMAIL.COM)

### Job Location:

1153 Applewood Dr  
De Pere, WI 54115

### Estimate Info:

Date: 01/10/2025  
Estimate: BEAU CHARNEY  
Rep: Sean  
Job #2212

### NOTES:

SUPPLY AND INSTALL APPROX. 264FT OF 6FT HIGH WHITE DOGWOOD VINYL FENCE WITH 1-8FT DOUBLE GATE. ALL POSTS HAVE STEEL MASTER SLEEVES DRIVEN 4FT. DEEP INTO THE GROUND.  
PRICE IS GOOD FOR 2 WEEKS; AFTER 2 WEEKS, PLEASE CONTACT OUR OFFICE.

Custom Fence Inc. agrees to guarantee above fence to be free from defects in materials and workmanship, 5 year install warranty and lifetime manufacturer warranty. Customer must have Custom Fence sticker put on fence in order to guarantee warranty. In order to be included in our scheduler customer must complete the attached installation check list, copy of signed contract, and half down must be received. Custom Fence, Inc. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Custom Fence, Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does custom Fence Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

Custom Fence Inc. will assume the responsibility for having underground public utilities located and marked. If public utilities are within 18 inches of fence line the fence needs to be relocated or the customer accepts all responsibility for any damage caused during digging. However, Custom Fence Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Custom Fence, Inc. to dig in the immediate vicinity of known utilities. The price herein named does not include the encountering of sewer pipes, rock, boulders, private electrical lines or other conditions that require the use of coring or excessive hand digging. If these conditions or any other obstacles are encountered there will be an additional charge of \$100.00 per man hr to complete this task or \$100.00 per hole to hand dig around utilities. If bedrock is encountered and additional machinery is required, additional charges may apply above the \$100 per man hour. The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials delivered to the job site and work completed may be sent at weekly intervals. Adjustments for material used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. Cancellation Policy: The customer will have 3 days after signed contract to cancel Deposits may be forfeited for late cancellation. If customer pays via credit card they agree agree to not dispute the transaction with their bank or credit card company; as long as the transactions correspond to the terms indicated in their order and are aware if they need to cancel the order there will be a 6% convenience fee charged. A Finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18% , shall be applied to accounts that are not paid within 3 days after completion of any work invoiced. If not paid upon completion, all warranty is void. All materials will remain the property of custom Fence Inc. until all invoices pertaining to this job are paid in full.

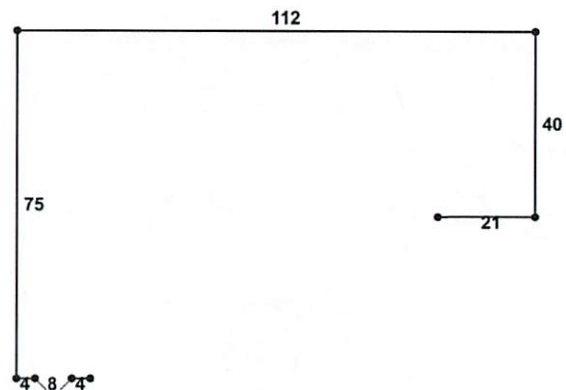
The customer agrees to pay all interest and any costs incurred in the collection of this debt. Custom Fence Inc. is not responsible for damage caused by negligence, vandalism, washouts, frost, natural disasters, act of god, or natural aging process of wood such as splits or weather cracks/checks unless it affects the structural strength of the fence.

### Cancellation Policy:

The customer will have 3 days after signing to cancel their project and to receive a full refund. By signing you understand and agree with the enclosed contract.?

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Salesman: \_\_\_\_\_ Date: \_\_\_\_\_



Materials Discount	\$1,236.66
Grand Total	\$11,772.24
Down Payment	\$5,886.12
Amount Due	\$5,886.12



## Contract/Checklist

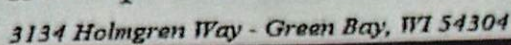
Custom Fence, Inc.  
5335 State Highway 29  
Denmark, WI 54208  
Ph.: 920-863-1146  
Fax: 920-863-1148  
Website: [www.customfenceus.com](http://www.customfenceus.com)  
Email: [info@customfenceus.com](mailto:info@customfenceus.com)

### CUSTOMER CHECKLIST

BY SIGNING ABOVE, CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING BEFORE FENCE CAN BE INSTALLED. THIS CHECKLIST IS TO ASSIST CUSTOM FENCE, INC. IN UNDERSTANDING THE PROPERTY IN WHICH THE PROJECT WILL BE INSTALLED. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT US AT 920-863-1146.

- ☒ Customer/Contractor's must check with your local building inspector to see if a building permit is required, and check on building codes for fence height restrictions, setbacks, etc. If the building permit is required, it is the customer's responsibility to obtain.
- ☒ Customer/Contractor's are responsible for clearing the path along all fence lines of any obstacles such as trees, bushes, rocks, boats, trailers, etc. There is to be 3' of clearance on each side of where the fence is to be placed.
- ☒ Customer/Contractor's understand some product is non returnable and will not be refunded on any unused material.
- ☒ Customer/Contractor's must let Custom Fence, INC know when moving forward, if they intend to have a pool or landscaping put in. Customer understands that grass/sod can NOT go in before the fence. If it does, and the customer requests the fence to be installed after, the customer agrees that Custom Fence, INC will NOT be responsible if fresh grass/sod gets damaged.
- ☒ Mark any sprinkler systems on the property. Marking only the sprinkler heads does not eliminate the risk of damage to any part of the sprinkler system.
- ☒ Custom Fence, INC is legally obligated to call in Digger's Hotline for the location where the fence is to be installed. It is YOUR responsibility to mark any personal lines not already marked by Digger's Hotline. This includes but is not limited to sprinkler systems, electrical lines, invisible dog fence, gas lines, pool systems, including water lines or other supporting systems. In addition any other personally installed electrical, gas, and plumbing not detected and documented within Digger's Hotline. Custom Fence, INC will not be responsible for lines or objects not marked by Digger's Hotline.
- ☒ All property markers must be identified. Custom Fence, INC will assist the customer/contractor in finding the property markers if necessary. However, the customer/contractor is responsible for the final fence line stakes prior to installation. Changes from the original estimate/order may affect price.
- ☒ Customer understands if applying for financing, they must get approved before signing the contract. Customer must have financing contract signed when Custom Fence, INC contract/checklist is signed. Customer CANNOT decide to finance the job after all necessary Custom Fence, INC moving forward documents are received. N/A FOR CONTRACTORS-FINANCING IS ONLY AVAILABLE TO RESIDENTIAL WORK.
- ☒ Customer/Contractor understands there are 3 days to cancel the contract. If the contract is canceled after 3 days, down payments will not be refunded.
- ☒ I have read and fully understand Custom Fence's proposal/contract.
- ☒ I have read and agree with the color and style of material listed on the proposal.
- ☒ I understand that final payment is due upon completion.
- ☒ I have reviewed, understood, and accepted the above listed customer/contractor responsibilities.
- ☒ I understand that by signing this checklist and making no notes about other work for Custom Fence, INC to coordinate with their schedule, I am currently ready for Custom Fence, INC to install my fence. Any holdups or rescheduling will be charged to me, and I understand I will be responsible for the fee. Again, if I intend to have a pool or landscaping put in, I will let Custom Fence, INC know the day of signing the contract.
- ☒ I understand that if my material is needed to be held over winter for Spring install, due to waiting on other projects or are not ready for install, I must pay for all of the material, and that labor will be due upon completion. I understand that I can keep the material at Custom Fence, INC's shop or have it dropped off at my residence until I'm ready for install.





Tom Riesenberz, Kris Flynn

\$435,900



*Schools..... De Pere*

*Taxes..... TBD\**

4. Applewood home is on the left

3 BD quality built home. Split bedroom open concept design. LV plank flooring, bump out patio door, cathedral ceilings, Supreme custom maple raised panel cabinets & walk-in pantry. Primary Bedroom with private bath, dbl vanities & walk-in closet, plenty of closets, storage. 1<sup>st</sup> flr laundry with tub & door to backyard. Rough-ins in basement for future bath, Egress window, 2x6 wall construction, garage service door, front covered porch w/ stone accent. Extra deep 3+ stl garage with stairs to the basement.

Directions: Scheuring Road to Applewood Drive, Right on to Applewood, home is on the left

**Kris Flynn 920-660-1090**

above grade square footage of living area is based on outside dimensions. Below grade, or partially below grade square footage of living area is the improved areas only. Square footage of living area may not be accurate and is provided for comparison purposes only. Accurate boundary lines and lot size can only be determined if a survey of the property is obtained.

Information herein is not warranted and is subject to change without notice. We assume no liability for errors.





# Home Fence Variance Request

Beau Charney 1153 APPLEWOOD DRIVE  
MEASUREMENTS NOT TO SCALE

## Key take away and notes from diagrams

- Lot Shape – Due to being a corner lot there is a loss of back yard which carries over to Side yard causing the variance issue
- Topography - Storm drain in northwest corner of lot line (Back yard), Lot grade slopes towards the drain. Making corner not usable as its not flat
- Sidewalk cutting through front yard
- Building addition - Busy street on side of house (Scheuring Road) being expanded causing need for the fence
- Veteran Group donated - Large Rainbow Swing set with slide and swings
- Road proximity well over 40 feet – No obstructions and not even close to proposed fence
- Ditch proximity well over 40 feet – No obstructions and not even close to proposed fence
- Space consideration for 3 boys and a large Service Dog (Certified, Trained and registered with Township)
- Door layout of the home

Diagram #1 is a general layout of the house and lot

Diagram #2 is a general layout of the regulated fence specifications

Diagram #3 is a general layout of the requested variance

Additional Slides – Supporting comments and Picture

**The variance requested is just a 15-foot waiver from the regulated 30 feet**

**PERSONAL NOTE:** This is my HOME, in which we plan to live in forever. I have fought and served for my country in many campaigns. I plead that this request to have a variance to provide safety and security for my family and Service dog please be honored.



