

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

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of November 28th Town Board Meeting
7. Consideration of payment of due invoices
8. **Public Hearing:** Conditional Use Permit request for Temporary Communication Tower at 2901 Lawrence Drive at Parcel L-469 by Verizon Wireless.
9. Consideration of Conditional Use Permit request for Temporary Communication Tower at 2901 Lawrence Drive at Parcel L-469 by Verizon Wireless
10. **Public Hearing:** Change of zoning from Agricultural (A-1) to Estate Residential (ER) on Lot 1 and 2 of approved CSM on parent parcel L-27-1, property located at Lost Dauphin/Golden Glow, by Mau & Assoc.
11. Consideration of change of zoning from Agricultural (A-1) to Estate Residential (ER) on Lot 1 and 2 of approved CSM on parent parcel L-27-1, property located at Lost Dauphin/Golden Glow, by Mau & Assoc.
12. Consideration of Liquor License Application Amendment for the remainder of license period of July 1, 2022 – June 30, 2022 - Sgambati's New York Pizza/Agent Brandon Kofler
13. Update on Comp Plan Update Process – Public Participation and Citizen Advisory Committee
14. Consideration of Increase for Planning & Zoning Board Member Meeting Attendance Stipend
15. Consideration of Police Department K-9 Purchase Agreement (Planning for Bax Retirement)
16. Consideration of Security Camera System Upgrade: Town Hall Campus
17. Consideration of Fire Department Replacing Fire Department AED Units
18. Consideration of Town Insurance Program Changes for 2023
19. Consideration of Resolution 2022-011 Authorizing Purchase of Lawrence Parkway corridor land from Integrated Public Resources, LLC – Phase II
20. Review of Water and Sanitary Sewer Utility Rates
21. Consideration on Rescheduling the December 26th Regular Town Board Meeting Due to Holiday
22. Administrator/Staff Reports
23. Future Agenda Items
24. **Closed Session** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: Land Sales/Development*) and **Closed Session** Pursuant to Ch. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (*2023 Wages and Police Chief Employment Agreements*)
25. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
 - a. 2023 Wages
 - b. Police Chief Employment Agreements
26. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on December 9, 2022:

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

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

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, November 28, 2022

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:34 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brienens, Kari Vannieuwenhoven, Tonya Wagner, Tom Perock

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

3. Pledge of Allegiance

4. Approve Agenda

Supervisor Brienens 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:

Chairman Tibaldo announced the recent selection for the next Hobart-Lawrence Police Chief. Captain Mike Renkas was selected and accepted this position.

6. Consideration of November 7 & 14 Town Board Meeting Minutes:

Supervisor Brienens made the motion to approve the November 7 and 14 Town Board meeting minutes as presented. Supervisor Wagner 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. Consideration of Pay Request #2, Final – TID 2 Regional Storm Pond - \$13,455.76-Kruczek Construction:

This is the final payment for the regional storm pond that will serve the BayCare Aurora development, Autumn Heights First Addition, Autumn Fields Condos, and the additional development expected north of Autumn Heights.

Supervisor Perock made the motion to approve Pay Request #2, Final – TID 2 Regional Storm Pond in the amount of \$13,455.76 to Kruczek Construction as presented. Supervisor Vannieuwenhoven seconded the motion.

9. Consideration of I-41 Overpass Aesthetics for Upcoming Expansion Project:

The DOT has advised that they will be seeking certain standard aesthetics for the overpasses at CTH S, Little Rapids Road and the new interchange at Southbridge Rd/Orange Lane. There is a standard package the DOT will include as part of their costs of the project. If there are any add-ons or additional items the Town would like to add, it would be at the Town's expense. No action taken.

10. Update only - Comprehensive Plan Citizen Advisory Committee Advertisement for Volunteers:

As part of the comp plan update in 2023, we've discussed the process to solicit volunteers for the citizen advisory committee. The deadline we've advertised is November 28th. We've informed interested applicants that the board would review the list of those interested in December.

11. Administrator/Staff Reports

Staff reports were given.

12. Future Agenda Items:

- a. *Public Hearing* for Conditional Use Permit for a Temporary Communication Tower at 2901 Lawrence Dr. at Parcel L-469 by Verizon Wireless;
- b. *Public Hearing for Zoning Amendment* to re-zone Lot 1 & 2 of above CSM from Agricultural Zone (A-1) to Estate Residential (ER) at Lost Dauphin Dr/Golden Glow Rd on current Parcel L-27-1 by Mau & Associates;
- c. Security Camera update proposal.

13. Closed Session: Supervisor Perock made the motion at 7:07pm to move into closed session. Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: Land Purchase – IPR Phase II and Prospective Land Sales–American Boulevard and Shady Court Subdivision*) and **Closed Session** Pursuant to Ch. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (*2023 Wages*). Supervisor Wagner seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Perock, aye; Supervisor Vannieuwenhoven, aye; Supervisor Wagner, aye; Chairman Tibaldo, aye. Motion carried unanimously.

14. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats: Supervisor Perock made motion to return to regular open session at 9:45pm. Supervisor Wagner seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Perock, aye; Supervisor Vannieuwenhoven, aye; Supervisor Wagner, aye; Chairman Tibaldo, aye. The motion carried unanimously. No action taken.

15. Adjourn:

Supervisor Perock made the motion at 9:45pm to adjourn the meeting. Supervisor Wagner seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ACE Building Service								
1097	ACE Building Service	21-09-0032	Contractor Deposit Refund-1890	11/30/2022	1,000.00	.00		
Total ACE Building Service:					1,000.00	.00		
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	41137	Microsoft Office-Anti Virus	12/01/2022	414.00	.00		
869	AIT Business Technologies, LLC	41138	IT Services	12/01/2022	54.00	.00		
869	AIT Business Technologies, LLC	41139	Server Backup	12/01/2022	199.99	.00		
869	AIT Business Technologies, LLC	41140	IT Services	12/01/2022	629.99	.00		
869	AIT Business Technologies, LLC	41141	Telephone Service	12/01/2022	150.00	.00		
869	AIT Business Technologies, LLC	41141	Sewer Telephone	12/01/2022	75.00	.00		
869	AIT Business Technologies, LLC	41141	Water Telephone	12/01/2022	75.00	.00		
Total AIT Business Technologies, LLC:					1,597.98	.00		
Allstate								
862	Allstate	M01D0797326	Insurance	12/07/2022	295.24	.00		
Total Allstate:					295.24	.00		
Ambrosius Concrete Supplies Inc.								
20	Ambrosius Concrete Supplies Inc.	452919	Stakes for Snowplowing	11/15/2022	220.00	.00		
Total Ambrosius Concrete Supplies Inc.:					220.00	.00		
Associated Appraisal Consultan, Inc								
31	Associated Appraisal Consultan, I	165617	Town Assessor	12/01/2022	1,388.33	.00		
Total Associated Appraisal Consultan, Inc:					1,388.33	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80114161	Software Support	11/30/2021	312.00	.00		
Total Badger Meter, Inc:					312.00	.00		
Badgerland Printing, Inc.								
38	Badgerland Printing, Inc.	39096	Business Cards-Pasterski	12/05/2022	132.40	.00		
Total Badgerland Printing, Inc.:					132.40	.00		
Bay Verte Machinery, Inc.								
44	Bay Verte Machinery, Inc.	478746-00	Shop Supplies	12/05/2022	122.98	.00		
Total Bay Verte Machinery, Inc.:					122.98	.00		
Broadway Automotive								
63	Broadway Automotive	619901P	Truck #F7	12/06/2022	122.00	.00		
Total Broadway Automotive:					122.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Brown County Treasurer								
74	Brown County Treasurer	2022-0000000	Dog License for 2022	11/30/2022	380.19	.00		
Total Brown County Treasurer:					380.19	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3317	November Billing	12/05/2022	40,497.06	.00		
Total Central Brown County Water Authority:					40,497.06	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9006748643	Water Testing	11/16/2022	64.00	.00		
102	Clean Water Testing LLC	9006764416	Water Testing	11/18/2022	32.00	.00		
Total Clean Water Testing LLC:					96.00	.00		
Country Visions Cooperative								
106	Country Visions Cooperative	2659	Keys for shop	12/01/2022	11.94	.00		
Total Country Visions Cooperative:					11.94	.00		
Cypress Homes								
692	Cypress Homes	22-06-0001	Contractor Deposit Refund-2430	11/30/2022	1,000.00	.00		
Total Cypress Homes:					1,000.00	.00		
Derouin, William								
468	Derouin, William	113022	Compost	11/30/2022	680.00	.00		
Total Derouin, William:					680.00	.00		
Diggers Hotline								
125	Diggers Hotline	221-1-19551	WF-Locate Service	11/30/2022	89.61	.00		
125	Diggers Hotline	221-1-19551	SF-Locate Service	11/30/2022	89.61	.00		
Total Diggers Hotline:					179.22	.00		
Diversified Benefit Services, Inc								
1014	Diversified Benefit Services, Inc	368315	Town Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Clerk Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Building Insepection Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Snow Plow Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Public Works Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Parks Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Water Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Water Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Sewer Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Sewer Health	12/01/2022	9.09	.00		
1014	Diversified Benefit Services, Inc	368315	Storm Sewer Health	12/01/2022	9.10	.00		
Total Diversified Benefit Services, Inc:					100.00	.00		
Election Systems/Software								
142	Election Systems/Software	CD2050427	ExpressVote BMD License Fee	11/30/2022	227.50	.00		
Total Election Systems/Software:					227.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Engebos Heating & Cooling, Inc								
146	Engebos Heating & Cooling, Inc	11570	Annual Maintenance	11/22/2022	894.00	.00		
Total Engebos Heating & Cooling, Inc:					894.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	991	Electrical Inspection	11/12/2022	166.25	.00		
154	Fameree Consulting & Inspection	995	Electrical Inspection	11/23/2022	223.75	.00		
154	Fameree Consulting & Inspection	996	Electrical Inspection	11/30/2022	162.00	.00		
Total Fameree Consulting & Inspection:					552.00	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	I2012-11-10	Auger Holes for Signs	11/21/2022	500.00	.00		
Total Fisher Concrete Sawing, Inc:					500.00	.00		
Fox Structures								
162	Fox Structures	21-05-0010	Contractor Deposit Refund-3484	11/30/2022	1,000.00	.00		
Total Fox Structures:					1,000.00	.00		
JX Enterprises								
243	JX Enterprises	14239885P	Truck #F1	12/06/2022	9.30	.00		
Total JX Enterprises:					9.30	.00		
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	11302022-2	Storm Sewer	11/30/2022	960.48	.00		
253	Kocken Bros Trucking & Excavati	11302022-3	Storm Sewer	11/30/2022	733.88	.00		
253	Kocken Bros Trucking & Excavati	11302022-4	Storm Sewer	11/30/2022	507.28	.00		
253	Kocken Bros Trucking & Excavati	11302022-5	Lost Dauphin Park	11/30/2022	1,574.35	.00		
253	Kocken Bros Trucking & Excavati	113022-1	Water Main Repair	11/30/2022	1,229.82	.00		
Total Kocken Bros Trucking & Excavating:					5,005.81	.00		
Konop Beverages, Inc								
255	Konop Beverages, Inc	439370	Water Town Hall	12/07/2022	38.00	.00		
Total Konop Beverages, Inc:					38.00	.00		
Kruczek Construction Inc.								
257	Kruczek Construction Inc.	L-0017-09-21-0	Derouin Pond Pay Request #2	01/01/2001	13,455.76	13,455.76	11/29/2022	
Total Kruczek Construction Inc.:					13,455.76	13,455.76		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	0928454	Autumn Heights Review - Billable	10/24/2022	714.00	.00		
285	McMahon Associates, Inc.	0928719	American Rapids Stream Dredgin	11/11/2022	702.70	.00		
285	McMahon Associates, Inc.	0928813	Billable - Autumn Heights	11/18/2022	3,223.20	.00		
285	McMahon Associates, Inc.	0928814	Bridge Inspection	11/18/2022	2,800.00	.00		
285	McMahon Associates, Inc.	0928815	American Drive Extension - TID #	11/18/2022	2,604.70	.00		
285	McMahon Associates, Inc.	0928816	Lawrence Parkway Engineering P	11/18/2022	4,600.90	.00		
285	McMahon Associates, Inc.	0928818	Town Hall Split Duplex Lots	11/18/2022	1,730.88	.00		
285	McMahon Associates, Inc.	0928836	Pond Services	11/18/2022	369.00	.00		
285	McMahon Associates, Inc.	0928966	Illicit Discharge	11/29/2022	1,170.55	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total McMahon Associates, Inc.:					17,915.93	.00		
Menards Inc								
286	Menards Inc	7880	Shop Supplies	11/30/2022	215.32	.00		
286	Menards Inc	8151	Fire Dept Maintenance	12/05/2022	34.98	.00		
286	Menards Inc	8151	Maintenance Shop	12/05/2022	44.78	.00		
286	Menards Inc	8215	Shop Supplies	12/06/2022	9.07	.00		
286	Menards Inc	8276	Mower Oil	12/07/2022	36.51	.00		
Total Menards Inc:					340.66	.00		
Miller-Bradford & Riseberg Inc								
301	Miller-Bradford & Riseberg Inc	W0480805	Vehicle repairs	11/30/2022	1,312.85	.00		
Total Miller-Bradford & Riseberg Inc:					1,312.85	.00		
NAPA								
306	NAPA	378265	Vehicle #F7	12/05/2022	6.29	.00		
Total NAPA:					6.29	.00		
NWTC								
316	NWTC	517219-111082	Fire Dept Training - BOOKSTORE	11/08/2022	128.95	.00		
316	NWTC	SFT000012480	Fire Dept Training	11/12/2022	160.00	.00		
Total NWTC:					288.95	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	189220	fire supplies	11/29/2022	565.00	.00		
320	Oshkosh Fire & Police Equipment	189221	fire supplies	11/29/2022	507.00	.00		
Total Oshkosh Fire & Police Equipment:					1,072.00	.00		
Penflex Inc								
327	Penflex Inc	2020-665	2020 Program Fee	11/30/2022	1,000.00	.00		
Total Penflex Inc:					1,000.00	.00		
QSI, INC								
1088	QSI, INC	837	Truck #1	12/03/2022	3,963.00	.00		
Total QSI, INC:					3,963.00	.00		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	113022	Financial Consultant	11/30/2022	810.00	.00		
Total Ruechel, Brian C.:					810.00	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0123	Life Insurance	12/06/2022	261.83	.00		
Total Securian Financial Group, Inc:					261.83	.00		
Sensit Technologies, LLC								
993	Sensit Technologies, LLC	0336832-IN	Fire Dept Maintenance	11/22/2022	786.78	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Sensit Technologies, LLC:					786.78	.00		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1027876-00	Truck #4	11/23/2022	120.27	.00		
429	Truck Equipment Inc.	1027964-00	Truck #2	11/23/2022	69.45	.00		
429	Truck Equipment Inc.	1028040-00	Fire Truck Maintenance	12/02/2022	832.50	.00		
429	Truck Equipment Inc.	1029031-00	Snow Plow Repairs	12/05/2022	21.00	.00		
Total Truck Equipment Inc.:					1,043.22	.00		
Uniform Shoppe								
413	Uniform Shoppe	328229	Fire Dept Uniforms - Pastorski	11/21/2022	294.70	.00		
Total Uniform Shoppe:					294.70	.00		
Van's Fire Safety Inc								
444	Van's Fire Safety Inc	4166073	Fire Extinguisher Maintenance	11/28/2022	32.60	.00		
Total Van's Fire Safety Inc:					32.60	.00		
Village of Hobart								
450	Village of Hobart	11302022	REV-State Grants	11/30/2022	701.66-	.00		
450	Village of Hobart	11302022	REV-Fines & Forfeitures	11/30/2022	2,381.39-	.00		
450	Village of Hobart	11302022	Judge Salary	11/30/2022	233.33	.00		
450	Village of Hobart	11302022	Court Clerk Wages	11/30/2022	802.32	.00		
450	Village of Hobart	11302022	Mun Court Payroll Taxes	11/30/2022	79.23	.00		
450	Village of Hobart	11302022	Mun Court Retirement	11/30/2022	52.15	.00		
450	Village of Hobart	11302022	Municipal Attorney	11/30/2022	436.60	.00		
450	Village of Hobart	11302022	Court Supplies	11/30/2022	207.79	.00		
450	Village of Hobart	11302022	Police/Admin Salaries	11/30/2022	29,226.03	.00		
450	Village of Hobart	11302022	Police/Adm Payroll Taxes	11/30/2022	2,134.64	.00		
450	Village of Hobart	11302022	Police Retirement Expense	11/30/2022	3,582.42	.00		
450	Village of Hobart	11302022	Health, Dental, Life, Wrk comp	11/30/2022	6,667.17	.00		
450	Village of Hobart	11302022	Telephone/Cell/Radios	11/30/2022	659.82	.00		
450	Village of Hobart	11302022	Police Vehicle Maintenance	11/30/2022	929.16	.00		
450	Village of Hobart	11302022	Police Supplies	11/30/2022	225.97	.00		
450	Village of Hobart	11302022	Police Fuel Expenses	11/30/2022	1,621.71	.00		
450	Village of Hobart	11302022	Police Weapons/Ammonition	11/30/2022	825.00	.00		
450	Village of Hobart	11302022	Police Uniforms	11/30/2022	730.84	.00		
450	Village of Hobart	11302022	Police Capitial Equipment	11/30/2022	19,151.20	.00		
450	Village of Hobart	11302022	Background Checks	11/30/2022	15.45	.00		
450	Village of Hobart	11302022	Blood Draws	11/30/2022	110.00	.00		
450	Village of Hobart	11302022	AARPA Expenses	11/30/2022	5,357.26	.00		
Total Village of Hobart:					69,965.04	.00		
Weyers Equipment Inc								
460	Weyers Equipment Inc	01-188197	Lawn Mower Maintenance	11/28/2022	116.55	.00		
460	Weyers Equipment Inc	01-188470	Lawn Mower Maintenance	12/07/2022	172.46	.00		
Total Weyers Equipment Inc:					289.01	.00		
WP Beverages, LLC								
328	WP Beverages, LLC	92163021	Soda	01/01/2010	212.88	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Total WP Beverages, LLC:				212.88	.00		
	Grand Totals:				169,413.45	13,455.76		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.



