Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, August 14, 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 July 24, 2023, Town Board Meeting
7. Consideration of payment of due invoices
8. Review of Recommendations and Reports from Planning & Zoning Board
    a. Consideration of 2 Lot Certified Survey Map (CSM) at 3242 Williams Grant Drive, Parcel L-72-3 by Mark Sheriff.
    b. Consideration to *SET A PUBLIC HEARING DATE* for Zoning Amendment to re-zone from Agricultural Zone (A-1) to Business Commercial (B-1) with Conditional Use Permit (CUP) for Mini Warehouse Facility at 2750 Little Rapids Road on Parcel L-1294 by Vierbicher.
    c. Consideration of 3 Lot Certified Survey Map (CSM) at 0 Williams Grant Drive, Parcel L-169 by Vierbicher.
    d. Consideration to *SET A PUBLIC HEARING DATE* for Zoning Amendment to re-zone Lots 1, 2, 3 of the above CSM from Agricultural Zone (A-1) to Residential (R-1) at 0 Williams Grant Drive on Parcel L-169 by Vierbicher.
9. Consideration of Grant Application and Submission Consultant Proposal for new Fire Dept Radios
10. Discussion of Proposed Ordinance 2023-003 -Amend & Replace § 204-1 - Use of Cigarette, Tobacco Products or Other Smoking Electronic Delivery Devices Prohibited or other Tobacco Restrictions.
11. Consideration of Design/Traffic Management Consultant – Mid Valley Bridge near Plank Road
12. Consideration of Proposal for Pickle Ball Courts Design Consultant – Quarry Park
13. Consideration of Proposal for New Window Installation – Police Office and Front Counter
14. Consideration of Amended West De Pere Schools Hobart-Lawrence Police SRO/Liaison Contract – Update Title of Position
15. Consideration of Proposal for Town Hall Internet/Fiber Service Provider
16. Consideration of Pay Requests for 2023 Town Road Improvement/Paving – MCC, Inc.
17. Consideration of Schedule/Steps to Consider Creation of TIF District #3 – Mid Valley Dr/Freedom Rd
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 Development and general Land Sale/Acquisition)*
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 August 11, 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, July 24, 2023

1. Call to Order

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

2. Roll Call

Present In-Person

Chairman:	Dr. Lanny Tibaldo
Supervisors:	Kevin Brienen, Lori Frigo, Kari Vannieuwenhoven. Bill Bain arrived after roll call as noted.
Others in Attendance:	Patrick Wetzel, Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director.

3. Pledge of Allegiance

4. Approve Agenda

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

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

None.

6. Consider minutes of the July 10, 2023, Town Board Meeting:

Supervisor Brienen made the motion to approve the July 10, 2023, Town Board meeting minutes as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Public Hearing: Request for a Conditional Use Permit for more than two dogs on Parcel L-878 at 920 Chelsea Court, by Brian & Kaleena Cagle:

Supervisor Vannieuwenhoven made the motion to open the public hearing at 6:36pm. Supervisor Frigo seconded the motion. The motion carried unanimously.

Scott Beining introduced the request made by Brian and Kaleena Cagle for a conditional use permit for more than two dogs at 920 Chelsea Court. The Cagle's would like to own/foster up to 4 dogs. All dogs are to be licensed and kept in accordance to the ordinance.

Resident Kaleena Cagle, 920 Chelsea Court, spoke in favor of her request for a conditional use request.

Residents, Jay & Mary Kennard, 921 Chelsea Ct., provided written comments in favor of the conditional use request.

Residents, Kathy & Dave Schlitz, 1663 Silhouette Ln., provided written comments in favor of the conditional use request.

Resident, Mary Seefeldt, 1617 Silhouette Ln., provided written comments in favor of the conditional use request.

Amy Kluth, 5128 Algoma Rd, New Franken, provided written comments in favor of the conditional use request.

Nicole Litkey, 545 E. Allouez Ave, Green Bay, provided written comments in favor of the conditional use request.

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

DRAFT

Supervisor Brienen made the motion to close the public hearing at 6:38pm. Supervisor Frigo seconded the motion. The motion carried unanimously.

9. **Consideration of request for a Conditional Use Permit for more than two dogs on Parcel L-878 at 920 Chelsea Court, by Brian & Kaleena Cagle:**

   Supervisor Brienen made a motion to approve the request for a Conditional Use Permit for more than two dogs on Parcel L-878 at 920 Chelsea Court by Brian & Kaleena Cagle including the recommendations by Planning & Zoning as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

10. **Public Hearing:** Request to change the zoning of parcel L-161-1-1 from Agriculture (A-1) to Residential (R-1) on Nutmeg, by Colin & Lindsay Wagner:

    Supervisor Frigo made the motion to open the public hearing at 6:40pm. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

    Scott Beining introduced the request for change of zoning from Colin & Lindsay Wagner on Nutmeg. This parcel was created as a remnant of the adjacent plat recorded, Derouin Estates. The property is 3.5 acres and complies with all requirements of R-1 zoning.

