

Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, July 10, 2023
Regular Meeting at 6:30 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of June 26, 2023, Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Denied Operator's License for the period of July 1, 2023 – June 30, 2024 – Appeal by Jay Rasmussen
9. Consideration of Pay Request #1 – Nutmeg Drive Street/Utility Constr. – Advance Const. - \$177,921.94
10. Consideration of Pay Request #1 – 2023 Road Improvement/Paving – MCC - \$65,952.45
11. Consideration of 2023 Farm Lease on Town Owned Land – Tidy View – Approx Parcels L-457-3 and L-458
12. Consideration of Preliminary Resolution 2023-009 Expressing Intention to Levy Special Assessments – Sewer & Water Main Extension for French Court
13. Consideration of Preliminary Resolution 2023-010 Expressing Intention to Levy Special Assessments – Packerland Sewer & Water Extension (*From Scheuring Road to North*)
14. Consideration of Preliminary Resolution 2023-011 Expressing Intention to Levy Special Assessments – Sewer & Water Construction on Mid-Valley Drive (*Near Little Rapids Rd*)
15. Consideration of Letter of Intent for Development Project- NEW Rugby – Lawrence Parkway Corridor
16. Consideration of Police Dept Proposed Contract with Ascent Consulting – Officer Wellness Services
17. Consideration of Steps to Consider Creation of TIF District #3 – Mid Valley Dr/Freedom Rd and Potential Boundary Amendment to TIF District #1
18. Update on Future Consideration to Implement Town Room Tax/Short Term Rental Ordinance(s)
19. Administrator/Staff Reports
20. Future Agenda Items
21. **Closed Session** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: TID #1 Development and Sale Parameters of Town Owned Residential Lots*)
22. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
23. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on July 7, 2023:

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

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

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, June 26, 2023

1. Call to Order

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

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brienens, Lori Frigo, Kari Vannieuwenhoven

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

Excused: Supervisor Bill Bain

- 3. Closed Session** Supervisor Brienens made a motion to move into closed session at 6:02pm 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: Development – Rugby*). Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

- 4. Return to Regular Open Session** for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats: Supervisor Frigo made the motion to return to regular open session at 6:26pm. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

5. Pledge of Allegiance

6. Approve Agenda

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

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

None.

8. Consider minutes of the June 12, 2023, Town Board Meeting:

Supervisor Frigo made the motion to approve the June 12, 2023, Town Board meeting minutes as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

9. Consideration of payment of due invoices:

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

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

- a. **Consideration of Sign Review at 1680 Mid Valley Drive, Parcel L-264-6-1-2 by Kimberly Dyer:**
Supervisor Frigo made the motion to approve the sign review at 1680 Mid Valley Drive, Parcel L-264-6-1-2 by Kimberly Dyer as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- b. **Consideration of Site Review for expansion of Mini Storage Facility at 1322 Mid Valley Drive, Parcel L-344-2 & L-344-6 by Vierbicher:**

Supervisor Brienens made the motion to approve the Site Review for expansion of Mini Storage Facility at 1322 Mid Valley Drive, Parcel L-344-2 & L-344-6 by Vierbicher as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

- c. **Consideration of Final Plat Review for Derouin Estates Parcel L-161-1 by Town of Lawrence:**
Supervisor Brienens made the motion to approve the Final Plat for Derouin Estates Parcel L-161-1 by Town of Lawrence as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
 - d. **Consideration to Set Public Hearing Date for zoning amendment to re-zone Parcel L-161-1-1, Nutmeg Drive from Agricultural Zone (A-1) to Residential (R-1) by Colin & Lindsay Wagner:**
Supervisor Frigo made the motion to set the public hearing date for July 24, 2023 for the zoning amendment to re-zone Parcel L-161-1-1, Nutmeg Drive from Agricultural Zone (A-1) to Residential (R-1) by Colin & Lindsay Wagner. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
 - e. **Consideration to Set Public Hearing Date for Conditional Use Permit for more than 2 dogs (Town Ordinance 107-2) for 920 Chelsea Ct. at Parcel L-878 by Brian & Kaleena Cagle:**
Supervisor Frigo made the motion to set the public hearing date for July 24, 2023 for the request for Conditional Use Permit for more than 2 dogs (Town Ordinance 107-2) for 920 Chelsea Ct. at Parcel L-878 by Brian & Kaleena Cagle. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
11. **Consideration of Resolution 2023-008 to Authorize Banking Financial Institution and Authorized Signers:**
Supervisor Brienens made the motion to approve Resolution 2023-008 to Authorize Banking Financial Institution and Authorized Signers as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.
 12. **Consideration of proposal for Police Office Furniture – Complete Office:**
Supervisor Vannieuwenhoven made the motion to approve the proposal for Police Office Furniture from Complete Office in the amount of \$6,664.18 as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
 13. **Consideration of NWTC Emergency Medical Response (EMR) Training Contract:**
Supervisor Brienens made the motion to approve NWTC Emergency Medical Response (EMR) Training Contract as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
 14. **Consideration of Brown County Agreement for Town Share -Packerland/Grant Roundabout (2026 Project):**
Supervisor Brienens made the motion to approve the Brown County Agreement for town share of the Packerland/Grant St Roundabout (2026 project) as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
 15. **Consideration of Change Order #2 for MCC – Paving Sundown Lane, New Base Material - \$25,487.70:**
Supervisor Vannieuwenhoven made the motion to approve Change Order #2 for MCC – Paving Sundown Lane, New Base Material - \$25,487.70 as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.
 16. **Consideration of Schedule for Proposed Utility Extension Projects - Prelim Special Assessments, 2023-24:**
Administrator Patrick Wetzel reviewed proposed utility extension projects and preliminary special assessments for 2023-2024. No action was taken.

17. **Consideration of Steps to Consider Creation of TIF District #3 – Mid Valley Dr/Freedom Rd and Potential Boundary Amendment to TIF District #1:**
Administrator Patrick Wetzel discussed several projects to consider that would fall within the proposed TID #3 boundary. No action was taken.
18. **Update on Future Consideration to Implement Town Room Tax/Short Term Rental Ordinance(s):**
Brief update was given on potential room tax and short term rental ordinance.
19. **Update/Review on 8% Water Utility Simple Rate Increase-Effective July 1, 2023:**
Discussion of the implementation of the PSC approved 8% water utility Simple Rate Increase effective July 1, 2023.
Supervisor Brienens made the motion to approve the 8% Water Utility Simple Rate Increase-effective July 1, 2023. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
20. **Administrator/Staff Reports**
Staff reports were given.
21. **Future Agenda Items:**
 - a. Preliminary Resolution for Special Assessments for Proposed Utility Extension Projects
 - b. Steps to Consider Creation of TID #3
 - c. Room Tax/Short Term Rental Ordinance
 - d. Auditor's Presentation of Financial Statements
22. **Closed Session:** No action was taken.
23. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**
No action was taken.
24. **Adjourn:**
Supervisor Frigo made the motion at 8:24pm to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIA Corporation								
1101	AIA Corporation	3PM2974502	FD- Citizen Plaque	06/16/2023	97.83	.00		
Total AIA Corporation:					97.83	.00		
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	45199	Microsoft Office-Anti Virus	07/01/2023	398.00	.00		
869	AIT Business Technologies, LLC	45200	Server Backup	07/01/2023	199.99	.00		
869	AIT Business Technologies, LLC	45201	IT Services	07/01/2023	629.99	.00		
869	AIT Business Technologies, LLC	45202	Water Telephone	07/01/2023	75.00	.00		
869	AIT Business Technologies, LLC	45202	Telephone Service	07/01/2023	150.00	.00		
869	AIT Business Technologies, LLC	45202	Sewer Telephone	07/01/2023	75.00	.00		
Total AIT Business Technologies, LLC:					1,527.98	.00		
Ambrosius Sales & Service								
22	Ambrosius Sales & Service	64354	Park Mower Repairs	06/12/2023	14.96	.00		
Total Ambrosius Sales & Service:					14.96	.00		
Ashwaubenon Retired Fire Co								
1030	Ashwaubenon Retired Fire Co	062523	Tent Rental	06/25/2023	40.00	.00		
Total Ashwaubenon Retired Fire Co:					40.00	.00		
Associated Appraisal Consultan, Inc								
31	Associated Appraisal Consultan, I	169116	Town Assessor	07/01/2023	1,426.56	.00		
Total Associated Appraisal Consultan, Inc:					1,426.56	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80132373	Service Renewal	06/29/2023	2,142.07	.00		
Total Badger Meter, Inc:					2,142.07	.00		
Bear Graphics								
623	Bear Graphics	0920059	Check Forms	06/28/2023	199.24	.00		
Total Bear Graphics:					199.24	.00		
Broadway Automotive								
63	Broadway Automotive	1142742	Truck #6	06/28/2023	1,262.23	.00		
Total Broadway Automotive:					1,262.23	.00		
Civic Systems LLC								
101	Civic Systems LLC	CVC23502	Annual Support for Software-GF	06/26/2023	1,742.50	.00		
101	Civic Systems LLC	CVC23502	Annual Support for Software-SF	06/26/2023	1,742.50	.00		
101	Civic Systems LLC	CVC23502	Annual Support for Software-WF	06/26/2023	3,485.00	.00		
Total Civic Systems LLC:					6,970.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Clean Water Testing LLC								
102	Clean Water Testing LLC	9007603642	Water Testing	06/23/2023	48.00	.00		
Total Clean Water Testing LLC:					48.00	.00		
Complete Office								
1010	Complete Office	502760	Office Supplies Sewer	06/28/2023	15.66	.00		
1010	Complete Office	502760	Office Supplies General	06/28/2023	31.31	.00		
1010	Complete Office	502760	Office Supplies Water	06/28/2023	15.66	.00		
1010	Complete Office	502772	Bartender License Cards	06/28/2023	29.65	.00		
Total Complete Office:					92.28	.00		
Derouin, William								
468	Derouin, William	062723	Loads of Grass	06/27/2023	1,000.00	.00		
468	Derouin, William	062723	Skidsteer Rental	06/27/2023	300.00	.00		
Total Derouin, William:					1,300.00	.00		
Diggers Hotline								
125	Diggers Hotline	230 6 19551	WF-Locate Service	06/30/2023	140.94	.00		
125	Diggers Hotline	230 6 19551	SF-Locate Service	06/30/2023	140.94	.00		
Total Diggers Hotline:					281.88	.00		
Dorner Company								
129	Dorner Company	506435	Valve Repair	06/19/2023	3,656.00	.00		
Total Dorner Company:					3,656.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1033	Electrical Inspection-1872 Mid Vall	06/21/2023	206.35	.00		
Total Fameree Consulting & Inspection:					206.35	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	I2023-06-26	Auger Holes for Signs	06/28/2023	500.00	.00		
Total Fisher Concrete Sawing, Inc:					500.00	.00		
GFL Solid Waste Midwest, LLC								
1015	GFL Solid Waste Midwest, LLC	U60000155866	Garbage	06/20/2023	12,071.46	.00		
1015	GFL Solid Waste Midwest, LLC	U60000155866	Recycling	06/20/2023	6,990.66	.00		
Total GFL Solid Waste Midwest, LLC:					19,062.12	.00		
Gracella Homes LLC								
863	Gracella Homes LLC	22-10-0015	Contractor Deposit Refund-1053	07/06/2023	1,000.00	.00		
Total Gracella Homes LLC:					1,000.00	.00		
Green Bay Highway Products								
191	Green Bay Highway Products	43092	18" Culvert Oak Stream & Lawren	06/24/2023	1,752.39	.00		
Total Green Bay Highway Products:					1,752.39	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	063023	Sinclair Road	06/30/2023	1,123.22	.00		
253	Kocken Bros Trucking & Excavati	063023-1	Oak Stream Drive	06/30/2023	3,318.92	.00		
Total Kocken Bros Trucking & Excavating:					4,442.14	.00		
Konop Beverages, Inc								
255	Konop Beverages, Inc	452671	Water Town Hall	06/27/2023	33.00	.00		
Total Konop Beverages, Inc:					33.00	.00		
Lakeland Lawn Care								
1129	Lakeland Lawn Care	116823	Park Maintenance	06/16/2023	700.00	.00		
1129	Lakeland Lawn Care	116824	Park Maintenance	05/23/2023	1,330.00	.00		
Total Lakeland Lawn Care:					2,030.00	.00		
Mail Haus, Inc								
410	Mail Haus, Inc	176213	2nd QTR Water Bills-Water	06/28/2023	1,115.85	.00		
410	Mail Haus, Inc	176213	2nd QTR Water Bills-Sewer	06/28/2023	1,115.85	.00		
Total Mail Haus, Inc:					2,231.70	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	00931215	Storm Pond Services	06/27/2023	748.00	.00		
Total McMahon Associates, Inc.:					748.00	.00		
Municipal Emergency Services Inc.								
1136	Municipal Emergency Services In	IN1817927	Fire Camera	01/19/2023	553.99	.00		
Total Municipal Emergency Services Inc.:					553.99	.00		
Northeast Asphalt Inc.								
311	Northeast Asphalt Inc.	1872495	Oakstream Culvert Repair	06/29/2023	377.10	.00		
311	Northeast Asphalt Inc.	1872495	Quarry Park	06/29/2023	132.66	.00		
Total Northeast Asphalt Inc.:					509.76	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	191070	2 Fire Helmets	06/21/2023	699.60	.00		
Total Oshkosh Fire & Police Equipment:					699.60	.00		
Rhyme Business Products								
10	Rhyme Business Products	34330662	Copier Lease Payment -GF	06/26/2023	121.34	.00		
10	Rhyme Business Products	34330662	Copier Lease Payment-WF	06/26/2023	60.67	.00		
10	Rhyme Business Products	34330662	Copier Lease Payment-SF	06/26/2023	60.67	.00		
Total Rhyme Business Products:					242.68	.00		
Ron Dercks Construction								
1137	Ron Dercks Construction	22-10-0008	Contractor Deposit Refund - 1449	06/29/2023	1,000.00	.00		
Total Ron Dercks Construction:					1,000.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Ruechel, Brian C.								
1012	Ruechel, Brian C.	062823	Financial Consultant	06/28/2023	803.25	.00		
Total Ruechel, Brian C.:					803.25	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0823	Life Insurance	07/05/2023	294.94	.00		
Total Securian Financial Group, Inc:					294.94	.00		
Southside Tire Co.								
388	Southside Tire Co.	10304506	Truck #9	06/26/2023	41.45	.00		
Total Southside Tire Co.:					41.45	.00		
Sprinkler Company, Inc								
549	Sprinkler Company, Inc	92222	Park Maintenance	06/16/2023	61.25	.00		
Total Sprinkler Company, Inc:					61.25	.00		
VOS Electric, Inc								
1064	VOS Electric, Inc	106936	Police Chief Office - Electrical/Dat	06/27/2023	2,383.00	.00		
Total VOS Electric, Inc:					2,383.00	.00		
Wisconsin Public Service								
1138	Wisconsin Public Service	4611092669	American Blvd Phase II Electric/G	06/08/2023	73,996.10	.00		
Total Wisconsin Public Service:					73,996.10	.00		
WP Beverages, LLC								
328	WP Beverages, LLC	92196062	fire dept soda	06/22/2023	381.40	.00		
Total WP Beverages, LLC:					381.40	.00		
Grand Totals:					132,032.15	.00		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.