Agenda Item Review

Meeting Date: 12/12/22
Agenda Item#: 08 - 11

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. **PUBLIC HEARING:** Consideration of Conditional Use Permit for a Temporary Communication Tower at 2901 Lawrence Dr. at Parcel L-469 by Verizon Wireless.

A 90 day temporary permit was issued for the emergency installation of a temp. tower after a fire destroyed the equipment at the VanGheem property. A CUP is required for any new tower. This would be permitted for approximately 1 year, until a new tower would be reviewed. The tower has been in place for about a month with no negative impact noted. Approval of the application is recommended, the full CUP process would be required. Approval is recommended by PZ with unanimous vote 11/9/22. Conditions should include timeline for completion of new tower
2. **PUBLIC HEARING:** Consideration of Zoning Amendment to re-zone Lot 1 & 2 of above CSM from Agricultural Zone (A-1) to Estate Residential (ER) at Lost Dauphin Dr/Golden Glow Rd on current Parcel L-27-1 by Mau & Associates.

ER zoning would be appropriate for the new parcels. Approval is recommended by PZ with unanimous vote 11/9/22. Staff recommends approval.

12-5-2022
Town of Lawrence Board of Supervisors -

Why did Nick Bero need a conditional use permit for the parcels he sold, before he sold?

And Jim Van Gleen is required for a conditional use permit after the communication tower is up?

Sincerely,
Nick & Bev Bero

RECEIVED
DEC 08 2022

CONSULTANT TEAM

PROJECT CONSULTANT:

TERRA CONSULTING GROUP, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
(847) 698-6400

STRUCTURAL:
(TOWER ANALYSIS)

HUTTER TRANKINA ENGINEERING
32 W 273 ARMY TRAIL RD,
SUITE #100
WAYNE, IL 60184
(630) 513-6711

STRUCTURAL ANALYSIS DATE:

08/16/2022

VICINITY MAP

N.T.S.

SITE LOCATION

REGIONAL MAP

N.T.S.

SITE LOCATION

PROJECT TYPE

PROPOSED VERIZON ANTENNAS TO BE MOUNTED ON 100'-0" TEMPORARY T.O.W. WITH TEMPORARY COLT AT BASE.

PROJECT INFORMATION

SITE COORDINATES:

LATITUDE: 44° 23' 13.00" N
LONGITUDE: 88° 08' 47.40" W

ADDRESS:

2901 LAWRENCE DRIVE
DEPERE, WI 54115

JURISDICTION:

BROWN COUNTY

OCCUPANCY:

UNINHABITED

CONSTRUCTION TYPE:

TEMP TOWER

PROPERTY OWNER:

JAMES AND IDA VAN GHEEM

TOWER OWNER:

VERIZON WIRELESS

APPLICANT:

VERIZON WIRELESS
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008

22-10-0017
L-469

verizon

1701 GOLF ROAD, TOWER 2, SUITE 400
ROLLING MEADOWS, ILLINOIS 60008
PHONE: (847) 619-5397 FAX: (847) 706-7415

LOCATION NUMBER: 113395
SITE NAME: VAN GHEEM SILO
2901 LAWRENCE DRIVE
DEPERE, WI 54115

"Call 3 Work Days Before You Dig!"

TOLL FREE 1-800-242-8511
MILW. AREA (414) 259-1181
TDD 1-800-542-2289

OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

SHEET

DRAWING INDEX

REVISION

T-1
LP
ANT-1
ANT-1A
ANT-2
ANT-2A
E-1

TITLE SHEET
LOCATION PLAN
SITE ELEVATION
ANTENNA PLAN VIEWS
ANTENNA INFORMATION
ANTENNA INFORMATION
GROUNDING DETAILS

5,6
4,5
5
-
-
-
-

22" x 34" IS FULL SCALE | 11" x 17" IS HALF SCALE

ATTACHMENTS

-

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	07/27/22	JJR
2	REVISED TOWER LOCATION	08/03/22	JJR
3	REVISED TOWER LOCATION	08/04/22	JJR
4	ISSUED FOR 90S	08/05/22	JJR
5	REVISED TOWER LOCATION	08/12/22	DS
6	REVISED FIBER ROUTE & ANTENNA PLAN	10/19/22	TJS

LOC. # 725863

VAN GHEEM SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY: JJR

CHECKED BY: DS

DATE: 07/26/22

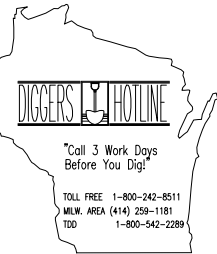
PROJECT #: 194-023

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



OTHER UTILITIES NOT INCLUDED IN DIGGERS HOTLINE AND LOCAL UTILITY DISTRICTS AND COMPANIES SHALL ALSO BE NOTIFIED

1 LOCATION PLAN

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
ENGINEERING & ARCHITECTURE, LLC
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS					
NO.	DESCRIPTION	DATE	BY		
1	ISSUED FOR REVIEW	07/27/22	JJR		
2	REVISED TOWER LOCATION	08/03/22	JJR		
3	REVISED TOWER LOCATION	08/04/22	JJR		
4	ISSUED FOR 90S	08/05/22	JJR		
5	REVISED TOWER LOCATION	08/12/22	DS		
6	REVISED FIBER ROUTE & ANTENNA PLAN	10/19/22	TJS		
	ISSUED FOR PERMIT	10/19/22	TJS		

LOC. # 725863
VAN GHEEM
SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY:	JJR
CHECKED BY:	DS
DATE:	07/26/22
PROJECT #:	194-023

SHEET TITLE
LOCATION PLAN

SHEET NUMBER
LP

NOTE:
THIS DRAWING IS FOR EXHIBIT AND
LAYOUT PURPOSES ONLY.