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

    Supervisor Frigo made the motion to close the public hearing at 6:43pm. Supervisor Brienen seconded the motion. The motion carried unanimously.

11. **Consideration of request to change the zoning of parcel L-161-1-1 from Agriculture (A-1) to Residential (R-1) on Nutmeg, by Colin & Lindsay Wagner:**

    Supervisor Frigo made the motion to approve the request to change the zoning of parcel L-161-1-1 from Agriculture (A-1) to Residential (R-1) on Nutmeg, by Colin & Lindsay Wagner as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

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

    a. **Consideration of Final Plat Review for Lawrence Parkway 1st Addition by Town of Lawrence:**

       Supervisor Brienen made the motion to approve the Final Plat Review for Lawrence Parkway 1st Addition by Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

       Supervisor Bain arrived at 6:45pm.

    b. **Consideration of Preliminary Plat for Little Rapids Subdivision, Parcel L-2184 by Town of Lawrence:**

       Supervisor Brienen made the motion to approve the Preliminary Plat for Little Rapids Subdivision, Parcel L-2184 by Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

    c. **Consideration of 2 Lot Certified Survey Map (CSM) at 2851 American Blvd, Parcel L-2191 by Town of Lawrence:**

       Supervisor Frigo made the motion to approve the 2 Lot Certified Survey Map (CSM) at 2851 American Blvd, Parcel L-2191 by Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

    d. **Consideration of 3 Lot Certified Survey Map (CSM) at 2854 American Blvd, Parcel L-2186 by Town of Lawrence:**

       Supervisor Bain made the motion to approve the 3 Lot Certified Survey Map (CSM) at 2854 American Blvd, Parcel L-2186 by Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

13. **Consideration of Tree Cutting/Removal Proposal at Lawrence Cemetery – Yesterday's Trees:**

    Supervisor Brienen made the motion to approve Tree Cutting/Removal Proposal at Lawrence Cemetery by Yesterday's Trees as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

14. **Consideration of Quote for Second Driveway and Parking Lot Expansion to North of Town Hall:**

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Supervisor Brienen made the motion to approve Quote for second driveway and parking lot expansion to north of Town Hall as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

15. **Consideration of Quote for General Town-wide Curb & Gutter Repair Work – P & K Flatwork:**
    Supervisor Vannieuwenhoven made the motion to approve quote for general town-wide curb & gutter repair work by P & K Flatwork as presented. Supervisor Bain seconded the motion. The motion carried unanimously.
16. **Consideration of Quote for Soil Boring Services for Upcoming Mid Valley Utility Extension Project:**
    Supervisor Bain made the motion to approve quote from PSI/Intertek for soil boring services for upcoming Mid Valley Utility Extension Project as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
17. **Consideration of Credit Card Acceptance Solution – Certified Payments Agreement:**
    Supervisor Frigo made the motion to approve credit card acceptance solution by Certified Payments Agreement as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
18. **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 gave an update to consider creating a TID #3 along Mid Valley Drive and Freedom Road.
19. **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(s).
20. **Administrator/Staff Reports**
    Staff reports were given.
21. **Future Agenda Items:**
    a. Financing for Parking Lot Expansion at Town Hall
22. **Closed Session:** No action taken.
23. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**
    No action taken.
24. **Adjourn:**
    Chairman Tibaldo made the motion at 7:51pm to adjourn the meeting. Supervisor Frigo seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