Agenda Item Review

Meeting Date: July 10, 2023
Agenda Item#: 8

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: **Operator's License Denial/Appeal – Jay Rasmussen**

FISCAL IMPACT:

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

Item History

An application for an operator/bartender license was received on May 24, 2023, from Jay Rasmussen. After reviewing the applicant's history and background check, Chief Renkas denied the application.

After receiving the denial, Mr. Rasmussen is formally appealing Chief Renkas's decision to the Town Board.

More information will follow.



Agenda Item Review

Meeting Date: July 10, 2023

Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Administrator;
AGENDA ITEM: **Consideration of Nutmeg Drive Extension Pay Request #1 – Advance Constr.**

FISCAL IMPACT:

- | | |
|------------------------------|---|
| 1. Is there A Fiscal Impact? | Yes |
| 2. Is it Currently Budgeted? | Yes, via debt service for subdivision/assessments |

Item History

As part of the Derouin Estates Subdivision development, the Town agreed to finance the improvements for the Nutmeg Drive Extension, to be recouped via special assessments to property owners adjoining.

Considerable progress has been made on this construction project. Advance Construction has submitted Pay Request #1 in the amount of \$177,921.94. McMahon has reviewed this pay request and recommends approval.

The State Trust Fund Loan funds have arrived at the Town, so the funds to pay this request are already on hand.

Recommended Action By Town Board

Recommend approval of Nutmeg Drive Project Pay Request #1 – Advance Construction – in the amount of \$177,921.94.



July 5, 2023

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Re: Town of Lawrence
Nutmeg Drive | Street & Utility Construction
Certificate for Payment #1
McM. No. L0017-09-22-00688

Dear Town of Lawrence:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Advance Construction, Inc. in the amount of \$177,921.94 for partial payment for work performed through June 30, 2023.

Please process the enclosed, and forward payment to Advance Construction, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.


Matthew J. Greely, P.E.
Executive Vice President E&I Group

MJG:mck

cc: Advance Construction, Inc.

Enclosure: Certificate for Payment #1

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54115

Contract No. L0017-09-22-00688
Project File No. L0017-09-22-00688
Certificate No. One (1)
Issue Date: July 5, 2023
Project: Nutmeg Drive
Street & Utility Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: May 10, 2023

ADVANCE CONSTRUCTION, INC.
2141 Woodale Avenue
Green Bay, WI 54313

Is Entitled To **Partial** Payment For Work Performed Through: June 30, 2023

- ☒ Contractor's Application for Payment Attached
☒ Itemized Cost Breakdown Attached

Original Contract	<u>\$197,523.71</u>
Net Change Orders	<u>\$0.00</u>
Current Contract Amount	<u>\$197,523.71</u>

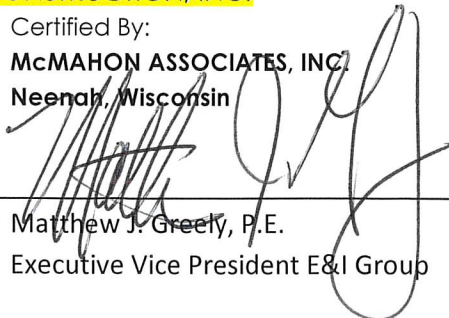
*2.5% of 1st 50% of current Contract amount.

Completed To Date	<u>\$182,860.03</u>
Retainage 2.5% *	<u>\$4,938.09</u>
Subtotal	<u>\$177,921.94</u>
Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$177,921.94

Please process and forward payment to **ADVANCE CONSTRUCTION, INC.**

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin


Matthew J. Greeley, P.E.
Executive Vice President E&I Group

CERTIFICATE FOR PAYMENT #1

TOWN OF LAWRENCE
NUTMEG DRIVE | STREET & UTILITY CONSTRUCTION
L0017-09-22-00688

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

ADVANCE CONSTRUCTION, INC.
2141 Woodale Avenue
Green Bay, WI 54313

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
1.	8 Inch Sanitary Sewer	328	L.F.	\$52.50	\$17,220.00		\$0.00	329.00	\$17,272.50	329.00	\$17,272.50
2.	4 Inch Sanitary Lateral	365	L.F.	\$30.00	\$10,950.00		\$0.00	354.00	\$10,620.00	354.00	\$10,620.00
3.	4 Foot Diameter Sanitary Manhole	11.04	V.F.	\$419.00	\$4,625.76		\$0.00	11.00	\$4,609.00	11.00	\$4,609.00
4.	8 Inch Water Main	350	L.F.	\$62.00	\$21,700.00		\$0.00	358.00	\$22,196.00	358.00	\$22,196.00
5.	6 Inch Water Main	5	L.F.	\$42.00	\$210.00		\$0.00	16.00	\$672.00	16.00	\$672.00
6.	6 Inch Resilient Wedge Gate Valve	1	Ea.	\$1,837.00	\$1,837.00		\$0.00	1.00	\$1,837.00	1.00	\$1,837.00
7.	Relocate Hydrant Reducer and Lead	1	Ea.	\$1,500.00	\$1,500.00		\$0.00	1.00	\$1,500.00	1.00	\$1,500.00
8.	2 Inch Poly Water Service	65	L.F.	\$23.50	\$1,527.50		\$0.00	72.00	\$1,692.00	72.00	\$1,692.00
9.	1 Inch Poly Water Service	303	L.F.	\$17.00	\$5,151.00		\$0.00	330.00	\$5,610.00	330.00	\$5,610.00
10.	2 Inch Water Service Set	1	Ea.	\$1,470.00	\$1,470.00		\$0.00	1.00	\$1,470.00	1.00	\$1,470.00
11.	1 Inch Water Service Set	5	Ea.	\$729.00	\$3,645.00		\$0.00	5.00	\$3,645.00	5.00	\$3,645.00
12.	18 Inch Storm Sewer	222	L.F.	\$60.00	\$13,320.00		\$0.00	223.00	\$13,380.00	223.00	\$13,380.00
13.	15 Inch Storm Sewer	134	L.F.	\$35.00	\$4,690.00		\$0.00	133.00	\$4,655.00	133.00	\$4,655.00
14.	12 Inch Storm Sewer	50	L.F.	\$32.00	\$1,600.00		\$0.00	49.00	\$1,568.00	49.00	\$1,568.00
15.	8 Inch Storm Sewer	5	L.F.	\$41.00	\$205.00		\$0.00	5.00	\$205.00	5.00	\$205.00
16.	4 Inch Storm Lateral	277	L.F.	\$23.00	\$6,371.00		\$0.00	286.00	\$6,578.00	286.00	\$6,578.00
17.	Inlet	2	Ea.	\$2,600.00	\$5,200.00		\$0.00	2.00	\$5,200.00	2.00	\$5,200.00
18.	Yard Drain	1	Ea.	\$2,263.00	\$2,263.00		\$0.00	1.00	\$2,263.00	1.00	\$2,263.00
19.	Inlet Protection	7	Ea.	\$60.00	\$420.00		\$0.00	3.00	\$180.00	3.00	\$180.00
20.	48 Inch Diameter Storm Manhole	11.7	V.F.	\$314.00	\$3,673.80		\$0.00	6.87	\$2,157.18	6.87	\$2,157.18
21.	Roadway Excavation (Estimated 800 C.Y.)	1	L.S.	\$9,860.00	\$9,860.00		\$0.00	1.00	\$9,860.00	1.00	\$9,860.00
22.	2 Inch Asphaltic Pavement, Lower Layer (4 LT 58-28S)	153	TON	\$99.00	\$15,147.00		\$0.00	153.00	\$15,147.00	153.00	\$15,147.00
23.	Asphaltic Pavement Density Testing	2	Ea.	\$155.00	\$310.00		\$0.00	2.00	\$310.00	2.00	\$310.00
24.	Base Aggregate Dense, 1-1/4 Inch (1,700 S.Y.)	557	TON	\$17.05	\$9,496.85		\$0.00	559.53	\$9,539.99	559.53	\$9,539.99
25.	Base Aggregate Dense, 3 Inch (1,700 S.Y.)	836	TON	\$15.80	\$13,208.80		\$0.00	796.58	\$12,585.96	796.58	\$12,585.96
26.	Excavation Below Subgrade (EBS) and Replacement with Breaker Run	100	C.Y.	\$38.00	\$3,800.00		\$0.00	0.00	\$0.00	0.00	\$0.00
27.	Concrete Curb and Gutter 30 Inch	775	L.F.	\$24.80	\$19,220.00		\$0.00	778.00	\$19,294.40	778.00	\$19,294.40
28.	Silt Fence	1,600	L.F.	\$1.50	\$2,400.00		\$0.00	1,440.00	\$2,160.00	1,440.00	\$2,160.00
29.	Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) in Right-of-Way (Estimated 1,700 S.Y.)	1	L.S.								
				\$10,306.00	\$10,306.00		\$0.00	0.50	\$5,153.00	0.50	\$5,153.00
30.	Grading and Restoration (12 Feet Beyond Right-of-Way) for Utility Easement (Temporary Seed, Fertilizer and Mulch) (Estimated 1,150 S.Y.)	1	L.S.								
				\$2,442.00	\$2,442.00		\$0.00	0.00	\$0.00	0.00	\$0.00
31.	Internal Lot Restoration with Alfalfa Mix (65 Feet Past Utility Easement)	1.4	Ac.	\$1,610.00	\$2,254.00		\$0.00	0.00	\$0.00	0.00	\$0.00
32.	Pothole (Gas Locate)	3	Ea.	\$500.00	\$1,500.00		\$0.00	3.00	\$1,500.00	3.00	\$1,500.00
TOTAL (Items 1. through 32., Inclusive)				\$197,523.71		\$0.00		\$182,860.03		\$182,860.03	

Completed to Date:	\$182,860.03
Retainage:	\$4,938.09
Subtotal:	\$177,921.94
Previous Application:	\$0.00
Amount Due This Application:	\$177,921.94



McMahon Associates, Inc.
1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920)751-4200
FAX: (920)751-4284

APPLICATION FOR PAYMENT

(Owner) Town of Lawrence	PROJECT:	Nutmeg Drive St. & Utility
	CONTRACTOR	Advance Construction, Inc.
	Contract No.	L0017-09-22-00688
	Project No.	
	Application No.	1
	Application Date	06/30/23
	Period From	06/01/2023 To 06/30/2023

Application Is Made For Payment In Connection With The Above Contract.
The following documents are attached:

- ☐ Schedule Of Values
- ☒ Schedule Of Unit Prices
- ☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$ 197,523.71
Net Change Orders	\$
Current Contract Amount	\$ 197,523.71

2.5% OF 12+ 50%

Completed To Date	\$ 182,860.03
Retainage 5 %	\$ (4,938.09)
Subtotal	\$ 177,921.94
Previous Applications	\$ 0.00

Amount Due This Application: \$ 177,921.94

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said Contract, being Applications For Payment numbered 1 through 1 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated June 30 20 18

Advance Construcion, Inc.

