

Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, July 27, 2022
Regular Meeting at 6:30 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of July 11, 2022, Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Liquor License Application for the remainder of the period of July 1, 2022 – June 30, 2023 – Sgambati's New York Pizza/Agent, Brandon Kofler
9. Review of Recommendations and Reports from Planning & Zoning Board:
 - a. Discussion/Consideration of Street Name Change at French Road at Parcel L-1803 by Mau & Associates
 - b. *Set Public Hearing* for Conditional Use Permit for approval of fence location per Town Ordinance 300-14 for 1772 Applewood Drive, Parcel #L-1900 by Benjamin & Rebecca Clark
 - c. *Set Public Hearing* for Conditional Use Permit for approval of fence location per Town Ordinance 300-14 for 1141 Applewood Drive, Parcel #L-1858 by Nick Janssen
 - d. Consideration of Planning & Zoning Recommendation to Amend Zoning Ordinance 300-23(f)-Fence Requirements, consider public hearing.
10. Consideration on Hobart-Lawrence Police Dept Vehicle Leasing Proposal via Enterprise Fleet Management
11. Consideration on Brown County Cost Share and Municipal Project Agreement – New Roundabout for Intersection of Grant Street/CTH EE and Mid Valley Drive (Financed in part by Federal Grant Funds)
12. Consideration of Pay Request #2 – 2022 Town Road Improvement/Paving – MCC, Inc. - \$199,705.45
13. Administrator/Staff Reports
14. Future Agenda Items
15. **Closed Session** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: parameters on prospective development – Lawrence Parkway Corridor / Integrated Public Resources*).
16. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
17. Adjourn

Patrick Wetzels for Dr. Lanny J. Tibaldo

Posted at the following on July 22, 2022:

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

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

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	37010	Computer Minten	04/30/2022	1,497.00	.00		
869	AIT Business Technologies, LLC	37010	Computer Beining	04/30/2022	1,389.00	.00		
869	AIT Business Technologies, LLC	37010	IT Services	04/30/2022	900.00	.00		
Total AIT Business Technologies, LLC:					3,786.00	.00		
Allstate								
862	Allstate	M01D0797186	Insurance	07/05/2022	295.24	295.24	07/12/2022	
Total Allstate:					295.24	295.24		
Ambrosius Sales & Service								
22	Ambrosius Sales & Service	48238	Chainsaw Maintenance	07/11/2022	89.98	.00		
22	Ambrosius Sales & Service	48358	Mower Maintenance - Cemetery	07/14/2022	141.89	.00		
22	Ambrosius Sales & Service	48358	Mower Maintenance - Cemetery	07/14/2022	141.89	.00		
Total Ambrosius Sales & Service:					373.76	.00		
Brown County Port & Resource Recovery								
73	Brown County Port & Resource R	51519	Trash Collection/Street Sweeping	06/30/2022	866.02	.00		
73	Brown County Port & Resource R	51519	Trash Collection	06/30/2022	6,182.19	.00		
73	Brown County Port & Resource R	51519	Port & Solid Waste-Recycling Rev	06/30/2022	1,965.29-	.00		
Total Brown County Port & Resource Recovery:					5,082.92	.00		
City of De Pere								
99	City of De Pere	021422	Grant Street Underdeck Lighting	02/14/2022	66.79	.00		
Total City of De Pere:					66.79	.00		
Civic Systems LLC								
101	Civic Systems LLC	CVC21965	Annual Support for Software-SF	06/20/2022	1,700.00	.00		
101	Civic Systems LLC	CVC21965	Annual Support for Software-GF	06/20/2022	1,700.00	.00		
101	Civic Systems LLC	CVC21965	Annual Support for Software-WF	06/20/2022	3,400.00	.00		
101	Civic Systems LLC	CVC22154	Annual Support for Software-SF	06/27/2022	1,486.25	.00		
101	Civic Systems LLC	CVC22154	Annual Support for Software-WF	06/27/2022	2,972.50	.00		
101	Civic Systems LLC	CVC22154	Annual Support for Software-GF	06/27/2022	1,486.25	.00		
Total Civic Systems LLC:					12,745.00	.00		
Clifton Larson Allen LLP								
887	Clifton Larson Allen LLP	3324705	Audit	06/27/2022	5,880.00	.00		
887	Clifton Larson Allen LLP	3324705	Audit Sewer	06/27/2022	2,940.00	.00		
887	Clifton Larson Allen LLP	3324705	Audit Water	06/27/2022	2,940.00	.00		
Total Clifton Larson Allen LLP:					11,760.00	.00		
Core & Main LP								
200	Core & Main LP	Q962094	Sanitary Sewer	07/01/2022	550.00	.00		
200	Core & Main LP	Q968608	Hydrant Maintenance	07/01/2022	346.00	.00		
200	Core & Main LP	R143628	Curb Box	07/01/2022	150.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Core & Main LP:					1,046.00	.00		
Country Visions Cooperative								
106	Country Visions Cooperative	819	Shop Supplies	07/14/2022	12.19	.00		
Total Country Visions Cooperative:					12.19	.00		
CRI DEVELOPMENT								
997	CRI DEVELOPMENT	22-02-0005	Contractor Deposit Refund-2143	07/24/2022	1,000.00	.00		
Total CRI DEVELOPMENT:					1,000.00	.00		
DePere Greenhouse								
121	DePere Greenhouse	036284	Funeral Plant - Moureau	07/11/2022	110.95	.00		
Total DePere Greenhouse:					110.95	.00		
Engebos Heating & Cooling, Inc								
146	Engebos Heating & Cooling, Inc	10992	HVAC Repair - Town Hall	06/30/2022	758.00	.00		
Total Engebos Heating & Cooling, Inc:					758.00	.00		
EZ Glide Garage Doors & Openers								
150	EZ Glide Garage Doors & Opener	017512-IN	Repair Garage Doors - 2434 Little	07/08/2022	215.80	.00		
Total EZ Glide Garage Doors & Openers:					215.80	.00		
Fox Valley Truck & Body Inc.								
503	Fox Valley Truck & Body Inc.	056430	Vehicle #3	07/14/2022	675.86	.00		
Total Fox Valley Truck & Body Inc.:					675.86	.00		
Grainger								
185	Grainger	1452355528	Park Supplies	07/08/2022	67.68	.00		
Total Grainger:					67.68	.00		
Green Bay Metropolitan Sewage District								
192	Green Bay Metropolitan Sewage	1229	Services for June	07/12/2022	53,287.77	.00		
Total Green Bay Metropolitan Sewage District:					53,287.77	.00		
IIMC								
845	IIMC	14438-2023	Dues	07/06/2022	175.00	.00		
Total IIMC:					175.00	.00		
Matrix Sciences								
314	Matrix Sciences	IV-00-37740	Water Samples	06/15/2022	47.63	.00		
Total Matrix Sciences:					47.63	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	0926558	CTH S Utility-Development	05/12/2022	9,202.07	.00		
285	McMahon Associates, Inc.	0926558	CTH S Utility-Development	05/12/2022	14,674.29	.00		
285	McMahon Associates, Inc.	0926558	CTH S Utility-Development	05/12/2022	817.80	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
285	McMahon Associates, Inc.	0926603	Lawrence Parkway Engineering P	05/13/2022	1,476.00	.00		
285	McMahon Associates, Inc.	0927149	Derouin Pond	07/12/2022	370.00	.00		
285	McMahon Associates, Inc.	0927221	Spring Meadow Pond Eco Svcs	07/13/2022	1,068.00	.00		
Total McMahon Associates, Inc.:					27,608.16	.00		
Menards Inc								
286	Menards Inc	1317	Shop Supplies	07/14/2022	15.46	.00		
286	Menards Inc	1361	Park Supplies	07/15/2022	10.49	.00		
286	Menards Inc	1361	Truck maintenance	07/15/2022	15.98	.00		
286	Menards Inc	1485	Shop Supplies	07/18/2022	5.98	.00		
286	Menards Inc	1487	Shop Supplies	07/18/2022	89.97	.00		
Total Menards Inc:					137.88	.00		
NAPA								
306	NAPA	370325	Public Works Tools	07/18/2022	41.49	.00		
Total NAPA:					41.49	.00		
Pro One Janitorial Inc								
342	Pro One Janitorial Inc	187978	Office Cleaning	07/20/2022	565.00	.00		
Total Pro One Janitorial Inc:					565.00	.00		
Silvertree Homes LLC								
1077	Silvertree Homes LLC	22-01-0005	Contractor Deposit Refund-2445	07/08/2022	1,000.00	.00		
Total Silvertree Homes LLC:					1,000.00	.00		
TCD Homes								
404	TCD Homes	22-01-0021	Contractor Deposit Refund-2317	07/15/2022	1,000.00	.00		
Total TCD Homes:					1,000.00	.00		
Tim Halbrook Builders								
601	Tim Halbrook Builders	21-03-0031	Contractor Deposit Refund-2924	06/29/2022	1,000.00	.00		
Total Tim Halbrook Builders:					1,000.00	.00		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1011235-00	PW Supplies	07/14/2022	62.95	.00		
Total Truck Equipment Inc.:					62.95	.00		
Village of Hobart								
450	Village of Hobart	06302022	Court Seminars/Conference/Educ	06/30/2022	96.67	.00		
450	Village of Hobart	06302022	Blood Draws	06/30/2022	75.58	.00		
450	Village of Hobart	06302022	Court Health/Dental/Life/WC	06/30/2022	102.47	.00		
450	Village of Hobart	06302022	Police Seminars/Conf/Training	06/30/2022	241.90	.00		
450	Village of Hobart	06302022	Police Uniforms	06/30/2022	171.07	.00		
450	Village of Hobart	06302022	Judge Salary	06/30/2022	233.33	.00		
450	Village of Hobart	06302022	Police Supplies	06/30/2022	666.10	.00		
450	Village of Hobart	06302022	Court Supplies	06/30/2022	70.71	.00		
450	Village of Hobart	06302022	Police Retirement Expense	06/30/2022	3,527.86	.00		
450	Village of Hobart	06302022	Telephone/Cell/Data	06/30/2022	1,267.25	.00		
450	Village of Hobart	06302022	Police Captial Equipment	06/30/2022	7,372.12	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
450	Village of Hobart	06302022	Grants	06/30/2022	1,512.36-	.00		
450	Village of Hobart	06302022	Court Clerk Payroll Tax	06/30/2022	80.00	.00		
450	Village of Hobart	06302022	Background Checks	06/30/2022	64.60	.00		
450	Village of Hobart	06302022	Police Fuel Expenses	06/30/2022	1,714.16	.00		
450	Village of Hobart	06302022	Health, Dental, Life, Wrk comp	06/30/2022	3,189.48	.00		
450	Village of Hobart	06302022	Court Clerk Wages	06/30/2022	839.20	.00		
450	Village of Hobart	06302022	Police/Admin Salaries	06/30/2022	28,688.38	.00		
450	Village of Hobart	06302022	Law & Ordinance Violations	06/30/2022	3,116.67-	.00		
450	Village of Hobart	06302022	Police/Adm Payroll Taxes	06/30/2022	2,092.19	.00		
450	Village of Hobart	06302022	Municipal Attorney	06/30/2022	20.16	.00		
450	Village of Hobart	06302022	Police Vehicle Maintenance	06/30/2022	525.51	.00		
Total Village of Hobart:					46,409.71	.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	4453376	Services 2400 Shady Ct	07/08/2022	63.30	.00		
801	Wil-Kil Pest Control	4453377	Services 2400 Shady Ct	07/08/2022	137.80	.00		
801	Wil-Kil Pest Control	4457947	2595 French Rd	07/08/2022	106.00	.00		
Total Wil-Kil Pest Control:					307.10	.00		
Wisconsin Media								
175	Wisconsin Media	0004742340	Public Notices	07/01/2022	134.67	.00		
Total Wisconsin Media:					134.67	.00		
Grand Totals:					169,773.55	295.24		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, July 11, 2022
This meeting was held in person and virtually via Zoom.