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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	3PM2939726	Fire Dept Apparel	07/28/2023	2,408.10	.00		
1101	AIA Corporation	3PM2949865	Fire Dept Apparel	07/28/2023	27.25	.00		
	Total AIA Corporation:				2,435.35	.00		
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	45741	Microsoft Office-Anti Virus	08/01/2023	402.50	.00		
869	AIT Business Technologies, LLC	45742	Server Backup	08/01/2023	199.99	.00		
869	AIT Business Technologies, LLC	45743	IT Services	08/01/2023	629.99	.00		
869	AIT Business Technologies, LLC	45744	Water Telephone	08/01/2023	75.00	.00		
869	AIT Business Technologies, LLC	45744	Sewer Telephone	08/01/2023	75.00	.00		
869	AIT Business Technologies, LLC	45744	Telephone Service	08/01/2023	150.00	.00		
	Total AIT Business Technologies, LLC:				1,532.48	.00		
Ambrosius Sales & Service								
22	Ambrosius Sales & Service	59447	Chainsaw	08/10/2023	9.92	.00		
	Total Ambrosius Sales & Service:				9.92	.00		
Associated Appraisal Consultan, Inc								
31	Associated Appraisal Consultan, I	169623	Town Assessor	08/01/2023	1,428.03	.00		
	Total Associated Appraisal Consultan, Inc:				1,428.03	.00		
Aurora Health Care								
36	Aurora Health Care	1645009	CDL Drug Testing Fee - SWF	07/30/2023	20.75	.00		
36	Aurora Health Care	1645009	CDL Drug Testing Fee - WF	07/30/2023	20.75	.00		
36	Aurora Health Care	1645009	CDL Drug Testing Fee - GF	07/30/2023	20.75	.00		
36	Aurora Health Care	1645009	CDL Drug Testing Fee - SF	07/30/2023	20.75	.00		
	Total Aurora Health Care:				83.00	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80135081	Cellular LTE Service Unit	07/29/2023	30.07	.00		
	Total Badger Meter, Inc:				30.07	.00		
Barrier Security Systems LLC								
916	Barrier Security Systems LLC	8186	Security Monitoring	08/01/2023	899.40	.00		
	Total Barrier Security Systems LLC:				899.40	.00		
Brown County Port & Resource Recovery								
73	Brown County Port & Resource R	55142	Recycling	07/31/2023	485.28	.00		
73	Brown County Port & Resource R	55142	Trash Collection - Sharps	07/31/2023	13.57	.00		
73	Brown County Port & Resource R	55142	Trash Collection	07/31/2023	8,633.82	.00		
	Total Brown County Port & Resource Recovery:				9,132.67	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Central Brown County Water Authority								
93	Central Brown County Water Auth	3387	July Water Billing	08/07/2023	43,116.59	.00		
	Total Central Brown County Water Authority:				43,116.59	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9007693085	Water Testing	07/19/2023	32.00	.00		
	Total Clean Water Testing LLC:				32.00	.00		
Core & Main LP								
200	Core & Main LP	T292538	Valve Box Riser	07/28/2023	1,500.00	.00		
200	Core & Main LP	T325270	Valve Box Riser	08/03/2023	234.00	.00		
	Total Core & Main LP:				1,734.00	.00		
Diggers Hotline								
125	Diggers Hotline	230 7 19551	WF-Locate Service	07/31/2023	107.01	.00		
125	Diggers Hotline	230 7 19551	SF-Locate Service	07/31/2023	107.01	.00		
	Total Diggers Hotline:				214.02	.00		
Engebos Heating & Cooling, Inc								
146	Engebos Heating & Cooling, Inc	1540	Town Hall Equipment Maintenanc	06/13/2023	758.00	.00		
	Total Engebos Heating & Cooling, Inc:				758.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1036	Electrical Inspection-1680 Mid Vall	07/23/2023	200.50	.00		
	Total Fameree Consulting & Inspection:				200.50	.00		
GFL Solid Waste Midwest, LLC								
1015	GFL Solid Waste Midwest, LLC	U60000162253	Recycling	07/20/2023	6,951.13	.00		
1015	GFL Solid Waste Midwest, LLC	U60000162253	Garbage	07/20/2023	12,170.25	.00		
	Total GFL Solid Waste Midwest, LLC:				19,121.38	.00		
Hongisto, Melissa								
1143	Hongisto, Melissa	080223	Seminar/Conference	08/02/2023	139.00	.00		
1143	Hongisto, Melissa	080223	Membership Dues	08/02/2023	50.00	.00		
	Total Hongisto, Melissa:				189.00	.00		
Jim's Johns, Inc.								
233	Jim's Johns, Inc.	17884	Park Portable Restroom	07/31/2023	299.00	.00		
	Total Jim's Johns, Inc.:				299.00	.00		
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	071023	Mid Valley Road	07/31/2023	3,770.83	.00		
253	Kocken Bros Trucking & Excavati	071223	Williams Grant	07/31/2023	877.56	.00		
253	Kocken Bros Trucking & Excavati	071723	Whispering Oaks	07/31/2023	1,189.65	.00		
	Total Kocken Bros Trucking & Excavating:				5,838.04	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Konop Beverages, Inc								
255	Konop Beverages, Inc	454943	Water Town Hall	07/26/2023	18.00	.00		
	Total Konop Beverages, Inc:				18.00	.00		
Level 3 Communications LLC								
631	Level 3 Communications LLC	648201234	Phone Services	07/01/2023	1,353.89	.00		
	Total Level 3 Communications LLC:				1,353.89	.00		
Meacham Development								
599	Meacham Development	23-03-0001	Contractor Deposit Refund-2911/2	08/02/2023	1,000.00	.00		
	Total Meacham Development:				1,000.00	.00		
Menards Inc								
286	Menards Inc	19198	Truck #11	08/02/2023	56.92	.00		
286	Menards Inc	19229	Park	08/03/2023	44.98	.00		
	Total Menards Inc:				101.90	.00		
Miller-Bradford & Riseberg Inc								
301	Miller-Bradford & Riseberg Inc	P1825305	Loader Repair	07/25/2023	20.25	.00		
	Total Miller-Bradford & Riseberg Inc:				20.25	.00		
NAPA								
306	NAPA	393691	Lawn mower	07/31/2023	3.69	.00		
	Total NAPA:				3.69	.00		
Northeast Asphalt Inc.								
311	Northeast Asphalt Inc.	1879085	Shouldering	07/27/2023	174.88	.00		
	Total Northeast Asphalt Inc.:				174.88	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	191494	Fire dept 2% supplies	08/01/2023	14,334.00	.00		
320	Oshkosh Fire & Police Equipment	191545	Fire Dept Supplies	08/03/2023	515.00	.00		
	Total Oshkosh Fire & Police Equipment:				14,849.00	.00		
QSI, INC								
1088	QSI, INC	970	Truck #F1	06/01/2023	1,660.50	.00		
	Total QSI, INC:				1,660.50	.00		
Quill Corporation								
349	Quill Corporation	33476664	Office Supplies Clerk	07/13/2023	97.99	.00		
349	Quill Corporation	33498047	Office Supplies Clerk	07/14/2023	110.99	.00		
349	Quill Corporation	33572768	Office Supplies-WF	07/19/2023	16.47	.00		
	Total Quill Corporation:				225.45	.00		
R & R Insurance Services, Inc								
1099	R & R Insurance Services, Inc	2883272	Insurance Services	08/02/2023	225.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Total R & R Insurance Services, Inc:				225.00	.00		
Rennert's Fire Equipment Servi, Inc								
360	Rennert's Fire Equipment Servi, In	INV-1066	Pneumatic Actuator	08/04/2023	2,188.96	.00		
	Total Rennert's Fire Equipment Servi, Inc:				2,188.96	.00		
Rent-A-Flash of WI Inc								
361	Rent-A-Flash of WI Inc	86050	Signs	07/06/2023	706.32	.00		
	Total Rent-A-Flash of WI Inc:				706.32	.00		
Rhyme Business Products								
10	Rhyme Business Products	34540084	Copier Lease Payment-SF	07/26/2023	60.67	.00		
10	Rhyme Business Products	34540084	Copier Lease Payment-WF	07/26/2023	60.67	.00		
10	Rhyme Business Products	34540084	Copier Lease Payment -GF	07/26/2023	121.34	.00		
	Total Rhyme Business Products:				242.68	.00		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	072623	Financial Consultant	07/26/2023	1,323.00	.00		
	Total Ruechel, Brian C.:				1,323.00	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0923	Life Insurance	07/31/2023	294.94	.00		
	Total Securian Financial Group, Inc:				294.94	.00		
Southside Tire Co.								
388	Southside Tire Co.	10305484	lawn tire repair	07/28/2023	39.97	.00		
388	Southside Tire Co.	10305587	lawn tire repair	08/01/2023	181.45	.00		
	Total Southside Tire Co.:				221.42	.00		
Weyers Equipment Inc								
460	Weyers Equipment Inc	01-196953	Lawn Mower Maintenance	08/04/2023	47.71	.00		
	Total Weyers Equipment Inc:				47.71	.00		
	Grand Totals:				111,711.04	.00		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