(contractor)

By

Glenn Joski - President

(name & title)

COUNTY OF
STATE OF

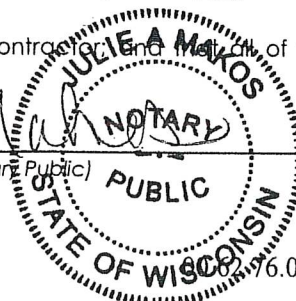
} ss

Before me on this 30 day of June 20 18 personally appeared Glenn Joski
known to me, who being duly sworn, did depose and say that he/she is the
President of the Contractor above mentioned; that he/she

executed the above Application For Payment and statement on behalf of said Contractor and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 3-17-26

Julie A. Mahoney
(Notary Public)



31		Internal Lot Restoration with Alfalfa Mix (65 Feet Past Utility Easement)	Ac.	1.4	1,610.00	2,254.00		0.00		0.00	0.00	0.00
32		Pothole (Gas Locate)	Ea.	3	500.00	1,500.00		0.00	3.00	1,500.00	3.00	1,500.00
			TOTAL			197,523.71		0.00		182,860.03		182,860.03



Agenda Item Review

Meeting Date: July 10, 2023
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Administrator;
AGENDA ITEM: **Consideration of 2023 Road Paving - Pay Request #1 – MCC Inc**

FISCAL IMPACT:

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

Item History

The Town's annual road paving contract was awarded to MCC Inc for 2023.

The first pay request has been submitted by the contractor, has been reviewed by staff, and is recommended for approval.

Recommended Action By Town Board

Recommend approval of 2023 Road Paving/Improvement Pay Request #1 – MCC, Inc. – in the amount of \$65,952.45

APPLICATION FOR PAYMENT

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

Project: 2023 Town Road Improvement Project

Contractor: MCC, Inc.

Date: May 31, 2023

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

The following documents are attached:

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

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

Original Contract	<u>\$449,384.62</u>	Completed to date	<u>5/31/23</u>
Net Change Orders	<u>\$16,916.06</u>	Retainage 10%	<u>\$7,328.05</u>
Current Contract Amount	<u>\$466,300.68</u>	Amount Due	<u>\$65,952.45</u>
		Total Payment	<u>\$73,280.50</u>

MCC, Inc.
Contractor

Joyce A Murphy Stearns
Name and Title Vice President

73,280.50
- 7,328.05
\$65,952.45

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 29317

To Owner: TOWN OF LAWRENCE
2400 SHADY COURT

Project: 3247AG. Town Of Lawrence 2023 Road
Resurfacing

Application No. : 1

Distribution to :
☐ Owner
☐ Architect
☐ Contractor

DEPERE, WI 54115

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

Via Architect:

Period To:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$449,384.62
2. Net Change By Change Order \$0.00
3. Contract Sum To Date \$449,384.62
4. Total Completed and Stored To Date \$73,280.50
5. Retention:
a. 0.00% of Completed Work \$0.00
b. 0.00% of Stored Material \$0.00
Total Retention ~~\$0.00~~
6. Total Earned Less Retention \$73,280.50
7. Less Previous Certificates For Payments \$0.00
8. Current Payment Due \$73,280.50
9. Balance To Finish, Plus Retention \$376,104.12

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

CONTRACTOR: MCC, Inc.

By: _____ Date: _____

State of: _____
Subscribed and sworn to before me this _____
Notary Public: _____
My Commission expires: _____

County of: _____
day of _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 73,280.50

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 4

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

Application No. : 1
Application Date : 05/31/23
To:
Architect's Project No.:

Invoice # : 29317 Contract : 3247AG. Town Of Lawrence 2023 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
		1,716.00	0.00	1,716.00	0.00	1,716.00	100.00%	0.00	
1	Pulverize Existing	41,300.00	0.00	32,479.15	0.00	32,479.15	78.64%	8,820.85	
2	2" 3 LT 58-28 S Lower Layer	28,630.60	0.00	26,980.86	0.00	26,980.86	94.24%	1,649.74	
3	1.5" 5 LT 58-28 S Upper Layer	1,163.80	0.00	1,163.80	0.00	1,163.80	100.00%	0.00	
4	Tack	4,977.00	0.00	4,791.19	0.00	4,791.19	96.27%	185.81	
5	2" 5LT 58-28S Driveways, Includes Concrete & Asphalt Saw Cut	8,160.50	0.00	0.00	0.00	0.00	0.00%	8,160.50	
6	4" Topsoil, Seed & Mulch Shoulders	352.26	0.00	0.00	0.00	0.00	0.00%	352.26	
7	Traffic Control (Skyline Oaks Drive)	1,087.79	0.00	1,087.79	0.00	1,087.79	100.00%	0.00	
8	Mobilization	1,072.50	0.00	0.00	0.00	0.00	0.00%	1,072.50	
9	Pulverize Existing	26,384.10	0.00	0.00	0.00	0.00	0.00%	26,384.10	
10	2" 3LT 58-28S Lower Layer	17,836.50	0.00	0.00	0.00	0.00	0.00%	17,836.50	
11	1.5" 5LT 58-28S Upper Layer	740.60	0.00	0.00	0.00	0.00	0.00%	740.60	
12	Tack	3,059.20	0.00	0.00	0.00	0.00	0.00%	3,059.20	
13	2" 5LT 58-28S Driveways, Includes Asphalt Sawcutting, Remova	7,434.00	0.00	0.00	0.00	0.00	0.00%	7,434.00	
14	4" Topsoil, Seed & Mulch Shoulders	251.61	0.00	0.00	0.00	0.00	0.00%	251.61	
15	Traffic Control (Whispering Oak Court)	1,087.79	0.00	0.00	0.00	0.00	0.00%	1,087.79	
16	Mobilization	1,404.00	0.00	0.00	0.00	0.00	0.00%	1,404.00	
17	Pulverize Existing	36,524.00	0.00	0.00	0.00	0.00	0.00%	36,524.00	
18	2" 3 Lt 58-28 S Lower Layer	23,214.00	0.00	0.00	0.00	0.00	0.00%	23,214.00	
19	1.5" 5LT 58-28S Upper Layer	952.20	0.00	0.00	0.00	0.00	0.00%	952.20	
20	Tack	4,649.20	0.00	0.00	0.00	0.00	0.00%	4,649.20	
21	2" 5LT 58-28S Driveways, Includes Concrete & Asphalt Saw Cut	5,782.00	0.00	0.00	0.00	0.00	0.00%	5,782.00	
22	4" Topsoil, Seed & Mulch Shoulders	301.93	0.00	0.00	0.00	0.00	0.00%	301.93	
23	Traffic Control (Gentle Hills Court)	1,087.79	0.00	0.00	0.00	0.00	0.00%	1,087.79	
24	Mobilization	1,209.00	0.00	0.00	0.00	0.00	0.00%	1,209.00	
25	Pulverize Existing	29,575.00	0.00	0.00	0.00	0.00	0.00%	29,575.00	
26	2" 3LT 58-28S Lower Layer	20,118.80	0.00	0.00	0.00	0.00	0.00%	20,118.80	
27	1.5" 5LT 58-28S Upper Layer	846.40	0.00	0.00	0.00	0.00	0.00%	846.40	
28	Tack	5,785.50	0.00	0.00	0.00	0.00	0.00%	5,785.50	
29	2" 5LT 58-28S Driveways, Includes Asphalt Saw Cutting, Remov	269.59	0.00	0.00	0.00	0.00	0.00%	269.59	
30	Traffic Control (Sundown Lane)								

CONTINUATION SHEET

Page 3 of 4

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

Application No. : 1
Application Date : 05/31/23
To:
Architect's Project No.:

Invoice # : 29317

Contract : 3247AG. Town Of Lawrence 2023 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retention
			From Previous Application (D+E)	This Period In Place					
31	Mobilization	1,087.79	0.00	0.00	0.00	0.00	0.00%	1,087.79	
32	Pulverize Existing	273.00	0.00	0.00	0.00	0.00	0.00%	273.00	
33	2" 3LT 58-28S Lower Layer	6,792.00	0.00	0.00	0.00	0.00	0.00%	6,792.00	
34	1.5" 5LT 58-28S Upper Layer	4,642.80	0.00	0.00	0.00	0.00	0.00%	4,642.80	
35	Tack	211.60	0.00	0.00	0.00	0.00	0.00%	211.60	
36	2" 5LT 58-28S Driveways, Includes Asphalt Sawcutting, Remova	4,691.60	0.00	0.00	0.00	0.00	0.00%	4,691.60	
37	2' Gravel Shoulder	517.50	0.00	0.00	0.00	0.00	0.00%	517.50	
38	Traffic Control (Sundown Court)	251.61	0.00	0.00	0.00	0.00	0.00%	251.61	
39	Mobilization	1,087.79	0.00	0.00	0.00	0.00	0.00%	1,087.79	
40	Remove Asphalt Ramps And Utilities And Butt Joints As Needed	864.19	0.00	864.19	0.00	864.19	100.00%	0.00	
41	Tack	1,851.50	0.00	0.00	0.00	0.00	0.00%	1,851.50	
42	1.5" 5LT 58-28S Upper Layer	15,150.00	0.00	0.00	0.00	0.00	0.00%	15,150.00	
43	Traffic Control (Torchwood)	201.29	0.00	0.00	0.00	0.00	0.00%	201.29	
44	Mobilization	506.21	0.00	0.00	0.00	0.00	0.00%	506.21	
45	Remove Asphalt Ramps And Utilities And Butt Joints As Needed	1,234.56	0.00	1,234.56	0.00	1,234.56	100.00%	0.00	
46	Tack	740.60	0.00	0.00	0.00	0.00	0.00%	740.60	
47	1.5" 5LT 58-28S Upper Layer	23,070.00	0.00	0.00	0.00	0.00	0.00%	23,070.00	
48	Mobilization	506.21	0.00	0.00	0.00	0.00	0.00%	506.21	
49	Traffic Control (Chickory Court)	201.29	0.00	0.00	0.00	0.00	0.00%	201.29	
50	Remove Asphalt Ramps And Utilities And Butt Joints As Needed	493.83	0.00	493.83	0.00	493.83	100.00%	0.00	
51	Tack	1,163.80	0.00	0.00	0.00	0.00	0.00%	1,163.80	
52	1.5" 5LT 58-28S Upper Layer	10,059.40	0.00	0.00	0.00	0.00	0.00%	10,059.40	
53	Mobilization	506.21	0.00	0.00	0.00	0.00	0.00%	506.21	
54	Traffic Control (Echo Pine Court)	201.29	0.00	0.00	0.00	0.00	0.00%	201.29	
55	Remove Asphalt Ramps And Utilities And Butt Joints As Needed	2,469.13	0.00	2,469.13	0.00	2,469.13	100.00%	0.00	
56	Tack	1,005.10	0.00	0.00	0.00	0.00	0.00%	1,005.10	
57	1.5" 5LT 58-28S Upper Layer	32,936.40	0.00	0.00	0.00	0.00	0.00%	32,936.40	
58	Mobilization	506.21	0.00	0.00	0.00	0.00	0.00%	506.21	
59	Traffic Control (Tigerwood)	251.61	0.00	0.00	0.00	0.00	0.00%	251.61	
60	Fine Grade, Water And Compact Existing Stone Base	3,388.00	0.00	0.00	0.00	0.00	0.00%	3,388.00	

CONTINUATION SHEET

Page 4 of 4

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

Application No. : 1
Application Date : 05/31/23
To:
Architect's Project No.:

Invoice # : 29317

Contract : 3247AG. Town Of Lawrence 2023 Road Resurfacing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
61	2" 3LT 58-28S Lower Layer	17,550.00	0.00	0.00	0.00	0.00	0.00%	17,550.00	
62	1.5" 5LT 58-28S Upper Layer	14,611.00	0.00	0.00	0.00	0.00	0.00%	14,611.00	
63	Tack	581.90	0.00	0.00	0.00	0.00	0.00%	581.90	
64	2' Wide Gravel Shoulder	1,207.50	0.00	0.00	0.00	0.00	0.00%	1,207.50	
65	Traffic Control (Perrock Court)	352.26	0.00	0.00	0.00	0.00	0.00%	352.26	
66	Mobilization	891.91	0.00	0.00	0.00	0.00	0.00%	891.91	
67	Sawcut, Remove 1' Of Existing Asphalt And 2' Of Gravel Shoul	4,152.00	0.00	0.00	0.00	0.00	0.00%	4,152.00	
68	4" 4LT 58-28S Lower Layer And Upper Layer, Two 2" Lifts	11,219.00	0.00	0.00	0.00	0.00	0.00%	11,219.00	
69	Tack	105.80	0.00	0.00	0.00	0.00	0.00%	105.80	
70	Restore Gravel Shoulder	3,180.00	0.00	0.00	0.00	0.00	0.00%	3,180.00	
71	Traffic Control (Mid Valley Drive Shouldering)	805.16	0.00	0.00	0.00	0.00	0.00%	805.16	
72	Mobilization	891.91	0.00	0.00	0.00	0.00	0.00%	891.91	
Grand Totals		449,384.62	0.00	73,280.50	0.00	73,280.50	16.31%	376,104.12	0.00



Agenda Item Review

Meeting Date: July 10, 2023

Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Administrator
AGENDA ITEM: **Consideration of 2023 Farm Lease – Tidy View Dairy – Lawrence Parkway area**

FISCAL IMPACT:

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

Item History

We have been able to realize rent revenue on land that we've been holding for development in recent years. The aim has been to maximize return or benefit to the Town while also maximizing the flexibility to pull crops off of property if and as it develops, by minimizing exposure/risk to having to reimburse tenants. These goals require a balancing act, which we've been successful with in recent years.