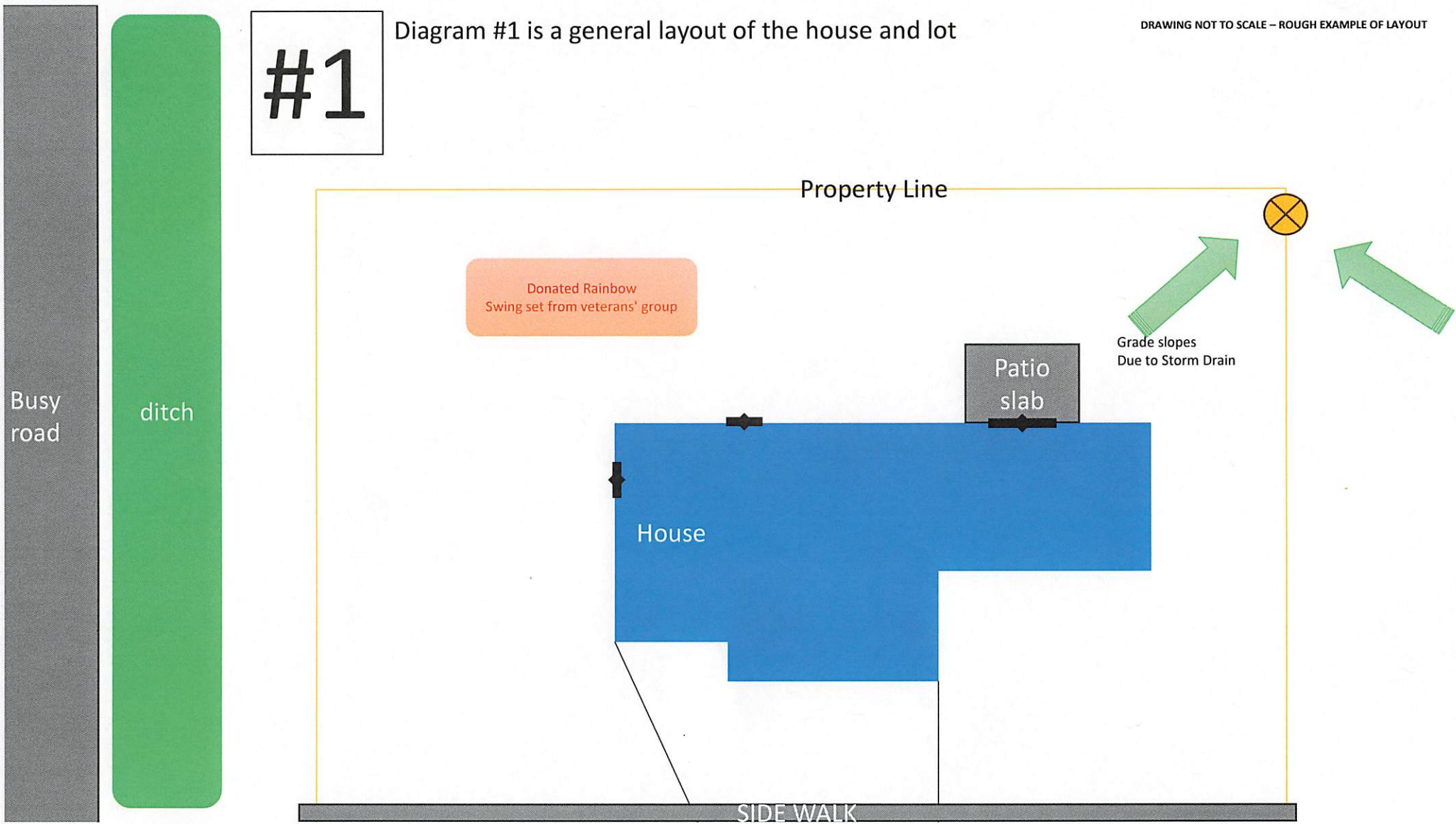




#1

Diagram #1 is a general layout of the house and lot

DRAWING NOT TO SCALE – ROUGH EXAMPLE OF LAYOUT



#2

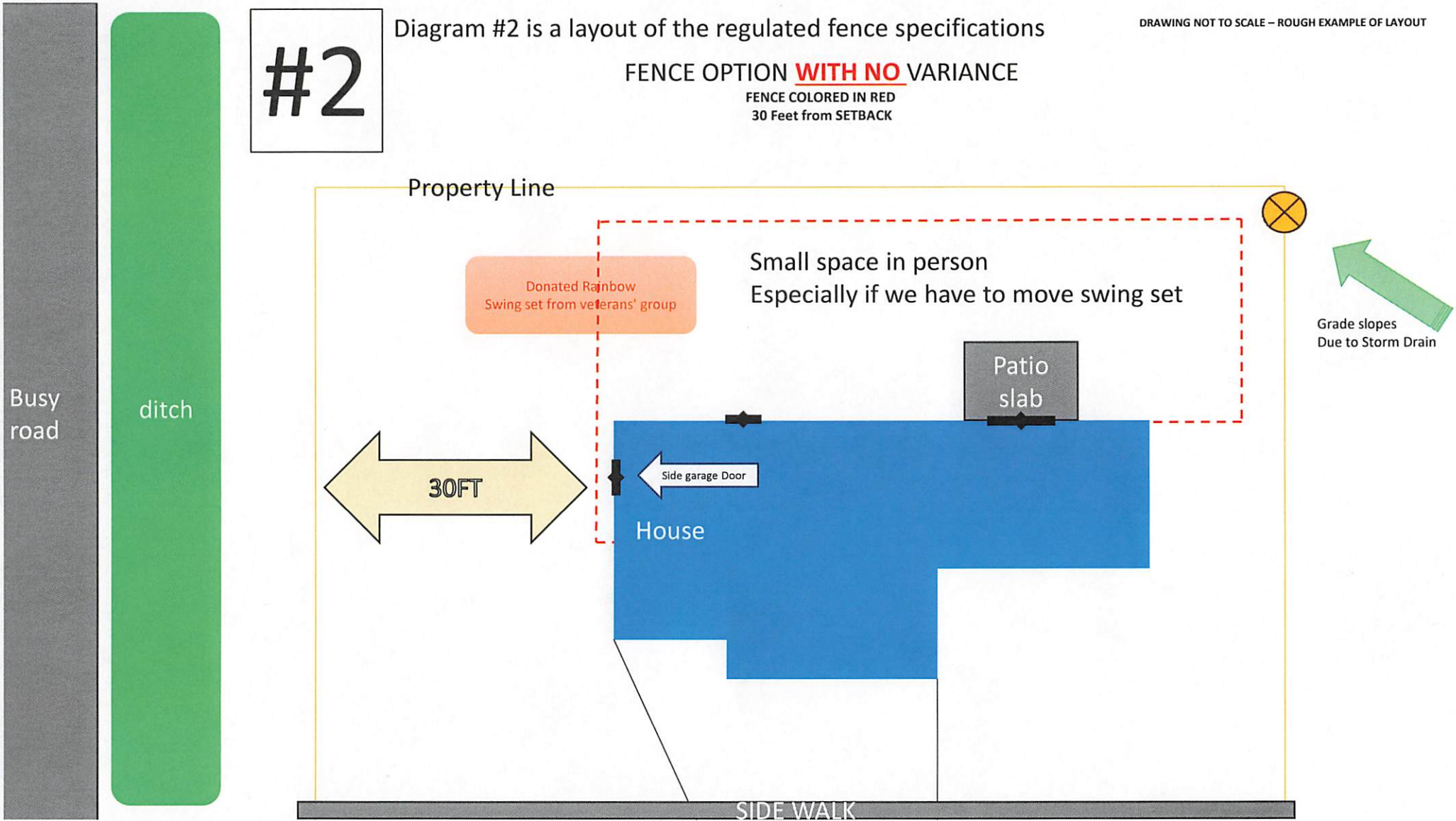
Diagram #2 is a layout of the regulated fence specifications