_____

_____

Clerk/Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided

Report Criteria:
Detail report.
Invoices with totals above $.00 included.
Paid and unpaid invoices included.

Agenda Item Review

Meeting Date: 8/14/2023
Agenda Item#: 08

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

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

1. Consideration of 2 Lot Certified Survey Map (CSM) at 3242 Williams Grant Drive, Parcel L-72-3 by Mark Sheriff.

   A variance was granted on 4/24/23 to allow for the approx.. 196' of road frontage instead of the required 200'. Now that the variance was granted we can proceed with the review of the CSM. All other requirements for an ER lot are met. PZ recommends approval of CSM with unanimous vote 8/9/23. Staff recommends approval.

2. Consideration of Zoning Amendment to re-zone from Agricultural Zone (A-1) to Business Commercial (B-1) with Conditional Use Permit (CUP) for Mini Warehouse Facility at 2750 Little Rapids Road on Parcel L-1294 by Vierbicher.

   SET PUBLIC HEARING DATE ONLY

   Rezoning to B-1 with a CUP for mini warehouse development. A list of recommended conditions will be forwarded from PZ.

3. Consideration of 3 Lot Certified Survey Map (CSM) at 0 Williams Grant Drive, Parcel L-169 by Vierbicher.

   All easements have been removed from the previously denied CSM. As presented, it complies with the requirements of R-1 lots. S/W laterals and utilities will need to be installed by owners (with Town review). PZ recommends approval of CSM with unanimous vote 8/9/23. Staff recommend approval.