We're recommending a lease for one year to Tidy View for \$200 per acre at 30 acres behind the Town Hall, more specifically between the anticipated Rugby/Sports Emporium Sites and the Ashwaubenon Creek (near Lawrence Drive).

These parcels were purchased by the Town from the IPR arrangement in December 2022. Tidy View has rented this land and nearly all other undeveloped land in the Lawrence Parkway corridor from IPR and the Town for approx. \$200 per acre.

This lease would be similar to prior year arrangements in that we do not expect this area to be disturbed or developed in the coming growing season, which helps us to maximize the rent revenue without incurring any penalties for digging up crops.

The rent due will be for 30 acres. They have planted up to 38 acres in the area near a wet/flood fringe area down by the creek. We anticipate a filling operation to eliminate the floodway/flood fringe area later this year. We're not collecting rent on the flood fringe area, so that we do not have to play 3x the rent to compensate for lost crops. This is a "plant at your own risk" arrangement for the amount over 30 acres in 2023 only.

Recommended Action By Town Board

Recommend approval of 2023 Farm Lease with Tidy View in the amount of \$200 per acre for 30 acres.

Land Lease Agreement

This Land Lease Agreement (the “**Lease**” or the “**Agreement**”) between:

Landlord: Town of Lawrence
c/o Patrick Wetzel
2400 Shady Ct
De Pere WI 54115

Tenant:
Tidy View Dairy, LLC
N3569 Vanden Bosch Rd
Kaukauna, WI 54130

is entered into as of: June 26th 2023.

Description of land to be leased by Landlord to Tenant: **Included as Exhibit A**

Terms of the Lease shall be as follows:

- The Lease term begins May 1st 2023 and ends October 15th, 2023 (End Date).
- Total amount of rented acres shall be 30 at a rate of \$200 per acre.
- The payment terms shall be \$6,000 due on July 15, 2023.
- All USDA / Farm Service Agency government program payments will belong to the Tenant for payments in any calendar year that the land is rented.
- Approximately 38 acres are available to cultivate. Landlord and Tennant agree that if less than 30 acres are unable to be harvested due to activity done by Landlord or contractors under their control, shall be reimbursed to tenant at a rate of \$600 per acre.
- This Lease is for cropping and allows for nutrient application according to Tenant’s nutrient management plan.
- All rights and obligations under this Lease shall run with the land and this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective heirs, successors, and/or assigns with respect to their interests in the land.
- This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease (including a “.pdf”) delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Landlord:

By: _____

Tenant:

Tidy View Dairy, LLC

By: Matthew Wickman



RESOLUTION NO. 2023-009
TOWN OF LAWRENCE, WISCONSIN

Preliminary Resolution Declaring Intent to Exercise Power to Levy Special Assessments for French Court Water/Sewer Extension Upon Property in the Town of Lawrence, Brown County, Wisconsin,

RESOLVED, by the Town of Lawrence, Brown County, Wisconsin:

1. The Town of Lawrence Town Board hereby declares its intention to exercise its power under Section 60.77 and 60.0703, Wisconsin Statutes, to levy special assessments upon property within the following described Assessment District within the Town for special benefits conferred upon such property by the installation of Sanitary Sewer and Water infrastructure: French Court
Parcels: L-442, L-443-1, L-443-2, L-433-3 and L-433-4
2. The Town Board determines that such improvements constitute an exercise of its police powers for the public health, safety, and welfare.
3. The assessment against any parcel may be paid in cash or ten installments on the proposed assessment.
4. The total amount assessed against the property located in the Assessment District shall not exceed 100% of the Town's direct costs, including but not limited to:
 - A. Actual construction costs and related costs and expenses of architectural, engineering and legal services, administration, and borrowing of funds.
5. The District's engineering firm, McMahon Associates, Inc. is directed to prepare a report consisting of:
 - A. Final plans and specifications for said improvements;
 - B. An estimate of the entire direct and indirect costs and expenses of the completed work for improvements as described in paragraph 4 of this resolution;
 - C. A schedule of the proposed assessments; and
 - D. A statement that the respective properties against which the final assessments are proposed are benefited.
6. A copy of the report, when completed, shall be filed with the Town Clerk for public inspection.
7. Upon filing the engineer's report, the town Clerk is directed to give a Class I Notice of a public hearing on such report, as specified in Section 66.0703(7) of the Wisconsin Statutes, stating the nature of the work or improvement, the general boundary lines of the proposed Assessment District, the place and time at which the report may be inspected, and the place and time in which all persons interested, or their agents or attorneys, may appear before the Town Board and be heard concerning the matters contained in the Preliminary Resolution and the engineer's report. A copy of the Notice shall be mailed to every interested person whose post office address is known, or can be ascertained within reasonable diligence, at least ten (10) days and not more than forty (40) days after publication of the Class I Notice.

Approved and Adopted at a regular Town Board Meeting on the 10th day of July, 2023.

TOWN OF LAWRENCE
BROWN COUNTY WISCONSIN

Introduced by:
Seconded by:

Ayes

Nays

Dr. Lanny J. Tibaldo, Town Chairman

ATTEST:

Cindy Kocken, Town Clerk/Treasurer

RESOLUTION NO. 2023-010
TOWN OF LAWRENCE, WISCONSIN

Preliminary Resolution Declaring Intent to Exercise Power to Levy Special Assessments for Packerland Drive Water/Sewer Extension Upon Property in the Town of Lawrence, Brown County, Wisconsin,

RESOLVED, by the Town of Lawrence, Brown County, Wisconsin:

1. The Town of Lawrence Town Board hereby declares its intention to exercise its power under Section 60.77 and 60.0703, Wisconsin Statutes, to levy special assessments upon property within the following described Assessment District within the Town for special benefits conferred upon such property by the installation of Sanitary Sewer and Water infrastructure: Packerland Drive
Parcels: L-164, L-165, L-165-1 and L-166
2. The Town Board determines that such improvements constitute an exercise of its police powers for the public health, safety, and welfare.
3. The assessment against any parcel may be paid in cash or ten installments on the proposed assessment.
4. The total amount assessed against the property located in the Assessment District shall not exceed 100% of the Town's direct costs, including but not limited to:
 - A. Actual construction costs and related costs and expenses of architectural, engineering and legal services, administration, and borrowing of funds.
5. The District's engineering firm, McMahon Associates, Inc. is directed to prepare a report consisting of:
 - A. Final plans and specifications for said improvements;
 - B. An estimate of the entire direct and indirect costs and expenses of the completed work for improvements as described in paragraph 4 of this resolution;
 - C. A schedule of the proposed assessments; and
 - D. A statement that the respective properties against which the final assessments are proposed are benefited.
6. A copy of the report, when completed, shall be filed with the Town Clerk for public inspection.
7. Upon filing the engineer's report, the town Clerk is directed to give a Class I Notice of a public hearing on such report, as specified in Section 66.0703(7) of the Wisconsin Statutes, stating the nature of the work or improvement, the general boundary lines of the proposed Assessment District, the place and time at which the report may be inspected, and the place and time in which all persons interested, or their agents or attorneys, may appear before the Town Board and be heard concerning the matters contained in the Preliminary Resolution and the engineer's report. A copy of the Notice shall be mailed to every interested person whose post office address is known, or can be ascertained within reasonable diligence, at least ten (10) days and not more than forty (40) days after publication of the Class I Notice.

Approved and Adopted at a regular Town Board Meeting on the 10th day of July, 2023.

TOWN OF LAWRENCE
BROWN COUNTY WISCONSIN

Introduced by:
Seconded by:

Ayes

Nays

Dr. Lanny J. Tibaldo, Town Chairman

ATTEST:

Cindy Kocken, Town Clerk/Treasurer

RESOLUTION NO. 2023-011
TOWN OF LAWRENCE, WISCONSIN

Preliminary Resolution Declaring Intent to Exercise Power to Levy Special Assessments for Mid Valley Drive Water/Sewer Extension Upon Property in the Town of Lawrence, Brown County, Wisconsin,

RESOLVED, by the Town of Lawrence, Brown County, Wisconsin:

1. The Town of Lawrence Town Board hereby declares its intention to exercise its power under Section 60.77 and 60.0703, Wisconsin Statutes, to levy special assessments upon property within the following described Assessment District within the Town for special benefits conferred upon such property by the installation of Sanitary Sewer and Water infrastructure: Mid Valley Drive
Parcels: L-405, L-408, L-408-1, L-408-2, L-410, L-411, L-412, L-413, L-414, L-415 and L-464-1
2. The Town Board determines that such improvements constitute an exercise of its police powers for the public health, safety, and welfare.
3. The assessment against any parcel may be paid in cash or ten installments on the proposed assessment.
4. The total amount assessed against the property located in the Assessment District shall not exceed 100% of the Town's direct costs, including but not limited to:
 - A. Actual construction costs and related costs and expenses of architectural, engineering and legal services, administration, and borrowing of funds.
5. The District's engineering firm, McMahon Associates, Inc. is directed to prepare a report consisting of:
 - A. Final plans and specifications for said improvements;
 - B. An estimate of the entire direct and indirect costs and expenses of the completed work for improvements as described in paragraph 4 of this resolution;
 - C. A schedule of the proposed assessments; and
 - D. A statement that the respective properties against which the final assessments are proposed are benefited.
6. A copy of the report, when completed, shall be filed with the Town Clerk for public inspection.
7. Upon filing the engineer's report, the town Clerk is directed to give a Class I Notice of a public hearing on such report, as specified in Section 66.0703(7) of the Wisconsin Statutes, stating the nature of the work or improvement, the general boundary lines of the proposed Assessment District, the place and time at which the report may be inspected, and the place and time in which all persons interested, or their agents or attorneys, may appear before the Town Board and be heard concerning the matters contained in the Preliminary Resolution and the engineer's report. A copy of the Notice shall be mailed to every interested person whose post office address is known, or can be ascertained within reasonable diligence, at least ten (10) days and not more than forty (40) days after publication of the Class I Notice.

Approved and Adopted at a regular Town Board Meeting on the 10th day of July, 2023.

TOWN OF LAWRENCE
BROWN COUNTY WISCONSIN

Introduced by:
Seconded by:

Ayes

Nays

Dr. Lanny J. Tibaldo, Town Chairman

ATTEST:

Cindy Kocken, Town Clerk/Treasurer



Agenda Item Review

Meeting Date: July 10, 2023

Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Administrator
AGENDA ITEM: **Consider LOI for Development – NEW Rugby – Lawrence Parkway Corridor**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, land sale revenue in future agreement

Item History

While planning for the Lawrence Parkway sports focused corridor, we've worked in concert with NEW Rugby/Green Bay Youth Rugby and most specifically, Matt Goetsch, on their desire to construct a rugby complex east of the Town Hall.

The parcel of land is being created by the upcoming final plat for the Lawrence Parkway First Addition (to be reviewed by PZ and Town Board later in July).

Matt Goetsch appeared at the June 26th Town Board meeting to review their program generally, their desire for a new facility, fundraising progress, etc.

The attached letter of intent has been reviewed for quite some time, and is based off of the general framework for the Sports Emporium/DePere Soccer letter of intent that was approved in the past year.

Both Rugby and Sports Emporium are currently in fundraising phases to generate commitments for their respective projects. Both intend to provide payment towards land purchases, and then start construction on their projects in the coming months/year.

Recommended Action By Town Board

Recommend approval of Letter of Intent with NEW Rugby for development in Lawrence Parkway Corridor – Lot 50 of Lawrence Parkway First Addition plat.