FENCE OPTION **WITH NO** VARIANCE

FENCE COLORED IN RED

30 Feet from SETBACK

DRAWING NOT TO SCALE – ROUGH EXAMPLE OF LAYOUT



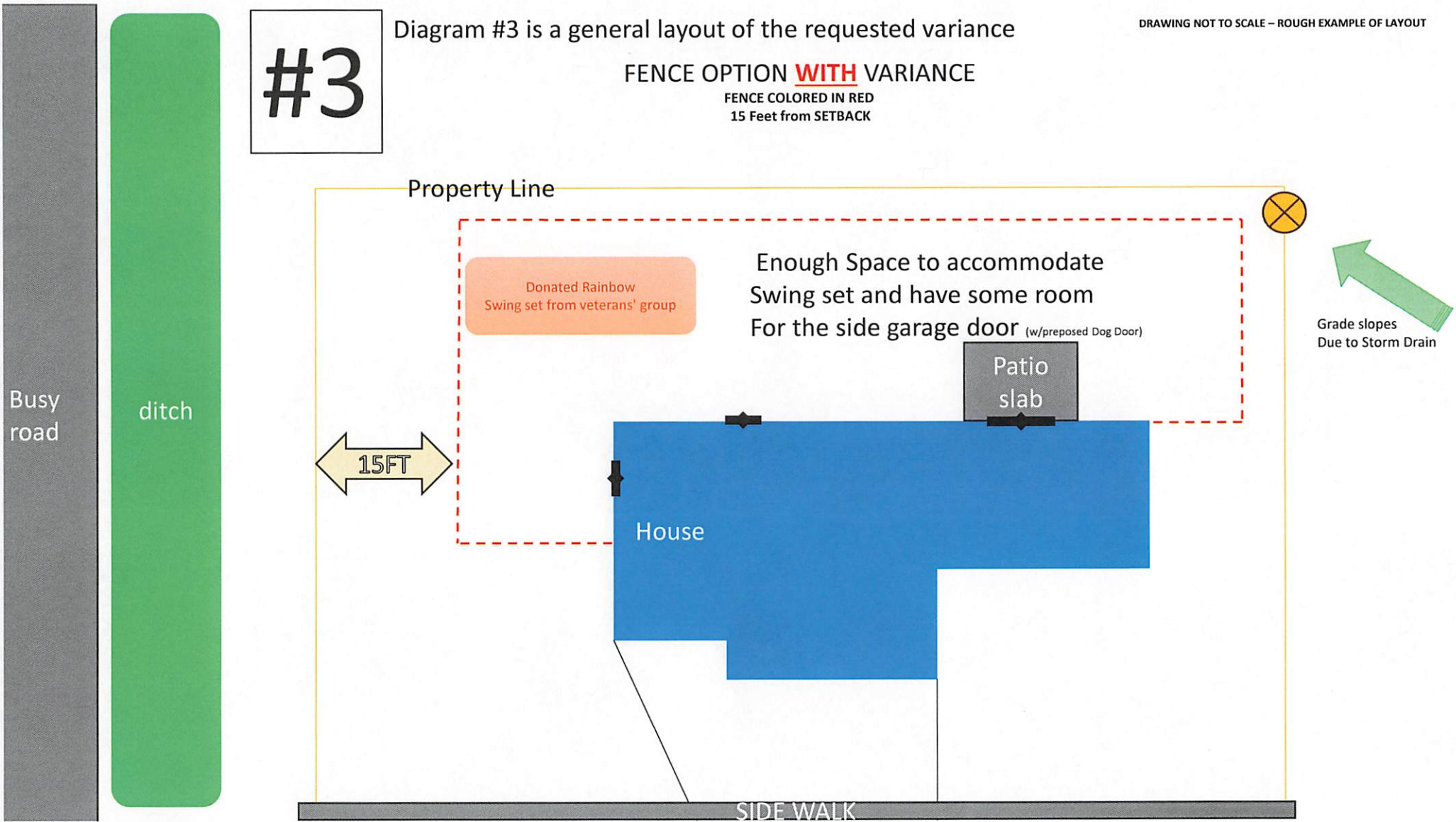
#3

Diagram #3 is a general layout of the requested variance

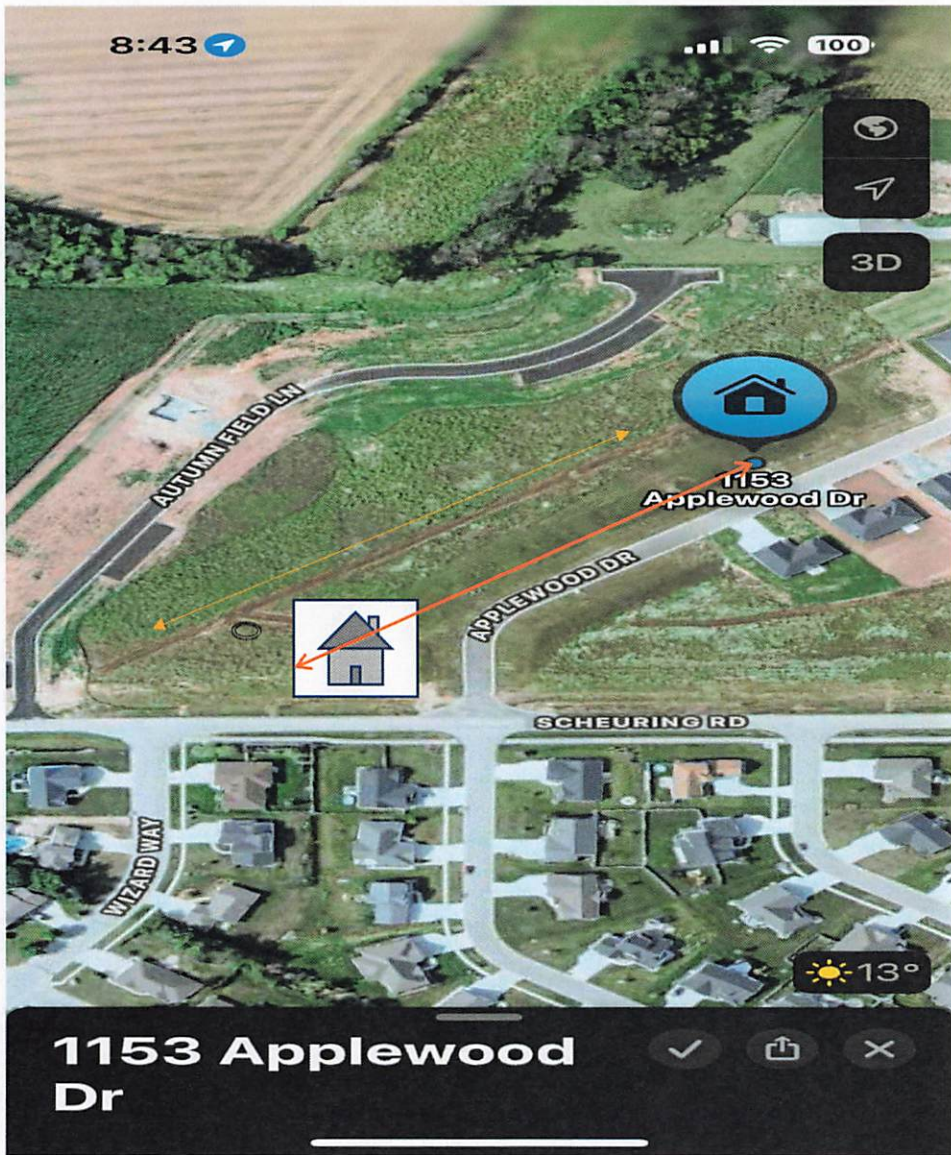
DRAWING NOT TO SCALE – ROUGH EXAMPLE OF LAYOUT

FENCE OPTION **WITH** VARIANCE

FENCE COLORED IN RED  
15 Feet from SETBACK







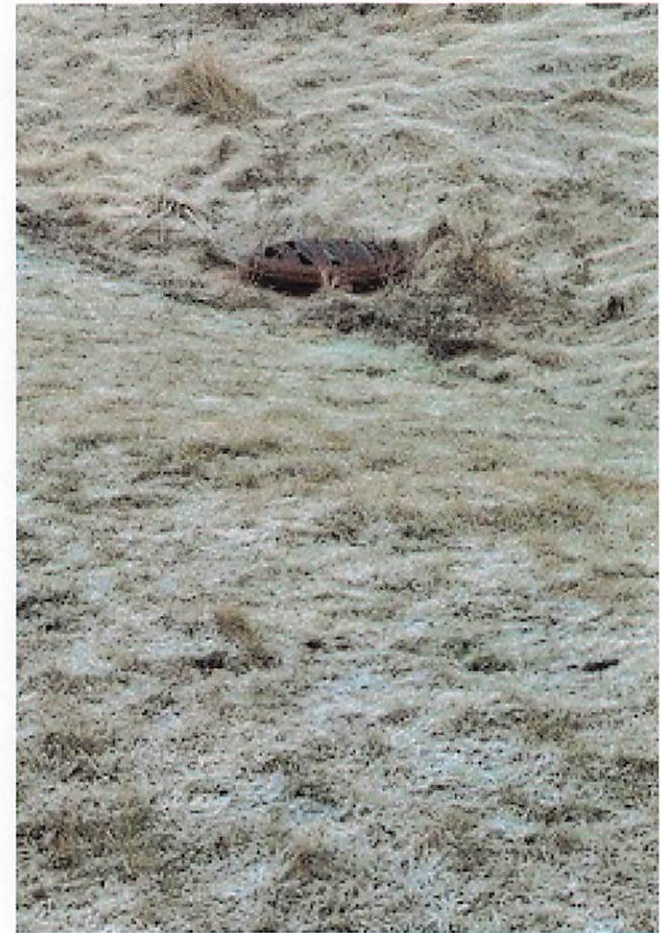
In the google images listed, you can see the dirt trails of sewer/storm piping that leads to the drain in our back yard.







This is a photo of the storm drain that is on the property line. The back yard slopes toward the drain.





This is a donated swing set by 4<sup>TH</sup> HOOAH Veterans Group, that was Purchase for my family and I for our Home.

The fence variance will be enough to go around the Swing set without having to move the set.

Moving this swing set will cause a Hardship due to the lack of space in the back yard due to sloped back yard due to storm drain.





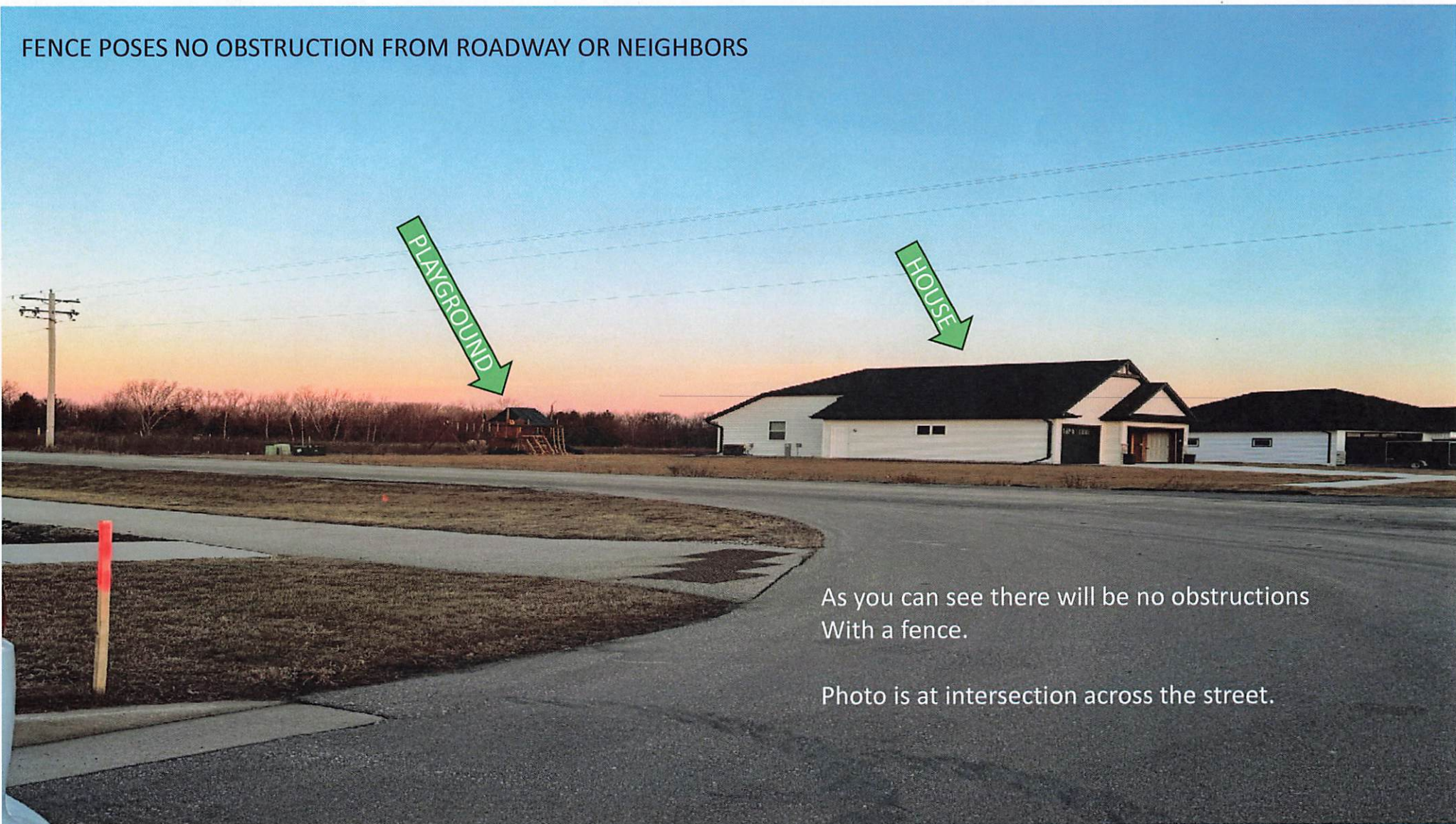
FENCE POSES NO OBSTRUCTION FROM ROADWAY OR NEIGHBORS

PLAYGROUND

HOUSE

As you can see there will be no obstructions  
With a fence.