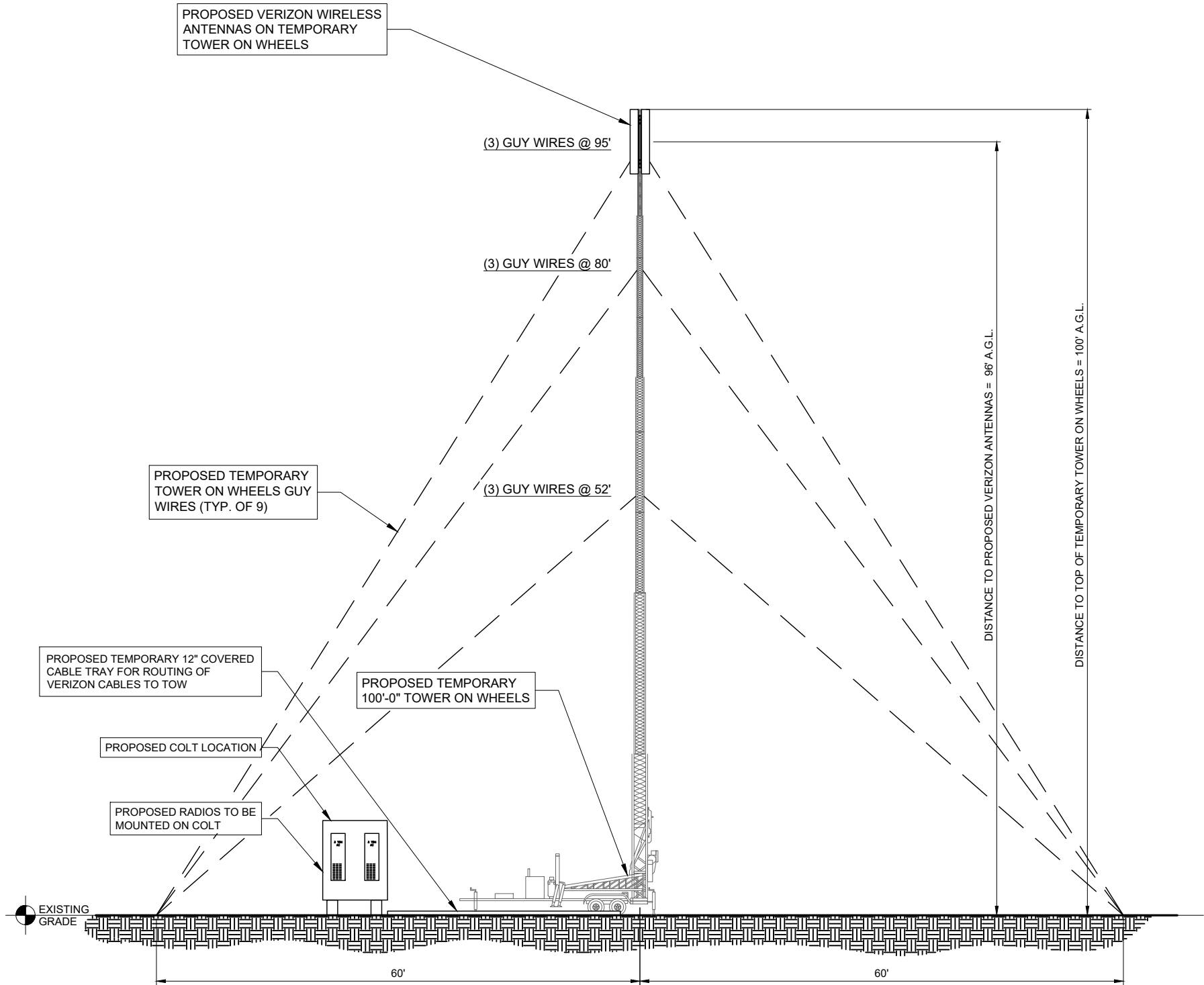
FINAL EXHIBIT PENDING STRUCTURAL
ANALYSIS BY OTHERS.

22-10-0017
L-469

FULL SCALE PRINT IS ON 22"x34" MEDIA
HALF SCALE PRINT IS ON 11"x17" MEDIA

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
ENGINEERING & CONSTRUCTION, LTD.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401



1 ELEVATION
SCALE: 1/8" = 1'-0" ±

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	07/27/22	JJR
2	REVISED TOWER LOCATION	08/03/22	JJR
3	REVISED TOWER LOCATION	08/04/22	JJR
4	ISSUED FOR 90S	08/05/22	JJR
5	REVISED TOWER LOCATION	08/12/22	DS
6	REVISED FIBER ROUTE & ANTENNA PLAN	10/19/22	TJS
	ISSUED FOR PERMIT	10/19/22	TJS

LOC. # 725863

VAN GHEEM
SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY: JJR

CHECKED BY: DS

DATE: 07/26/22

PROJECT #: 194-023

SHEET TITLE

SITE
ELEVATION

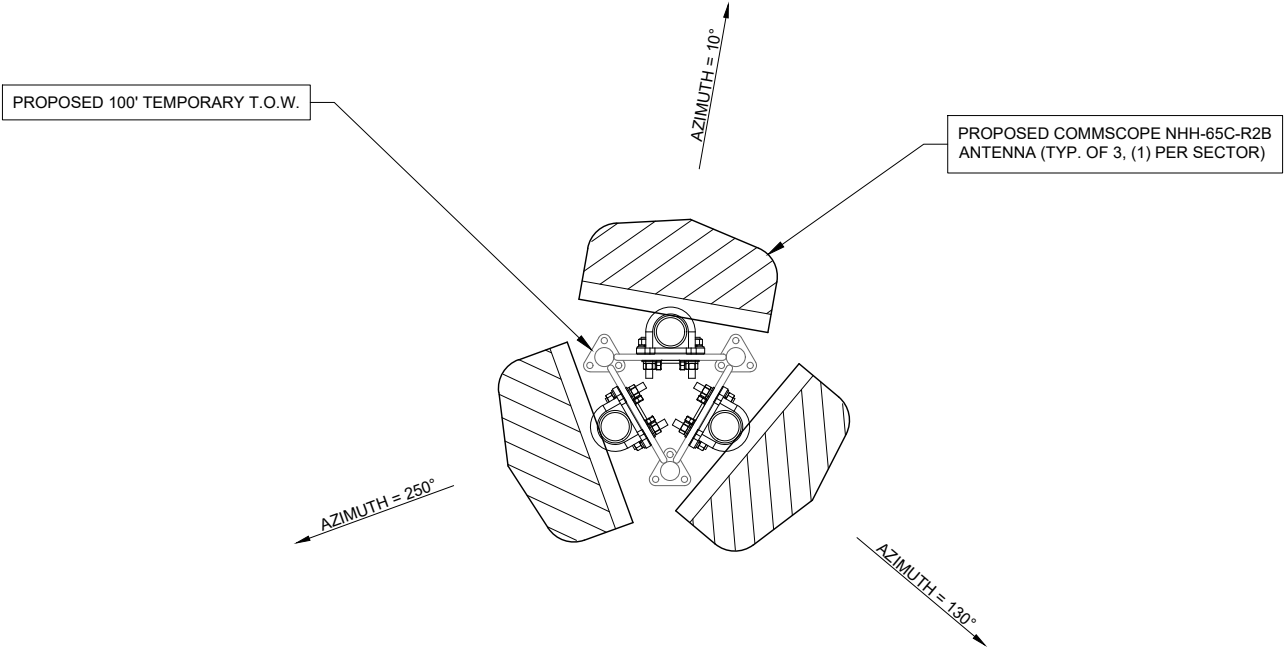
SHEET NUMBER

ANT-1

- NOTES:
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
 2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONFIRMATION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. G.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO REMOVAL OF ANY ANTENNAS.
 4. REFER TO ANT-3 FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.

FINAL CONFIGURATION TO MATCH RFDS.
REMOVE ALL EQUIPMENT NOT LISTED ON
THE RFDS. REFER TO MOUNT ANALYSIS
FOR ADDITIONAL REQUIREMENTS.

22-10-0017
L-469



verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
COMMUNICATIONS, INC.
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS					
NO.	DESCRIPTION	DATE	BY	JJR	TJS
1	ISSUED FOR REVIEW	07/27/22	JJR	JJR	
2	REVISED TOWER LOCATION	08/03/22	JJR	JJR	
3	REVISED TOWER LOCATION	08/04/22	JJR	JJR	
4	ISSUED FOR 90S	08/05/22	JJR	DS	
5	REVISED TOWER LOCATION	08/12/22	JJR	TJS	
6	REVISED FIBER ROUTE & ANTENNA PLAN	10/10/22	TJS		
	ISSUED FOR PERMIT	10/19/22	TJS		

LOC. # 725863

VAN GHEEM
SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY:	JJR
CHECKED BY:	DS
DATE:	07/26/22
PROJECT #:	194-023

SHEET TITLE
ANTENNA
LAYOUT

SHEET NUMBER

ANT-1A

[illegible]

RFDS Project Scope:

Added: 6	Removed: 0	Retained: 0
----------	------------	-------------

Added										
Equipment Type	Location	700	AWS	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
RRU	Tower	LTE		Ericsson	RRUS11 B13			PHYSICAL	6	KRC161456/1
RRU	Tower		LTE	Ericsson	RRUS32 B4			PHYSICAL	3	KRC161416/1
AISG Cable	Tower						3/8"	PHYSICAL	3	
Coaxial Cables	Tower						1/2'	PHYSICAL	24	
Removed										
Equipment Type	Location	700	AWS	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
No data available.										
Retained										
Equipment Type	Location	700	AWS	Make	Model	Cable Length	Cable Size	Install Type	Quantity	Item ID
No data available.										

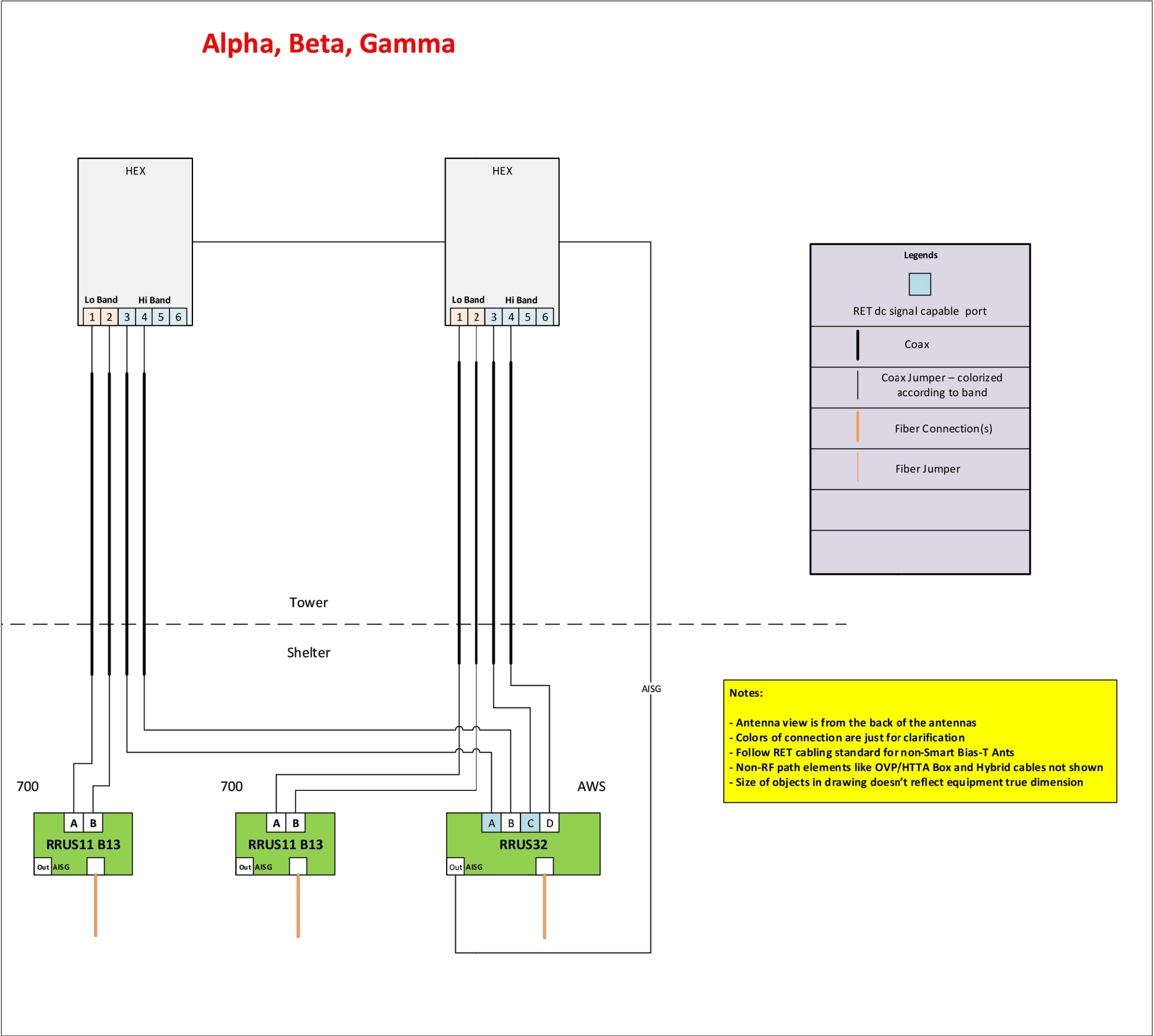


ANT-2

SHEET NUMBER

ANT-2

22-10-0017
L-469



verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS			BY	DATE
NO.	DESCRIPTION			
1	ISSUED FOR REVIEW		JJR	07/27/22
2	REVISED TOWER LOCATION		JJR	08/03/22
3	REVISED TOWER LOCATION		JJR	08/04/22
4	ISSUED FOR 90S		JJR	08/05/22
5	REVISED TOWER LOCATION		DS	08/12/22
6	REVISED FIBER ROUTE & ANTENNA PLAN		TJS	10/10/22
	ISSUED FOR PERMIT		TJS	10/19/22