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:31 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brien, Tom Perock, and Kari Vannieuwenhoven

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

Excused: Supervisor Tonya Wagner

3. Pledge of Allegiance

4. Approve Agenda

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

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

Resident, Larry Boldt, 2029 Little Rapids, commented on material stored outside fenced area at a business located on Little Rapids.

6. Consider minutes of the June 27, 2022, Town Board Meeting:

Supervisor Brien made the motion to approve the June 27, 2022, Town Board meeting minutes as presented. Supervisor Perock seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Intro and Swearing in of new Hobart/Lawrence Police Officer Mark Stary:

Chief Randy Bani introduced new Hobart/Lawrence Police Officer Mark Stary. Clerk, Cindy Kocken swore in Officer Stary as the newest member of the Hobart/Lawrence Police Department.

9. Consideration of American Drive Change Order #5 – Carl Bowers – Extend Asphalt/Dredging Deadlines:

The change order addresses expected deadlines for the completion of asphalt paving on American Boulevard as well as dredging the navigable stream in the vicinity of American Boulevard on Town owned property. The project schedule was impacted by a 60-day spring moratorium on stream maintenance activities like this.

Supervisor Brien made the motion to approve the American Drive Change Order #5 for Carl Bowers, extending asphalt/dredging deadlines as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

10. Discussion on Hobart-Lawrence Police Dept Vehicle Leasing Proposal via Enterprise Fleet Management:

Administrator Wetzel discussed the proposed fleet management program from Enterprise for the Police Department vehicles. The Village of Hobart is investigating the use of leased vehicles for their fleet management program for police and public works vehicles. As a partner with the Village of Hobart in the Hobart/Lawrence Police Department, the Town had recent discussions about Hobart's interest in pursuing leased police vehicles as part of their fleet management program.

11. Consideration on Future Strategy for Use of Zoom for Town Meetings:

The Town Board has discussed whether to continue operating Town Board meetings via Zoom, which started in early 2020 with the onset of the pandemic and gathering restrictions. Options and parameters were discussed.

Supervisor Perock made the motion to discontinue regular use of Zoom for all Town Board meetings with the following conditions to maintain ability to utilize Zoom for future meetings or events:

1. In event of public/health emergency;
2. If needed to obtain a quorum of board members to hold meeting(s);
3. If need to accommodate large events or audiences;
4. Banners and public chat will be disabled.

Supervisor Brienien seconded the motion. The motion carried 3-1 with Supervisor Vannieuwenhoven voting nay.

12. Administrator/Staff Reports

Staff reports were given. Chairman Tibaldo announced the passing of seasonal employee Ron Moureau, our thoughts are with the family at this time.

13. Future Agenda Items:

- a. Hobart-Lawrence Police Dept Vehicle Leasing Proposal via Enterprise Fleet Management
- b. Brown County Cost Share and Municipal Project Agreement – New Roundabout for Intersection of Grant Street/CTH EE and Mid Valley Drive (Financed in part by Federal Grant Funds)

14. Closed Session: Supervisor Brienien made the motion to move to closed session at 8:32pm Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: parameters on prospective development – Lawrence Parkway Corridor / Integrated Public Resources*). Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Vannieuwenhoven, aye; Supervisor Perock, aye; Chairman Tibaldo, aye. The motion carried unanimously.

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

Supervisor Brienien made the motion at 9:35pm to return to regular open session. Supervisor Perock seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Vannieuwenhoven, aye; Supervisor Perock, aye; Chairman Tibaldo, aye. The motion carried unanimously.

16. Adjourn:

Supervisor Perock made the motion at 9:36pm to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer



Agenda Item Review

Meeting Date: 7/25/2022

Agenda Item#: 8

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: Liquor License Application for Sgambati's Pizza

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? No, fees collected will cover the Town's cost

Item History

There is a change in ownership for Sgambati's Pizza. Brandon Kofler is in the process of purchasing the business and made an application to acquire the liquor license for the remainder of the calendar licensing year 2022-2023. The company that will own the Sgambati's Pizza is called LegitMoney, LLC, owned by Brandon Kofler. Brandon will run the business and is named Agent.

The current liquor license is required to be relinquished before the new one is issued, so there will only be one active liquor license for that premise.

The background check was completed by the Hobart-Lawrence Police Department and Chief Bani has approved the application as presented.

The required legal notice was published on July 5th, 6th and 7th and all fees have been paid.

Recommended Action By Town Board

Recommend approval of the Liquor License for LegitMoney, LLC, Brandon Kofler as presented.

LIQUOR & BEER APPLICATIONS

The following application has been received by the Town of Lawrence for license to sell beer/intoxicating liquors for the 2022-2023 License year:

CLASS "B" COMBINATION LIQUOR & BEER

LegitMoney LLC /Brandon Kofler, Agent at 1700 Sand Acres Drive, DePere WI 54115 trade name **Sgambatis New York Pizza**

Dated this 29th day of June 2022

Cindy Kocken, Clerk-Treasurer

Town of Lawrence

Publish July 5th, July 6th & July 7th, 2022

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

TOWN OF LAWRENCE
2400 SHADY CT
DE PERE WI 54115-9410

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-083387	0005320986	\$42.74	\$0.00	\$42.74	Credit Card	\$0.00	\$42.74

Sales Rep: tmondloch

Order Taker: KDufraigne

Order Created 06/29/2022

Product	# Ins	Start Date	End Date
GWM-GPG-Green Bay Press-Gazette	3	07/05/2022	07/07/2022
GWM-GPGW-Green Bay Press-Gazette Digital	28	07/05/2022	08/01/2022

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 06/29/2022

LIQUOR & BEER APPLICATIONS

The following application has been received by the Town of Lawrence for license to sell beer/intoxicating liquors for the 2022-2023 License year:

CLASS "B" COMBINATION LIQUOR & BEER

LegitMoney LLC /Brandon Kofler, Agent
at 1700 Sand Acres Drive, DePere WI
54115 trade name **Sgambatis New York Pizza**

Dated this 29th day of June 2022
Cindy Kocken, Clerk-Treasurer
Town of Lawrence
Run: July 5, 6, 7, 2022 WNAXLP



Agenda Item Review

Meeting Date: 7/25/22

Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

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

1. Consideration of Street Name Change at French Road at Parcel L-1803 by Mau & Associates.

The CSM for parcel L-1803 was recorded September of 2021, it included the street names of North Stellita Circle and Meyer Way. We received a request from Mau and Associates to change the street names to Midnight Star Circle and Diamond Breeze Way. PZ recommends approval only if DePere gives approval for the changes. If approved, the Town shall be reimbursed for expenses associated with the change and street sign costs. Motion carried with a 5-0 vote on 7/13/22. Staff recommends approval if conditions are met, noting that record drawings and construction plans need to be updated to avoid future confusion.

2. Consideration of Conditional Use Permit for approval of fence location per Town Ordinance 300-14. SET PUBLIC HEARING DATES ONLY...8/15/22

Both properties have similar requests but will be handled as separate requests for decisions.

- a. 1772 Applewood Drive, Parcel #L-1900 by Benjamin & Rebecca Clark.

PZ recommends approval of placement of the 6' fence at a location of 15' from the property line.

- b. 1141 Applewood Drive, Parcel #L-1858 by Nick Janssen

PZ recommends approval of placement of the 6' fence along the property line.

3. Ordinance Review: Fence requirements per Swimming Pool Ordinance 300-23(f)

SET PUBLIC HEARING DATE ONLY...8/15/22

PZ recommends removing the option for a fence waiver, and adding language noting that the fence must be in place prior to use of the swimming pool. Staff recommends approval of the change, noting safety concerns...