4. Consideration of Zoning Amendment to re-zone Lots 1, 2, 3 of the above CSM from Agricultural Zone (A-1) to Residential (R-1) at 0 Williams Grant Drive on Parcel L-169 by Vierbicher.

   SET PUBIC HEARING DATE ONLY

   Rezoning from A-1 to R-1 lots per CSM.

23-07-0019
L-72-3

TOWN OF LAWRENCE
CSM REVIEW APPLICATION

GENERAL INFORMATION

Purpose:	A Certified Survey Map (CSM) is a legal recorded property description created in accordance with Wisconsin Statutes 236 and Brown County Ordinances Chapter 21. All CSMs must be created by a registered land surveyor. A CSM can divide property in 1-4 parcels. Five or more parcels require a subdivision plat.
Fee:	$75.00
Meeting Dates/Times:	Meetings of the Planning and Zoning Board occur the second Wednesday of each month at the Lawrence Town Hall, 2400 Shady Ct., De Pere, WI 54115 at 6:00pm. Application and supporting document(s) must be submitted seven (7) days prior to meeting.
Application/Information Submittal:	A completed application along with appropriate fee must be submitted to the Town's Business Office. One (1) complete copy of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
Ordinance:	Town Ordinance § 267-29

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

SECTION 1: APPLICANT INFORMATION

Applicant Name:		
Mailing Address:		
City:	State:	ZIP Code:
Email:		
Phone Number:		

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

Owner/Developer Name: Mark Sheriff, Fox Valley Auto Auction		
Mailing Address: 3266 Williams Grant Drive, P.O. Box 5275		Email: fvaa@foxvalleyautoauction.net
City: DePere	State: WI	ZIP Code: 54115
Email:		
Phone number: 920-336-3122		

SECTION 3: PROJECT OR SITE LOCATION

Project Address: 3242 WILLIAMS GRANT DR DEPERE 54115-9453	Parcel #(s): L-72 and L-72-3
Parcel Size: 8.065 acres	
Current Zoning District: ER: Estate Residential - B1: business / commercial	Frontage: 196.75' / 241.74'

Legal Description: Part of Lot 2 of Certified Survey Map 3224 located in and also part of the Northeast 1/4 of the Southeast 1/4, Section 15, T22N, R19E, Town of Lawrence, Brown County, Wisconsin

TOWN OF LAWRENCE
CSM REVIEW APPLICATION

SECTION 4: CSM INFORMATION

Present Use of Parcel:	
Proposed Use of Lots:	