LOC. # 725863

VAN GHEEM
SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY: JJR

CHECKED BY: DS

DATE: 07/26/22

PROJECT #: 194-023

SHEET TITLE
ANTENNA
INFORMATION

SHEET NUMBER

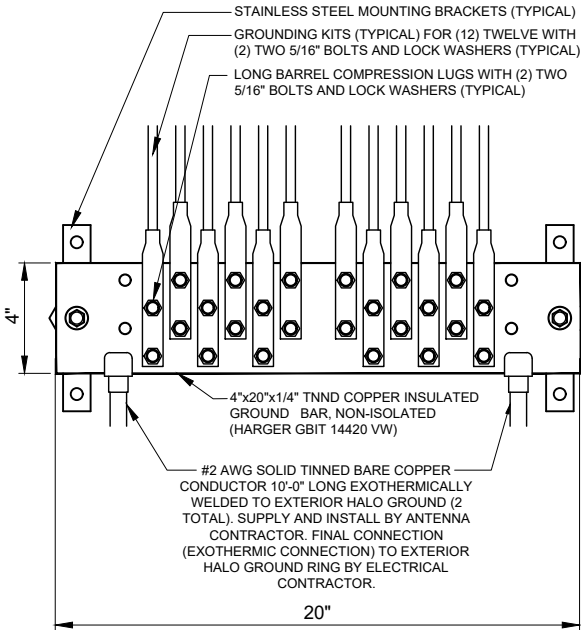
ANT-2A

GROUNDING ELECTRODE SYSTEM NOTES:

1. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC PROCESS CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, ETC. ALL CABLE TO GROUND RODS, GROUND RODS SPLICES AND LIGHTNING PROTECTION SYSTEM AS INDICATED. GROUND FOUNDATION ONLY AS INDICATED BY PM. ALL MATERIALS USED (MOLDS, WELDING, METAL, TOOLS, ETC.) SHALL BE BY EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND PROCEDURES.GROUND CONDUCTOR SHALL HAVE A MINIMUM 24" BENDING RADIUS.
2. ALL EXOTHERMIC CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AND COLORED TO MATCH SURFACE WITH (2) TWO COATS OF SHERWIN-WILLIAMS GALVITE (WHITE) PAINT B50W3 (OR EQUAL) OR SHERWIN- WILLIAMS SILVERBRITE (ALUMINUM) B59S11 (OR EQUAL). ALL ELECTRICAL & MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION
3. FENCE/GATE: GROUND FENCE POSTS WITHIN 6 FEET OF ENCLOSURE AND 25 FEET OF TOWER AS INDICATED ON DRAWINGS. GROUND EACH GATE POST AND CORNER POST. GROUND CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. ALL OTHER CONNECTIONS FOR THE GROUND GRID SYSTEM SHALL BE MADE BY THE EXOTHERMIC PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES.
4. AFTER INSTALLATION OF THE CANOPY AT THE DOOR, GC/EC IS TO BOND THE CANOPY TO THE DOOR FRAME WITH A #2 CONDUCTOR. USE DOUBLE-LUG CONNECTION. PREP AND PAINT SURFACE TO MATCH AFTER INSTALLATION.
5. UTILITY COMPANY COORDINATION: ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK IS IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING THE BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN THE BID.
6. GROUND TEST: GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY LESSEE STANDARD PROCEDURES. GROUND GRID RESISTANCE SHALL NOT EXCEED 5 OHMS.
7. CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS:
ONE (1) COPY TO OWNER REPRESENTATIVE
ONE (1) COPY TO ENGINEER
ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE

NOTE:

DO NOT ATTACH GROUND BARS ON ANY OF THE TANKS COATED SURFACES

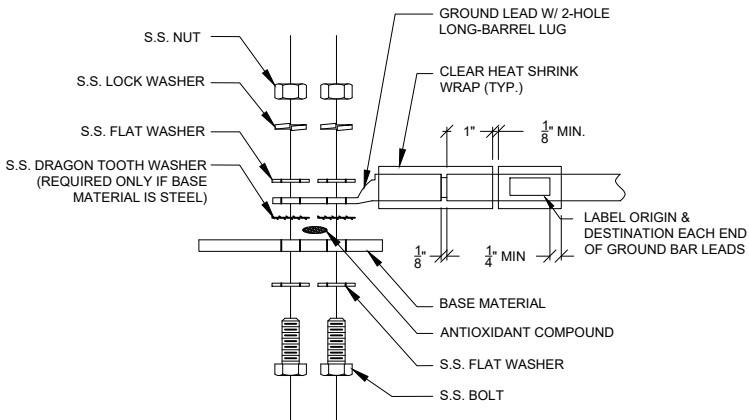


1 EXTERIOR GROUND BAR DETAIL
N.T.S.

22-10-0017
L-469

NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH KOPR-SHIELD.
3. GROUND BARS, INSTALL BOLT HEAD TOWARD WALL
4. ENCLOSURES, INSTALL BOLT HEAD ON OUTSIDE OF ENCLOSURE



2 GROUND LUG INSTALLATION DETAIL
N.T.S.



Type GT
THROUGH CABLE TO TOP OF GROUND ROD.



Type TA
TEE OF HORIZONTAL RUN AND TAP CABLES.



Type HS
HORIZONTAL CABLE TAP TO HORIZONTAL STEEL SURFACE OR PIPE. CABLE OFF SURFACE.



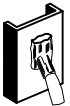
Type VV
THROUGH VERTICAL CABLE TO VERTICAL STEEL SURFACE OR TO THE SIDE OF EITHER HORIZONTAL OR VERTICAL PIPE



Type XB
CROSS OF HORIZONTAL CABLES. LAPPED AND NOT CUT



Type VN
HORIZONTAL CABLE TAP TO VERTICAL STEEL SURFACE OR THE SIDE OF HORIZONTAL PIPE



Type VS
CABLE TAP DOWN AT 45° TO VERTICAL STEEL SURFACE OR SIDE OF HORIZONTAL OR VERTICAL PIPE.



Type GY
THROUGH CABLE TO SIDE OF GROUND ROD



Type GR
CABLE TAP TO TOP OF GROUND ROD

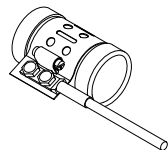


Type NC
THROUGH AND TAP CABLES TO GROUND ROD

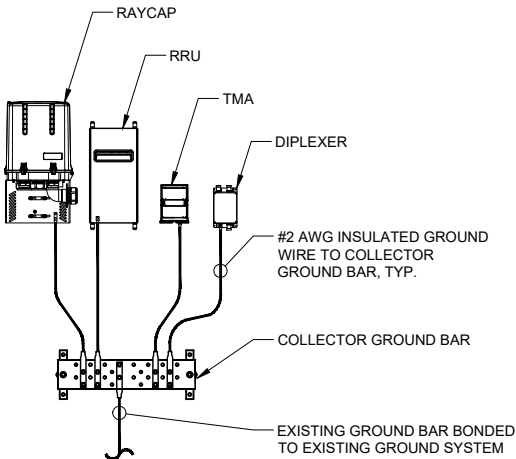
3 EXOTHERMIC WELD DETAILS
EXOTHERMIC AND HARGER ULTRAWELD OR APPROVED EQUAL

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. THIS DETAIL IS TYPICAL FOR EACH COAX CABLE WHERE IT IS SPECIFIED TO BE GROUNDED
3. CABLE TO BE GROUNDED AT ANTENNA LEVEL AND PRIOR TO ENTERING SHELTER ENTRY PANEL.
4. CABLE ALSO TO BE GROUNDED TO GROUND BAR AT TOWER BASE IF APPLICABLE.
5. USE ONLY TIN PLATED GROUNDING KITS.



4 COAX / HYBRID CABLE GROUND KIT DETAIL
N.T.S.



NOTES:

1. DETAIL IS CONCEPTUAL ONLY. PLEASE SEE ECR AND LAYOUT SHEETS FOR ACTUAL EQUIPMENT CONFIGURATION.
2. GROUND CONNECTIONS MUST BE DOUBLE HOLE CONNECTION. SPECIAL EXCEPTION ONLY TO EQUIPMENT THAT WILL NOT ALLOW FOR A DOUBLE HOLE CONNECTION.

5 TYPICAL APPURTENANCE GROUNDING
SCALE: N.T.S.

verizon
1701 GOLF ROAD
TOWER 2, SUITE 400
ROLLING MEADOWS, IL 60008
PHONE: (847) 619-5397
FAX: (847) 706-7415

TERRA
TERRA CONSULTING, LLC
600 BUSSE HIGHWAY
PARK RIDGE, IL 60068
PH: 847-698-6400
FAX: 847-698-6401

REVISIONS					
NO.	DESCRIPTION	DATE	BY	DATE	BY
1	ISSUED FOR REVIEW	07/27/22	JJR	07/27/22	JJR
2	REVISED TOWER LOCATION	08/03/22	JJR	08/03/22	JJR
3	REVISED TOWER LOCATION	08/04/22	JJR	08/04/22	JJR
4	ISSUED FOR 90S	08/05/22	JJR	08/05/22	DS
5	REVISED TOWER LOCATION	08/19/22	JJR	08/19/22	TJS
6	REVISED FIBER ROUTE & ANTENNA PLAN	10/19/22	JJR	10/19/22	TJS

LOC. # 725863

VAN GHEEM
SILO

2901 LAWRENCE DRIVE
DEPERE, WI 54115

DRAWN BY: JJR

CHECKED BY: DS

DATE: 07/26/22

PROJECT #: 194-023

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
E-1

Certified Survey Map

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and part of the Government Lot 3, all being located in Section 13, T22N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 100'



Michael R. Andraschko
PLS-2895
November 1st, 2022



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊕ Brown County monument
- type noted

NOTES

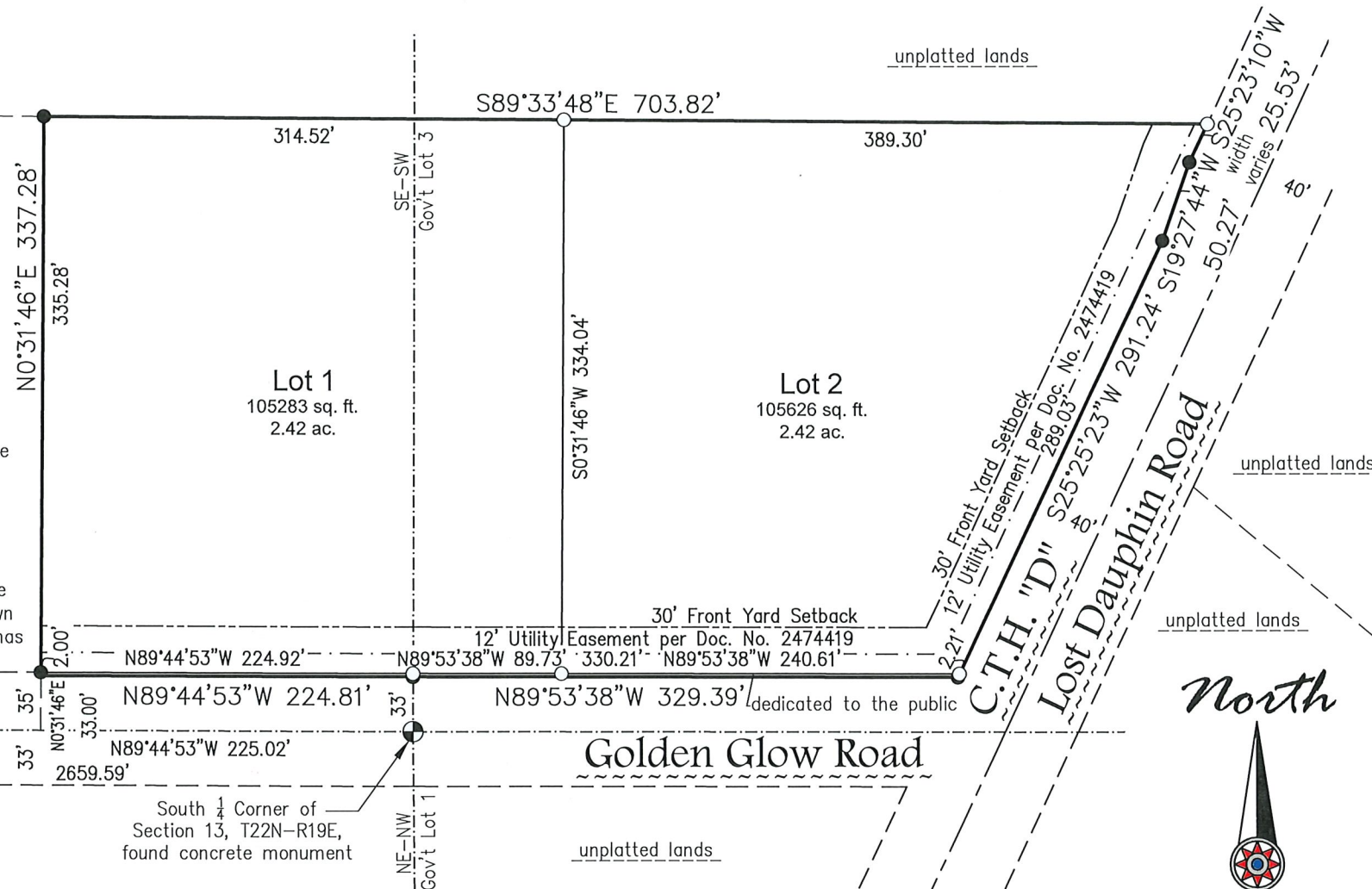
Lot 1
45 CSM 362

Bearings referenced to the South line of the Southwest $\frac{1}{4}$ of Section 13, T22N-R19E, assumed to be N89°44'53"W.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Southwest Corner of Section 13, T22N-R19E, found mag nail w/ washer