- a. A pool cover may only last 5-10 years, warranties for 3-5 years (manual or auto)
- b. CDC data suggests fences are part of the solution to drownings (see info)

RECEIVED
JUN 14 2022

22-06-0013
L-1803



TOWN OF LAWRENCE STREET NAME CHANGE APPLICATION

GENERAL INFORMATION

Purpose:	A Certified Survey Map (CSM) is a legal recorded property description created in accordance with Wisconsin Statutes 236 and Brown County Ordinances Chapter 21. All CSMs must be created by a registered land surveyor. A CSM can divide property in 1-4 parcels. Five or more parcels require a subdivision plat.
Fee:	
Meeting Dates/Times:	\$75.00
Application/Information Submittal:	CSM Applications are first reviewed by the Planning and Zoning Board. A completed application along with appropriate fee must be submitted to the Town's Business Office. One (1) complete copy of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
Ordinance:	<u>Town of Lawrence Ordinance § 267-29</u>

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

SECTION 1: APPLICANT INFORMATION

Applicant Name: Steven M. Bieda

Mailing Address: 400 Security Blvd

City: Green Bay

State: WI

ZIP Code: 54313

Email: sbieda@mau-associates.com

Phone Number: 920-434-9670

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

Owner/Developer Name: R & F Enterprises of Green Bay, LLC - Frank Callaway

Mailing Address: 3230 Eiler Road

Email: frank@bestenterprisesllc.com

City: DePere

State: WI

ZIP Code: 54115

Email:

Phone number: 920-371-1066

SECTION 3: PROJECT OR SITE LOCATION

Project Address: French Road

Parcel #(s): L-1803

Parcel Size: 8.70 acres

Current Zoning District:

Frontage: 1,587.58'

Legal Description: on attached CSM



**TOWN OF LAWRENCE
CSM REVIEW APPLICATION**

SECTION 4: CSM INFORMATION

Present Street Names:	Meyer Way and North Stellita Circle.
Proposed Street Names:	Change Meyer Way to Diamond Breeze Way Change North Stellita Circle to Midnight Star Circle.

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the Town.

SECTION 5: CERTIFICATION and PERMISSION

CERTIFICATION: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this permit application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and or forfeiture under the provisions of applicable laws.

PERMISSION: I hereby give the Town permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Signature of Applicant:

Date:

6/6/22



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

Name: _____

Check # _____ Amount: \$ 75.00

RECEIVED

Date: JUN 14 2022

Meeting Date: July 13, 2022

Permit #: 22-06-0013

Parcel #: L-1803

District: _____ Zoning: _____



LOT 1
50CSM6

L-424-3
145,510 SF

LOT 2

DAVID L HORRE

LOT 3
275,025 SF
124,339 SF

R&F ENTERPRISES OF GREEN BAY LLC

N. STELLATA CIR

LOT 1803-1
275,025 SF
180,140 SF

LOT 2
CSM 9458

R&F ENTERPRISES OF GREEN BAY LLC

MEYER WA

LOT 1803-2
275,025 SF
180,140 SF

R&F ENTERPRISES OF GREEN BAY LLC

LOT 1803-3
275,025 SF
180,140 SF

R&F ENTERPRISES OF GREEN BAY LLC

WD-L 449
971,630
45.80 AC
1615-183

DEBRA M JENQUINE

CONSHADOW LA

CREEKSIDE WAY

CREEKSIDE CIR

JOHN E JANET M RHEIN

DEBRA M JENQUINE

DAVID S BRUNETTE

MICHAEL J POLLYE

ADAM J JANAE M HALEEN

AMY J ANDREW D BOWERS

ROBERT E BOBBIM SARDEN

LUCAS JESSICA GRAHEK

DEPERE C SOUTHW

USH 41

MID VALLEY DR

FRENCH RD

MEYER WA

WD-L 449
971,630
45.80 AC
1615-183

DEBRA M JENQUINE

CONSHADOW LA

CREEKSIDE WAY

CREEKSIDE CIR

JOHN E JANET M RHEIN

DEBRA M JENQUINE

DAVID S BRUNETTE

MICHAEL J POLLYE

ADAM J JANAE M HALEEN

AMY J ANDREW D BOWERS

ROBERT E BOBBIM SARDEN

LUCAS JESSICA GRAHEK

DEPERE C SOUTHW



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MAP# 9456

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON

04/04/2022 11:50 AM

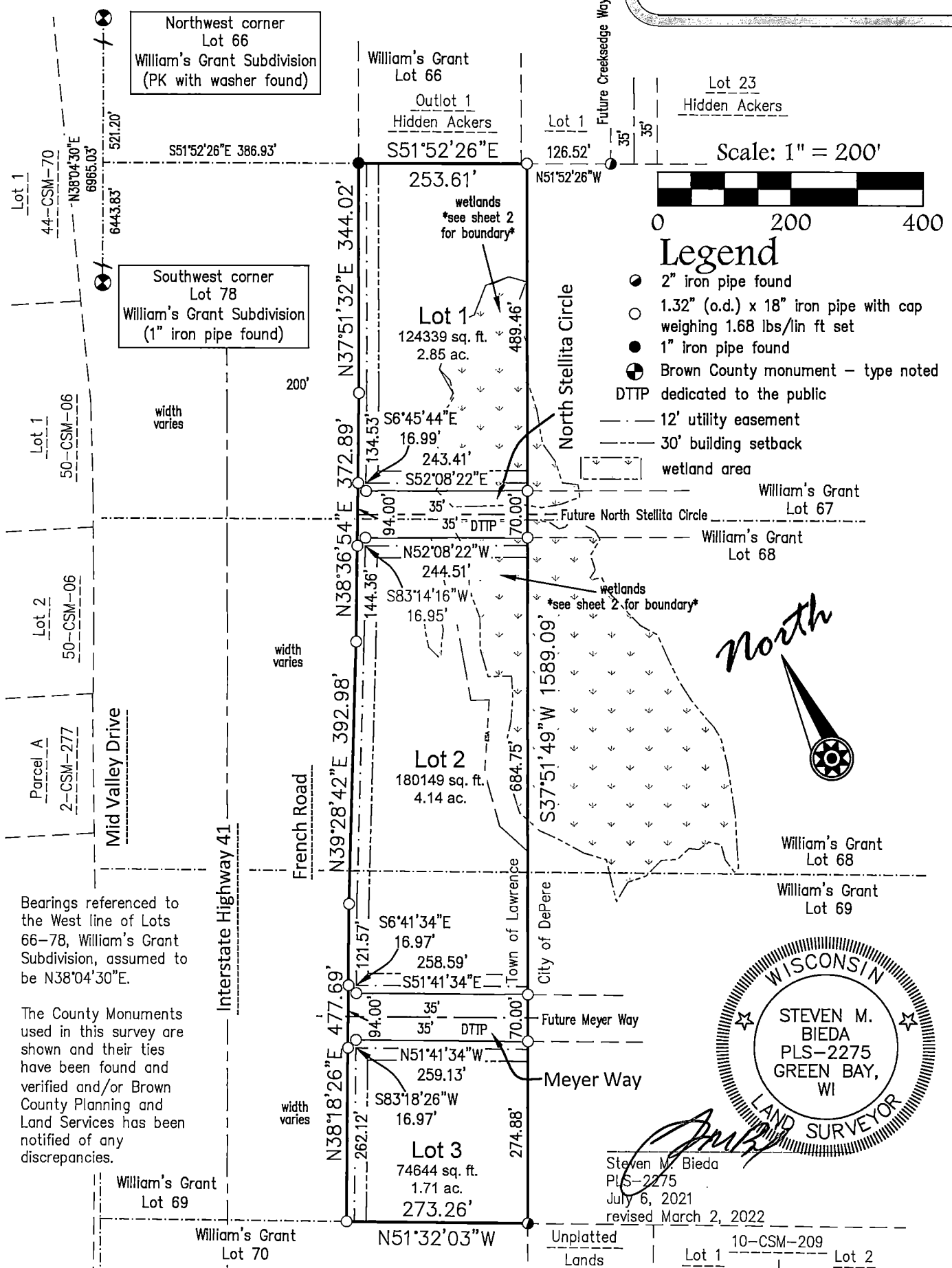
REC FEE:

REC FEE: 30.00

PAGES: 5

Certified Survey Map

Part of Lots 67, 68 & 69 of the recorded "William's Grant Subdivision", in the Town of Lawrence, Brown County, Wisconsin.





TOWN OF LAWRENCE ZONING BOARD OF APPEALS APPLICATION

GENERAL INFORMATION

Purpose:	Request for <u>Variance</u> OR <u>Appeal decision of Building Inspector</u>
Fee:	\$250.00
Meeting Dates/Times:	Meetings of the Zoning Board of Appeals shall be held at the call of the Chairperson and at such other times as the Board may determine. All meetings of the Board shall be open to the public.
Application/Information Submittal:	A completed application along with appropriate fee must be submitted to the Town's Business Office. One (1) complete copy of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
Ordinance:	<u>§ 300-198 Zoning Board of Appeals.</u> <u>§ 300-199 Variances.</u>

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

SECTION 1: APPLICANT INFORMATION

Applicant Name:	Benjamin + Rebecca Clark		
Mailing Address:	1772 Applewood Dr.		
City:	De Pere	State:	WI
		ZIP Code:	54115
Email:	REBECCALCLARK610@GMAIL.COM		
Phone Number:	920-257-3339		

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

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

SECTION 3: PROJECT OR SITE LOCATION

Project Address:	1772 Applewood Dr.	Parcel #(s):	L-1900
Parcel Size:	14,614 sq ft. (0.335 acres)		
Current Zoning District:	R-1	Frontage:	

Legal Description:



TOWN OF LAWRENCE ZONING BOARD OF APPEALS APPLICATION

SECTION 4: VARIANCE INFORMATION (IF APPLICABLE)

Describe Purposed Plan:	Fence installation
List variances required to implement the proposed plan (include ordinance numbers and short explanation of each):	Ordinance 300-46 - Currently 30 feet from right of way, petitioning to change it to 15 feet from walking path and 40 feet from the road.
Describe what hardships are imposed by zoning ordinances listed in section above making conformity unfeasible or unnecessarily burdensome:	Comfortable use of yard is not possible due to lack of privacy. A fence built within current zoning compliance would not allow lawn care equipment enough space to operate. Family & social gatherings would be uncomfortably public, preventing use of yard. Any gardening activities would be exposed to vandalism & theft. Lastly, child safety is a concern for visitors, as there is no fence to prevent children from wandering.
Describe what unique physical characteristics affect this property which prevent you from complying with the zoning ordinance:	Due to the walking path being along the property line, the "right of way" is no longer based off the road location, and is instead based along the walking path. This makes fence installation infeasible in a reasonable location to the home.
Describe how granting this variance will neither harm public interest nor undermine the purpose of the ordinance:	The purpose of the ordinance is to ensure proper visibility for traffic along the road. A fence along the proposed area would not impact driver visibility since it is 40' from the road. Pedestrian visibility is also not impacted along the walking path, as the intersection nearest to the fence is a considerable distance away. 1851 Wizard Way has a fence a few feet off the path just down the road from us, our fence would be no more of a disruption than theirs is. That fence also doesn't impede visibility at its distance from the path & road.