LETTER OF INTENT
PURCHASE AND DEVELOPMENT OF REAL ESTATE

July ____, 2023

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

Dear Mr. Wetzel:

The purpose of this letter (“Letter of Intent”) is to set forth our understanding with respect to a proposed transaction between Northeast Wisconsin Rugby Foundation, a Wisconsin 501(c) 3 non-profit corporation (“Buyer”), the principal/mailling address of which is PO Box 22242 Green Bay, WI 54305, and Town of Lawrence, a Wisconsin municipality, (the “Seller”), the principal address of which is 2400 Shady Court, De Pere, Wisconsin 54115, for the sale by Seller of certain real estate consisting of approximately 10.23 acres and described on the attached Exhibit A (the “Real Estate”) to Buyer and the purchase and development of the Real Estate by Buyer of two rugby fields and assume a phased approach to construction of a concession stand, clubhouse, locker rooms, spectator seating and other similar improvements. The purchase and sale of the Real Estate is referred to in this letter as the “Transaction” and the development of the proposed new rugby facility is referred to as the “Project.” Documentation of the Transaction and the Project will be set forth in separate agreements and will be subject to essential terms and conditions set forth in this letter. The Transaction is subject to the non-binding conditions in Section A below and the binding conditions in Section B below.

A. Non-Binding Provisions

The following reflects our understanding of the Transaction discussed to date, but does not constitute a complete statement of, or a legally binding or enforceable agreement or commitment on the part of either Seller or Buyer with respect to, the matters described herein, unless specifically and explicitly indicated in Section B hereof. In addition, it is not intended to impose on either Seller or Buyer any enforceable duty or obligation to negotiate towards or conclude any such agreement or commitment, except as otherwise set out in Section B.

1. Scope of Transaction. On the terms and subject to the conditions to be set forth in definitive, legally binding, written agreements to be negotiated and entered into by Seller and Buyer (the “Agreements”), but subject, however, to all necessary approvals and consents, the parties shall make a good faith effort to negotiate and agree upon the agreements required to consummate the Transaction.

2. Purchase Price and Earnest Money.

(a) Purchase Price. Subject to the completion of the Buyer's due diligence review in accordance with Section B, the purchase price will be \$25,000 per acre for approximately 10.23 acres. The total purchase price for the Real Estate, subject to verification of acres to be purchased, is anticipated to be Two Hundred Fifty-Five Thousand, Seven Hundred Fifty Dollars (\$255,750.00) (the "Purchase Price"). The Purchase Price, along with interest not to exceed ___% (*anticipated to be 0%*) per annum, shall be paid in installments according to the amortization schedule attached hereto as Exhibit B. Any payment not made in full when and as due shall accrue interest at the rate of 12.0% per annum until paid. TIME IS OF THE ESSENCE in Seller's receipt of payment. Installments of the Purchase Price shall be due absolutely and unconditionally, i.e., Buyer shall not assert or deduct from such installment payments and sums on the basis of claims for offset, recoupment, counterclaim or any other claim Buyer may have against Seller.

(b) Earnest Money. Earnest money in the amount of Ten Thousand U.S. Dollars (\$10,000) ("Earnest Money") will be deposited by Buyer in escrow with the office of _____. (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 the signed offer to purchase, if the Transaction fails to close, because of a default by Buyer under such offer.

3. Buyer's contingencies. Buyer's obligation to close the Transaction is contingent on the satisfaction of all of the following conditions on or before the Closing:

(a) Site Investigation. Subject to the terms of an access agreement to be agreed upon by Buyer and Seller, from and after the acceptance of this Letter of Intent through the Due Diligence Termination Date (as defined below), Buyer and its permitted agents and contractors shall have access to the Real Estate to determine the condition of the Real Estate and its appropriateness for development of the Project, such as environmental reports and reviews, soil and compaction analysis, the items further described in Section 5(a) below, and such other investigation as Buyer reasonably desires.

(b) Survey. Buyer shall have obtained a survey of the Real Estate sufficient to eliminate all of the standard exceptions from the title policy to be issued in conjunction with the Transaction. The Seller may require the area including the Real Estate be platted. If the Seller requires a plat, the Seller shall pay the costs associated therewith, and Buyer shall contribute to the cost of the plat the amount reasonably necessary to create a CSM of the Real Estate.

(c) Financing. Through a combination of collected pledges and third-party financing, Buyer shall have secured funds in an amount of not less than \$650,000.00. Any permanent lender financing shall be for a term of not fewer than five years, with payments amortized over a period of not fewer than 20 years, and at an interest rate that does not exceed 4.5% per annum.

(d) TIF Financing. The Real Estate may qualify for tax incremental financing in Seller's Tax Incremental District No. 1, dependent on the scope and schedule of taxable improvements that are constructed, if such improvements exceed \$1 million in value.

(e) Overflow Parking. Buyer and Seller shall have entered into an agreement, by which Seller will provide certain overflow parking on property owned by Seller for as long as Seller owns such property and Buyer reciprocates by granting certain parking rights to Seller on the Real Estate.

(f) Buyer Approval. Buyer's board shall have approved the Transaction and the Project and shall have provided authority to an officer or officers of Buyer to enter into such agreements and sign such documents as they deem necessary or appropriate to close the Transaction.

(i) Permits and Approvals. Buyer shall be satisfied it has obtained or will be able to obtain all necessary permits and approvals required to complete the Project.

(j) Contractors and Construction Contracts. Buyer shall be satisfied that it has contractually secured or will be able to secure the services of the contractors who will provide the significant labor or materials for the Project (including the infrastructure improvements discussed below), in each case, on terms reasonably acceptable to Buyer.

(k) Use Agreement. Buyer and Seller shall have entered into a Use Agreement, by which Seller and Buyer will cooperate in the development and maintenance of programs and additional outdoor fields through Seller's Parks & Recreation Department.

4. Seller's Contingencies. Seller's obligation to close the Transaction is contingent on the satisfaction of all of the following conditions on or before the Closing Date:

(a) Seller Approval. Seller's board shall have approved the Transaction and the Project and shall have provided authority to the Town Administrator and Chairperson of the Town Board to enter into such agreements and sign such documents as they deem necessary or appropriate to close the Transaction.

(b) Buyer Approval. Buyer's board of directors shall have approved the Transaction and the Project and shall have provided authority to an officer or officers of Buyer to enter into such agreements and sign such documents as they deem necessary or appropriate to close the Transaction.

(c) AS IS Sale. The Real Estate will be sold to Buyer "AS IS, WHERE IS, WITH ALL FAULTS AND NO REPRESENTATIONS OR WARRANTIES AS TO CONDITION." The terms offered to Buyer regarding the Transaction, including the Purchase Price, are premised on the sale of the Real Estate without any representations or warranties as to its condition.

(d) Buyer Financial Status and Financing. Seller shall have been satisfied that Buyer's financing is sufficient for the completion and initial operation of the Project. Buyer shall provide for Seller's review current, reviewed financial statements, but shall not be required to allow Seller to retain such financial statements in Seller's records. Buyer shall have agreed as long as the Purchase Price has not been paid in full, Buyer shall make such financial statements available to Seller no later than 90 days after the end of each of Buyer's fiscal years.

(e) Taxable Property. The Real Estate and all improvements thereon and all personal property of Buyer shall be taxable and Buyer shall have agreed that under no circumstances shall Buyer claim any exemption from taxation as to any such real or personal property. If, nevertheless, any such property is determined to be exempt from taxes, Buyer shall pay to Seller when taxes would otherwise have been due, payments in lieu of taxes in an amount equal to the taxes that would have been assessed against such property, based on the assessed value of such property.

(f) Construction Schedule. Buyer and Seller shall have agreed to a construction schedule pursuant to which Buyer will commence construction of the Project no later than _____, 2023 and will expend commercially reasonable efforts to substantially complete construction of the Project.

(g) Permits and Approvals. Seller shall be satisfied that Buyer either has obtained or will be able to obtain all necessary permits and approvals required to complete the Project.

(h) Contractors and Construction Contracts. Buyer shall have provided Seller with a list of major contractors who will provide any labor or materials for the Project and shall have delivered copies of proposed contracts with such contractors, which shall be acceptable to Seller in Seller's reasonable discretion.

(i) Private Infrastructure. Buyer will have agreed, at its sole expense, to be responsible to make the following infrastructure improvements in relation to construction of the Project: site grading, balancing for storm water management including drainage swales, pipes, etc., sanitary sewer laterals, potable water laterals, private driveway/parking lot curb and gutter and other facilities owned, constructed and maintained by Buyer to provide utility service and access to the Development Improvements from the Public Improvements. All such private infrastructure shall be constructed, maintained and owned by Buyer.

(~~k~~) Insurance. Buyer shall have provided a certificate or certificates of insurance, demonstrating Buyer has the following insurance coverages in effect at all times during the construction of the Project:

(i) Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be subject to the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

(ii) Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Buyer and any subcontractor during the performance of work relating to construction of the Project from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations relating to the Project, whether such operations be by Buyer itself, the general

contractor, any subcontractor, or anyone directly or indirectly employed by any of them in such manner as to impose liability on Seller. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

(iii) Comprehensive Automobile Liability and Property Damage. Coverage shall protect Buyer, the general contractor and any subcontractor during the performance of work relating to the Project from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be subject to the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

(iv) Umbrella Coverage. Coverage shall protect Buyer, its general contractor and any subcontractor during the performance of work covered by this Agreement with limits of \$3,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of subparagraphs (i) to (iii) above.

(v) Fire and Casualty Insurance. Upon the construction of any improvements on the Real Estate that are intended to remain in the Buyer's possession, Buyer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to and adequate to rebuild improvements to their original condition. In the event of loss, Buyer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

(vi) Builder's Risk Insurance. Buyer shall contractually require its construction contractor to obtain and agree to keep in full force and effect during any construction activities relating to construction of the Project a builder's risk insurance policy for all portions of the Real Estate upon which construction is occurring with coverage equal to the total amount of the construction contracts for any and all such construction activities. Nothing herein is intended to relieve Buyer of its obligation to perform under this Agreement and, in the event of loss, Buyer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

All policies of insurance required of Buyer shall be written by responsible insurance companies, licensed to do business in the State of Wisconsin. All policies providing coverage for liability shall name Seller as an additional insured. All policies shall contain a provision that they may not be cancelled before Seller has been given 30 days' notice of cancellation.

(m) Use Agreement. Buyer and Seller shall have entered into a Use Agreement, by which Seller and Buyer will cooperate in the development and maintenance of programs through Seller's Parks & Recreation Department and Seller will be granted certain use rights in the Buyer in regard to the same.

5. Due Diligence.

(a) Due Diligence Period and Notice of Unacceptable Condition. The Due Diligence Period shall commence on the date of acceptance of this Letter of Intent and shall continue ~~for a period of 90 days until~~ (the “Due Diligence Termination Date”), during which time Buyer may perform any environmental audits, soil tests, surveys, architectural and engineering studies, or any other studies it elects to perform on or in relation to the Real Estate as Buyer deems appropriate in its sole discretion. All such tests shall be performed at Buyer's option and at its sole cost and expense. Seller shall reasonably cooperate with Buyer, at no expense to Seller, in making the Property available to the Buyer. If Buyer is not satisfied with the environmental conditions, soil conditions, architectural and engineering feasibility, market studies or any other study, fact, or condition respecting the Real Estate by the Due Diligence Termination Date, Buyer may terminate this Agreement upon notice to Seller given no later than the Due Diligence Termination Date and receive a return of the Earnest Money. If Buyer fails to give notice to Seller by the Due Diligence Termination Date, Buyer will be deemed to have waived its contingency under Section 3(a) above.

(b) Restoration of Property. If Buyer does not close the purchase of the Real Estate, at its expense, Buyer shall return the Real Estate to, as close as practical, the condition the Real Estate was in before the commencement of any inspection or testing of the Real Estate.

(c) Due Diligence Indemnity. Buyer will indemnify, protect and hold harmless Seller and its board members, officers, employees, agents, contractors, insurers and attorneys and the respective successors and assigns of each of them from and against any and all claims, demands, losses, costs, damages, expenses or liabilities for death or injury to persons or for physical damage to property, or for mechanics' or other liens, relating to or arising out of the Buyer's inspections of the Real Estate; provided, however, that Buyer shall have no obligation to indemnify, protect and hold Seller harmless for: (a) the mere discovery during the course of inspection or testing of a condition of the Real Estate; or (b) any actions that may be taken by Buyer or its consultants, inspectors, engineers, contractors or agents to comply with legal requirements applicable thereto (the foregoing, the “Due Diligence Indemnity”).

6. Closing Date. The consummation of the Transaction contemplated by this Letter of Intent with respect to the sale of the Real Estate (“the Closing”), which shall consist of the signing of the agreements contemplated herein and payment of the first installment of the Purchase Price will occur on or before January 1, 2023 or at such other time, date and place as shall be fixed by agreement among the parties in writing, (the “Closing Date”). Time is of the essence as to the Closing Date.