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

SECTION 5: CERTIFICATION and PERMISSION

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

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

Signature of Applicant:	**Date:**

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

Name:_____ Check #~~2204~~ 2044 Amount: $ 75.-

Date:_____ Meeting Date: 8/9/23

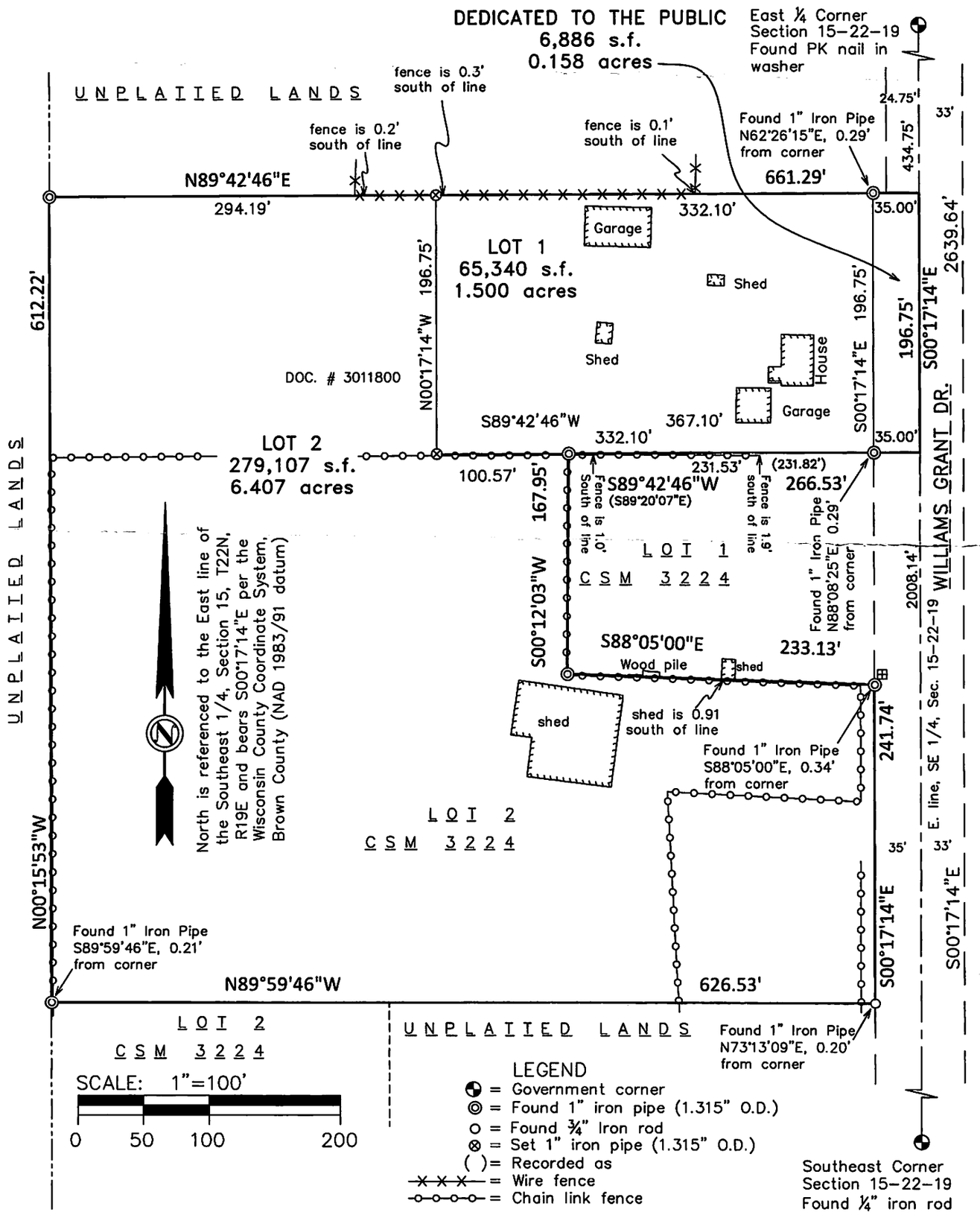
Permit #: 23-07-0019

Parcel #: L-72-3

District:_____ Zoning: _____

Certified Survey Map

Part of Lot 2 of Certified Survey Map 3224
located in and also part of the Northeast ¼
of the Southeast ¼, Section 15, T22N, R19E,
Town of Lawrence, Brown County, Wisconsin



DRAFTED BY:

Hebert Associates, Inc.
Land Surveying
1110 W. Wisconsin Ave. 920-734-8373
Appleton, WI 54914 Fax: 920-734-3968

SHEET #	1 of 3	FILE #	05089M05

David Hebert PLS date

CERTIFIED SURVEY MAP

Part of Lot 2 of Certified Survey Map 3224 located in and also part of the Northeast ¼ of the Southeast ¼, Section 15, T22N, R19E, Town of Lawrence, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE

I, David Hebert, Professional Wisconsin Land Surveyor, do hereby certify that I have surveyed, divided, and mapped all that part of Lot 2 of Certified Survey Map 3224 located in and also part of the Northeast ¼ of the Southeast ¼, Section 15, T22N, R19E, Town of Lawrence, Brown County, Wisconsin, which is more fully described as follows:

Commencing at the East ¼ Corner of said Section 15; thence S00°17'14"E, 434.75 feet along the east line of the Southeast ¼ of said Section 15 to the point of beginning; thence continuing S00°17'14"E, 196.75 feet along said east line; thence S89°42'46"W, 266.53 feet; thence S00°12'03"W, 167.95 feet; thence S88°05'00"E, 233.13 feet; thence S00°17'14"E, 241.74 feet; thence N89°59'46"W, 626.53 feet; thence N00°15'53"W, 612.22 feet; thence N89°42'46"E, 661.29 feet to the point of beginning.

Said parcel contains 8.065 acres of land.

I further certify that this map is a correct representation of the exterior boundaries of the land surveyed, that I have made said division by order and under direction of the owners of said lands and that I have fully complied with the code of ordinances of Brown County, Wisconsin and with Chapter 236.34 of the Wisconsin statutes in surveying, dividing, and mapping the same.

_____

David Hebert PLS Date

Notes:

1. This Certified Survey Map is all of tax parcel #s L-72 and L-72-3
2. The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construct Site Erosion and Sediment Control Technical Standards (available for the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction, the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Restrictive covenant:

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

File # 05089M05

OWNER'S CERTIFICATE

As owner(s), I (we) hereby certify that I (we) caused the land described hereon to be surveyed, (divided, combined, retraced) mapped (and dedicated) as represented on this Certified Survey Map. I (we) also certify that this Certified Survey Map is required to be submitted to the following for approval or objection: (list agencies)

_____

Mark Sheriff, FVAA LLC (Owner) Date

STATE OF WISCONSIN)
COUNTY) ss

Personally came before me this _____ day of _____,20___, the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____ _____

Notary Public, State of Wisconsin My commission expires

TOWN OF LAWRENCE APPROVAL

Approved by the Town of Lawrence this_____ day of_____, 20___. _____

Town Clerk

BROWN COUNTY PLANNING COMMISSION APPROVAL

This Certified Survey Map has been approved for the Brown County Planning Commission this _____day of_____, 20___.