Signature of Applicant:

Date:

Benjamin E Clark *[Signature]* 6-10-2022



FOR OFFICE USE ONLY
APPLICATION/PAYMENT RECEIVED BY

Name: _____

Check # 1228 Amount: \$ 250.00

Date: _____ Meeting Date: _____

District: _____ Zoning: _____

Permit #: 22-00-0020

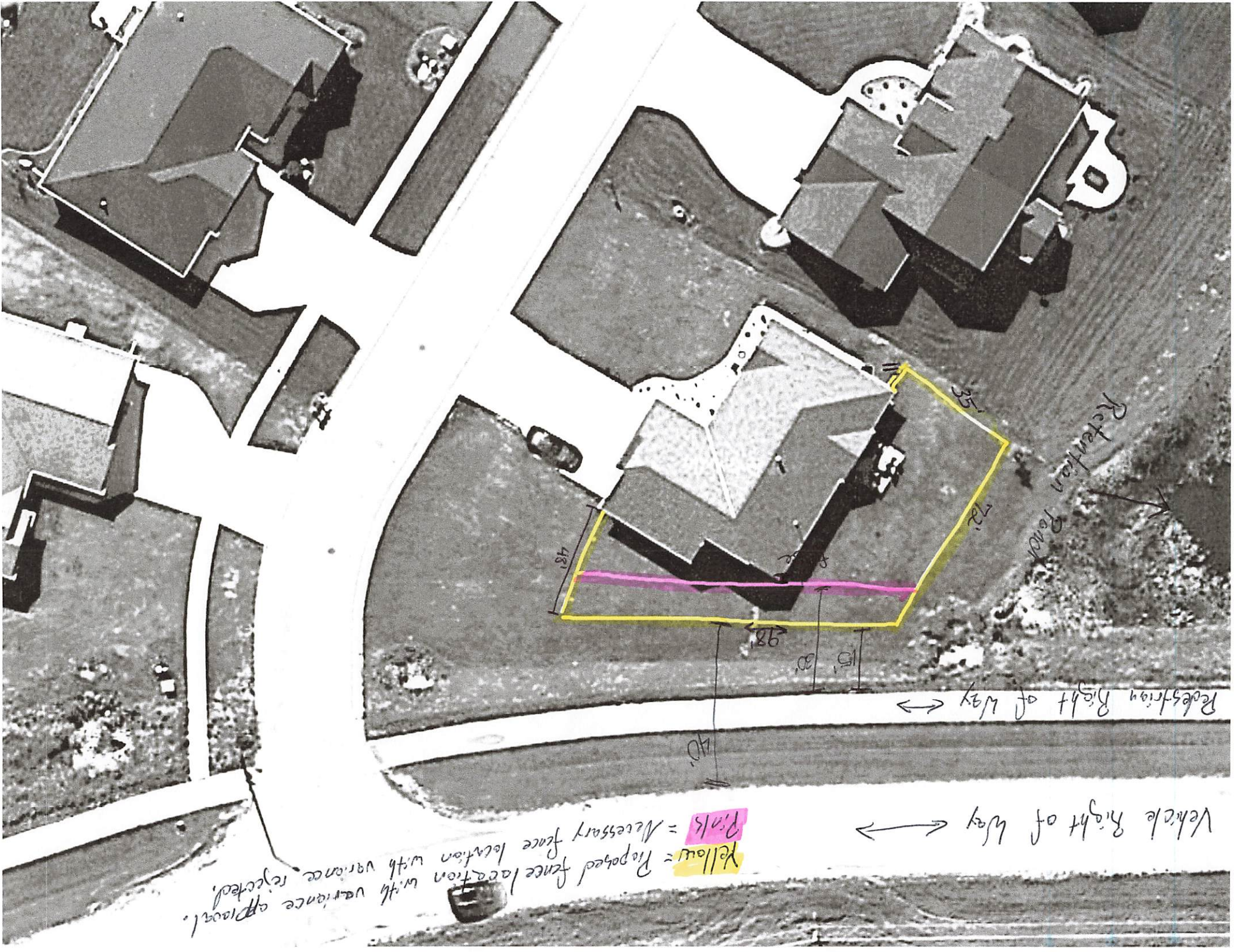
Parcel #: L-1900

Yellow = Proposed fence location with variance approved.
Pink = Necessary fence location with variance rejected.

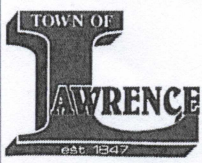
Vehicle Right of Way

Retention Right of Way

Retention Road



22-06-0031
L-1858



TOWN OF LAWRENCE ZONING BOARD OF APPEALS APPLICATION

GENERAL INFORMATION

Purpose:	Request for <u>Variance</u> OR <u>Appeal</u> decision of Building Inspector
Fee:	\$250.00
Meeting Dates/Times:	Meetings of the Zoning Board of Appeals shall be held at the call of the Chairperson and at such other times as the Board may determine. All meetings of the Board shall be open to the public.
Application/Information Submittal:	A completed application along with appropriate fee must be submitted to the Town's Business Office. One (1) complete copy of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
Ordinance:	<u>§ 300-198 Zoning Board of Appeals.</u> <u>§ 300-199 Variances.</u>

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

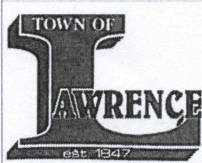
SECTION 1: APPLICANT INFORMATION

Applicant Name: Nick Janssen		
Mailing Address: 1141 Applewood Dr		
City: Delere	State: WI	ZIP Code: 54115
Email: njanssen27@yahoo.com		
Phone Number: 920 606 1700		
SECTION 2: LANDOWNER/DEVELOPER INFORMATION (IF DIFFERENT FROM APPLICANT) * same as above		

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

SECTION 3: PROJECT OR SITE LOCATION

Project Address: 1141 Applewood Dr Delere	Parcel #(s): L-1858
Parcel Size: 15409 sq ft	
Current Zoning District: R-1 Residential	Frontage:
Legal Description: Autumn Heights Lot 240	



TOWN OF LAWRENCE ZONING BOARD OF APPEALS APPLICATION

SECTION 4: VARIANCE INFORMATION (IF APPLICABLE)

Describe Purposed Plan:	6 Fence in back + side yard
List variances required to implement the proposed plan (include ordinance numbers and short explanation of each):	Unknown ordinance number, unable to find on website. Verbally told fence can not be within 30' of a "walking trail"
Describe what hardships are imposed by zoning ordinances listed in section above making conformity unfeasible or unnecessarily burdensome:	Losing 1/3 of yard, have large section of side yard unusable, no privacy from "walking trail" users. bedroom + bathroom windows are visible from "walking trail". Backyard neighboring parcel has fence to property lines and leaves a 30' jog and will look terrible
Describe what unique physical characteristics affect this property which prevent you from complying with the zoning ordinance:	"walking trail" and 30' requirement
Describe how granting this variance will neither harm public interest nor undermine the purpose of the ordinance:	neighboring parcel already has a fence along same "walking trail" and has caused no harm, unknown purpose of ordinance or any public interest harm.
Prepare and submit an electronic copy of a site plan detailing your request completely and any additional information which will support your variance request.	

Signature of Applicant:

[Handwritten Signature]

Date:

6/29/22



FOR OFFICE USE ONLY
APPLICATION/PAYMENT RECEIVED BY

Name: _____

Check # 2228

Amount: \$ 250.00

Date: _____

Meeting Date: 7/13/22

District: _____

Zoning: _____

Permit #: 22-06-0031

Parcel #: L-1858

Scheuring Rd

Scheuring Rd

Scheuring Rd

Scheuring Rd

Scheuring Rd

Applewood Dr

Applewood Dr

1141

1141 Applewood Dr,
Ashwaubenon, WI 54115





Agenda Item Review

Meeting Date: July 25, 2022

Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board

REPORT FROM: Patrick Wetzel, Town Administrator

AGENDA ITEM: **Consideration on HLPD Vehicle Leasing Proposal – Enterprise Fleet Management**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, in 2023 and beyond
2. Is it Currently Budgeted? Yes

Item History

The Village of Hobart is investigating the use of leased vehicles for their fleet management program for police and public works vehicles.

As a partner with the Village of Hobart in the Hobart-Lawrence Police Department, we've had recent discussions about Hobart's interest in pursuing leased vehicles as part of their fleet management program. I've attached the Hobart July 5th staff report and accompanying info from Enterprise Fleet Management for your preliminary review.

Currently, the department purchases approximately two new squad cars each year. We run them for 5.5 years and sell at auction for a small return as discarded surplus property. The Town and Village share in capital purchases 50%-50%. Operating costs (maintenance, fuel, etc) are split Village 2/3 and Town 1/3.

In general, the intent of a potential lease program is to operate the department with newer vehicles which are essentially less expensive to maintain and more fuel efficient. The intent is to run these vehicles for 4 years and resell them on the private market to optimize resale value, in lieu of selling at 5.5 years as we currently do.