Photo is at intersection across the street.





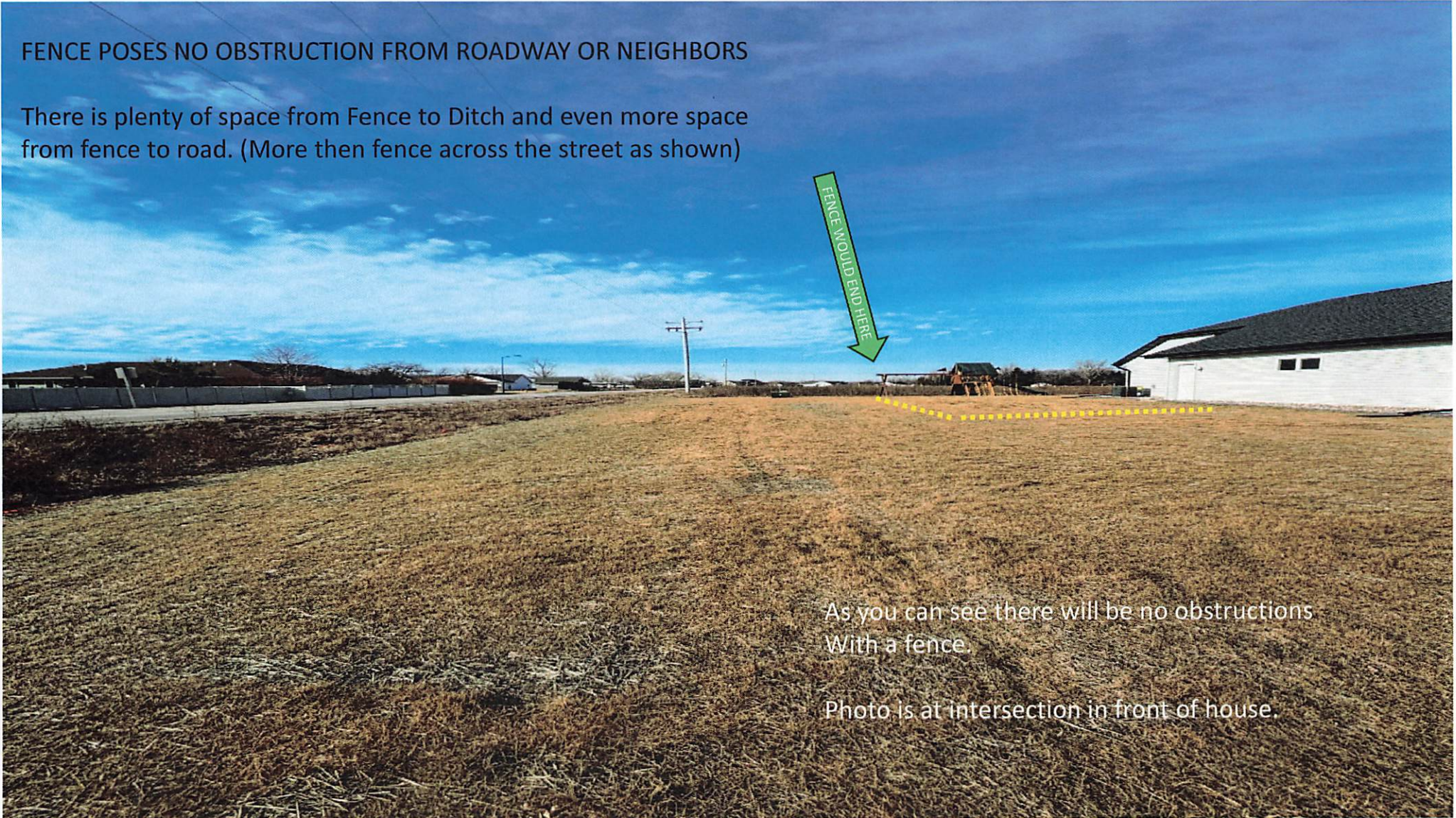
FENCE POSES NO OBSTRUCTION FROM ROADWAY OR NEIGHBORS

There is plenty of space from Fence to Ditch and even more space from fence to road. (More than fence across the street as shown)

FENCE WOULD END HERE

As you can see there will be no obstructions  
With a fence.

Photo is at intersection in front of house.





### ADDITIONAL SUPPORTIVE IMAGES

Here you can see all the other variances in the neighborhood. This seems to be a common occurrence due to the layout of the local resources. There has been no complaints on these variances, so ours should be no concern. These are pictures of my neighbors.





### ADDITIONAL SUPPORTIVE IMAGES

Here you can see all the other variances in the neighborhood. This seems to be a common occurrence due to the layout of the local resources. There has been no complaints on these variances, so ours should be no concern. These are pictures of my neighbors.





### **ADDITIONAL SUPPORTIVE IMAGES**

There will be plenty of additional space between the fence and ditch and even more between fence and road. Highlighted area on pictured is untouched space between proposed fence and ditch (Not road) The road there will be more space.





The space being requested for a variance will not hinder, obstruct or cause any disruption of any operation within the Township. There is plenty of space that will still be between the fence and ditch/road even if expanded.





# THANK YOU

For your time and consideration

This is my HOME, in which we plan to live in forever. I have fought and served for my country in many campaigns. I plead that this request to have a variance to provide safety and security for my family and Service dog please be honored.



**Planning and Zoning Members**

<u>Name</u>	<u>Appointed</u>	<u>Term</u>	<u>Term Exp.</u>
Kevin Brien	4/24/2023	3	May 2026
Larry Boldt (Secretary)	6/27/2022	3	May 2025
Skip Lee	5/14/2012	3	May 2027
Katie McCarty	3/1/2022	3	May 2025
Mike Vande Hei	5/14/2012	3	May 2027
Kyle Tremi	5/1/2021	3	May 2027
Travis Runke	5/14/2014	3	May 2026



## Agenda Item Review

Meeting Date: 5/12/2025

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:** **Consider Hobart agreement for South Packerland Sewer re: GBMSD terms/process**

### FISCAL IMPACT:

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

**Item History:** The Town has recently extended sanitary sewer along Packerland Drive, north from Scheuring Road. The Village of Hobart desires to connect to this sewer in the coming year, and discussions have been had with Green Bay Metro Sewer (NEW Water) as our historical agreements would dictate that NEW Water would purchase the Town's sewers as "interceptors" when they serve multiple communities.

The NEW Water due diligence process will take some time, and has been underway for a number of months. We anticipate that NEW Water will take over our sewers upon Hobart's connection, though it will take some time.

Hobart wishes to pursue their sanitary sewer project and would like to have some assurance from the Town that they'll be allowed to connect to the Town's sewer, to keep their project on a schedule.

We've drafted an agreement that would allow for Hobart to connect to our sewer with an understanding that NEW Water will take it over and purchase it from us.

In the unlikely event that NEW Water declines to purchase the sewer, the draft agreement indicates that whatever Hobart would have had to buy for capacity from NEW Water, would instead be redirected to us.

**Recommended Action:** Recommend approval of intergovernmental agreement with the Village of Hobart regarding the South Packerland sewer.



## **HOBART AND LAWRENCE SOUTH PACKERLAND DRIVE SEWER AGREEMENT 2025**

THIS SOUTH PACKERLAND DRIVE SEWER AGREEMENT 2025 is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between the Village of Hobart (“Hobart”) and the Town of Lawrence (“Lawrence”) (Hobart and Lawrence may hereafter be collectively referred to as “Parties”).

### **RECITALS**

Lawrence has constructed and currently owns and maintains the South Packerland Drive Sewer (the “SPD Sewer”) as set forth in the attached Exhibit A pursuant to an agreement with the Green Bay Metropolitan Sewerage District (“GBMSD”)

Hobart recognizes that using the SPD Sewer would improve their service to certain areas of Hobart by allowing for gravity service thereby eliminating the need for lift stations in those areas.

The Parties recognize that GBMSD has the right to acquire the sewers owned and controlled by Lawrence.

The Parties anticipate that GBMSD will purchase the SPD Sewer at which time the GBMSD will enter into an agreement with Hobart to provide sewer service at rates and in the manner provided in GBMSD ordinances.

The acquisition process employed by GBMSD has several steps and can take a considerable period of time.

Hobart wishes to commence using the SPD Sewer immediately.

To permit Hobart the immediate use of the SPD Sewer until the GBMSD acquires the sewer (Interim Period), and to address the terms of use of the SPD Sewer if GBMSD does not ultimately purchase the sewer, the parties enter into this Agreement.

In accordance with the foregoing Recitals and for other good and valuable consideration the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

A. Access and Use of the SPD Sewer.

1. Connection to SPD Sewer. After reasonable notice from Hobart, the parties will coordinate the construction necessary for Hobart to connect to SPD Sewer. Lawrence shall oversee such connection however Hobart shall be responsible for all costs associated with the construction and will save and hold Lawrence harmless from any claim, suit or liability related to the connection. Upon approval of the connection, Lawrence shall accept sewerage flow as described herein.



2. Service Area and Allocation. Hobart shall be permitted to contribute sewerage to the SPD Sewer limited to that originating from the service area designated in Exhibit A (Service Area) to the maximum capacity designated in Exhibit B (Allocation).
3. Septage. Hobart shall not allow septage to be introduced into its collector system or into the Subject Sewers, to the extent that the Subject Sewers are within Lawrence boundaries. For purposes of this Agreement, septage shall have the same definition set forth in the Green Bay Metropolitan Sewerage District Sewer Use Ordinance, Chapter 2.