South $\frac{1}{4}$ Corner of Section 13, T22N-R19E, found concrete monument



Client: Up Down Dilly Dally, LLC

Tax Parcel: L-27-1

Drafted By: NDK

File: Z-1203CSM 103122.dwg

Data File: Z-1203.txt

Mau & Associates, LLP

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Website: www.mau-associates.com

400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four

Project No.: Z-1203


Drawing No.: L-11936

Fieldwork Completed: xx/xx/xx



SURVEYOR'S CERTIFICATE

Michael R. Andraschko
Michael R. Andraschko
PLS-2895
November 1st, 2022



Drawing No.: L-11936 Sheet Two of Four



Certified Survey Map

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and part of the Government Lot 3, all being located in Section 13, T22N-R19E, Town of Lawrence, Brown County, Wisconsin.

NOTES

A Brown County Highway Department access permit must be obtained prior to any construction of a new street / road connection or driveway to a County Trunk Highway.

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town of Lawrence has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Development on Lots 1 and 2 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Up Down Dilly Dally, LLC, a Wisconsin limited liability company, WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Michael R. Andraschko
PLS-2895
November 1st, 2022





LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

WISCONSIN
MICHAEL R. ANDRASCHKO
PLS-2895
GREEN BAY,
WI
LAND SURVEYOR

Cindy Kocken

From: Scott Zittlow <legatobuzz@gmail.com>
Sent: Saturday, November 26, 2022 7:58 AM
To: Cindy Kocken
Subject: RE: Change of zoning (board of supervisors)

RE: Change of zoning on lot 1& 2 of Parcel L-27-1.

I have no objection to the change of zoning. Although it's disappointing to lose more farm land.

Scott Zittlow
2238 Golden Glow Rd.



Agenda Item Review

Meeting Date: 12/12/2022
Agenda Item#: 12

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: Amended Liquor License Application for Sgambati's Pizza

FISCAL IMPACT:

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

Item History

In July 2022 the Town Board approved a new liquor license application from LegitMoney, LLC/Brandon Kofler who is the new owner of Sgambati's New York Pizza. Since that time the Town was made aware of an additional member of the company, LegitMoney, LLC. Tara Mannebach has been added to the original application, and with this amendment a background check is required along with Town Board approval.

The background check was completed by the Hobart-Lawrence Police Department. Police Chief Bani discovered some violations during the background check; however, Chief has approved the application contingent upon all members remaining eligible as long as no future violations of drugs or alcohol occur.

Recommended Action By Town Board

Recommend approval of the amended Liquor License for LegitMoney, LLC,/Agent- Brandon Kofler as presented.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2022 ending: 06/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☒ Town of ☐ Village of ☐ City of } LAWRENCE

County of BROWN Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1031058087-04</u>	
FEIN Number <u>882228547</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00</u>
TOTAL FEE	\$ <u>50.00</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Kofler, Brandon / Mannebach, Tara, LegitMoney LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Kofler</u>	(First) <u>Brandon</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>707 3rd St. De Pere, WI, 54115</u>
Vice President / Member Last Name <u>Mannebach</u>	(First) <u>Tara</u>	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>351 S Kools St Unit 1 Appleton, WI 54914</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Sgambati's NY Pizza Business Phone Number 920-983-7492
2. Address of Premises 1700 Sand Acres Dr. De Pere, WI Post Office & Zip Code 54115

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Host section, main dining area, back side of bar
patio dining

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? JMDN LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☐ Yes ☒ No

7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No

9. (a) Corporate/limited liability company applicants only: Insert state WI and date May of 2022 of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Kofler, Brandon, L</u>	Title/Member <u>Owner</u>	Date <u>10-12-22</u>
Signature <u>Brandon Kofler</u>	Phone Number <u>920-784-4120</u>	Email Address <u>joker.gbts@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11/14/2022</u>	Date reported to council / board	Date provisional license issued <u>11/15/2022</u>	Signature of Clerk / Deputy Clerk <u>[Signature]</u>
Date license granted	Date license issued	License Number issued	

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☒ Town ☐ Village of LAWRENCE County of BROWN
☐ City

The undersigned duly authorized officer/member/manager of LegitMoney LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Sgambetti's NY Pizza
(Trade Name)

located at 1700 Sand acres dr. Depere, WI 54115

appoints Brandon Kofler
(Name of Appointed Agent)

707 3rd St. Depere WI, 54115
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 28 yrs

Place of residence last year Depere WI, 707 3rd St

For: LegitMoney LLC
(Name of Corporation / Organization / Limited Liability Company)

By: Brandon Kofler
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Brandon Kofler, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Brandon Kofler 10-12-22
(Signature of Agent) (Date)

707 3rd St. Depere WI 54115 Agent's age 28
(Home Address of Agent) Date of birth [REDACTED]

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 11/30/22 by [Signature] Title Chief of Police
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Kofler		(first name) Brandon		(middle name) Lee	
Home Address (street/route) 707 3rd st		Post Office Brown	City Depere	State WI	Zip Code 54115
Home Phone Number 920-784-4120		Age 28	Date of Birth [REDACTED]	Place of Birth Green Bay	

The above named individual provides the following information as a person who is (check one):

☐ Applying for an alcohol beverage license as an **individual**.

☒ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? **28 yrs**

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

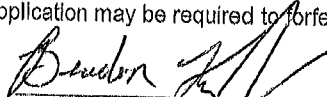
(Name of Wholesale Licensee or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Aaron Johnson	Employer's Address N/A Toppers Pizza	Employed From 6-17-18	To 10-21-2021
Employer's Name	Employer's Address	Employed From 10-22-21	To present

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Signature of Named Individual)

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Mannebach		Tara		M	
Home Address (street/route)		Post Office	City	State	Zip Code
351 S. Kols St. Unit 1			Appleton	WI	54914
Home Phone Number		Age	Date of Birth	Place of Birth	
920-243-8328		50	[REDACTED]	Appleton	

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☒ A member of a **partnership** which is making application for an alcohol beverage license.

☐ _____ of _____
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 50 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☒ Yes ☐ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
12-11-06, possession with intent not pending
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify. _____
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
Raymond Sgambati	1700 Sand acres dri Repre	10-14	—
Melissa N. Aff.	1700 Sand acres dri Repre	—	To Now

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]
(Signature of Named Individual)



Agenda Item Review

Meeting Date: 12/12/2022

Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Report on Comp Plan Update – Public Participation Plan / Citizen Advisory Cmte**

FISCAL IMPACT:

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

Item History

The Town has committed to updating the Comprehensive Plan in 2023.

As part of that process, the Town needs to adopt a public participation plan (required by statute) and also appoint a citizen advisory committee to complete a lot of the heavy lifting work related to the Comp Plan Update.

A draft of the public participation plan is attached for review. We'll aim to formally adopt this plan at the second December meeting of the Town Board.

We've solicited interested Town residents to serve on the Advisory Committee. The goal was to identify approximately 10 citizen representatives from a diverse background and geographical location through the community. We've received more than 20 residents interested in serving on the committee, with a few areas of the Town needing to be reviewed (as limited interest came in from those who filled out applications from some geographical areas). Also, approximately half of the submitted applications came in from the neighborhoods around Bain Brook Estates, Noah Road and that area of Williams Grant.

We will report on the level of interest from citizens at this meeting and identify areas where we may need to find a representative, as well.

The Comp Plan Update is slated to kick off in January 2023.

Recommended Action By Town Board

No action, update only on process.



Agenda Item Review

Meeting Date: 12/12/2022

Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consideration of Increase for Planning & Zoning Cmte Member Meeting Stipends**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within Economic Development category

Item History

Planning & Zoning Committee members are currently paid a stipend of \$15 per meeting attended. In recent years, this committee has been involved with a higher level of projects and topics to review. It has been commented on many occasions that this group should be compensated at a higher level due to the complexity of topics, projects and homework requirements which can take many hours of review on a regular basis.

The Economic Development budget has an increased level of funding for the upcoming Comprehensive Plan Update, and funds are set aside in such a manner that would allow for an increase to the stipend for Planning & Zoning Committee members.

Recommended Action By Town Board

Recommend approval to increase the Planning & Zoning Committee stipend from \$15 per meeting up to \$40 per meeting.



Agenda Item Review

Meeting Date: 12/12/2022

Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consideration of K-9 Police Officer Purchase Agreement (re: Bax future retirement)**

FISCAL IMPACT:

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

Item History

K-9 Officer Bax is due for retirement in early 2023. At that point in time, it's anticipated that Sgt Tremel will keep Bax as a family pet. An agreement has been drafted that will allow for Bax to be purchased for \$1, but more importantly, will establish that the responsibility and liability for Bax will be transferred out of the jurisdiction of the Police Department or the Village of Hobart or Town of Lawrence. A purchase agreement is attached for review to enable this transition for K-9 Officer Bax.

The K-9 program has been 100% funded by donations. Chief bani announced recently that yet another significant private donation was made to the K-9 program, which will ensure it's operation into the future.

Bax's replacement, to be named Jax, will arrive to the department soon and head off for training with Sgt Tremel in March 2023 tentatively.

Recommended Action By Town Board

Recommend approval of Police Department K-9 Purchase Agreement with Chris Tremel.

K9 PURCHASE AND INDEMNIFICATION AGREEMENT

This K9 PURCHASE AND INDEMNIFICATION AGREEMENT is dated as of **Month Date**, 2023, by and between the Hobart-Lawrence Police Department, the Village of Hobart, the Town of Lawrence (collectively the Village and Town) and Christopher Tremel (collectively, the "Parties").

RECITALS

- A. WHEREAS, the Village and Town own a German Shepherd dog known as K9 Officer BAX.
- B. WHEREAS, the Village and Town are seeking to retire BAX from active police service.
- C. WHEREAS, Christopher Tremel is a Hobart-Lawrence Police Department officer and K9 handler and has worked with BAX in the recent past.
- D. WHEREAS, Christopher Tremel wants to purchase BAX from the Village and Town and the Village and Town would like to sell BAX to Christopher Tremel.
- E. WHEREAS, the Parties wish to memorialize the terms of sale and purchase in writing, as set forth herein.

AGREEMENT

The Village and Town and Christopher Tremel agree as follows:

1. Purchase. Effective _____, 2023, the Village and Town agree to assign, convey and transfer all rights, title and interest in BAX for \$1.00 (Purchase Date). Christopher Tremel agrees to purchase for \$1.00. Christopher Tremel shall take possession of BAX on the Purchase Date.
2. Registration/License. On the Purchase Date, the Parties shall finalize all documentation necessary to transfer any license or registration associated with BAX from the Village and Town to Christopher Tremel.
3. As-Is. After the Purchase Date, BAX is no longer a K9 Officer and BAX is no longer the property or responsibility of the Village and Town, and Christopher Tremel assumes all responsibility for the condition, care, and any liability associated with BAX. The Village and Town make no promises concerning the physical or mental health of BAX. The Village and Town disclaim all implied warranties of merchantability and fitness for any particular purpose. Christopher Tremel's purchase of BAX is strictly "as is".
4. K9 Training and Handling. Christopher Tremel understands and has a clear knowledge of the training that BAX has received in police canine procedures and tactics over the course of BAX's career. Christopher Tremel warrants that he is fully aware of BAX's training and history. Christopher Tremel warrants that he is fully capable of safely handling BAX. Due to the training that BAX has received, Christopher Tremel agrees that after he accepts ownership of BAX that ownership shall not be transferred to another party without the

approval of the Village and Town. Christopher Tremel agrees that the sole purpose for retaining BAX is as a family pet.