In the projected lease transition period, specifically looking at 2027 and beyond, it appears to me that a fully leased vehicle program is close to budget neutral compared to fleet costs today.

In the early part of the 10 year projection, specifically the 2023-2027 years, the Enterprise info projects substantial savings or net cash. This appears to be the difference between annual lease payments on a handful of vehicles (compared to outright purchasing new vehicles in a single year) as well as maximizing the return of value on existing vehicles at optimum price, as opposed to stretching them out to 5.5 years and selling at auction.

Update for July 25th Meeting: Hobart Village Board approved the lease proposal at their July 19th meeting contingent on: Lawrence Town Board approval, contingent on recommendation from legal counsel that adequate price protection language is included in contracts and

contingent upon clarification from legal counsel on the process for rejected payment schedules. This motion passed unanimously by the Hobart Village Board.

Recommended Action By Town Board

Consider approval to enter into lease arrangement for the new squad cars anticipated to be acquired for the 2023 budget year.



TO: Village Board
FROM: Aaron Kramer, Village Administrator
RE: Proposed Leasing of Police and Public Works Vehicle with Enterprise Fleet Management
DATE: July 5th 2022

BACKGROUND

As inflationary pressures, future maintenance planning and our long-term capital needs (in terms of vehicle replacement) continue to put stress on our current and future budgets, staff has made a thorough review of a proposal to lease our Police Department and Public Works Vehicles from Enterprise Fleet Management. The staff has met with Enterprise on several occasions, and, due to the Town of Lawrence's partnership in the Police Department, have held two recent meetings with Lawrence staff and Enterprise. We are now ready to present our findings and recommendations.

Due to the complexity of this proposal, and the long-term impacts if implemented, we are recommending the Board receive the information this evening, and hold one more meeting – July 19th – to make a decision on which route we will choose. This would allow us adequate time to prepare the 2023-27 Capital Project plan, which will be presented in August.

CURRENT PLAN

The information in this portion of the presentation comes from the 2022-26 Capital Projects plan, which the Board adopted last summer. The price estimates were determined last summer, and will not reflect the inflationary increases we have seen since that time.

POLICE DEPARTMENT

We are proposing the replacement of two (2) cars each fiscal year:

- 2023 - \$77,000
- 2024 - \$82,000
- 2025 - \$85,000
- 2026 - \$90,000

PUBLIC WORKS DEPARTMENT

We are proposing the following vehicle replacements (not including lawn mowers over the next four years:

- 2023 – * Replace 2007 Plow Truck (\$250,000)
- 2024 – Replace 2016 ¾ ton pickup truck (\$28,000)
- 2025 – Replace 2020 Director's Vehicle (\$35,000), * Replace 2015 front end loader (\$150,000), * Replace Skid Loader (\$40,000)
- 2026 – * Replace 2007 Plow Truck (\$275,000)

* - Not included in the Enterprise Fleet Management proposal.

ENTERPRISE PROPOSAL

POLICE DEPARTMENT

Under the Enterprise proposal, the Department would lease all future vehicles, and sell its existing fleet (shown in the equity-owned column) and leased vehicles (shown in the equity-leased column), which would reduce the cost of the annual payment.

MAINTENANCE – Through the Enterprise program, we project a 15 percent reduction in maintenance spend, as well as a reduction in vehicle down time. This will be achieved by shortening the typical cycle of a police vehicle from 5-plus years to four (4) years and utilizing local vendors throughout the community. Enterprise's program will provide a single consolidated monthly invoice for all maintenance performed across the fleet, and life-to-date maintenance records for each vehicle housed on their client website. We anticipate our current maintenance program will need to be changed in the next few years, likely resulting in considerable cost increases.

FUEL – Fuel costs are projected to be reduced by 9 percent due to the better fuel efficiency of the newer vehicles, notwithstanding the current increases in overall fuel prices. With fuel costs reaching record highs and continuing to rise, this opportunity presents significant potential savings beyond that showed in Enterprise's initial 10-year projections.

PROJECTED BUDGETARY IMPACT – We anticipate considerable budgetary savings in the FY2023-27 period, as we lease vehicles, rather than purchasing, as well as lower costs for fuel and maintenance than if we maintained our current program. The proposal would be relatively neutral in terms of the budget from FY2027 forward. This is shown in the net cash column of the proposal. These savings, even if revenue/expenditure neutral, will be shared with Lawrence. The lease payments would be included in future Capital budgets; maintenance and fuel costs would remain in the General Fund budget.

PUBLIC WORKS DEPARTMENT

Under the Enterprise proposal, the Department would lease nearly all of its future vehicles (non-CDL), and sell its existing fleet (shown in the equity-owned column) and leased vehicles (shown in the equity-leased column), which would reduce the cost of the annual payments.

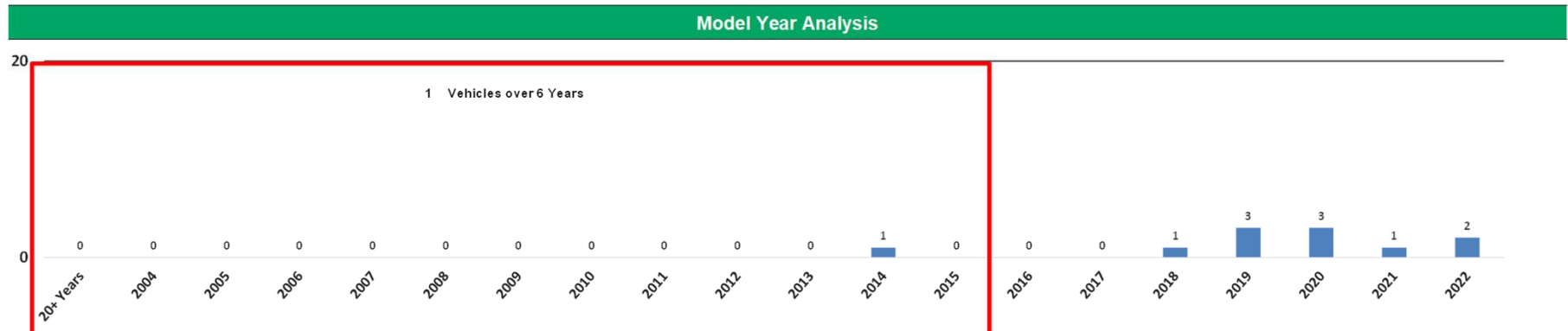
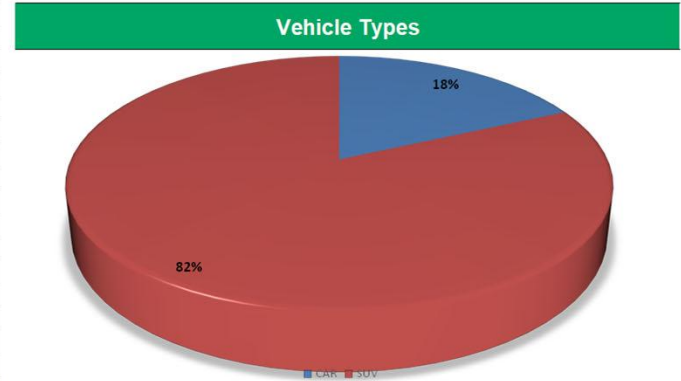
MAINTENANCE – Enterprise would oversee the maintenance program. We anticipate noticeable savings in the near term as the age of the fleet is significantly reduced. Through the Enterprise program, we project a greater than 60 percent reduction in maintenance costs as well as a reduction in vehicle down time. This will be achieved by shortening the typical cycle of these vehicle from 9-plus years to around 2.5 years, and utilizing local vendors throughout the community. Enterprise's program will provide a fixed/inflation-proof monthly cost for maintenance based on vehicle type and mileage pattern, a single consolidated monthly invoice for all maintenance performed across the fleet, and life-to-date maintenance records for each vehicle housed on their client website. Through their program repairs over \$120 will be evaluated by Enterprise's internal team of ASE Certified Technicians to ensure only necessary work is being done and at appropriate prices for parts and labor.

FUEL – Fuel costs are projected to be reduced by 20 percent due to the better fuel efficiency of the newer vehicles, notwithstanding the current increases in overall fuel prices. With fuel costs reaching record highs and continuing to rise, this opportunity presents significant potential savings beyond that showed in Enterprise's initial 10-year projections.

PROJECTED BUDGETARY IMPACT – We anticipate considerable budgetary savings in the FY2023-28 period, as we lease vehicles, rather than purchasing, as well as lower costs for fuel and maintenance than if we maintained our current program. The proposal would be relatively neutral in terms of the budget from FY2029 forward. This is shown in the net cash column of the proposal. The lease payments would be included in future Capital budgets; maintenance and fuel costs would remain in the General Fund budget.