B. Compensation for Use of SPD Sewer.

1. Interim Period. During the Interim Period, or until 3 years after the execution of this Agreement, whichever comes first, there shall be no compensation paid to Lawrence for use of the SPD Sewer.
2. Purchase By GBMSD. The parties acknowledge that GBMSD is authorized by statute to acquire any or all of the SPD Sewer and that Lawrence has agreed not to contest any such acquisition, Lawrence's authority to provide allocated capacity in the SPD Sewer will terminate with regard to any portion purchased upon closing of the transaction with GBMSD.
  - a. If GBMSD purchases the SPD Sewer or any portion thereof from Lawrence, Hobart will be required to negotiate an independent agreement with GBMSD purchasing capacity in the SPD Sewer and allow Hobart to continue its use of the SPD Sewer. Lawrence shall not be involved in or in any way responsible for Hobart's continued use of the SPD Sewer except that in the case of a partial purchase, ( ) below shall apply to the portion that remains in the ownership of Lawrence.
  - b. Upon acquisition of any portion of the SPD Sewer by GBMSD, Hobart shall save and hold harmless Lawrence, its employees, officers, and agents, from any claim, action or liability relating to any portion of the GBMSD acquired by GBMSD.
3. GBMSD determination not to purchase. If GBMSD decides not to purchase or fails to purchase the SPD Sewer within 3 years from the execution of this agreement, Hobart shall pay, in cash, to Lawrence, within 60 days of written notice from Lawrence that the GBMSD has notified the Town of the decision of GBMSD not

to purchase SPD Sewer, the cost of the Allocation for the Service Area, that would have been required by GBMSD as proscribed by the GBMSD Sewer Use Ordinance.

- C. Notice. Any notice required under this Agreement shall be by first class and by certified mail, return receipt requested, to the parties at the addresses set forth below. Any party **may by like** written notice at any time and from time to time designate a different address to which notices shall be subsequently sent. Notices given in accordance with this Section shall be deemed received three (3) days after first class mail along with a certified mailing of all notices (return receipt requested).

To Hobart:                      Village Administrator  
   2990 S Pine Tree Rd.  
   Hobart, WI 54155

To Lawrence                      Town Administrator  
   2400 Shady Ct.  
   De Pere, WI 54115

- D. No Third-Party Rights. Except to the extent that rights acknowledged by ordinance in favor of GBMSD are referenced herein, other than the parties hereto, no person, corporation, association, or any group or combination thereof, shall have any rights or interest under this Agreement; it being the express intent of the parties to exclude all third party beneficiaries and all third party claims, demands, actions, causes of action and suits hereunder.
- E. Headings. Captions and headings are not to be used in aid of construction but are intended for reader convenience alone.
- F. Entire Agreement. This writing, which incorporates the attached exhibits, contains the entire agreement of the parties. There are no understandings, written or verbal, express or implied, except as contained herein.
- G. Amendment and Modification. This Agreement may be amended or modified only by written agreement executed by the Parties.
- H. Authorization. The Parties warrant that the persons executing this Agreement are duly authorized such that this Agreement is binding upon the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

Village of Hobart

By: \_\_\_\_\_  
Its Administrator

Town of Lawrence

By: \_\_\_\_\_  
Its Administrator



## Agenda Item Review

Meeting Date: May 12, 2025

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:** **Consider Applications/Payments to WPS for Torchwood electric, gas and streetlights**

### FISCAL IMPACT:

- |                              |                          |
|------------------------------|--------------------------|
| 1. Is there A Fiscal Impact? | Yes                      |
| 2. Is it Currently Budgeted? | Yes, via amount financed |

### Item History

As part of the Town's construction of the Torchwood extension for 22 new residential lots, Wisconsin Public Service requires payment and signed agreement for the installation of electric, gas and street lights as part of this development.

WPS will work towards installation upon receiving the agreements and payment, and also when the Torchwood road area is ready for their installations (typically curb/gutter in and backfilled to terrace). Work on the Torchwood roadway has restarted in the past week after a break for winter and spring conditions.

With new development, WPS typically reimburses a portion of the electric/gas installation costs as a result of new customers they pick up with new homes connecting to their systems.

Costs for electric extension installed through Torchwood is \$42,004.10

Gas extension costs are at \$41,754.86.

Street lighting costs to install are \$6,287.46.

### Recommended Action By Town Board

Recommend approval of WPS applications/payments for electric, gas and street lights for the Torchwood Extension project and single family lots.

**Wisconsin Public Service**  
**DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

District: 10

This contract is for the installation of Electric and Gas facilities entered into on April 11, 2025 (Contract Date) between TOWN OF LAWRENCE (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : LAWRENCE PARKWAY in the TOWN OF LAWRENCE, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u><b>-Electric-</b></u>	<u><b>-Gas-</b></u>
Standard System Facility Costs (Refundable)	\$42,004.10	\$31,754.86
Allowances	\$0.00	\$0.00
Special System Facilities Costs (Refundable)	\$0.00	\$0.00
Refundable Sub Total	<u>\$42,004.10</u>	<u>\$31,754.86</u>
Special Facilities Costs Non Refundable:		
System	\$0.00	\$0.00
Service*	\$0.00	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$0.00</u>	<u>\$0.00</u>
Electric and Gas Total:	\$42,004.10	\$31,754.86
<b>Total Cost</b>		<u><b>\$73,758.96</b></u>

\*This agreement ☐ does ☒ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

**Area Expansion Program:** This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount
TOWN OF LAWRENCE	LAWRENCE PARKWAY SUBDIVISION	

Applicable refunds will be made to: ☒ Contracting Developer ☐ Property Owner ☐ Other \_\_\_\_\_

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: 2400 SHADY CT DE PERE, WI 54115

WPSC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Work Request/Revision: 3428267-1

Account# 0402782182-00090

Energized Date \_\_\_\_\_

CIS Field Order Id 463150682

## **ADDITIONAL TERMS AND CONDITIONS**

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. Within the boundaries of the Customer's development project area, the Customer shall be responsible for all necessary environmental compliance actions including the installation, inspection, maintenance and removal of all soil erosion and sediment control best management practices (BMPs). The Company is responsible for repairing any BMPs damaged by Company or Company's contractor during Company's installation activities as well as the Company's necessary environmental compliance actions outside of the Customer's development project area.
5. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
6. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
7. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
8. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
12. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
13. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
14. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
16. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
17. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
18. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

# WISCONSIN PUBLIC SERVICE CORPORATION-WI

## CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 4/10/2025 (Contract Date) between  
TOWN OF LAWRENCE (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: STREET LIGHTING in the  
TOWN of LAWRENCE, County of BROWN, State of WI.

This lighting system is comprised of 2 LED Lamps under a LS-1 rate schedule on  
pole number(s) 2219 12W16, 2219 12L17.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class D - LED Med Output Roadway	<u>2</u>	<u>\$ 18.46</u>	<u>\$ 36.92</u>
Sub-Total Monthly Bill			<u>\$ 36.92</u>
2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			<u>\$ -</u>
<b>Total Monthly Bill</b>			<u><b>\$ 36.92</b></u>

3. Advance Payment - Special Facilities, Non-Refundable

Advance Payment

**Total Advance Payment**

**\$ 6,287.46**

\_\_\_\_\_  
WPSC Signature

\_\_\_\_\_  
Property Owner / Authorized Representative Signature

WR/Revisions: 3428412-1

IFRIS Project: 21800071EC

Database: \_\_\_\_\_

Property Owner / Authorized Representative Mailing Address

TOWN OF LAWRENCE

2400 SHADY CT

DE PERE, WI 54115-9410

## ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice. Termination or change requests after installation and prior to conclusion of the lighting agreement term will result in customer charges.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. WPSC does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.
17. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
18. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
19. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.





## Agenda Item Review

Meeting Date: 5/12/25

Agenda Item#: 13

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Luke F. Pastorski, Fire Chief  
**AGENDA ITEM:** Consider approval of vehicle maintenance – utility vehicle

### FISCAL IMPACT:

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

### Item History

Utility 611 is 2017 and currently has about 18,000 miles on it. Over the past two years we have been having multiple electrical issues with it. The vehicle intermittently doesn't start, or the emergency equipment doesn't work.

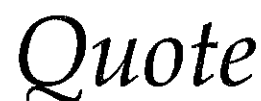
We have had several mechanics investigate this issue and they have not been able to come up with the cause. It has been suggested that the wiring of the emergency equipment is the cause with the suggestion this be redone. The person who originally installed the equipment can no longer be contacted and it is not under warranty.

We have taken the vehicle to Truck Equipment who the town uses for this type of service now. They have provided an estimate and to remove all the emergency equipment wiring, rewire it and install a new control head for \$5,185.

This vehicle is used very often for responding to both fire and EMS calls. This is the vehicle that the fire inspectors while they are out completing fire inspections. We feel this vehicle has many valuable years of service left and feel this is the most cost-effective way to correct the issue.

### Recommended Action By Town Board:

Recommend approval of \$5,185 for rewiring and installing a new control head on Utility 611.



Expiration Date: 7/2/25

Salesperson	Job	Payment Terms	Due Date
Trent Marheine		Net 10th	

**Direct: 920-321-2464**

Subtotal	\$ 5,185.00
Shop Supplies	
Total	\$ 5,185.00
Tax	
Total with tax	\$ 5,185.00





## Agenda Item Review

Meeting Date: May 12, 2025

Agenda Item#: 14

## 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:** **First Review/Discuss – Proposed Town & Hobart Police Agreement revisions**

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? n/a, looks into future budget years TBD

### Item History

We have been meeting in a small group for a number of months with the intent to update our agreement for police services with the Village of Hobart.

The intent is for Chief Renkas to review proposed and potential revisions at the meeting on May 12<sup>th</sup>. No action is anticipated at this meeting as we'll take time in coming weeks in order to review and comments/questions you have on the proposals.

We'd aim for a joint meeting with the Village Board in Hobart in June.

### Recommended Action By Town Board

First review at May 12<sup>th</sup> meeting, no action at this meeting

**THIRD HOBART-LAWRENCE  
INTERGOVERNMENTAL  
POLICE PROTECTIVE SERVICE AGREEMENT**

This Agreement, by and between the Village of Hobart, a political subdivision of the State of Wisconsin, Brown County; and the Town of Lawrence, a political subdivision of the State of Wisconsin, Brown County; is entered into pursuant to the authority of §60.56, §61.65, and §66.0301, Wis. Stats, and is agreed to as follows:

**WHEREAS**, the Village of Hobart has established and operates a joint police department pursuant to §61.65 (1) (a) 3, Wis. Stats. with the Town of Lawrence and has also created a joint police commission pursuant to §61.65(3g) (c), Wis. Stats. with the powers and duties granted in §62.13, Wis. Stats.; and

**WHEREAS**, the Town of Lawrence has established and operates a joint police department pursuant to §60.56 (1) (a) 4, Wis. Stats, with the Village of Hobart and has also created a joint police commission pursuant to §60.56(1) (am)1, Wis. Stats. with the powers and duties granted in §62.13, Wis. Stats; and

**WHEREAS**, the Village of Hobart and the Town of Lawrence recognize the benefit of intergovernmental cooperation in maintaining a joint police department and a joint police commission; and

**WHEREAS**, The Village of Hobart and the Town of Lawrence recognize the service and cost benefits of intergovernmental cooperation and have determined by the corporate authorities of Hobart and Lawrence respectively, that this Agreement is in the best interest of the public health, safety and welfare of the citizens of each of the signatory municipalities; and

**WHEREAS**, the Village of Hobart and the Town of Lawrence wish to establish the cost and fiscal operating procedures of the police protective services to be provided by the joint police department to each municipality.