5. Waiver. Christopher Tremel waives, releases and forever discharges the Village and Town and all of their officers, employees, elected officials, and agents from all liabilities and claims of any nature whatsoever, whether known or unknown, foreseen or unforeseen, that Christopher Tremel now has or that may subsequently accrue to Christopher Tremel, arising from or relating to BAX. As one example, this includes waiver, release and discharge from any personal injury claim by Christopher Tremel or Christopher Tremel's family arising from or relating to any action by BAX.
6. Indemnity. Christopher Tremel will indemnify the Village and Town and all of their officers, employees, elected officials, and agents from all losses (including reasonable attorney's fees and costs), liabilities and claims arising from or relating to any action of BAX or any liability associated with BAX after the Purchase Date. As one example, this requires Christopher Tremel to indemnify the Village and Town from any claim that arises from any personal injury caused to any person, party, property, or entity by BAX after the Purchase Date.
7. General Provisions.
 - 7.1. Governing Law. The laws of the State of Wisconsin, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
 - 7.2. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Brown County Circuit Court.
 - 7.3. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.
 - 7.4. Amendment. No amendment to this Agreement will be effective unless it is in writing and signed by the Village and Town and Christopher Tremel.
 - 7.5. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to fullest extent permitted by law.
 - 7.6. Attorney's Fees and Costs. The prevailing Party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.
 - 7.7. Opportunity for Counsel Review. The Parties acknowledge that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement is not to be construed against any party on the basis of which party drafted the Agreement.

Executed by the Village and Town and Christopher Tremel as of the date first above written.

HOBART-LAWRENCE POLICE DEPARTMENT

CHRISTOPHER TREMEL

RANDY BANI, CHIEF OF POLICE

CHRISTOPHER TREMEL

VILLAGE OF HOBART

TOWN OF LAWRENCE

AARON KRAMER, VILLAGE ADMINSTRATOR

PATRICK WETZEL

ATTEST:

VILLAGE OF HOBART CLERK

TOWN OF LAWRENCE CLERK

APPROVED AS TO FORM:

VILLAGE ATTORNEY



Agenda Item Review

Meeting Date: December 12, 2022
Agenda Item#: 16

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator; Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: Upgrade Security Camera System –Town Hall/Public Works Campus

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? No, but would utilize ARPA funds as eligible use

Item History

The existing camera systems at the Town Hall campus have been in use for a long time.

As the Town's public works/Town Hall campus has expanded, in addition to consideration for replacing older cameras, there are additional needs for new angles and cameras for security purposes. We've also historically had a number of vendors and systems for security, electronic door locks and cameras. The effort recently has been to consolidate those systems under the umbrella of one vendor.

In working with our IT consultant, Appleton Info Tech, and Barrier Security (our current security system consultant), we've obtained pricing to replace the camera operating system at the Town Hall campus, replace cameras and add new cameras to expand coverage on Town property and structures. A "wireless bridge" is also necessary in order to connect the Town Hall system to the recently obtained public works facility on Little Rapids Road, adjacent to the Town Hall to the southeast.

Having adequate and clear video surveillance on these valuable Town assets is very important, and we feel as though it is time to make an investment in upgrading systems.

Additionally, we have needs to upgrade the Quarry Park surveillance system. As this is a freestanding system, we'll intend to solicit quotes from multiple vendors for this project.

Town Hall/Public Works Campus:

AIT proposal for Wireless Bridge-\$2,338.95: wireless bridge from Town Hall to new public works garage to install new camera.

Barrier Security Systems LLC Town Hall Upgrade with addition of camera for yard waste site and new public works garage on Little Rapids-\$7,742.72

Recommended Action By Town Board

Staff recommends approval of the proposals from Barrier Security Systems and Wireless Bridge proposal from AIT using ARPA grant money.



Agenda Item Review

Meeting Date: December 12, 2022

Agenda Item#: 17

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Luke F. Pasterski, Assistant Fire Chief
AGENDA ITEM: **Consider Request for AED Purchases for Fire Dept – Replace Existing Units**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, Fire Capital – may use ARPA funds as well

Item History

It has been proven that the key to cardiac resuscitation is early access to defibrillation. Just recently in Brown County a fire chief walked out to his vehicle after a department meeting and fire department personnel found him minutes later laying in the parking lot unresponsive. The fire department personnel immediately provided CPR, access their AED, and shocked him several times. The high-quality CPR by trained personnel and early defibrillation with their AED are no doubt the reason he was able to leave the hospital, neurologically intact about a week later.

Currently the Town of Lawrence has six AEDs, five of which are assigned to fire department use and one is housed in the hallway at the town hall. Five of the AEDs are 17 years to 12 years old and one being two years old. The suggested life expectancy of AEDs for fire/EMS use is 10 years, because of usage. Most of the current inventory needs batteries and pads to keep them in service.

The price of replacement batteries is \$430 each and pads are \$55 each. Each AED currently has two sets of pads a primary set of pads and a backup.

The cost of new Lifepak CR2 AED's is \$2,056 each. The list price is \$2,152, but we can get a discount for group buying with De Pere Fire Rescue. Lifepak replacement batteries are \$292, and pads are \$169, so overall operational costs will be lower.

Stryker who is the company that sells the Lifepak AEDs to fire departments in our area is willing to give us \$200 trade in for each AED's we currently have.

With the addition of the fire chief vehicle, we would like to add one more AED to the fleet. We are requesting to purchase six AEDs. This can be done by purchasing two each year over the next three years for a cost of \$3,763 per year or a one-time purchase of \$11,289.

Some important reasons for requesting Lifepak CR2 AEDs are that the defibrillator pads are compatible with the Lifepak monitor/defibrillators that De Pere Fire Rescue has in the ambulances. This means that once the ambulance arrives on scene the defibrillator pads can simply be unplugged from the AED and plugged into the defibrillator/monitor rather than having to remove the defibrillation pads and new ones put on. This minimizes interruption in patient care and provides for better patient outcomes. Another important reason is the Lifepak AED can be utilized on pediatric patients. Lastly, the Lifepak AEDs come with an eight-year warranty.

Thank you for your time and consideration. This is truly a lifesaving request.

Recommended Action By Town Board:

Recommend approval to purchase six AEDs.



Lawrence AED's

Quote Number: 10618870

Version: 1

Prepared For: Prospect Account

Attn:

Remit to: Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Joe Lancelle

Email: joe.lancelle@stryker.com

Phone Number:

Quote Date: 12/05/2022

Expiration Date: 03/05/2023

Delivery Address

Name: Prospect Account

Account #:

Address: 3800 E Centre St

Portage

Michigan 49002

End User - Shipping - Billing

Name: Prospect Account

Account #:

Address: 3800 E Centre St

Portage

Michigan 49002

Bill To Account

Name: Prospect Account

Account #:

Address: 3800 E Centre St

Portage

Michigan 49002

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP Electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	6	\$2,055.75	\$12,334.50
Equipment Total:					\$12,334.50

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-PHG3P-LPCR2	TRADE-IN-CARDIAC SCIENCE POWERHEART G3 PRO TOWARDS PURCHASE OF LIFEPAK CR2	6	-\$200.00	-\$1,200.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$154.20
Grand Total:	\$11,288.70

Prices: In effect for 30 days

Terms: Net 30 Days



Lawrence AED's

Quote Number: 10618870

Version: 1

Prepared For: Prospect Account

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Joe Lancelle

Email:

joe.lancelle@stryker.com

Phone Number:

Quote Date: 12/05/2022

Expiration Date: 03/05/2023

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



Agenda Item Review

Meeting Date: December 12, 2022
Agenda Item#: 19

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Resolution 2022-011 – Authorize Land Purchase - IPR Phase II Acquisition**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, via future debt service, State Trust Fund Loan

Item History

As part of the strategy to assemble land for future development, the Town partnered with Integrated Public Resources (IPR) to acquire parcels of land in what is now known as the Lawrence Parkway corridor. The land was purchased from MS Real Estate in two phases. IPR purchased Phase I from MS Real Estate in December 2018 and held up to two years.

This Phase I land was intended for multiple uses: a portion of what is now known as Lawrence Parkway Estates subdivision, a future hotel/restaurant site adjacent to Impact Sports Academy, future Rugby complex, and additional commercial projects & athletic fields to complement the sports-destination development corridor. Phase I land is generally the closest land to the actual Lawrence Parkway road corridor.

In December 2020, the Town purchased the remaining Phase I land from IPR, which hadn't yet been sold to other developments, at IPR's cost to acquire and hold. IPR then purchased Phase II land from MS Real Estate. The arrangement is for the Town to purchase this remaining Phase II land from IPR in December 2022 to close the partnership for Lawrence Parkway.

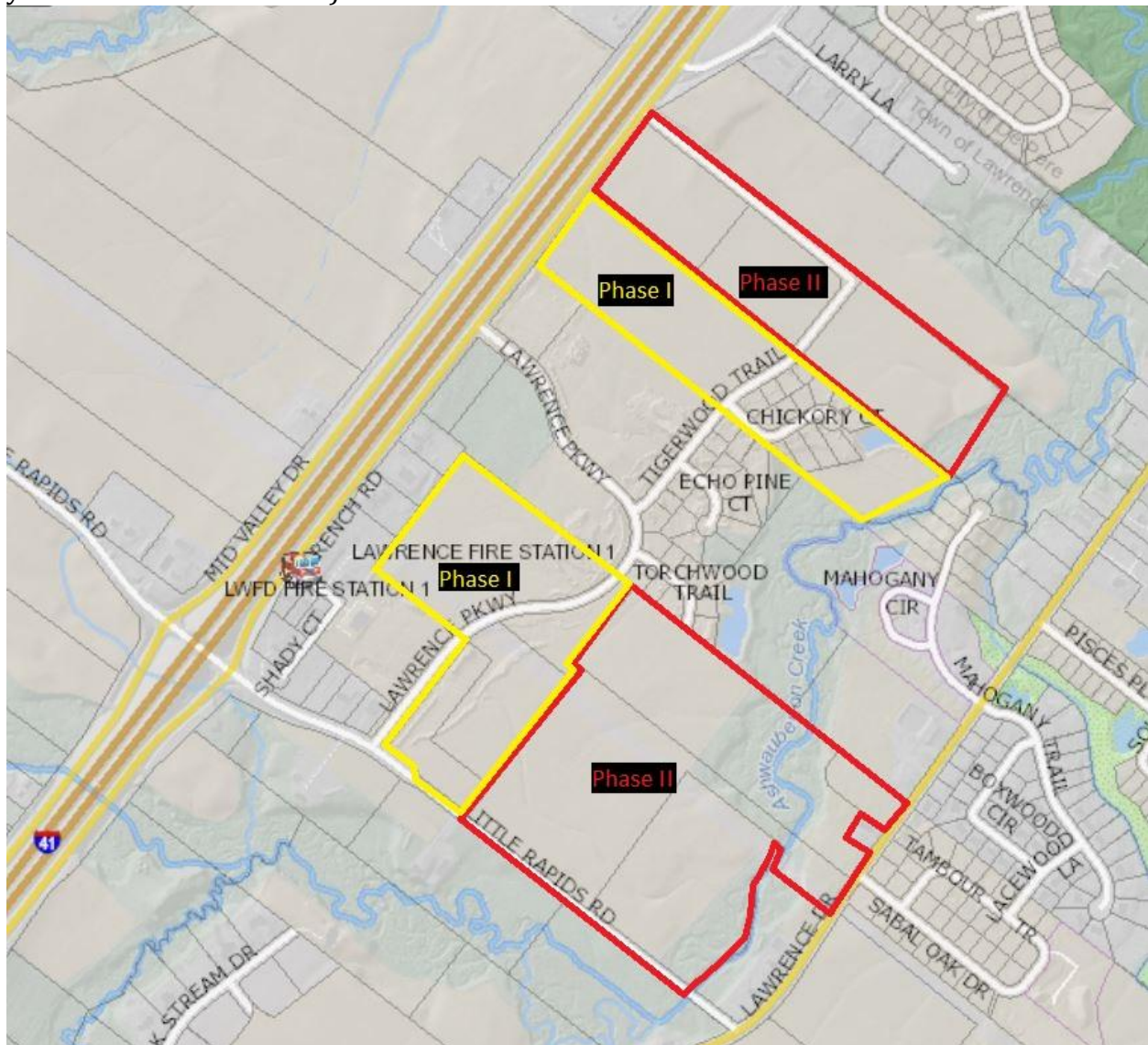
In general, IPR has held the land for development projects and sold land to projects that the Town Board has approved of. These sales have reduced the amount of cost needing to be reimbursed by the Town as part of development activities.