7. Potential Future Developments. Buyer and Seller anticipate there may be future development on real estate that is adjacent to or near to the Real Estate. Such future development may include the creation by Seller of outdoor soccer/rugby fields and related facilities, concession stands, and additional parking. Neither Buyer nor Seller are committed to construct or operate such potential future developments. To the extent such future developments are feasible, considered to

be in the best interests of the Seller and within approved budgets of Seller and Buyer, Seller agrees to provide Buyer with notice prior to acceptance of any agreement with other parties. The Buyer and Seller will in good faith engage in discussions regarding the terms and conditions by which either future development may be constructed and operated.

8. Other Provisions. The Offer to Purchase, Development Agreement, and any other agreements required under those documents will provide the definitive terms of the Transaction and development of the Project, and will contain such representations, warranties, covenants, indemnification provisions, tax, and insurance provisions and other agreements on behalf of the parties thereto as are customary and appropriate therefor, and the closing of the transactions contemplated by the Transaction and completion of the Project will be subject to such conditions as the parties may agree upon.

B. Binding Provisions

In consideration of the costs to be incurred by the parties in further pursuing the Transaction, the remaining provisions of this Letter of Intent (hereinafter the “Binding Provisions”) shall, upon your execution of a counterpart of this Letter of Intent, constitute the legally binding and enforceable obligations of the parties.

1. Cooperation and Consents. Seller and Buyer will cooperate and proceed as promptly as is reasonably practicable, to provide all information required by the Letter of Intent and to obtain all necessary releases, transfer documents, consents, and approvals from its own organization, applicable government agencies, and third parties, including, but not limited to, landlords and to endeavor to comply with all other legal or contractual requirements for or as preconditions to the execution and consummation of the Agreements.

2. Limited Exclusivity. Except as otherwise provided herein, upon execution of this Letter of Intent by both parties hereto, Seller shall not actively market the Real Estate to any persons or entities other than Buyer, before the earlier of (i) the date Seller or Buyer rightfully notifies the other that the Transaction will not occur; and (ii) January 1, 2024, if Buyer and Seller have not entered into binding agreements for the purchase of the Real Estate and the development of the Project (the “Exclusivity Period”). During the Exclusivity Period, the Seller shall not accept any offers with respect to the Real Estate, or otherwise directly solicitate an offer regarding a possible transaction or disposition involving the Real Estate with any party other than Buyer. Upon acceptance of this Letter of Intent, Seller will (and will cause its representatives to) terminate all discussions with third parties other than Buyer regarding the disposition of the Real Estate. Under no circumstances shall Seller be liable to Buyer for indirect, consequential, or special damages solely for breaches of this Limited Exclusivity provision. The Exclusivity provided by this paragraph shall not inhibit the Seller from discussing or planning development of adjacent property as contemplated by Paragraph A 7 above.

3. Costs and Expenses. Except as otherwise provided herein, Buyer and Seller shall each be solely responsible for and bear all of its own respective costs and expenses, including, but not limited to, the costs of legal counsel, accountants and other advisors, incurred at any time in connection with pursuing and/or consummating the Transaction and the Project.

4. Governing Law/Forum Selection. This Letter of Intent shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of Wisconsin. Any disputes regarding or relating to this Letter of Intent shall be adjudicated in Brown County, Wisconsin.

5. Termination. The Binding Provisions may be terminated (i) following the later of the Due Diligence Termination Date and the expiration of the Exclusivity Period, at any time for any reason by Seller or Buyer upon issuance of a written notice of termination, (ii) by mutual written consent of Buyer and Seller, or (iii) if an Offer to Purchase has not been accepted by Seller and a Development Agreement has not been entered into by Buyer and Seller by January 1, 2024; provided, however, that the termination of the Binding Provisions shall not affect or relieve the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Section B, Paragraph 3, which shall survive any such termination.

6. Authority. Each person signing this letter on behalf of a party to this letter represents and warrants to the other party that he or she has the authority to bind the party they purport to represent to the Binding Provisions of this letter.

7. Notices. Any notice a party may wish or be required to give under this letter shall be personally delivered or sent by certified mail, return receipt requested to the address for such party set forth in the introductory paragraph to this letter.

8. Definitive Agreements. This letter sets forth certain terms and conditions the parties anticipate will form the essential terms of the Transaction and the Project. This letter is not a definitive statement of all of the terms of the Transaction and the Project. The parties shall work in good faith toward execution and delivery of definitive agreements setting forth all of the terms of the Transaction and the Project. Such definitive agreements will contain terms and conditions in addition to those set forth in this letter and terms and conditions that are typical of such documents.

9. Counterparts. This Letter of Intent may be executed in two or more counterparts. Delivery of an executed counterpart of a signature page to this Letter of Intent by photocopied, PDF, electronically signed or other facsimile signature method, shall be as effective as delivery of an original, “wet ink” counterpart of this Letter of Intent. Such signatures shall have the same effect as original signatures for all purposes. In proving this Letter of Intent, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[Signature page follows]

Please indicate your confirmation of the understandings and agreements set forth above by signing one of the enclosed originals of this Letter of Intent and returning it to us on or before _____, 2023.

Very truly yours,

**NORTHEAST WISCONSIN
RUGBY FOUNDATION**

By: _____
Its: _____

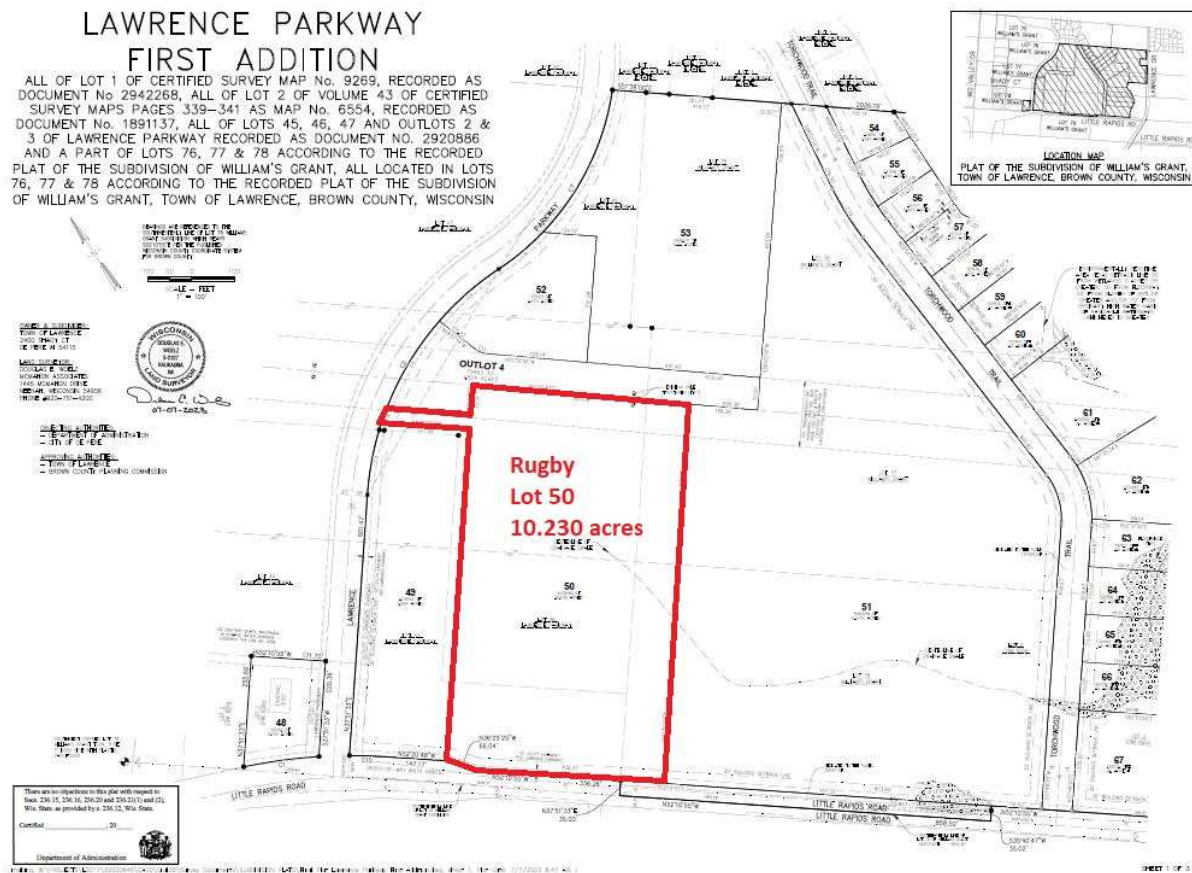
Acknowledged and Agreed this _____ day of _____, 2023.

TOWN OF LAWRENCE

By: _____
Lanny Tibaldo, Chairman of the Town Board

By: _____
Patrick Wetzel, Town Administrator

EXHIBIT A – THE REAL ESTATE





Agenda Item Review

Meeting Date: 7/10/2023

Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Michael Renkas, Police Chief; Brent Olson, Police Captain
AGENDA ITEM: **Consideration of Police Dept Agreement with Ascent Consulting**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? To be covered by Law Enforcement Agency Grant

Item History

As an organization, we are making an effort to prioritize our officer's overall wellbeing, starting with their mental health. We have been in contact with Ascent Consulting to provide individual consultations for each staff member. These consultations include general mental health assessment, resiliency assessment (e.g. work/life balance, social support, lifestyle factors) and review of job-related stressors to provide a framework for consistent support. The cost for the service is \$2,850.00. This cost is intended to be reimbursed through the state's Law Enforcement Agency Grant.

Recommended Action by Town Board

Recommend approval to authorize Chief Renkas to sign Ascent Consulting Agreement

*Connecting and Serving Our
Communities*

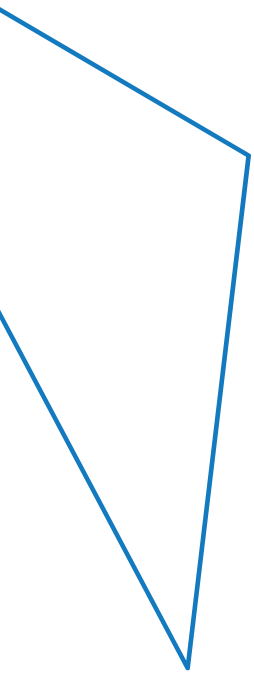


INDIVIDUAL WELLNESS SESSIONS

HOBART-LAWRENCE POLICE DEPARTMENT



THE ASCENT STORY

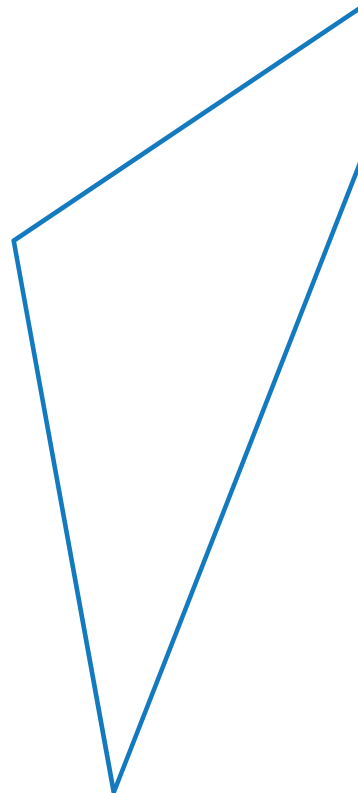


Law enforcement personnel are frequently exposed to traumatic incidents and stressful situations. With each exposure, the potential to struggle increases. In addition, the law enforcement profession does not only impact the individual, it also impacts their families, friends, and the communities they protect and serve. Unfortunately, access to appropriate mental health providers continues to be a challenge. Many law enforcement agencies struggle to properly equip officers with the tools necessary to develop mental fortitude. Ascent Consulting was born because of these needs. Ignacio Enriquez, founder of Ascent Consulting, recognized the need for law enforcement personnel to have access and be connected to someone who intimately understands police culture. Being heard and understood by an individual who is in law enforcement and who truly has felt the impacts on what it means to be a police officer can provide a sense of safety and trust.



ABOUT US

FOUNDER Ignacio Enriquez was a fifteen-year police officer in the State of Wisconsin and has four years of experience as a Juvenile Corrections Officer in the State of California. Ignacio has served as a patrol officer, school resource officer, and a Behavioral Health Officer. As a Behavioral Health Officer, Ignacio was responsible for conducting crisis interventions, safety planning, and connecting citizens to mental health services. Ignacio is a trained hostage crisis negotiator and served as the department's main resource of mental health and substance misuse information and training and was a founding member of the Officer Wellness Committee; furthermore, he was a Peer Support Officer for the department. Ignacio earned a master's degree in Professional Counseling from the University of Wisconsin Oshkosh and is a Licensed Professional Counselor (LPC).