Village of Hobart - Fleet Profile

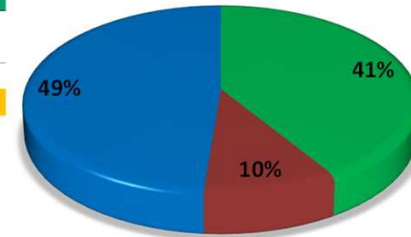
Fleet Profile				Fleet Replacement Schedule						Replacement Criteria
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized	
Full-size Sedan	2	5.8	8,400	1	1	0	0	0	0	* Fiscal Year 2022 = 4 years old and older, or odometer over 100,000
Mid Size SUV 4x4	9	2.3	23,500	1	3	2	1	2	0	* Fiscal Year 2023 = 3 years old and older, or odometer over 75,000
										* Fiscal Year 2024 = 2 years old and older, or odometer over 50,000
										* Fiscal Year 2025 = 1 years old and older, or odometer over 25,000
										* Fiscal Year 2026 = Remaining Vehicles
										* Underutilized = Annual Mileage less than 1,000
Totals/Averages	11	3.0	20,800	2	4	2	1	2	0	



Village of Hobart - Fleet Planning Analysis

Current Fleet	11	Fleet Growth	0.00%	Proposed Fleet	11
Current Cycle	5.50	Annual Miles	20,800	Proposed Cycle	4.18
Current Maint.	\$150.00			Proposed Maint.	\$125.00
Maint. Cents Per Mile	\$0.09	Current MPG	10	Price/Gallon	\$3.50

Fleet Costs Analysis



Fiscal Year	Fleet Size	Fleet Mix		Fleet Cost						Annual		
		Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
Average	11	2.0	11	0	94,930	0			19,800	80,080	194,810	0
'22	11	2	9	2	0	18,167	-16,500	60	19,200	78,756	99,624	95,187
'23	11	4	5	6	0	58,202	-41,650	60	18,000	76,109	110,661	84,149
'24	11	2	3	8	0	80,069	-17,500	60	17,400	74,785	154,755	40,056
'25	11	1	2	9	0	91,003	-8,250	-1,214	17,100	74,124	172,763	22,047
'26	11	3	0	11	0	112,871	-20,000	-10,449	16,500	72,800	171,721	23,089
'27	11	4	0	11	0	112,871		-9,235	16,500	72,800	192,935	1,875
'28	11	3	0	11	0	112,871		-1,214	16,500	72,800	200,957	-6,147
'29	11	1	0	11	0	112,871		-3,641	16,500	72,800	198,529	-3,719
'30	11	3	0	11	0	112,871		-3,641	16,500	72,800	198,529	-3,719
'31	11	3	0	11	0	112,871		-9,235	16,500	72,800	192,935	1,875

10 Year Savings

\$254,694

Avg. Sustainable Savings

-\$1,967

Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	2	4	2	1	2	0
Est \$	\$8,250	\$10,413	\$8,750	\$8,250	\$10,000	\$0
TOTAL	\$16,500	\$41,650	\$17,500	\$8,250	\$20,000	\$0
Estimated Current Fleet Equity**					\$103,900	

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen"

and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

9% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets

Currently vehicle budget is underfunded

enterprise

FLEET MANAGEMENT



0K – 20k



20K – 40k



40K – 60k



60K – 80k



80K – 100k

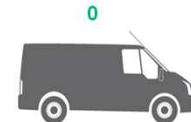


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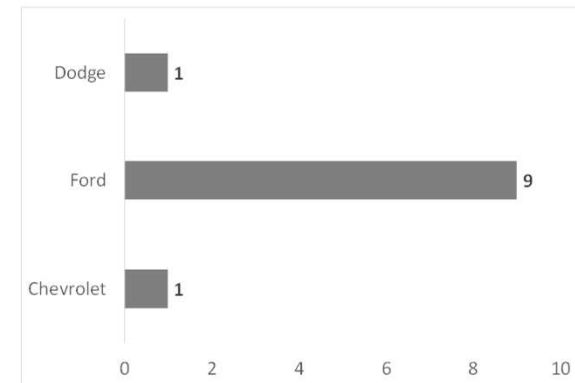
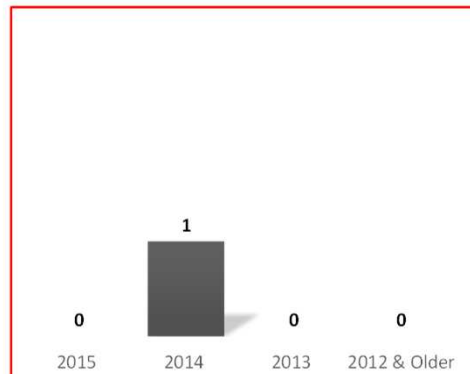
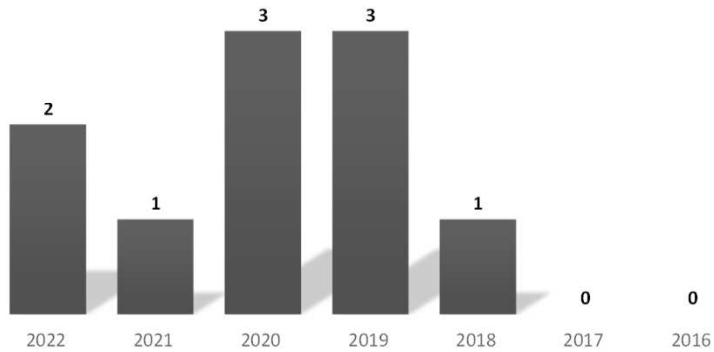
Vehicle Class



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9





Agenda Item Review

Meeting Date: July 25, 2022

Agenda Item#: 11

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: **Cost Share/Agreement with Brown Co. for new roundabout – Grant St/Mid Valley Dr**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? It will be starting in 2023 and beyond

Item History

Very happy report to you on some exciting news regarding funding to help in constructing a roundabout at Mid Valley and Grant St/CTH EE, an intersection that is in need of attention in the near future, with a federal grant obtained to help cover 80% of the expected cost.

This is a project that we've had out on our radar to address for some time, many years. The cost share expectation has been that it would be split 50%-50% with the Town and County, likely at \$1.2 to 2 million total project whenever we'd get around to addressing it.

We've submitted this project for grant funding in the past and have not been successful (i.e. WisDOT MLS program, others).

Within the past year, Brown County Highway advised they'd be seeking federal funding for the consideration of a new roundabout to be constructed at this location. We've heard this past week that we've been awarded a \$1.378 million federal grant which will cover 80% of the cost of this roundabout. As it's a county/Town road, we'd split the remainder evenly with the County.... Meaning we end up paying essentially 10% of the cost of this traffic improvement, just under \$200,000 for our cost share.

This grant will essentially save us \$689,000 on the Town share of this intersection improvement.

We'd be responsible for the costs in 2023/2024 for design and ROW acquisition, with the construction slated for 2025.

We've previously discussed options for landscaping inside the roundabouts, however we'll continue that discussion with the future discussion on additional roundabouts to be included with the upcoming I-41 Upgrade Project.

Recommended Action By Town Board

Recommend approval of Brown County Highway Municipal Agreement for Roundabout at Grant St/CTH EE and Mid Valley Drive.

Brown County

MUNICIPAL PROJECT AGREEMENT

Project ID #: EE-20

Municipality: Town of Lawrence

Highway: CTH EE
Mourning Dove Court to

Construction Year: 2025

Limits: Lawrence Drive

Length: 0.208 miles

Federal/State Funds: ☐ No ☒ Yes – Attached State Municipal Agreement between WisDOT & Brown County is a part of this agreement.

1.0 GENERAL

The signatory, Town of Lawrence (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the County to enter into agreements with the Municipality is extended by Section 83.035 of Wisconsin State Statutes. The authority for the Highway Commissioner to enter into contracts with municipalities within Brown County is from Section 6.10 of the Brown County Code of Ordinances.

2.0 CITIES

Section 83.05(1) of Wisconsin State Statutes states:

83.05 Improving streets over 18 feet wide. (1) *When a portion of the system of county aid highways in any city is to be improved, and the funds from the city and county are available therefor, the city may determine that the roadways shall be paved to a greater width than 18 feet. If it so decides, the city may determine the type of improvement, the width, and all other features of the construction, subject to the approval of the county highway committee. And said committee shall fix the amount per linear foot of the improvement to be paid by the county. The city shall then improve the street in the manner provided generally for making street improvements. The work shall be done under the supervision of the city, but subject to the inspection of the county highway commissioner.*

When a portion of county highway in a city is to be improved, the City has a choice in how it wants enter into agreement with the County.

2.1 The City follows State Statute 83.05. The City then would determine the type of improvement, the width, and all other features of the construction subject to the approval of the Highway Commissioner.* The City determines if any acquisition of land is required as a result of the design (the City prepares the right-of-way plat), and pays for the cost of the right-of-way acquisition (since the amount of land to be acquired is determined by the municipality as a function of their design of the roadway). The County acquires the land per section 83.07 and 83.08 of the Wisconsin statutes.

* Per Wis. Stat. §83.015(2)(b), the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under 83.05(1).

The County will then likewise follow state statutes in terms of the cost sharing per Wis. Stat. §83.05(2) which states:

83.05(2) Upon the completion of the work the county's share of the cost shall be paid to the contractor as though the county had been an immediate party to the contract. Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures. The balance of the expense of the improvement shall be borne by the city, and shall be provided in the manner in which expense of street improvement is ordinarily met. Assessments of benefits may be made by the city against abutting property in the manner provided where the improvement is done solely at the expense of the city, but such assessments of benefits shall not exceed the difference between the cost of the improvement and the amount contributed thereto by the county.

2.2 The City yields their statutory authority and enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the City, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and City will follow Attachment #1 for project specific eligible and non-eligible project costs.

For this Agreement the City and County agree to follow:

- ☐ Section 2.1
- ☐ Section 2.2

3.0 VILLAGES AND TOWNS

3.1 The Village or Town enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the Village or Town, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and Village or Town will follow Attachment #1 for project specific eligible and non-eligible project costs.

3.2 The Village or Town petitions to follow section 2.1 of this policy. A village or town may petition the Highway Commissioner to allow the village or town to follow section 2.1 of this policy for urban or proposed urban areas.

For this Agreement the Village or Town and County agree to follow:

- ☒ Section 3.1
- ☐ Section 3.2

4.0 PROJECT SUMMARY

1. Reason for Project (existing facility)

The intersection of CTH EE and Mid Valley Drive is experiencing significant safety and operational issues. The intersection crash rate is approximately 1.5 crashes per MEV (Million Entering Vehicles). The Wisconsin Department of Transportation considers an intersection crash rate of 1.5 crashes per MEV as a threshold for evaluation. Intersection crash rates above 1.5 MEV typically warrant considerations for improvement.

Congestion at the CTH EE/Mid Valley Drive intersection is significant and the intersection currently operates at a Level of Service (LOS) 'F' during peak hour traffic. The existing intersection has two-

way stop control on Mid Valley Drive. The CTH EE corridor is also experiencing increased traffic levels as the Town of Lawrence and Villages of Ashwaubenon & Hobart continue to develop in the project area with new residential land use.