**NOW, THEREFORE**, the Village of Hobart and the Town of Lawrence, in consideration of mutual promises, covenants, conditions and obligations as set forth herein, do hereby enter into this intergovernmental cooperation agreement as follows:

**ARTICLE I  
DEFINITIONS**

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

- A. **Municipalities:** The Village of Hobart (“Village”) and the Town of Lawrence (“Town”) may be jointly referred to as the “municipalities.” It is understood that at any time during this agreement either municipality can change their governmental structure and incorporate it into a Village, City, or any other form of government. Such a change by either municipality shall not have any impact or bearing on this agreement.



- B. **Chief of Police:** The Joint Police Commission shall appoint an individual to be the “Chief of Police” who shall hold his/her office during good behavior as outlined in §62.13(3).
- C. **Police Services:** Diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to:
- 1) Conducting criminal investigations of incidents of crime in order to arrest responsible person(s) for prosecution;
  - 2) Directing and enforcing laws;
  - 3) Responding to emergency and non-emergency calls for service;
  - 4) Conducting field interviews;
  - 5) Arresting criminal offenders;
  - 6) Directing and controlling traffic;
  - 7) Issuing citations and summons;
  - 8) Appearing in court; and
  - 9) Obtaining and maintaining evidence.

These activities constitute the comprehensive police services provided each day of the year, on a twenty-four (24) hour per day basis within the jurisdictional boundaries of the municipalities.

## **ARTICLE II PURPOSE AND INTENT**

The purpose of this Agreement is to sustain public safety and protect life and property within the Village of Hobart and the Town of Lawrence through enforcement of local, state and federal laws through the use of the joint police department services, for all persons and properties located within the Village of Hobart and the Town of Lawrence and consistent with intergovernmental cooperation as described in §66.0301, §61.65, and §60.56, Wis. Stats.

It is the common belief of the Village of Hobart, and the Town of Lawrence that superior and more effective police services can be secured and promoted within the Village of Hobart and the Town of Lawrence by the joint mutual cooperation of the municipalities.

## **ARTICLE III SERVICE PROVISIONS**

During the term of this Agreement, including any extensions or renewals, the Village of Hobart and the Town of Lawrence shall be regarded as equal and integral subdivisions within the general police jurisdiction. The department’s patrol division will operate with assigned sectors. As established in 2024 and currently in effect at the time of this Agreement, the department will provide at least one squad car for police protection and services in the North Section and one squad car in the South Section. One squad car will be regularly assigned to each section to provide 24-hour coverage, seven (7) days a week. The assigned car to either section is subject to temporary redeployment for police emergencies or officer

safety considerations to the other section, or in response to a mutual aid request. An exception to that requirement is when the department only has one (1) officer working due to vacation leave, compensatory time off, sick leave, or other vacancy, which reduces the department to only a single patrol officer on duty. In those instances, the sole patrol officer on duty will use his or her discretion on where they will patrol; however, an effort will be made to ensure they patrol both sections.

The joint police department's full-time administrative office shall be maintained in the Village of Hobart. A substation shall be provided by the Town of Lawrence for officers to conduct police services and other community activities. A workstation with internet connection will be placed in the Town substation. All communications equipment in the squad car(s) and substation shall be provided by the Village. The Village shall not provide any non-sworn clerical staff at the Town substation, and any and all costs and expenses associated with any non-sworn clerical staff at the Town substation shall be the sole responsibility of the Town.

All markings and materials shall include references to both the Village of Hobart and the Town of Lawrence by "Hobart-Lawrence" in mention of the joint police department.

Additionally, both parties agree to meet and discuss the potential expansion of the joint police department should any other municipality express interest in joining. Such discussions shall consider the financial, operational, and governance impacts of expansion, as well as the equitable distribution of costs and resources.

Any decision regarding expansion shall be made collaboratively and in good faith, ensuring that the interests of existing municipalities and the effective provision of public safety services remain the top priority.

#### **ARTICLE IV AUTHORITY AND CONTROL OF PERSONNEL**

The Chief of Police will direct and manage the operations of the department and supervise the delivery of police services understood in this Agreement.

The *Employee Agreement Police Chief for the Village of Hobart and Town of Lawrence* outlines the overall structure of accountability for the Chief of Police.

Sworn police officers shall take an oath in each municipality, which shall be administered by an official authorized to administer oaths - ideally this will be done prior to undertaking law enforcement duties pursuant to this Agreement to enforce ordinances of either the Village or the Town.

Every sworn police officer is deemed a sworn officer of each municipality while performing the services, duties, and responsibilities hereunder and is vested with police powers that are necessary to provide police services within the scope of this Agreement regardless of what section they are assigned to on a given day.

Sworn police officers and other assigned personnel shall be and hereby are vested with the additional power to enforce the applicable ordinances of the Village or the Town, to make arrests or issue citations incident to the enforcement of the applicable Village and Town ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the Village and Town is made for the sole and



limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the municipalities.

Sworn police officers and other assigned personnel shall enforce applicable Village and Town ordinances and shall appear in the joint municipal court as necessary to prosecute cases made therein.

All sworn officers, as well as any other department personnel assigned under this Agreement are and will continue to be employees of the Village for all purposes, including but not limited to the following: employee benefits, grievances, payroll, pension, annual or sick leave, training, and workers compensation. Nevertheless, upon termination of this Agreement, the initiating municipality of the termination shall be solely responsible for and reimburse the other party for all employment related costs and expenses for all department personnel laid off. This shall be done until the said time that the personnel are hired by any employer, are no longer receiving any employment-related compensation or benefits attributable to their employment with the department, or a period of one (1) year has passed from the date of the layoff, whichever is first.

All sworn officers, as well as any other personnel assigned under this Agreement are and will continue to be part of the joint police department command structure. Police department personnel are under the supervision of the Chief of Police.

#### **ARTICLE V PAYMENT TERMS**

In consideration of these services and control mechanisms agreed to, the Town of Lawrence shall pay to the Village of Hobart a fixed annual fee payable in 12 equal monthly installments. Payments will be made no later than the 10<sup>th</sup> day of each month. The term of the Agreement shall be for ten (10) years. The fee for years one (1) through ten (10) shall be as provided below. The understanding for this agreement is the current level of staff and service that is provided to each municipality. This is eight (8) Patrol Officers, two (2) Full-Time Lieutenants, two (2) Part-Time Lieutenants, two (2) School Resource Officers, one (1) Investigator, one (1) Captain, one (1) Chief of Police, one (1) Full-Time Administrative Assistant and one (1) Part-Time Records Clerk.

If the Town of Lawrence deems it necessary to add coverage to their section an agreed upon increase reimbursement of services will be discussed by July's 1<sup>st</sup> regular scheduled board meeting – Lawrence will be responsible for the entire costs of doing so. Additionally, if the Village of Hobart deems it necessary to add coverage to their section, they will be responsible for the entire costs of doing so – there will not be a corresponding increase to the annual fee to Lawrence.

The exception to this rule is the increase of the additional resources that would be utilized by both municipalities (for example an additional investigator position or records personnel are added). These increases for services will also be discussed by July's 1<sup>st</sup> regular scheduled board meeting.

After the year 2032 of this term, the Village of Hobart and the Town of Lawrence shall meet to discuss the joint agreement, update as necessary, and adjust the fee schedule.

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YEAR	FEE
2025	\$793,903.84
2026	\$833,599.03

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2027	\$875,278.98
2028	\$919,042.93
2029	\$964,995.08
2030	\$1,013,244.83
2031	\$1,063,907.07
2032	\$1,117,102.42
2033	\$1,172,957.54
2034	\$1,231,605.42
2035	\$1,293,185.69

If the formula agreed upon below indicates it is necessary to propose a fee exceeding the amount generated by the agreed upon fee schedule above, written notice must be provided to the Town of Lawrence prior to the first regularly scheduled meeting in July. This notice will initiate a joint board meeting to discuss and take action on the proposed increase for the following fiscal year.

Increases to the agreed fee schedule are based on a formula trigger that factors in:

- The five-year percentage of total police department Calls for Service (CFS)
- The percentage of total Equalized Valuation
- The population of the municipalities

The formula is:

$$X = (\text{Average of CFS} + \text{Equalized Valuation} + \text{Population}) \times (\text{General Fund} + \text{Capital Fund})$$

An immediate trigger occurs if the five-year CFS percentage reaches 50-50. For other factors, each must independently reach 50-50 before being considered for triggering the formula.

Conversely, in the event that overall cost savings occur due to environmental factors, staffing shortages, or other material changes impacting service levels, either party may request a review of the financial impact for that year. If a demonstrable case can be made that service levels provided were measurably lower than the agreed-upon terms, a compensation review will be conducted.

The review shall consider unexpended funds, including but not limited to salary and benefit savings resulting from prolonged staffing vacancies. Any reimbursement or financial adjustment resulting from the review shall be calculated based on the original funding structure of one-third (1/3) and two-thirds (2/3) as outlined in the initial agreement.

Requests for such a review must be made in writing and supported by relevant financial and operational data. If an adjustment is warranted, the parties shall meet in good faith to determine the appropriate reimbursement or allocation of savings.

This clause shall not be construed as an automatic entitlement to reimbursement but rather as a framework for equitable financial adjustments based on service levels and cost savings realized.

If either party wishes to terminate the agreement after the ten (10) year term, written notice of this intent must be proved to the other party no later than January 31, 2033.

The Village of Hobart and the Town of Lawrence (collectively referred to as the "Municipalities" as defined in this Agreement) are hereby established as the founding members of the Hobart-Lawrence Police Department (the "Police Department"). The Municipalities shall jointly oversee the formation, operation, and funding of the Police Department in accordance with the terms set forth in this Agreement, including the cost-share formula outlined above.