_____

Senior Planner

BROWN COUNTY TREASURER'S CERTIFICATE

I, _____being the duly elected County Treasurer do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the lands included in this Certified Survey Map.

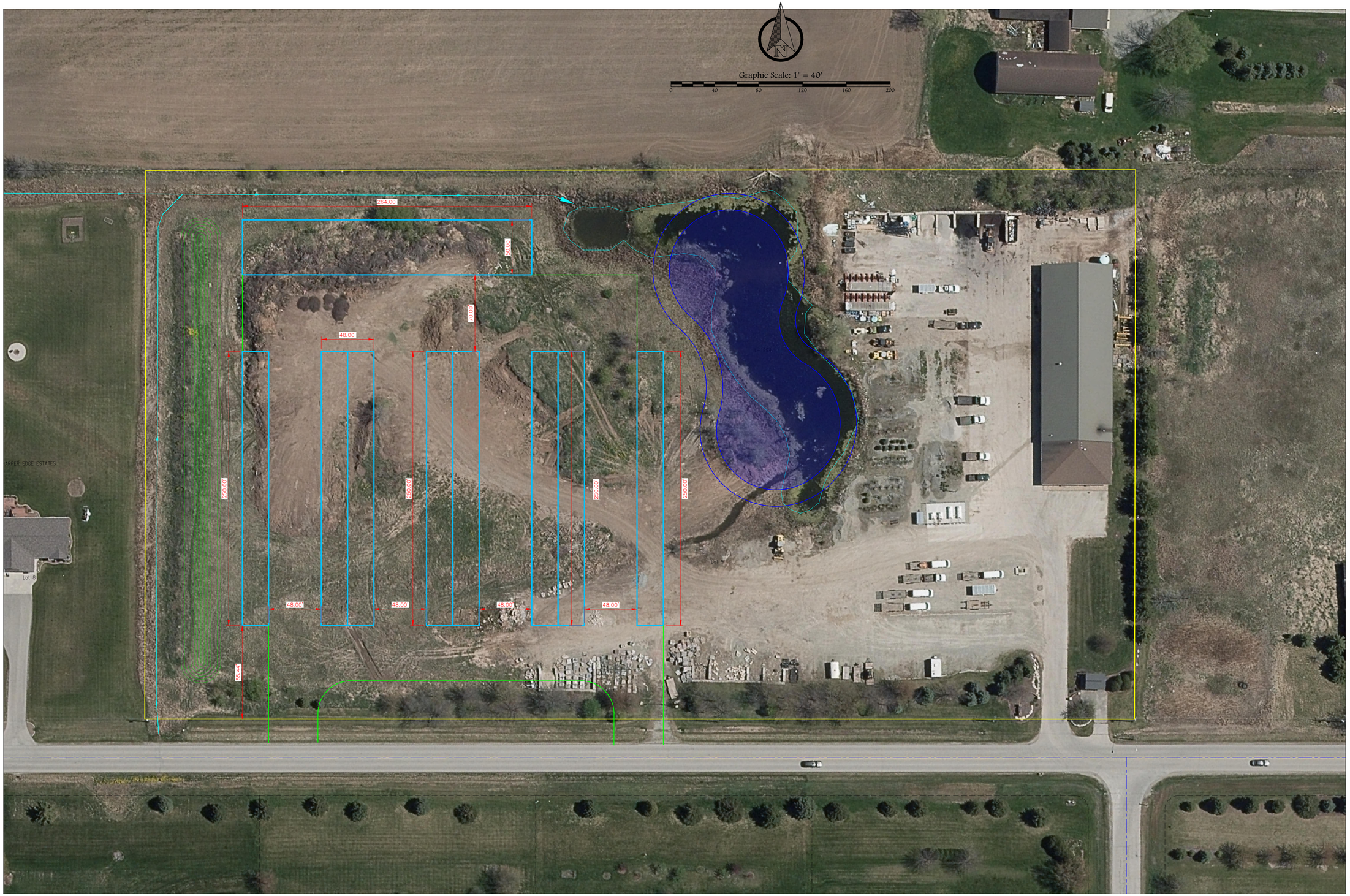
_____ _____

Date Treasurer

_____

David Hebert PLS date

Sheet 3 of 3
File # 05089M05



DESIGNED BY
TAW

DATA FILE
M-2215.txt

DATE
8/1/2023

Number	Date	Comments
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Preliminary Plan
Sharper Edge Landscaping

File: M-2215Layout 053023.dwg

PROJECT NO.
M-2215

SHEET NO.
C3.0

DRAWING NO.
S-XXXX

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

Graphic Scale: 1" = 200'