2. Proposed Improvement (nature and scope of work)

The project consists of reconstructing the intersection of CTH EE and Mid Valley Drive as a roundabout. The new intersection will meet WisDOT standards for installation of new concrete pavement, base, concrete curb and gutter, storm water sewer system, sidewalk, ADA compliant curb ramps, lighting and bicycle accommodations. The roadway is proposed to be closed during construction with a posted detour.

5.0 PROJECT FUNDING

5.1 Estimated Project Cost and Cost Sharing

The following table shows the estimated funding based on the State Municipal Agreement (SMA) for the project. The Municipal Funds, as described in the SMA, will be cost shared 50/50 between Brown County and the Town of Lawrence.

ITEM	ESTIMATED COST	FEDERAL FUNDS	COUNTY FUNDS	TOWN FUNDS
ENGINEERING & DESIGN:				
Plan Design	\$234,800	\$186,232	\$24,284	\$24,284
State Review	\$22,200	\$17,608	\$2,296	\$2,296
Engineering Subtotal	\$257,000	\$203,840	\$26,580	\$26,580
RIGHT-OF-WAY ACQUISITION:				
Plat Preparation & Appraisals	\$20,000	\$0	\$10,000	\$10,000
Acquisition	\$30,000	\$0	\$15,000	\$15,000
Right-of-way Subtotal	\$50,000	\$0	\$25,000	\$25,000
ROAD CONSTRUCTION:				
Eligible (Participating)	\$1,292,000	\$1,033,600	\$129,200	\$129,200
Non-Eligible (Non-Participating)	\$500	\$0	\$250	\$250
Construction Engineering	\$155,000	\$124,000	\$15,500	\$15,500
State Review	\$21,000	\$16,800	\$2,100	\$2,100
Road Construction Subtotal	\$1,468,500	\$1,174,400	\$147,050	\$147,050
TOTAL PROJECT COST:	\$1,775,500	\$1,378,240	\$198,630	\$198,630

5.2 Cost Sharing & Billing

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. Upon completion of the project, a final audit will be made to determine the final division of costs.

5.3 Project Termination

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project. If the County should withdraw from the project, for any reason, it will reimburse the Municipality for any costs incurred by the Municipality on behalf of the project.

6.0 MAINTENANCE RESPONSIBILITIES AND JURISDICTION

6.1 Maintenance

Section 83.025 of the Wisconsin Statutes governs the maintenance of county highways, specifically:

- 83.025(2) Width of highway maintained by the County includes every way open to the use of the public as a matter of right for the purposes of vehicular travel, including the shoulder. In an urban area this would include the curb and gutter.
- 83.025(2) Maintenance of a county highway through a municipality includes those measures and activities necessary to preserve the highway, as nearly as possible, in the condition of its construction including:
 - Shoulder maintenance
 - Ditch Maintenance
 - Pavement marking
 - Signing
 - Crack sealing
 - Asphalt patching
 - Concrete pavement repair
 - Asphalt resurfacing
 - Curb and gutter repair
 - Emergency repairs of storm sewer manhole and inlet casting/pavement as requested by the municipality to be charged back to the municipality
 - Street sweeping
 - Application of protective coatings (bridges)
 - Guard rail
 - Removal, treatment and sanding/salting of ice
 - Removal and control of snow
 - Interim repair of highway surfaces and adjacent structures
 - Center median mowing (performed only for visibility purposes)
 - Traffic signal operation

Items that are placed at the discretion of the municipality are the responsibility of the municipality to maintain, including:

- Street lighting
- Interim sidewalk repair
- Pavement marking associated with sidewalks (crosswalks)
- Off street bike paths
- Sanitary sewer
- Interim storm sewer repair including manhole and inlet castings
- Water mains
- Other municipal utilities
- Mowing behind the curb line (terrace area)

- Center median mowing (performed for aesthetic purposes)
- Snow and ice removal on sidewalks and/or bike paths
- Roundabout center island landscaping
- Storm water devices (ponds, infiltration areas, etc. – anything other than a ditch)
- Trees, shrubs, and other landscaping behind the curb line (in terrace area)

Neither of these maintenance lists is intended to be 'all inclusive', but, rather to demonstrate measures and activities necessary to preserving a highway defined as that portion of the roadway open to the public as a matter of right for the purposes of vehicular travel, including the shoulder and/or curb and gutter.

6.2 Jurisdiction

Note: Jurisdictional transfers require resolutions from both the Municipality and County Board to become effective. If a roadway is noted to be transferred, it indicates an agreement in principal to pursue the transfer contingent upon both the Municipality and County approving the necessary resolutions.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: _____ Miles: _____
 Highway Name: _____
 _____ From _____ To _____

☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: _____ Miles: _____
 Highway Name: _____
 _____ From _____ To _____

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: _____ Miles: _____
 Location: _____ Transfer Date: _____

7.0 AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

FOR THE MUNICIPALITY:

Name & Title

Date

FOR THE COUNTY:

Paul Fontecchio, Director
Brown County Public Works Department

Date

ATTACHMENT 1:

MUNICIPAL PROJECT AGREEMENT COST SHARE POLICY

Brown County Public Works follows state law as found in Trans 205 for County Trunk Highway Standards or the Wisconsin Department of Transportation's Facility Design Manual (FDM) for the design, maintenance, and improvements of county trunk highways.

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
Asphalt Reconditioning: <i>Reconditioning is defined as a maintenance level activity involving the reclaiming of the existing pavement and/or base course, replacement of the pavement in generally the same alignment (vertical and horizontal).</i>		
A. Reclaim of existing pavement & base course	100%	0%
B. Paving of up to 4.5" asphaltic pavement	100%	0%
C. Curb & gutter replacement (spot repairs as part of reconditioning).	100%	0%
D. Curb & gutter replacement (larger areas of repairs as agreed to by the Municipality and County).	50%	50%
E. Curb & gutter replacement for Municipal utility work.	0%	100%
Roadway Reconstruction: <i>Reconstruction is defined as the total rebuilding of an existing highway including pavement and base replacement, excavation below subgrade, drainage, transportation related appurtenances, roadway realignment, widening, and/or converting a rural roadway to an urban roadway.</i>		
A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs).	50%	50%
B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes.	100%	0%
C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50%	50%
New Roadway Construction:	50%	50%
Bridge Construction/Reconstruction:		
A. Part of Roadway Reconstruction A & C above.	50%	50%
B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality.	50%	50%
C. County Bridge Replacement.	100%	0%

Eligible Project Costs:
County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:
A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements, and compensable utility relocation costs.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, infiltration areas, etc.) required for the project (prorated to 50% of the costs required for the roadway work).
E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, 14-foot wide asphalt outside curb lane, and driveway aprons.
G. Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H. In accordance with the Brown County Bicycle and Pedestrian Plan, Brown County will share the costs of the following: <ul style="list-style-type: none"> 1. Concrete sidewalk replacement or new sidewalk construction – the County will participate in the costs for one (1) side of the roadway for sidewalk up to 5' in width for a concrete sidewalk except for areas of municipal utility cuts which are the responsibility of the municipality. 2. Multi-use bicycle/pedestrian asphaltic path or on-street bike lanes - the County will participate in the costs for either one off-street multi-use bicycle/pedestrian path up to 10' in width or on-street bike lanes in accordance with FDM 11-46 Figure 15.1, but not both.
I. Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J. Erosion control devices required per Wisconsin DNR standards.
K. Retaining walls required for the Project.
L. Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M. Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

Non-eligible Project Costs:
Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:
A. New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B. Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C. Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D. Any allowed parking stalls.
E. Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
F. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
G. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROGRAM
PROJECT**

Program Name: STP-Urban

Population Group: 200,000-500,000

Sub-program #: 206

Cycle: SFY 2022-2007

Date: June 16, 2022

I.D.: 9277-01-00/71

Roadway Name: CTH EE

**Limits: MOURNING DOVE COURT TO
LAWRENCE DRIVE**

County: BROWN

Roadway Length: 0.208 MILES

Functional Classification: MINOR ARTERIAL

Project Sponsor: BROWN COUNTY

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: **This existing 34-foot rural 2-lane facility was last improved in 2010. The existing facility, located at the intersection of CTH EE and Mid Valley Drive, consists of sections of asphalt and concrete pavement with two 12-foot lanes and 3-foot paved and 2-foot gravel shoulders. This intersection is located approximately 550-feet west of an existing roundabout at Lawrence Drive. The intersection of CTH EE and Mid Valley Drive is experiencing significant safety and operational issues.**

There are a significant number of crashes at the CTH EE/Mid Valley Drive intersection. The intersection crash rate is approximately 1.5 crashes per MEV (Million Entering Vehicles). The Wisconsin Department of Transportation considers an intersection crash rate of 1.5 crashes per MEV as a threshold for evaluation. Intersection crash rates above 1.5 MEV typically warrant considerations for improvement.

Congestion at the CTH EE/Mid Valley Drive intersection is significant and the intersection currently operates at a Level of Service (LOS) 'F' during peak hour traffic. The existing intersection has two-way stop control on Mid Valley Drive. The CTH EE corridor is also experiencing increased traffic levels as the Town of Lawrence and Villages of Ashwaubenon & Hobart continue to develop in the project area with new residential land use.

CTH EE does not provide pedestrian nor bicycle accommodations west of the intersection with Mid Valley Drive. Mid Valley Drive does not provide for pedestrian nor bicycle facilities. Bicycle and pedestrian facilities exist east of the CTH EE/Mid Valley Drive intersection.

Proposed Improvement - Nature of work: **Reconstruction-Modernization – The intersection of CTH EE and Mid Valley Drive is proposed to be reconstructed with modern roundabout intersection control. The new intersection will meet WisDOT standards for installation of new concrete pavement, base, concrete curb and gutter, storm water sewer system, sidewalk, ADA compliant curb ramps, lighting and bicycle accommodations. The roadway is proposed to be closed during construction with a posted detour. Real estate acquisitions are not anticipated.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Maintenance and repair of haul roads, adjustments to water main and sanitary sewer facilities (if applicable) and roadway widths exceeding WisDOT standards.**

The Municipality agrees to the following **SFY 2022-2027** Urbanized Area project funding conditions:

Project ID **9277-01-00** design costs are funded with up to 80% federal funding up to a funding limit of **\$203,840**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$203,840** federal funding limit.