BUDGET, TIMELINE, AND DELIVERABLES

The Hobart-Lawrence PD will be provided with individual wellness sessions for (16) employees once per calendar year. The all-inclusive honorarium is \$2,850.

- 1-hour (45-50 minutes) confidential wellness session for each employee (16) once per calendar year for a total of 16 sessions.
- Each session will be completed in person (location TBD).
- Each wellness session will be scheduled by H-L PD in a span of no more than three (3) days with no more than six (6) sessions per day.
- The all inclusive honorarium includes sessions, preparation, for the sessions, travel to Hobart-Lawrence.



HOBART-LAWRENCE POLICE

Connecting and Serving Our Communities



Officer Wellness Proposal



BENEFITS

- Make it personally and professionally acceptable for officers to engage services
- Reduce officer fears about asking for support when dealing with overwhelming job or other life difficulties
- Improve career-long psychological wellness of officers
- Officers at all levels of the organization participate to enhance the agency climate so others are encouraged to ask for help
- The annual visit DOES NOT initiate any record

WHAT THIS PROVIDES STAFF

A confidential individual meeting (in person) that does not initiate any record, it is NOT an evaluation (its a check-in), there does not need to be a problem, and it is simply a discussion about what's happening in your life.

POTENTIAL TOPICS

Emotional Wellness, Intellectual Wellness, Physical Wellness, Social Wellness, Environmental Wellness, Financial Wellness, Spiritual Wellness, or any other topic brought up or identified by the officer. The time is for each individual to use in whatever way is the most beneficial for them.

ADDITIONAL INFORMATION

Ala Carte Services Available If Needed - Critical Incident Stress Debriefs, EAP Services, Individual Sessions, Agency Trainings, Emotional Intelligence and Resilience

Ignacio Enriquez is a law enforcement professional qualified to conduct these sessions.

COST

Annual Contract Cost - \$2,850.00 for (16) individual sessions

2023 Budget Impact - There is no impact due to funding within the Ever's Grant



Individual Wellness Session

Purpose:

A wellness session will provide you an opportunity to talk about your overall wellbeing . We will come together and may talk about topics such as:

- Emotional Wellness
- Intellectual Wellness
- Physical Wellness
- Social Wellness
- Environmental Wellness
- Financial Wellness
- Spiritual Wellness

Moreover, this wellness session is about YOU and can talk about what is most important to YOU. This is not a clinical evaluation or fitness for duty evaluation. If we identify needs to further support you, I will provide recommendations to seek further support from your EAP provider, or other professionals. You have the ability to disclose as much or as little as you wish.

What you can expect from me:

I will listen nonjudgmentally and provide you feedback when appropriate. I will support you and help you identify, develop, and implement the tools necessary to manage personal and/or professional stressors. I will help you identify ways on how to improve your wellbeing and resiliency. If we identify needs to further support you outside of this wellness session, I will transparently provide recommendations to seek further support from your EAP provider, or other professionals when appropriate.

I look forward to meeting you!

In gratitude,

Ignacio "Nacho" Enriquez Jr., MSE, LPC
Owner – Ascent Consulting, LLC
www.ascentwi.com



IGNACIO ENRIQUEZ, JR.

P.O. Box 2641, Appleton, WI 54912-2641 | 920.585.6477 | ienriquez@ascentwi.com

SUMMARY

- Empathetic and creative leader with exceptional abilities to inspire and nurture development of individuals and organizations in a compassionate way
- Licensed Professional Counselor distinguished for team-building and expert conflict resolution
- Innovative entrepreneur with profound communication, active listening, interviewing, and motivation skills
- Highly capable group facilitator and trainer with extensive experience creating and delivering trainings for government agencies, non-profits, and private companies for groups as large as 100+
- Bilingual (Spanish)

PROFESSIONAL EXPERIENCE

Ascent Consulting LLC

2018 to Present

Owner/ Operator

- Develop, conduct, and evaluate trainings for large, global, manufacturing corporations, government agencies, and non-profits located in the Fox Valley on topics including leadership development, professional communications, crisis de-escalation, mental health awareness, and wellness/resilience
- Negotiate contracts with vendors, and clients for different contracting purposes
- Created and designed course content, lesson plans, and audio-visual aids capable of being delivered in person, or remotely, using digital technology
- Develop and grow relationships with business partners and community stakeholders
- Employed marketing and communication strategies to increase exposure and promotion of Ascent brand and related activities through social media, digital mediums, print, and presentations

Appleton Police Department –

2008 to Present

Senior Sergeant, Patrol/ School Resource Officer/ Behavioral Health Officer

- Created the Behavioral Health Officer position to address mental health/AODA needs in the community and within multiple law enforcement agencies across the Fox Valley
- Represent the police department's interests at mental-health related meetings/committees with local healthcare systems, hospitals, governmental support agencies, and Outagamie County diversionary courts
- Serve as agency expert on mental health and substance abuse issues by creating relevant training, coordinating the work of Crisis Intervention Team-trained officers, developing and communicating advisory mental health bulletins for individuals in the community who have recurring calls for service
- Serve as the primary point of contact for the APD's Law Enforcement Addiction Assistance Program (LEAAP) and for other AODA-related issues as needed
- Develop, conduct, and evaluate training for police department staff, community partners, and community members on a wide variety of topics including, mental health, crisis de-escalation, wellness, and resilience

- Actively contribute to the creation and evaluation of mental health related policies for the department and make recommendations to enhance outcome and ensure policies remain current with best practices

Ventura County Probation Agency –Ventura, CA

2002 to 2007

Corrections Services Officer I/ Student Aide

- Supervised large, diverse groups of adolescents inside a secured treatment facility
- Maintained detailed written records regarding individual and group behavior, health maintenance, and drug or alcohol issues per agency policies
- Served as shift leader delegating responsibilities to other employees as needed
- Mentored 100+ adolescents by providing them developmental training and feedback related to personal improvement and educational goals in individual and group settings
- Managed and audited over 500 confidential probation case files

EDUCATION

University of Wisconsin Oshkosh-- Oshkosh, WI

Master of Science in Education (2015)

Community Mental Health Emphasis

California State University Northridge -- Northridge, CA

Bachelor of Arts, Sociology, with Criminology Emphasis (2003)

PROFESSIONAL TRAININGS

Fox Cities Chamber of Commerce Leadership Fox Cities Graduate

Licensed Professional Counselor - WI Department of Safety and Professional Services

Certified Psychological Autopsy Investigator – American Association of Suicidology (AAS)

CIT International Certified Crisis Intervention Team Coordinator

FBI Officer Resiliency, Safety, and Wellness Forum

Force Science Institute Realistic De-escalation

Law Enforcement Suicide Prevention Training of Trainers

FBI Comprehensive Officer Resilience Train the Trainer

Crisis Hostage Negotiations – Level II

Critical Incident Stress Management - International Critical Incident Stress Foundation

Advanced Forensic Interviewing of Children - Children's Hospital of Wisconsin

FBI Basic Crisis Negotiation Course

Wisconsin Department of Justice Instructor Development Course

Appleton Police Department Field Training Officer

COMMUNITY LEADERSHIP

Fox Cities Future 15 Young Professional Award Recipient (2020)

Bright Idea Fund Committee – Community Foundation for the Fox Valley (2019-Present)

Equity and Diversity Committee Appleton Area School District (2013 to 2017)

FVTC School Resource Officer Training Committee (2013 to 2017)

Appleton Police Department Strategic Plan Committee (2013 to 2014)



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is made as of this 14th day of June 2023 (the “**Effective Date**”), between Ascent Consulting, LLC, a Wisconsin limited liability company (“**Ascent**”), and Village of Hobart – Lawrence Police Department, a Wisconsin police agency (“**Client**,” each a “**Party**” and collectively with Ascent, the “**Parties**”).

I. SCOPE OF WORK

- A. Services and Forms. Subject to the terms and conditions of this Agreement, Ascent will provide to Client certain mental health wellness consulting services, which may include, among other things, individual or group counseling and organizational training services, as may be requested by Client and specified in one or more statements of work (each a “**SOW**,” attached hereto as a template and **Exhibit A** collectively) (the “**Services**”). Each SOW must be executed by both Parties and specify, without limitation, the scope, objective, time frame of the work and agreed upon rates or fees, as applicable. All changes to the scope, duration, or any other aspects of a SOW must be agreed upon and documented in a written amendment to the applicable SOW. Individuals who participate in the Services provided to Client or utilize the Materials, whether employees, contractors, or job candidates, are referred to herein as “**Participants**.”

II. PERFORMANCE OF SERVICES

- A. Ascent Personnel. Ascent will determine the methods of performing the Services in its own discretion and act as an independent contractor. Client is not authorized to direct Ascent to terminate the employment (or contract) of any of Ascent’s employees (or contractors). To the extent that any SOW requires performance by Ascent at Client facilities, Ascent personnel will comply with reasonable Client-provided policies and procedures regarding workplace conduct, access, security and use of Client facilities, systems, and property.
- B. Applicable Laws and Personnel. In its performance of Services, Ascent and its personnel will reasonably comply with all applicable laws and regulations, and shall secure and maintain all licenses and permits required by applicable law for the performance of the Services. Client will promptly notify Ascent upon the occurrence of the filing of a claim or lawsuit by a Participant, initiation of an investigation by a Participant or government agency, initiation of a government agency audit, or disposition of a claim or lawsuit that relates to any Services provided hereunder.
- C. Cooperation. Client shall, from time to time upon reasonable request and notice from Ascent, provide Ascent with any and all information necessary for Ascent to perform its obligations hereunder, and shall execute such agreements, documents and instruments as Ascent shall deem reasonably necessary to perform its obligations hereunder.
- D. Ascent Representations and Warranties. Ascent represents and warrants that: (i) Services will be rendered in a competent, professional manner, with promptness and diligence; and (ii) Ascent is the lawful owner or licensee of any proprietary Materials used in the performance of the Services contemplated hereunder, and Ascent has the right to permit Client use of such proprietary Material and such will not infringe the intellectual property or other rights of any third party. THE FOREGOING ARE ASCENT’S EXCLUSIVE WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

III. SERVICE FEES

- A. Term. This Agreement will commence on the Effective Date and will continue in full force and effect for one (1) year (the “**Initial Term**”) unless or until terminated in accordance with the terms of Article VI of this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for a one (1) year term unless terminated (collectively with the Initial Term, the “**Term**”). The duration of each SOW will be specified in the applicable SOW. In the event the term of an SOW extends beyond the Term of this Agreement, the provisions of this Agreement shall continue to apply to all Services provided thereunder.
- B. Fees and Invoicing. Fees and pricing for the Services will be set forth in each SOW. Ascent will invoice Client upon the schedule set forth in the applicable SOW. Payment is due thirty (30) days after the date of each invoice. Ascent reserves the right to suspend the provision of any Services if Client fails to pay any undisputed amounts/fees when due hereunder. Ascent will invoice as Services are performed and for expenses as incurred. Client shall reimburse Ascent for all reasonable out-of-pocket travel expenses incurred by Ascent personnel, including round-trip coach class airfare and reasonable ground transportation, lodging and meals, within thirty (30) days of receipt by Client of an invoice from Ascent accompanied by receipts or other reasonable supporting documentation.
- C. Taxes. Pricing of Services is not inclusive of taxes. Client shall pay all sales and use taxes, and any other similar taxes, duties and charges of any kind (collectively, “**Taxes**”) imposed in connection with Ascent’s provision of the Services. Client shall provide any applicable tax exemption claims in writing to Ascent in advance of placing an order. Ascent shall be solely responsible for all Taxes associated with or assessed on its income, revenue, gross receipts, personnel, or real or personal property or other assets.
- D. Cancellation/Rescheduling Terms. In the event Client or Ascent cancels or reschedules any session of group consulting or organizational training Services, the cancelling or rescheduling Party will pay for all non-refundable costs incurred by the other Party. Client also agrees to pay Ascent a cancellation/rescheduling fee for each such session that is canceled or rescheduled by Client and the fee will be per the below chart.

Cancellation/Rescheduling	Cancellation/Rescheduling Fee
1-0 business days before scheduled session	100% of session fee

IV. OWNERSHIP & CONFIDENTIALITY

- A. General. Ascent shall retain all right, title, and interest in and to all Services, including any Materials (as defined below) provided in connection with the Services. Any Ascent proprietary or Confidential Information used to perform the Services, or included in any Materials, shall remain the exclusive property of Ascent. Except as expressly provided herein, Ascent does not transfer or assign to Client any copyright, trademark, patent, trade secret or other intellectual property rights or interests of any kind of Ascent in the Services or Materials provided under this Agreement or in any related know-how.
- B. Materials. “**Materials**” means all materials, documents, presentations, reports or other copyright-protected deliverables provided to Client by Ascent, regardless of format. Ascent provides Client a non-exclusive, non-transferable, non-sublicensable license to use the Materials for Client’s internal

business purposes in connection with receipt of the Services. However, Client is not granted any right to use the Materials for purposes of conducting its own internal training(s) or to disclose the Materials to any third parties in connection with the delivery of consulting and/or training services either within Client's organization or other organizations. No right to modify, translate, or copy such Materials is given, unless previously provided in writing by Ascent; Ascent will retain copyrights on all modified, copied, and translated Materials. If Materials are to be provided in an electronic format under a particular SOW for client distribution: (1) Ascent shall provide a master electronic file of such Materials for use by Client, in lieu of providing hard copies of Materials; (2) access to such Materials is restricted to Participants in the course for which the Materials were provided; (3) each Participant may print one set of such Materials for personal use during and after attending the specified training or Services meeting; and (4) upon termination or expiration of the applicable SOW, Client shall delete the electronic master file for such Materials.