Notwithstanding the foregoing, in the event that additional municipalities join the Police Department subsequent to its formation, the existing terms of the cost-share formula applicable to the Municipalities shall not automatically extend to such additional municipalities. The Municipalities acknowledge and agree that the inclusion of any additional municipalities shall trigger a mandatory review of the cost-share formula and related funding provisions. During such review, the Municipalities shall collaborate in good faith to assess the financial and operational impacts of the expansion and, if deemed necessary, propose and adopt amendments to this Agreement to equitably adjust the cost-share formula and other relevant terms. Any such amendments shall be documented in writing and executed by all parties to this Agreement then in effect.

## **ARTICLE VI**

### **OWNERSHIP OF ASSETS**

In the event of termination of the Agreement, the party that begins the termination process shall abdicate ownership of police equipment to the other party.

All real estate buildings and fixtures (hereinafter "facilities") shall remain the property of each of the respective municipalities. Any and all operating costs regarding or relating to these facilities including, but not limited to insurance coverage, shall remain the responsibility of the municipality that owns the respective facility.

Any and all assets purchased by the department during the term of this Agreement shall become the property of the party not starting the termination process when the termination of this Agreement is concluded.

## **ARTICLE VII**

### **TERMS OF AGREEMENT**

The term of this Agreement shall commence on January 1, 2026, at 12:00 a.m. and continue through December 31, 2035, at 11:59 p.m., regardless of the signature dates below.

If either party intends to terminate the Agreement after the initial ten (10) year term, written notice must be provided to the other party no later than January 31, 2033. Such notice must be received by the other party in accordance with the timeline specified above.

In the event either party believes that the other party has failed to comply with any requirements of this Agreement, it may invoke the following procedures, all of which are subject to §788, Wis. Stats.:

The party asserting non-compliance will serve written notice on the other party, namely, the Village President and/or Town Chairperson. The notice will identify the specific provision alleged to have been violated and will specify the factual basis for the alleged non-compliance. The Village President



and/or Town Chairperson, or their designees will thereafter meet within fifteen (15) days in an effort to dissolve the dispute.

In the event the dispute is not resolved to the satisfaction of the parties within thirty (30) days after the service of notice, the dispute will be referred to a panel of arbitrators. The arbitration panel will consist of one person selected by the Village of Hobart, one person selected by the Town of Lawrence, and these two arbitrators shall select a third arbitrator. The decision of any two of this panel will be final and binding on both parties. Each party hereto will pay one-half of the expense of such arbitration, unless the party who brought the issue to arbitration is found to be unmerited by two arbitrators - that party will then pay the full amount of expenses of such arbitration.

#### **ARTICLE VIII TERMINATION**

Except in the case of a breach of the Agreement by either party in the terms and conditions of this Agreement as outlined in the paragraph above, should either party terminate the Agreement, that party shall reimburse the other party the costs of unemployment for the department personnel laid off as a result of the termination of this Agreement until such time that the personnel are rehired, or longer receiving unemployment compensation, or a period of one (1) year has passed, whichever is first.

#### **ARTICLE IX REVENUES**

Since grant revenues are reimbursed items, those funds will remain solely with the Village of Hobart, as they do not constitute additional revenue streams and will not be factored into the service fees paid by the Town of Lawrence. Additionally, all other revenues not identified in this Agreement shall also remain with the Village of Hobart.

All donations will remain with the police department segregated fund. On an annual basis, the police department will report to both boards the status of the police department segregated fund for donations.

#### **ARTICLE X RECORDS**

All records will be maintained in the joint police department's full-time administrative offices located in the Village of Hobart, under this Agreement.

#### **ARTICLE XI ANNUAL EVALUATION**

It being the intention of the parties to provide for regular communication an annual evaluation and review of police services, provided under this Agreement, will occur to ensure adequate levels of service to both communities. The parties agree that: the joint police department will provide an annual evaluation of police protection services in advance of the regular scheduled Board meeting that discusses the annual reports for the various municipal departments, or such other time as agreed to by the parties. The report shall provide a summary of activities for the previous year, goals for the previous year, crime statistics information, call volume and any manpower requirements, including any need for

the hiring of additional police officers – again this shall be done prior to the 1<sup>st</sup> regularly scheduled board meeting of July.

## **ARTICLE XII JOINT HOBART-LAWRENCE POLICE COMMISSION**

The Village of Hobart and the Town of Lawrence have established and shall maintain a joint police commission pursuant to §60.56, §61.65 (3g) (c), and §62.13, Wis. Stats., which establishes a Joint Police Commission that consists of five (5) members, three (3) appointed by the Village of Hobart and two (2) appointed by the Town of Lawrence. A majority of the commissioners (3) is a quorum.

Members shall be appointed by each respective municipalities Board President to the Joint Police Commission pursuant to §62.13, Wis. Stats.

Upon their appointment, the members of the Commission shall elect a president, vice-president, and secretary, and thereafter annually, following the appointment of members for regular terms.

The Joint Police Commission shall have the powers and duties as set forth in §62.13 (5), Wis. Stats.

## **ARTICLE XIII INDEMNITY**

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

Nevertheless, the Village of Hobart and the Town of Lawrence shall obtain liability insurance sufficient to cover the joint police department for claims of loss or damages which may be occasioned by acts of the joint police department. The cost of insurance shall be included in the respective police department budget. In the event that liability is incurred for any claim for damages, injury, or loss arising out of the operations of the joint police department, either through policy exclusions, policy lapse, or any other reason the Village of Hobart and the Town of Lawrence agree to indemnify each other for said uninsured costs and/or damages in accordance with the contribution toward the total department budget established above.

In any case arising either municipality shall promptly notify the other of the claim, cooperate with each other in the defense and resolution of each claim and not settle or otherwise dispose of the claim without each other's knowledge, and if necessary, participation.

The indemnification provisions of this Agreement shall survive termination of this Agreement of any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

## **ARTICLE XIV EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the Village and Town Boards.

## **ARTICLE XV**

## **NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

## **ARTICLE XVI ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the Village or the Town. All parties must sign any subsequent changes in this Agreement.

## **ARTICLE XVII SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. In such an event, the municipality shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means.

## **ARTICLE XVIII GOOD FAITH AND FAIR DEALING**

The municipalities hereby acknowledge that this Agreement imposes upon them a duty of good faith and fair dealing. It is the intent and desire of the municipalities to work together and engage in intergovernmental cooperation. The municipalities agree to use their best efforts to meet and confer when issues arise pertaining to this Agreement and shall endeavor in good faith to resolve any disputes amicably.

## **ARTICLE XIX VENUE**

This Agreement is governed by the laws of the State of Wisconsin without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, the venue shall be in the Circuit Court of Brown County, Wisconsin.

## **ARTICLE XX INTERPRETATION**

This Agreement shall be interpreted as though jointly drafted by both municipalities.

## **ARTICLE XXI BINDING EFFECT**



This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

**ARTICLE XXII  
COUNTERPARTS**

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

**ARTICLE XXIII  
PREVIOUS AGREEMENTS**

It is understood that this agreement supersedes the original and the Second Hobart-Lawrence Intergovernmental Police Protective Services Agreements, and this agreement shall take the place as the sole principle document concerning the joint police department.

**IN WITNESS WHEREOF**, the Village of Hobart and the Town of Lawrence have executed this Agreement through their duly authorized officers on the day and year first above written.

Dated \_\_\_\_ day of \_\_\_\_ 2025,

**The Village:**

The Village of Hobart, Brown County WI

By: \_\_\_\_\_  
Richard Heidel, Village President

**The Town:**

The Town of Lawrence, Brown County, WI

By: \_\_\_\_\_  
Lanny Tibaldo, Town Chairperson

**TOWN OF LAWRENCE  
RESOLUTION #2025-004**

AUTHORIZING AND APPROVING THE SALE OF LAND TO DEPERE SELECT SOCCER CLUB, INC;  
PARCEL L-2281, APPROXIMATELY 6.111 ACRES, AND DEVELOPMENT AGREEMENT

**WHEREAS**, the Town currently owns land on Lawrence Parkway, Tax Parcel L-2281, (the “Property”); and

**WHEREAS**, DePere Select Soccer Club, Inc. (hereafter, the “Buyer”) desires to purchase the property, and

**WHEREAS**, buyer desires the property for the purpose of constructing a new indoor Sports Emporium building as stipulated in proposed and attached Development Agreement, and:

**WHEREAS**, Town administration, with review and input from the Town Board of Supervisors, including as outlined in Letter of intent between the parties dated July 13, 2022, has negotiated terms of sale of the Property that are set forth in a certain Development Agreement thereto, a copy of which is attached hereto and marked Exhibit “A” (together, the “Agreement”); and

**WHEREAS**, the sale of the Property to Buyer is conditioned upon the acceptance and attainment of all necessary Town approvals prior to closing; and

**WHEREAS**, the Property is located in Town of Lawrence Tax Incremental District #1; and

**WHEREAS**, the Offer has been presented to the Town for review and consideration; and

**WHEREAS**, a project or development agreement between the buyer and the Town is required prior to any infrastructure construction or development activities progressing on this project, and

**WHEREAS**, we have reviewed the proposed purchase terms, with proposed Development Agreement in its entirety;

**NOW THEREFORE BE IT RESOLVED** by the Town Board of the Town of Lawrence, that it is in the best interests of the Town to accept the Offer to Purchase and Development Agreement according to its terms.

**FURTHER RESOLVED**, that the Town Chairman and Town Administrator, to wit: Lanny Tibaldo and Patrick Wetzels, respectively, are jointly authorized and directed to forthwith execute and deliver the purchase documents to the Buyer or its representative and authorized to execute the DePere Select Soccer Club, Inc. Development Agreement.

**FURTHER RESOLVED**, that the Town Chairman and Town Administrator are jointly authorized to determine whether all conditions of the sale are satisfied and upon that determination, to execute and deliver to the Buyer, the title company handling the closing of the purchase of the Property and any other person or entity to whom delivery of closing documents may be appropriate, all documents pertaining to the conveyance of the Property on terms acceptable to the Town Chairman and Town Administrator in their discretion, and all documents required to accomplish the purposes of the sale of the Property, the signatures of the Town Chairman and Town Administrator on any such documents to be conclusive evidence that they deemed the same to be in the best interests of the Town.

**FURTHER RESOLVED**, that any actions of either the Town Chairman or the Town Administrator taken jointly or severally by them, that would have been authorized either jointly or severally by the foregoing resolutions, but for the fact the same were taken before the execution of this Resolution, be and hereby are ratified and approved in all respects.