In preparation for an upcoming closing on Phase II land in mid-December, we've acquired a state trust fund loan application to review with this information. As there are 3-4 development projects that are circling this area, it had been not clear whether any of these potential projects may purchase land before the end of the year, thereby reducing the amount necessary to finance. We'd previously identified up to \$3.2 million for this land purchase. In this case we've outlined a financing dollar amount of approximately \$2.4 million for the project. We also project that a good portion of this land can be sold for future residential and commercial developments in an amount that is equal to (or may exceed) the \$2.4 million purchase price.

This Phase II land will accommodate a future northern expansion and southern expansion of Lawrence Parkway Estates residential lots, future commercial development including: Sports Emporium, lots on Beck Way and Green Bay Rugby, park features and other similar commercial development to blend commercial, park/sports fields and residential lots.

In seeking a state trust fund loan to finance the purchase, we're able to take advantage of no early payoff penalties in the event that we wish to pay down debt early due to revenue from land sales. We would be able to refinance this note via long term debt or for better interest rate in future as needed, without the early payoff penalty.

A general map of the Phase I and Phase II land arrangements is included below (Phase I in yellow and Phase II in red):



Recommended Action By Town Board

Recommend approval of Resolution 2022-0011– Authorizing Town purchase of IPR Phase II land in an amount not to exceed \$2.4 million, including closing costs.

**TOWN OF LAWRENCE
RESOLUTION #2022-011**

AUTHORIZING AND APPROVING THE PURCHASE OF LAWRENCE PARKWAY
CORRIDOR LAND FROM INTEGRATED PUBLIC RESOURCES, LLC –
SPECIFICALLY, CURRENT TAX PARCEL NUMBERS L-452, L-452-4, L-452-5, L-
456, L-456-2, L-457-3 AND L-458 WITHIN TAX INCREMENTAL DISTRICT #1

WHEREAS, the Town of Lawrence has worked with Integrated Public Resources, LLC to facilitate the acquisition of certain property in Phase I and Phase II, within Town Tax Increment District #1, (the Property) in the Town of Lawrence, Brown County, State of Wisconsin; and

WHEREAS, the Town of Lawrence Board of Supervisors deems this property desirable and in the best interests of the Town to pursue purchase and acquire said property due to the nature of its suitability for attractive development, location in the Lawrence Parkway corridor and Town Tax Incremental Financing District #1; and

WHEREAS, the parties have discussed a tentative agreement on a purchase price of approximately \$2,095,685.41, and additional consideration of expense reimbursement of approximately \$224,515.55, as provided in the attached Real Estate Purchase Agreement for the property for this Phase II transaction;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of Supervisors that the purchase Tax Parcels L-452, L-452-4, L-452-5, L-456, L-456-2, L-457-3 and L-458, as provided in the Real Estate Purchase Agreement is authorized, and the Town Administrator, Town Chairman and Town Attorney are authorized and directed to take all steps reasonably necessary to carry out the terms and conditions of the Real Estate Purchase Agreement to close the purchase for the Property.

BE IT FURTHER RESOLVED, that the Town Board of Supervisors hereby appropriates a combined amount from general, TID #1 and debt service funds, in amount of up to \$2,320,200.96 for the purchase of the Property and reimbursement of identified costs, together with such other funds as may be necessary to pay closing costs attributable to the Town in the transaction.

Approved and adopted by the members of the Town Board of Supervisors of the Town of Lawrence, Brown County, State of Wisconsin this 12th day of December 2022.

Vote: ____ -Aye
 ____ -Nay

Town of Lawrence

Dr. Lanny J. Tibaldo, Town Chairperson

Attest:

Cindy Kocken, Town Clerk-Treasurer

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is made and entered into by and between INTEGRATED PUBLIC RESOURCES LLC (“**Seller**”) and TOWN OF LAWRENCE (“**Buyer**”) as of the later of the two dates appearing on the signature page to this Agreement (the “Effective Date”).

RECITALS:

A. Seller owns certain property consisting of approximately 92.258 acres in the Town of Lawrence, Brown County, Wisconsin, identified for property tax listing purposes as Tax Parcels Nos. L-452 (7.996 acres), L-452-4 (7.443 acres), L-452-5 (12.988 acres), L-456 (21.464 acres), L-456-2 (2.126 acres), L-457.3 (16.449 acres) and L-458 (23.792 acres) (collectively, the “**Real Estate**”).

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Real Estate, together with all right, title and interest of Seller in and to all easements, rights-of-way, privileges and appurtenances belonging to the Real Estate (collectively, the “**Property**”).

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase and Sale. Upon and subject to the terms, covenants and conditions set forth herein, Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller on the Closing Date (as defined below), all right, title and interest of Seller in and to the Property.

2. Purchase Price and Earnest Money.

2.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be Two Million Three Hundred Twenty Thousand Two Hundred and 96/100 Dollars (\$2,320,200.96), payable to Seller at Closing by wire transfer.

2.2 Earnest Money. Earnest money in the amount of Ten Thousand Dollars (\$10,000) (the “**Earnest Money**”) has been deposited by Purchaser in escrow with the Green Bay office of Bay Title & Abstract, Inc. (the “**Title Company**”). The Earnest Money shall be held by the Title Company pursuant to its standard form of escrow agreement and shall be applied to the Purchase Price at Closing or disbursed in accordance with the terms of this Agreement if this transaction fails to close.

3. Conditions Precedent to Buyer’s Obligation. In addition to any other conditions set forth elsewhere in this Agreement, Buyer’s obligation to purchase the Property pursuant to this Agreement is conditioned upon the complete fulfillment, to the satisfaction of Buyer, or the waiver by Buyer, in writing, of the following conditions:

3.1 Description. Before closing, Seller shall deliver to Buyer and the Title Company accurate legal descriptions of the Property.

3.2 Title Commitment. No later than **seven days** before Closing, Seller shall deliver a title commitment to Buyer in standard ALTA form that does not reveal any matter affecting title to the Property that is not acceptable to Buyer in Buyer's sole determination (an "**Unsatisfactory Condition**"). All: (a) standard exceptions in the title commitment, except for the lien of real estate taxes accruing in the year of closing; (b) mortgages, security interests, involuntary liens, e.g., tax liens; (c) other encumbrance attaching to the Property without the consent of Seller or any previous owner of the Property shall automatically be considered to be an Unsatisfactory Condition without the need for Buyer to give notice thereof under this Section 3.2.

If any Unsatisfactory Condition is revealed in the Title Commitment, then, no later than **three business days** after receipt of the Title Commitment, Buyer shall notify Seller affording Seller an opportunity to cure the Unsatisfactory Condition. No later than **two business days** after receipt of Buyer's notice affording Seller an opportunity to cure, Seller shall notify Buyer whether it will or will not remedy the Unsatisfactory Condition. If Seller elects to remedy the unsatisfactory condition, (a) Seller shall promptly commence efforts to remedy the Unsatisfactory Condition, shall diligently pursue remedy and shall complete the remedy no later than **twenty days** after Seller gives notice of its intention to remedy the Unsatisfactory Condition, (b) the Closing Date as established in this Agreement shall be extended for a period not exceeding **thirty days**, (c) Seller shall promptly report to Buyer upon Buyer's inquiry, regarding Seller's progress in remedying the Unsatisfactory Condition. If the Unsatisfactory Condition is not or cannot be remedied by that deadline or if Seller elects not to remedy the Unsatisfactory Condition, Buyer may either terminate this Offer and receive a return of the Earnest Money or close the purchase of the Property and accept the Property with the Unsatisfactory Condition. Notice of Buyer's election to either terminate or proceed to Closing shall be given no later than **three business days** after the earlier of the date Seller notifies Buyer of Seller's election not to remedy the unsatisfactory condition or Buyer determines Seller has failed to satisfactorily cure the Unsatisfactory Condition.

3.3 Documents in Seller's Possession. No later than **three days** after the Effective Date, Seller shall provide to Buyer copies of all documents in Seller's possession or reasonably accessible to Seller that have come into existence after the date Seller acquired the Property. Buyer shall have a period of **five days** after the last of the documents to be delivered by Seller has been delivered to Buyer (Seller shall indicate in writing at the time of delivery when it believes it has delivered the last of such documents) to object to any information provided in any of the documents provided by Seller pursuant to this Section 3.3. If Buyer gives notice of an objection to any information in the documents delivered by Seller, Buyer and Seller shall have the rights and options described in Section 3.2 above.

3.4 Board Approval. No later than **three days** before Closing, Buyer shall have obtained approval from Buyer's board to all of the title and closing documents relating to the purchase and sale of the Property.

3.5 Absence of Adverse Changes. Buyer's obligation to close the purchase of the Property is contingent upon, between the Effective Date and the Closing Date, there being no material adverse change in the condition of the Property, and there shall not have been any occurrence, circumstance or combination thereof, including litigation pending or threatened that might reasonably be expected to result in any such material adverse change before Closing or thereafter.

4. Additional Conditions Precedent to Buyer's Obligation. In addition to any other conditions set forth elsewhere in this Agreement, Buyer's obligation to purchase the Property pursuant to this Agreement is conditioned upon the complete fulfillment, to the satisfaction of Buyer, or the waiver by Buyer, in writing, of the following conditions:

4.1 Seller Approvals. Seller shall have obtained all required approvals and authorizations for the sale of the property.

4.2 Acts to be Performed. Each of the acts, covenants and undertakings of Seller to be performed on or before the Closing Date pursuant to the terms hereof shall have been duly performed.

4.3 Representations and Warranties True at Closing. The representations and warranties of Seller contained in this Agreement and in the exhibits, and the statements, documents, certificates and schedules delivered to Buyer pursuant hereto and in connection herewith, shall be true and complete as of the Closing Date.

If any of the conditions set forth above, other than an intentional violation by Seller of the conditions in Section 4, are not satisfied or waived by Seller on or before the Closing Date, then this Agreement, at the option of Buyer, shall be void, and neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer elects to terminate this Agreement based on any of the conditions set forth above, it shall do so by written notice to Seller given on or before the Closing Date. In the event of any such termination, the Earnest Money shall be promptly returned to Buyer.

5. Covenants of Seller. Seller covenants and agrees that from and after the Effective Date and until the Closing:

5.1 Full Access and Cooperation. Buyer and Buyer's authorized representatives shall have full access to the Property for any purpose contemplated in this Agreement.

5.2 Maintenance. Seller shall maintain the Property.

6. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as follows:

6.1 Due Organization and Authority. Seller (i) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Wisconsin (ii) has all requisite power and authority to own its properties and assets and to carry on its business as now being conducted; and (iii) has full power and authority to

execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, including the execution, delivery and performance of each of the documents required to be delivered by Seller to Buyer pursuant to this Agreement, and any and all other documents or instruments necessary or desirable to the consummation hereof.

6.2 Due Execution and Performance. This Agreement has been, and all documents, instruments and agreements required to be delivered by Seller pursuant to or in connection with this Agreement will be when executed and delivered, duly authorized, executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller enforceable in accordance with their respective terms, subject only to general principles of equity, bankruptcy, insolvency or similar laws affecting enforcement of creditors' rights generally as the same may be applicable to any insolvency of Seller.

6.3 No Conflicts. The execution and delivery by Seller of this Agreement and the performance by Seller of its obligations hereunder do not and will not conflict with any provision of the operating agreement and other governing documents of Seller or conflict with, or result in a material breach of, or a material default or a violation under, any contract, agreement or arrangement to which Seller is a party or, to Seller's knowledge, any statute, decree, judgment, regulation, order or rule of any governmental authority having jurisdiction over Seller or the Property.

6.4 No Contracts. There are no contracts affecting the Property, other than easements and restrictions of record or assignable agreements the Buyer elects to assume.

6.5 Mechanics' Liens. There are no unsatisfied mechanics' or materialmen's lien rights encumbering the Property or any portion thereof.

6.6 Eminent Domain. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property or any portion or portions thereof or any utilities, sewers, roadways or other public improvements serving the Property.

6.7 Permits. Seller has not received any notice of violation of (i) any laws, orders, rules or regulations, ordinances or codes of any kind or nature whatsoever relating to the Property or the ownership thereof; (ii) any covenants, conditions, restrictions or agreements affecting or relating to the ownership, use or occupancy of the Property; or (iii) any order, writ, regulation or decree relating to any matter referred to in (i) or (ii) above.

6.8 Special Assessments. Other than usual and customary annual assessments, Seller has no knowledge of, nor has Seller received any notice of, any assessment for public improvements or otherwise in connection with the Property.