- C. Confidentiality. In the course of the Parties' performance under this Agreement and each SOW, it is anticipated that each Party (the "**Receiving Party**") will acquire knowledge of certain nonpublic or proprietary information of or relating to the other Party (the "**Disclosing Party**") that Disclosing Party expects to be confidential and proprietary, including without limitation, (i) information regarding business plans or operations; (ii) personal information pertaining to the Disclosing Party's employees, Participants, contractors, or agents; (iii) in the case of Ascent, method of performance of Services and related Materials (including the content and design); and (iv) any other information of a similar nature not generally disclosed by the Disclosing Party to the public, all of which information is referred to collectively hereafter as "**Confidential Information.**" Unless specifically required by this Agreement or applicable law or required or permitted by the Disclosing Party in writing, the Receiving Party shall not use or divulge or disclose to any other person, firm or organization any Confidential Information acquired by it unless such information enters the public domain (through no fault of the receiving party) or becomes known by third parties not under an obligation of confidentiality to the Disclosing Party.
- D. Protection of Participant Information. Many Services provided by Ascent require that Ascent protect the confidentiality and/or anonymity of the Participants and their disclosures in order to maintain the integrity and value of the Services and Ascent's compliance with its legal, regulatory and ethical obligations. As such, Client will not have direct or indirect access to Ascent's records related to performance of the Services, including without limitation, any disclosures or information provided to Ascent at the Participant level. Ascent shall not, directly or indirectly, provide Client with any the results of any assessments, wellness checks, counseling or other health information provided by a Participant in connection with the Services unless specifically permitted by law and approved by the Participant.

V. LIMITATION OF LIABILITY

NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. ASCENT'S MAXIMUM LIABILITY TO THE CLIENT RELATING TO THIS AGREEMENT OR ASCENT'S PERFORMANCE OR NONPERFORMANCE HEREUNDER SHALL BE LIMITED IN THE AGGREGATE VALUE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTH PERIOD.

VI. TERMINATION

- A. Termination for Convenience. Either Party may terminate this Agreement without regard to cause upon thirty (30) business days' prior written notice to the other Party.
- B. Termination for Cause. This Agreement may be terminated immediately by a Party if the other: (i) commits a material breach of this Agreement, which breach has not been cured after the breaching Party receives ten (10) business days' advance written notice with the specifics of the breach to be cured; or (ii) appoints a receiver, liquidator, assignee, or trustee or files under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of a petition for relief, or the filing against such Party under Title 11 of the United States Code or any other applicable Federal or State bankruptcy, insolvency or other similar law of an involuntary petition which remains undismissed or unstayed for a period of thirty (30) consecutive days, or such Party consents to the filing of such a petition.
- C. Consequences of Termination. Upon termination of this Agreement for any reason:
 - (i) Ascent and Client will account to each other for all matters outstanding with respect to this Agreement, and Ascent will deliver to Client a final accounting of all amounts due hereunder. Client shall, within thirty (30) days after delivery of the final accounting, pay to Ascent all amounts due.
 - (ii) Client shall promptly return all Ascent property in any format (including all source files of Materials, if applicable) and will discontinue use of all Services. Client is not required to return Participant Materials that have been already distributed to Participants under this Agreement.

The termination of this Agreement will not affect the rights of either Party with respect to any damages it has suffered because of any breach of this Agreement, nor will it affect the rights or obligations of any Party hereto arising out of events occurring prior to the date of termination. The obligations of indemnification and confidentiality, and other obligations which by their nature would continue after termination, will survive the expiration or termination of this Agreement.

VII. GENERAL

- A. Non-Solicitation of Employees. During the Term of this Agreement, and for one (1) year thereafter, Client shall not, either directly or indirectly, on their own behalf or on behalf of any other person, firm, or organization: (i) solicit an employee or contractor of Ascent, who is directly involved in the provision of Services, to leave the employ of or engagement by Ascent, or (ii) induce such employee or contractor to breach any employment agreement or services contract with Ascent. This restriction shall not apply to a Client soliciting employment through general public advertisements.
- B. Assignment. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. Neither Party may assign any of its rights and/or delegate any of its obligations under this Agreement without the other Party's prior written consent. Any purported assignment or delegation in violation of this Section VII.A shall be null and void.
- C. Entire Agreement. This Agreement, together with all SOWs, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior agreements with respect to such subject matter. No modification, waiver, or discharge

hereof will be valid unless in writing and signed by an authorized representative of both Parties.

- D. Notices. All notices, requests, demands and determinations under this Agreement will be in writing and will be deemed duly given and received upon actual receipt (or independent confirmation thereof) by the following designees; however, a Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

If to Ascent:

Ascent Consulting, LLC
P.O. Box 2641
Appleton, WI 54912-2641
Attn: Ignacio Enriquez, Jr.

If to Client:

Village of Hobart – Lawrence Police PD
2990 S. Pine Tree Road
Hobart, WI 54155
Attn: _____

- E. Governing Law; Venue; Jurisdiction. This Agreement and performance under it will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to choice of law principles. Venue and jurisdiction for any action or claim arising out of or relating to this Agreement shall be in the state and federal courts located in Green Bay, Wisconsin. The Parties consent to the venue and jurisdiction of such courts and waive any objections to such.
- F. Relationship of Parties. Ascent is an independent contractor and nothing in this Agreement is intended nor shall be construed to create any joint venture or employment relationship between the Parties. No employee or agent of either Party may be deemed an employee or agent of the other Party by reason of this Agreement. Ascent shall be fully responsible for all tax liabilities arising from its status as an independent contractor. Each Party shall reasonably notify the other Party and permit the other Party to participate in the resolution of any inquiry or audit related to Ascent's status as an independent contractor.
- G. Severability and Survival. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision. Any invalid provision will be severed from this Agreement and the remainder of the Agreement will be enforced to the maximum extent permitted by applicable law and in keeping with the original intention of the Parties. Any provision of this Agreement that contemplates performance or observance after termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.
- H. Force Majeure. Ascent will not be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, epidemics, pandemics, governmental orders, civil disorders, strikes, lock-outs, embargoes, or any other cause beyond the reasonable control of Ascent.
- I. Authority. Each Party executing this Agreement hereby warrants: (a) the entity on whose behalf such person is signing is duly organized and validly existing under the laws of its state of organization; (b) such entity has full right and authority to enter into this Agreement and to perform all its obligations hereunder; and (c) each person signing this Agreement is duly and validly authorized to do so.
- J. Counterparts. This Agreement and any SOW may be executed in two or more counterparts,


including counterparts transmitted by in electronic (.pdf) format, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

ASCENT:

Ascent Consulting, LLC

By: 

Ignacio Enriquez, Jr., Member

CLIENT:

Village of Hobart – Lawrence PD

By: _____
Name: _____
Title: _____



EXHIBIT A

Form of Statement of Work

STATEMENT OF WORK No. 1

THIS STATEMENT OF WORK ("SOW"), dated June 14, 2023 ("**Effective Date**"), is entered into by and between Ascent Consulting, LLC, a Wisconsin limited liability company ("**Ascent**"), and Village of Hobart - Lawrence Police Department, a Wisconsin police agency ("**Client**") pursuant to the Master Services Agreement dated as of June 14, 2023 by and between Ascent and Client, all terms of which are hereby incorporated herein by this reference.

I. DESCRIPTION OF SERVICES:

a. Core Components:

- i.** Ascent will provide mental health consulting services to Village of Hobart – Lawrence Police Department personnel (the "**Participants**" for purposes of this SOW) and, when appropriate, refer such Participants to an outside licensed mental health professional. All individual consulting services (and any related referrals) shall be performed on a confidential basis.
- ii.** Individual consultations will include standard clinical evaluations of general mental health as determined by Ascent, as well as a discussion and investigation of more specialized concerns affecting Client personnel. Consultations will also include general mental health assessment, resiliency assessment (e.g., work/life balance, social support, lifestyle factors) and review of job-related stressors to provide a framework of consistent support.
- iii.** The primary goal of the consulting services is to provide Participant's with support as they work to identify, develop, and implement the tools and resources necessary to (i) manage personal and professional stress, (ii) identify and manage issues related to mental health and psychological or mental illness, and (iii) improve interpersonal aspects of the operations of their agencies.
 1. Consultations will provide prevention, education, and early intervention in the case of any identified mental health challenges or concerns.
 2. Consultations will include particular focus on (and express discussion and acknowledgement of) ISSUES OF CONFIDENTIALITY.
- iv.** Ascent's individual consulting services are not a medical and/or psychological treatment and Ascent does not make any representations, warranties or similar statements as to its intent or ability to prevent or cure to any medical and/or psychological ailment(s).
- v.** Ascent will promptly notify Client if:
 1. Ascent reasonably believes that there is a serious risk of harm or danger to a Participant or other third party if the specific facts or other information is not disclosed.

2. Ascent reasonably believes that failure to disclose the specific facts or other information would (i) expose Ascent to civil or criminal liability or (ii) be inconsistent with professional ethics in its field.
3. A Participant has given written or verbal consent to Ascent's disclosure to Village of Hobart - Lawrence Police Department Administration or others.

b. Performance of Services

- i. Ascent will conduct annual general, individual consultations with 16 Participants, which consultations will occur once per calendar year. The type/scope of disclosures during, results of, or conclusions from these consultations will not be shared with the Village of Hobart - Lawrence Police Department; provided, that Client may request that Ascent provide (for an additional fee) general, anonymized summaries of results and/or conclusions from the Services for Client's general use for mental health awareness and internal training/development purposes.
- ii. Each consultation provided by Ascent will be facilitated in person at designated space provided by Village of Hobart – Lawrence Police Department. Each session will be approximately 45-minutes in length.
- iii. Ascent will provide a telephone number, email, and contact information for Client to schedule personnel appointments.

Description of Services	Rates & Fees	Quantity	Total
1. Individual Consultations, including: <ul style="list-style-type: none"> • 45-50 minutes in person consultation session, per person • HIPAA compliant consultations 	\$150.00/ea	16 Participants Services to be provided 1 time per person (as detailed below)	\$2,400.00
2. Added Expenses: <ul style="list-style-type: none"> • A half-day to one full day of implementation planning • Travel and meals to Hobart - Lawrence Police Department 	\$450.00	3 days total	\$450.00

TOTALS: \$2850.00

II. ADDITIONAL TERMS:

1. Performance Period/Dates:

- Individual Sessions: To be completed September 5, 6, and 7 2023 (3-days total). The days to facilitate and deliver in person at the Hobart – Lawrence Police Department.
 - i. Ascent will provide 16 individual wellness sessions completed in person at space provided by Village of Hobart – Lawrence Police Department. Each session will be approximately 45-minutes in length.

2. Location(s):

- ALL sessions will be delivered in person in Village of Hobart – Lawrence at a private location identified by Village of Hobart - Lawrence Police Department.

3. Client Obligations or Deliverables:

- Participants will be responsible for being available and able to complete their individual consultation session(s) as scheduled.

IN WITNESS WHEREOF, the Parties have each caused this SOW to be signed and delivered by its duly authorized officer, as of the Effective Date.

ASCENT:

CLIENT:

Ascent Consulting, LLC

Village of Hobart – Lawrence PD

By: 
 Ignacio Enriquez, Jr., Member

By: _____
 Name: _____
 Title: _____

PROPOSED TIF DISTRICT #3 BOUNDARY AND ELIGIBLE PROJECT EXPENSES

**** Properties included in TIF District need to be in Sewer Service Area (blue highlight below)**

Yellow boundary – parcels currently confirmed in Sewer Service Area

Green boundary – parcels imminently included in Sewer Service Area, not yet final

Projects to Consider:

- A- Water/Sewer Utility Extensions from Shady Court to the southern extent of JFTCO/Fabick Site – **est. \$2.7 million**
- B- New Roundabout to be considered at Freedom Road/Williams Grant – **est. \$750,000**
- C- General Water/Sewer/Road Extensions for Future Development – Cost: **\$3 million, placeholder?**
- D- General Incentive Amount to be Further Detailed in Future - **Cost TBD.**