Approved and adopted by the members of the Town Board of the Town of Lawrence, Brown County, State of Wisconsin this 12th day of May, 2025

Vote:   \_\_\_ -Aye  
          \_\_\_ -Nay

Town of Lawrence

Attest:

\_\_\_\_\_  
Dr. Lanny J. Tibaldo, Town Chairperson

\_\_\_\_\_  
Cindy Kocken, Town Clerk-Treasurer



## Agenda Item Review

Meeting Date: May 12, 2025  
Agenda Item#: 16

### TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Cindy Kocken, Clerk-Treasurer  
**AGENDA ITEM:** **Resolution 2025-005 Supporting Brown County to Purchase New DS-300 Voter Tabulator Machines**

#### FISCAL IMPACT:

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

#### Item History

##### **Background on DS-200 Tabulator Replacement**

The current DS-200 voter tabulator machines in Brown County were originally purchased in 2011. These machines have now surpassed their intended operational lifespan of 10 years. Recognizing the need to modernize the equipment, Brown County Clerk Patrick Moynihan has engaged in substantive discussions with county administration to propose the acquisition and deployment of the newer DS-300 voter tabulator machines.

The proposed transition to the DS-300 is critical for ensuring the ongoing integrity and efficiency of the election process. The newer machines are not only more reliable but also compatible with Brown County's recently upgraded Election Management System. This uniformity across systems enhances software integration, reduces training burdens, and improves overall election administration.

Clerk Moynihan remains optimistic that the initiative will secure the required two-thirds majority vote from the County Board for final approval.

##### **Recommended Action By Town Board**

Staff recommends approval of Resolution 2025-005 supporting Brown County to purchase new DS-300 voter tabulator machines.



**TOWN OF LAWRENCE  
RESOLUTION NO. 2025-005**

**A RESOLUTION REFLECTING THE TOWN OF LAWRENCE  
SUPPORTING BROWN COUNTY TO PURCHASE NEW ES&S DS-300 VOTER  
TABULATING MACHINES ON BEHALF OF ALL BROWN COUNTY  
MUNICIPALITIES.**

**WHEREAS, the Brown County Clerk's Office has determined the need to replace all county-owned DS-200 Voter Tabulator Machines; and**

**WHEREAS, the DS-200 Voter Tabulator Machines have far-exceeded the original longevity period of ten (10) years of projected use, with well over twelve (12) years of service to Brown County municipalities; and**

**WHEREAS, the voters of the Town of Lawrence would benefit from the latest available election-related technology by obtaining the new ES&S DS-300 Voter Tabulator Machines, thus providing assurances that no voter is disenfranchised due to potential equipment malfunction; and**

**WHEREAS, the new ES&S DS-300 Voter Tabulator Machines as purchased, distributed, and administered by the Brown County Clerk's Office allows for continued continuity of the election process, it also provides uniform software compatibility with the recently upgraded Election Management System. Together, consistent ballot style creation, printing, USB tabulator and ExpressVote programming are realized; and**

**WHEREAS, Brown County purchased the initial DS-200 Voter Tabulator Machines for all county municipalities in 2011, and the present election administrative system has proven itself to be successful and has provided the framework for continued Brown County Clerk's Office leadership in this realm.**

**NOW, THEREFORE BE IT RESOLVED, that the Town of Lawrence fully supports Brown County in purchasing the new ES&S DS-300 Voter Tabulator Machines and associated equipment by whatever means necessary to ensure voting accuracy, security, and transparency.**

**BE IT FURTHER RESOLVED, with this resolution, once adopted, an executed copy shall be scanned and e-mailed or a hard copy mailed to the Brown County Clerk, Brown County Supervisor Kevin Gannon and Brown County Supervisor Tom Peters reflecting our community support.**

**Adopted by Town of Lawrence, Wisconsin, this 12 day of May 2025.**

Vote: -Aye  
-Nay

Town of Lawrence

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Dr. Lanny J. Tibaldo, Town Chairperson

Attest:

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Cindy Kocken, Town Clerk-Treasurer



## Agenda Item Review

Meeting Date: May 12, 2025  
Agenda Item#: 17

### 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:** Review of TID Budget Projections for 2025 – TID 1 and 2

#### **FISCAL IMPACT:**

- |                              |                                       |
|------------------------------|---------------------------------------|
| 1. Is there A Fiscal Impact? | Yes                                   |
| 2. Is it Currently Budgeted? | Yes, via this action for confirmation |

#### **Item History**

Projected revenues, expenses and debt service outlined for TIF Districts 1 and 2 attached for review.

TID 3 is in progress as the Fabick project establishes it's new incremental value and discussions continue with the Lawrence Town Center project.

#### **Recommended Action By Town Board**

Review of TID budget projections for 2025 and consider approval.



## TID 1 - Budget Projection Worksheet

Draft - For Discussion Purposes

	Projected			Projected	Projected
Revenues	2022	2023	2024	2025	2026
Taxes (Homes + dev)	\$ 214,231	\$ 534,841	\$ 629,749	\$ 868,591	\$ 930,000
Town Assessments	\$ 50,000	\$ 30,000		\$ -	\$ -
Farm Lease	\$ 5,000	\$ 5,000		\$ -	\$ -
Land Sales	\$ 792,050	\$ 500,000	\$ 707,000	\$ 1,000,000	\$ 700,000
Debt Proceeds - Funds on Hand	\$ -				
<b>Estimated TIF Revenue</b>	<b>\$ 1,061,281</b>	<b>\$ 1,069,841</b>	<b>\$ 1,336,749</b>	<b>\$ 1,868,591</b>	<b>\$ 1,630,000</b>

	Projected			Projected	Projected
Expense	2022	2023	2024	2025	2026
Incentive Payment, TRINKS, SEAWAY & ISA	\$ -	\$ 25,000	\$ 32,459	\$ 77,459	\$ 89,459
Engineering/Planning Services	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Staff Wages/TIF Administration - 5%	\$ 27,000	\$ 28,000	\$ 35,000	\$ 35,000	\$ 35,000
<b>Debt Payments</b>					
I-41 Corridor Water/Sewer					
MS Land Purchase - 150 ac	\$ -	\$ -			
Carpenter South (Town)					
Lawr. Pkwy - 2019A notes	\$ 155,800	\$ 153,600	\$ 151,400	\$ 154,150	\$ 151,850
Lawr. Pkwy - Trust Fund Note	\$ 163,832	\$ 163,832			
ISA UpFront pmt - Trust Fund Loan	\$ 38,085	\$ 38,086	\$ 38,085	\$ 38,085	\$ 38,085
IPR Land - Phase I - Trust Fund Loan	\$ 66,164	\$ 271,250	paid, amt		
2021 American Drive Phase I	\$ 53,219	\$ 321,118	paid, amt		
2021A Notes - Tax Exempt	\$ 101,767	\$ 154,302	\$ 154,327	\$ 151,890	\$ 151,866
2021B Notes - Taxable (Land)	\$ 101,798	\$ 189,900	\$ 301,250	\$ 301,400	\$ 301,450
Lwr Pkwy South Pond Expansion			\$ -	\$ 24,914	\$ 52,108
Trust Fund - (TID 3) - Offsite fill			\$ -	\$ 2,992	\$ 6,257
2024A - Refi 2019 trust fund			\$ -	\$ 212,518	\$ 233,150
2024B - Refi 2021/2022 trust fund			\$ -	\$ 363,122	\$ 323,930
2024 Trust Fund - infrastructure - 1.65m			\$ -	\$ 73,234	\$ 147,921
Torchwood/Beck Way - 1.9m 2024			\$ -	\$ -	\$ 148,848
<b>TIF Debt Totals</b>	<b>\$ 680,665</b>	<b>\$ 1,292,088</b>			
<b>Estimated TID 1 Expenses</b>	<b>727,665</b>	<b>1,365,088</b>	<b>732,521</b>	<b>1,454,765</b>	<b>1,699,923</b>

Net - Revenues/Debt Expense      \$ 333,616   \$ (295,247)   \$ 604,228   \$ 413,826   \$ (69,923)

## TID 2 - Budget Projection Worksheet

Draft - For Discussion Purposes

TID 2 - Budget Projection Worksheet

	Projected	Projected	Projected	Projected	Projected	Projected
	2022	2023	2024	2025	2026	2027
<b>Revenues</b>						
Taxes	\$ 278,643	\$ 425,700	\$ 390,600.55	\$ 552,956	\$ 590,000	\$ 625,000
Town Assessments	TBD	\$ 199,965.32	TBD	\$ 8,000	\$ 9,500	\$ 9,000
Misc. Revenues	\$ -	\$ -	\$ -	\$ 1,200,000	\$ -	\$ -
Land Sales or Lease Revenues	\$ -	\$ 100,000		\$ -		
Debt Proceeds	\$ 300,000	TBD	TBD	\$ -		
Fund Balance (carried from prior sale)	\$ 575,338		\$ 130,000			
<b>Estimated TIF Revenue</b>	<b>\$ 1,153,981</b>	<b>\$ 725,665</b>	<b>\$ 520,601</b>	<b>\$ 1,760,956</b>	<b>\$ 599,500</b>	<b>\$ 634,000</b>

	Projected					
<b>Expense</b>	2022	2023	2024	2025	2026	2027
Incentive Payment	\$ 230,000	248,000	244,480	\$ 265,500	\$ 265,500	\$ 265,500
Engineering/Planning Services	\$ 15,000	15,000	15,000	\$ 10,000	\$ 10,000	\$ 10,000
Staff Wages/TIF Administration - 5%	\$ 30,000	32,000	34,000	\$ 36,000	\$ 38,000	\$ 40,000
<b>Debt Payments</b>						
Trust Fund Loan - 2.5% - Parcel L-162	\$ 575,338					
Trust Fund Loan - Derouin Pond		\$ 19,704	\$ 217,100	\$ 217,100	\$ 217,099	
<b>Est. Design Costs - Connect to I-41</b>	<b>\$ 300,000</b>					
Trust Fund - Nutmeg Ext			\$ 9,047	\$ 36,583	\$ 36,583	\$ 36,583
Trust Fund - Packerland Water/Sewer				\$ 36,195	\$ 75,701	\$ 75,701
Trust Fund Loan - Relocate Utilities				\$ 62,142	\$ 125,518	\$ 125,518
Trust Fund - Quarry Pk Dr Culverts				\$ -	\$ 25,138	\$ 29,558
Scheuring Road Urbanization (DOT Grant)					start - interest	start - P&I
EB-39 Project - interchange connection					start - interest	start - P&I
<b>TIF Debt Totals</b>	<b>\$ 1,150,338</b>	<b>314,704</b>	<b>519,627</b>	<b>663,520</b>	<b>793,538</b>	<b>582,860</b>