6.9 Litigation. There is no suit, action or proceeding pending in relation to which Seller has received a summons, complaint, petition or other legal papers, or, to the knowledge of Seller, threatened against Seller or the Property before or by any court, administrative agency or other governmental or quasi-governmental authority that brings into question the validity of this Agreement or the transaction contemplated hereby or otherwise affects the Property.

6.10 Bankruptcy. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors that has been served upon Seller, suffered the appointment of a receiver to take possession of all or substantially all of its assets, suffered the attachment or other judicial seizure of all or substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

6.11 Governmental or Court Orders. To Seller's knowledge, there are no existing, pending or threatened governmental agency or court orders requiring repair, alteration or correction of any existing condition on the Property.

6.12 Environmental Matters.

6.12.1 Based on Seller's investigation of the Property during the process of Seller purchasing the Property and Seller's ownership of the Property thereafter, which form the basis of Seller's knowledge regarding the condition of the Property ("Knowledge"), Seller has no Knowledge that it or any other person or entity has caused or permitted any Hazardous Materials, as defined under applicable federal, state and/or local environmental laws (the "Environmental Laws"), to be stored, deposited, treated, recycled, or disposed of on, under, or at the Property, which materials, if known to be present, would require clean-up, removal, or some other remedial action under any federal, state and/or local environmental laws (the "Environmental Laws").

6.12.2 Seller has no Knowledge that there are any tanks or other facilities on or under the Property containing materials that, if known to be present in soil or groundwater, would require clean-up, removal, or some other remedial action under any Environmental Laws.

6.12.3 Seller is not subject to any judgment, decree, order or citation related to or arising out of the Environmental Laws, nor, to Seller's Knowledge, after due inquiry, are there any such judgments, decrees, order or citations related to or arising out of the Environmental Laws affecting the Property.

6.12.4 Seller has no Knowledge that the Property contains asbestos, asbestos-containing materials, urea formaldehyde insulation or any other chemical or substance that has been determined to be a hazard to health and environment.

6.12.5 Seller has no Knowledge that there are any electrical transformers or other equipment located on the Property that contain polychlorinated biphenyls, from which any hazardous materials have leaked or escaped or otherwise found their way into or upon the Property.

6.12.6 With the exception of farm leases that have all expired, Seller has granted no option, contract or other agreement of any kind or nature with respect to

the purchase, sale or lease (of all or any part) of the Property and there are no parties other than Seller in possession of the Property or any portion thereof.

6.13 No Broker Transaction. No broker or other agent of the Seller is entitled to any commission or other compensation or may claim a lien against the Property or the proceeds of sale thereof, in relation to the sale of the Property.

All representations and warranties of Seller made in this Agreement shall be true and correct as of the Closing Date to the same extent as on the Effective Date. If any of the representations and warranties of Seller are false in any material respect as of the Closing Date, Buyer may terminate this Agreement on or before the Closing by delivering written notice to Seller and thereafter shall receive a return of the Earnest Money.

7. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

7.1 Authority. Buyer is a town, duly organized, validly existing and in current status under the laws of the State of Wisconsin and has full capacity, right, power and authority to execute, deliver and perform its obligations under this Agreement.

7.2 Enforceability. This Agreement and all documents to be executed pursuant to this Agreement by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach or constitute a default under any agreement to which Buyer is subject.

7.3 No Actions. To Buyer's knowledge, there are no actions, suits, proceedings or claims, including, without limitation, any bankruptcy or similar proceedings, pending or, to the knowledge of the Buyer, threatened with respect to or in any manner affecting the Property or the ability of the Buyer to consummate the transactions contemplated by this Agreement.

7.4 No Broker Transaction. No broker or other agent of the Buyer is entitled to any commission or other compensation or may claim a lien against the Property or the proceeds of sale thereof, in relation to the purchase of the Property.

All representations and warranties of Buyer made in this Agreement shall be true and correct as of the Closing Date to the same extent as on the Effective Date. If any of the representations and warranties of Buyer are false in any material respect as of the Closing Date, Seller may terminate this Agreement on or before the Closing by delivering written notice to Seller and thereafter shall return the Earnest Money to Buyer (but the return of the Earnest Money shall not limit Buyer's right to pursue damages as allowed in this Agreement).

8. Notice of Material Adverse Change. Between the Effective Date and Closing Date, each party will promptly notify the other party in writing upon learning or receiving notice of any event, transaction or occurrence that could materially and adversely affect any portion of the Property or Buyer's ability to close the purchase of the Property, or that would render any

representation or warranty made by the notifying party contained herein inaccurate in any material respect.

9. Closing. The closing of this transaction (the “**Closing**”) shall occur on or before December 20, 2022 (the “**Closing Date**”), unless extended as provided in Section 3.2 above (and such extended date shall become the Closing Date), in escrow with the Title Company, provided that Buyer may elect an earlier Closing Date by written notice to Seller given at least **three days** before such earlier date.

10. Seller’s Deliveries at Closing. In addition to the other documents required hereunder, Seller shall deliver the following to Buyer at Closing, properly executed as required:

10.1 Deed. A special warranty deed to the Property (the “**Deed**”), in a form acceptable to Buyer, conveying to Buyer good, valid, and marketable title to the Property in fee simple, free and clear of all liens and encumbrances that arose before Seller took title to the Property (and, all liens and encumbrances, irrespective of the date they arose, are subject to Section 3.2 above).

10.2 Title Markup or Proforma Policy. A marked up title commitment or proforma title insurance policy insuring Buyer’s title to the Property as required by this Agreement and in all respects acceptable to Buyer;

10.3 Closing Statement. A closing statement setting forth a summary of the Purchase Price, all adjustments thereto and all disbursements (the “**Closing Statement**”);

10.4 FIRPTA Certificate. A certificate of non-foreign status confirming that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code of 1986 as amended); and

10.5 Other Documents and Information. Such additional documents and other information, including, without limitation, information necessary to allow for the filing of the Wisconsin transfer tax return, as may be required by the terms of this Agreement or otherwise necessary or proper to carry out the transfer that is the subject of the Agreement and customary affidavits and indemnities required of sellers by title companies in regard to insurance of title to real estate.

11. Buyer’s Deliveries at Closing. Buyer shall deliver to Seller at Closing the following, duly executed as required:

11.1 Purchase Price. The Purchase Price as shown on the Closing Statement, by wire transfer;

11.3 Closing Statement. The Closing Statement; and

11.4 Other Documents and Information. Such additional documents and other information, including, without limitation, information necessary to allow for the filing of

the Wisconsin transfer tax return, as may be required by this Agreement or otherwise necessary or proper to carry out the transfer that is the subject of this Agreement.

12. Closing Costs. Buyer shall pay all closing costs associated with the purchase of the Property. Each party will pay its own attorney fees and expenses. Seller shall be responsible to remit the transfer fee, but Buyer will reimburse Seller for the costs of the same.

13. Occupancy. Buyer shall have occupancy of the Property on the day of Closing.

14. No Marketing of Property. After the Effective Date and through the Closing or termination of this Agreement, Seller shall not: (a) actively market the Property for sale, solicit, entertain or accept any offers to purchase the Property; (b) grant any other person or entity any option to purchase the Property; or (c) grant a secondary right of first refusal on any of the parcels subject to the right of first refusal to be granted to Buyer hereunder.

15. Assumption of Liabilities.

15.1 No Assumption. Buyer does not assume and shall not be liable for any of Seller's obligations, debts, contracts, agreements or any other liabilities of any nature whatsoever, and the same shall continue to be the responsibility of Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all claims and liabilities asserted against Buyer arising out of such liabilities and obligations of Seller.

15.2 Indemnification. Subject to the damage limitations set forth in Section 16.3, Seller shall hold harmless, indemnify and defend Buyer from and against any and all claims and liability, and expenses related thereto (including reasonable attorneys' fees), Buyer incurs by reason of any event or condition arising (or alleged to have arisen) before the expiration of any contracts or obligations entered into or imposed upon Seller or the Property during Seller's ownership of the Property, except to the extent specifically assumed by Buyer. Subject to the damage limitations set forth in Section 16.3 and the damage limitations and immunity afforded Buyer by Wisconsin statutes, Buyer shall hold harmless, indemnify and defend Seller from and against any and all claims and liability, and expenses related to such contracts or obligations (including reasonable attorneys' fees), Seller incurs by reason of any liability assumed by Buyer.

16. Remedies.

16.1 Breach by Seller. If Seller fails to comply with any of its obligations hereunder, Buyer shall have all rights and remedies available at law or in equity, including, without limitation, the right: (a) to terminate this Agreement, in which case the Earnest Money promptly shall be returned to Buyer and Buyer shall have a right to collect from Seller all damages sustained by Buyer as a result of Seller's breach, subject to the limitations in Section 16.3 below; or (b) to treat this Agreement as being in full force and effect and seek specific performance of Seller's obligations under this Agreement and other equitable remedies as a court of law may impose.

16.2 Breach by Buyer. If Buyer fails to complete the purchase of the Real Property as herein provided by reason of any default by Buyer, Seller, as its sole remedy, shall be entitled to treat this Agreement as terminated, in which case the Earnest Money shall be paid to Seller as liquidated damages, and both parties shall be discharged from all duties and further performance hereunder.

16.3 Limitation of Damages. The foregoing notwithstanding, neither party shall be liable to the other for any indirect, incidental, consequential, exemplary or punitive damages.

17. Patriot Act. Seller and Buyer each represent to the other that it is not listed on the specially designated nationals and blocked persons list maintained by the U.S. Treasury Department Office of Foreign Assets Control (“**OFAC**”) pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the “**Order**”) and/or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to the Order or any other applicable orders.

18. Severability. If any of the terms or provisions contained herein are declared to be unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement, or the application of them to persons or circumstances other than those to which it is declared unenforceable, shall not be affected thereby, and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

19. Assignment. This Agreement is not assignable without the written consent of both parties. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective, successors and assigns.

20. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; or (iii) one day after being sent for overnight delivery by a reputable overnight delivery service. Notices, demands and communications to the other party will, unless another address is specified by the party in writing, be sent to the addresses indicated below:

If to Seller:

Integrated Public Resources LLC
P.O. Box 1025
1445 McMahon Road
Neenah, WI 54956-6305
Attn: Vic Lutz

If to Buyer:

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

The foregoing addresses shall be presumed correct until notice of a different address is given according to the term of this section.

21. Facsimile Signatures and Counterparts. Photocopied, facsimile and electronically scanned/e-mailed signatures will be binding on both parties for all purposes, other than the Deed. This Agreement may be signed in multiple counterparts, each of which shall be an original and which, altogether, shall constitute one and the same instrument.

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

BUYER:
TOWN OF LAWRENCE

Date: _____

By: _____
Patrick Wetzel, Town Administrator

Date: _____

By: _____
Lanny Tibaldo, Town Chairperson

SELLER:
**INTEGRATED PUBLIC
RESOURCES LLC**

Date: _____

By: _____
Its: _____



Agenda Item Review

Meeting Date: 12/12/2022

Agenda Item#: 20

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: **Review of Water and Sanitary Sewer Rates**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Will be with 2023 and beyond

Item History

It has been a considerable number of years that the water/sanitary sewer rates have been adjusted.

We will start a discussion at this meeting about the current level of water/sewer rates and long term forecasting about revenues/expenses for operations, as well as the prospect of capital projects coming up in future years that haven't historically been necessary for our water/sewer systems due to relative young age of our infrastructure.

In the same way that we've committed to expanded resurfacing and reconstruction of many of the roads that were built in the 1990's and early 2000's, and recently towards storm water infrastructure reconstruction and improvements from those facilities built in the same time period, the same will incrementally become necessary for our need to address water and sanitary sewer systems in the coming years.

Some of the projects we'll need to review in the coming years include: second connection to the Central Brown County Water Authority transmission system, water tower inspections/repainting, consideration of a second water tower in the south of Town, lift stations and connection to NEW Water's American Boulevard sewer interceptor (in order to move current lift station out of service).

Recommended Action By Town Board

No action, update only on rates and analysis



Agenda Item Review

Meeting Date: 12/12/2022

Agenda Item#: 21

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Consideration on Rescheduling Regular Dec 26th Town Board Meeting - Holiday**

FISCAL IMPACT:

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

Item History

The next regularly scheduled Town Board meeting lands on Monday December 26th, which is recognized as the holiday where the Town offices are closed.

We will need a second meeting, among other items, to approve and pay invoices before the end of the year.

We would like to set a date for a meeting either Tues 12/27, Wed 12/28 or Thurs 12/29.

Recommended Action By Town Board

Recommend cancelling 12/26 Town Board meeting and considering rescheduled date later that week.