Non-participating design costs which include real estate, railroad and compensable utility costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID **9277-01-71** construction costs are funded with up to 80% federal funding up to a funding limit of **\$1,174,400**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$1,174,400** federal funding limit.

Non-participating construction costs which include, but is not limited to, relocation/adjustments to water and sanitary sewer facilities and maintenance and repair of haul roads are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2025**. Sunset date: **June 30, 2030**.

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

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

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **\$1,378,240** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 9277-01-00					
Design	\$234,800	\$186,232	79%	\$48,568	21% + BAL
State Review	\$22,200	\$17,608	79%	\$4,592	21% + BAL
<i>Project Totals</i>	\$257,000	\$203,840		\$53,160	
ID 9277-01-71					
Participating Construction	\$1,292,000	\$1,033,600	80%*	\$258,400	20% + BAL
Non-Participating Construction	\$500	\$0	0% *	\$500	100%
Construction Engineering	\$155,000	\$124,000	80% *	\$31,000	20% + BAL
State Review	\$21,000	\$16,800	80% *	\$4,200	20% + BAL
<i>Project Totals</i>	\$1,468,500	\$1,174,400		\$294,100	
Total Est. Cost Distribution	\$1,725,500	\$1,378,240	N/A	\$347,260	N/A

*Design ID# **9277-01-00** federal funding is limited to **\$203,840**.
*Construction ID# **9277-01-71** federal funding is limited to **\$1,174,400**.

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: BROWN COUNTY (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State :		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public.

In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
- f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
- g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin’s approved 2022-2027 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. The work will be administered by the State and may include items not eligible for federal participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the

work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2022-2027 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Real estate for the improvement.
 - f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - g. All work related to underground storage tanks and contaminated soils.
 - h. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
 - e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway

regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

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

LEGAL RELATIONSHIPS:

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

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the

Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

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

24. The Municipality agrees to the following 2022-2027 Urbanized Area STP-Urban project funding conditions:
- a. ID 9277-01-00: Design is funded with 80% federal funding up to a funding limit of **\$203,840**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$203,840** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. Railroad items are funded 100% by the Municipality.
 - d. Utility items are funded 100% by the Municipality.
 - e. ID 9277-01-71: Construction:
 - i. Costs for items such as grading, gravel, asphalt, curb & gutter, sidewalk, traffic control, etc. are funded with 80% federal funding up to a funding limit of **\$1,174,400**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$1,174,400** federal funding limit.
 - ii. Non-participating costs for water and sanitary facilities, utilities, maintenance and repair of haul roads and detours are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]



Agenda Item Review

Meeting Date: July 25, 2022
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: **Consideration of Pay Request 2 – Town Road Improvement/Paving – MCC Inc.**

FISCAL IMPACT:

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

Item History

Pay request for the 2022 Town Road Improvement project (paving, repaving, shouldering, line painting, etc) is attached for review.

Recommended Action By Town Board

Recommend approval of MCC Pay Request #2 for Town Road Improvement Project/Paving.

APPLICATION FOR PAYMENT

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

Project: 2022 Town Road Improvement Project

Contractor: MCC, Inc.

Date: 7/15/22

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

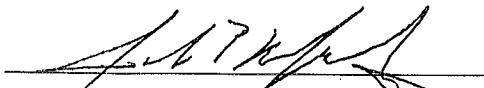
The following documents are attached:

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

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

Original Contract	<u>495,170.00</u>	Completed to date	<u>492,474.96</u>
Net Change Orders	<u>23,487.00</u>	Retainage 10%	<u>49,247.52</u>
Current Contract Amount	<u>518,657.00</u>	Amount Due	<u>199,705.45</u>
		Total Payment	<u>199,705.45</u>

MCC, Inc
Contractor


Name and Title John P Murphy
Vice President

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 24451

To Owner: TOWN OF LAWRENCE
2400 SHADY COURT

Project: 3043LB. Town Of Lawrence 2022 Road
Resurfacing

Application No.: 2

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

DEPERE, WI 54115

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

Via Architect:

Period To:

Project Nos:

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$495,170.00
2. Net Change By Change Order	\$23,487.00
3. Contract Sum To Date	\$518,657.00
4. Total Completed and Stored To Date	\$492,474.96
5. Retention:	
a. 10.00% of Completed Work	\$49,247.52
b. 0.00% of Stored Material	\$0.00
Total Retention	\$49,247.52
6. Total Earned Less Retention	\$443,227.44
7. Less Previous Certificates For Payments	\$243,521.99
8. Current Payment Due	\$199,705.45
9. Balance To Finish, Plus Retention	\$75,429.56

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$13,500.00	\$0.00
Total Approved this Month	\$9,987.00	\$0.00
TOTALS	\$23,487.00	\$0.00
Net Changes By Change Order	\$23,487.00	

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

CONTRACTOR: MCC, Inc.

By: [Signature] Date: 7/15/22

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

County of: Outagamie
day of July

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 199,705.45

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

Application No. : 2

Application Date : 06/30/22

To:

Architect's Project No.:

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

Contract : 3043LB. Town Of Lawrence 2022 Road Resurfacing

Invoice # : 24451

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	This Period In Place					
		770.00	663.85	0.00	0.00	663.85	86.21%	106.15	
1	Pulverize Existing	13,280.00	12,806.90	0.00	0.00	12,806.90	96.44%	473.10	
2	2 3LT 58-28S Lower Layer	8,400.00	8,404.20	0.00	0.00	8,404.20	100.05%	-4.20	
3	1.5 5LT 58-28S Upper Layer	210.00	210.00	0.00	0.00	210.00	100.00%	0.00	
4	Tack	975.00	975.00	0.00	0.00	975.00	100.00%	0.00	
5	2 5LT 58-28S Driveways - Includes Concrete & Asphalt Sawcutt	1,975.00	0.00	0.00	0.00	0.00	0.00%	1,975.00	
6	4 Topsoil - Seed & Mulch Shoulders	250.00	250.00	0.00	0.00	250.00	100.00%	0.00	
7	Traffic Control	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	
8	Mobilization	770.00	697.95	0.00	0.00	697.95	90.64%	72.05	
9	Pulverize Existing	13,280.00	12,689.87	0.00	0.00	12,689.87	95.56%	590.13	
10	2 3LT 58-28S Lower Layer	8,400.00	8,404.20	0.00	0.00	8,404.20	100.05%	-4.20	
11	1.5 5LT 58-28S Upper Layer	210.00	210.00	0.00	0.00	210.00	100.00%	0.00	
12	Tack	975.00	1,267.50	0.00	0.00	1,267.50	130.00%	-292.50	
13	2 5LT 58-28S Driveways - Includes Asphalt Sawcutting - Remov	1,975.00	0.00	0.00	0.00	0.00	0.00%	1,975.00	
14	4 Topsoil - Seed & Mulch Shoulders	250.00	250.00	0.00	0.00	250.00	100.00%	0.00	
15	Traffic Control	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	
16	Mobilization	1,705.00	1,644.50	0.00	0.00	1,644.50	96.45%	60.50	
17	Pulverize Existing	26,250.00	27,982.50	0.00	0.00	27,982.50	106.60%	-1,732.50	
18	2 3LT 58-28S Lower Layer	17,940.00	16,644.87	0.00	0.00	16,644.87	92.78%	1,295.13	
19	1.5 5LT 58-28S Upper Layer	480.00	480.00	0.00	0.00	480.00	100.00%	0.00	
20	Tack	1,950.00	2,145.00	0.00	0.00	2,145.00	110.00%	-195.00	
21	2 5LT 58-28S Driveways - Includes Concrete & Asphalt Sawcutt	3,950.00	0.00	0.00	0.00	0.00	0.00%	3,950.00	
22	4 Topsoil - Seed & Mulch Shoulders	350.00	350.00	0.00	0.00	350.00	100.00%	0.00	
23	Traffic Control	950.00	950.00	0.00	0.00	950.00	100.00%	0.00	
24	Mobilization	1,980.00	2,068.00	0.00	0.00	2,068.00	104.44%	-88.00	
25	Pulverize Existing	29,800.00	27,753.49	0.00	0.00	27,753.49	93.13%	2,046.51	
26	2 3LT 58-28S Lower Layer	20,700.00	23,829.15	0.00	0.00	23,829.15	115.12%	-3,129.15	
27	1.5 5LT 58-28S Upper Layer	540.00	540.00	0.00	0.00	540.00	100.00%	0.00	
28	Tack	2,730.00	4,095.00	0.00	0.00	4,095.00	150.00%	-1,365.00	
29	2 5LT 58-28S Driveways - Includes Asphalt Sawcutting - Remov	4,740.00	0.00	0.00	0.00	0.00	0.00%	4,740.00	
30	2 Topsoil - Seed & Mulch Shoulders	200.00	200.00	0.00	0.00	200.00	100.00%	0.00	
31	Traffic Control								

CONTINUATION SHEET

Application No. : 2

Application Date : 06/30/22

To:

Architect's Project No.:

Application and Certification for Payment, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retention for line items may apply.

Invoice # : 24451

Contract : 3043LB. Town Of Lawrence 2022 Road Resurfacing

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

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
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Use Column I on Contracts where variable retention for line items may apply.

Application No. : 2

Application Date : 06/30/22

To:

Architect's Project No.:

Invoice # : 24451

Contract : 3043LB. Town Of Lawrence 2022 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retention
			From Previous Application (D+E)	This Period In Place					
62	1.5 5 LT 58-28 S Upper Layer Paving	8,568.00	0.00	9,180.00	0.00	9,180.00	107.14%	-612.00	
Grand Totals		518,657.00	270,580.01	221,894.95	0.00	492,474.96	94.95%	26,182.04	49,247.52