0 200 400 600

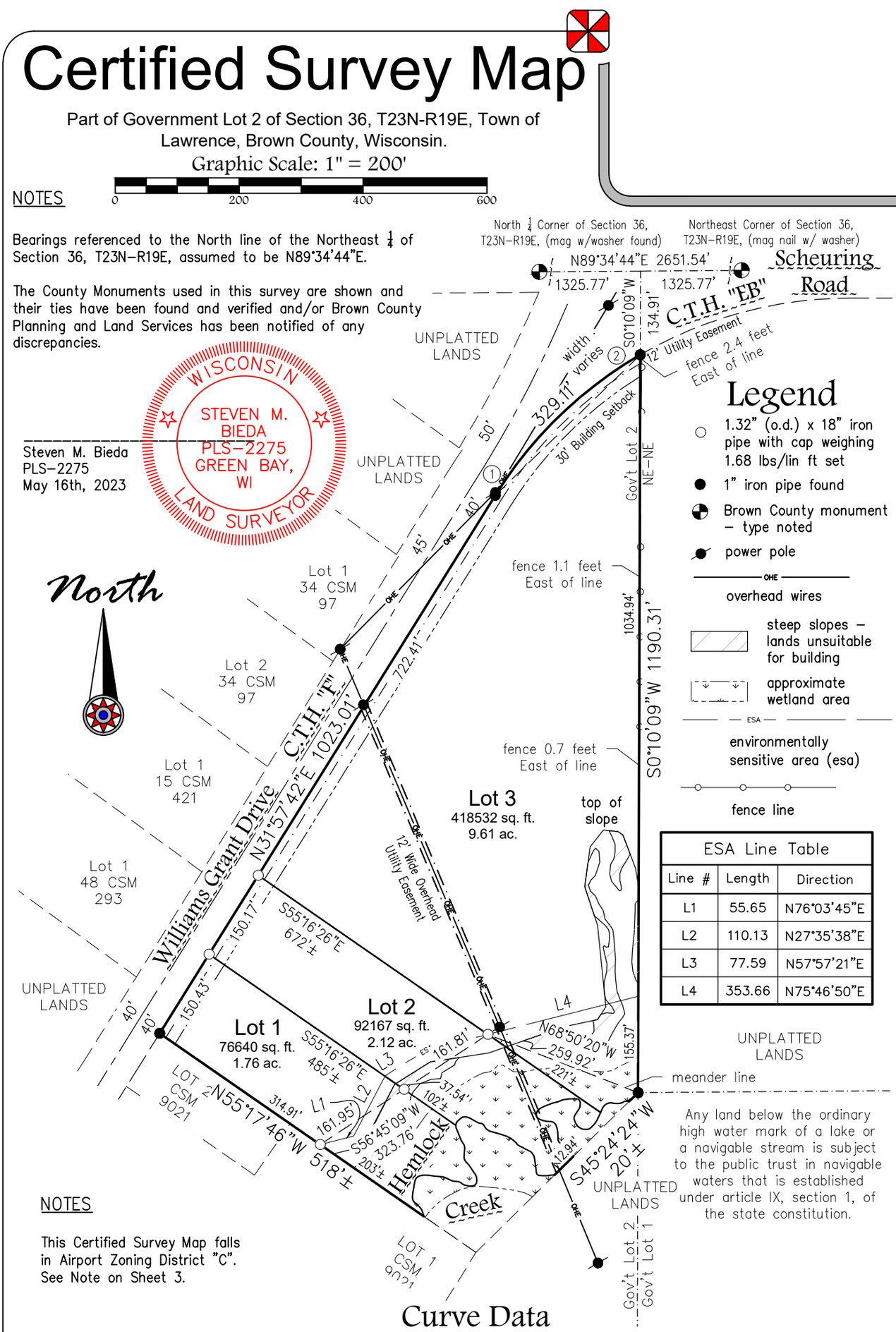
NOTES

Bearings referenced to the North line of the Northeast ¼ of Section 36, T23N–R19E, assumed to be N89°34'44"E.

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

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR

Steven M. Bieda
PLS–2275
May 16th, 2023



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- Brown County monument – type noted
- power pole
- OHE — overhead wires
- steep slopes – lands unsuitable for building
- approximate wetland area
- ESA — environmentally sensitive area (esa)
- fence line

ESA Line Table		
Line #	Length	Direction
L1	55.65	N76°03'45"E
L2	110.13	N27°35'38"E
L3	77.59	N57°57'21"E
L4	353.66	N75°46'50"E

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

NOTES

This Certified Survey Map falls in Airport Zoning District "C". See Note on Sheet 3.

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	329.11'	676.20	325.87'	N45°54'12"E	27°53'10"	S59°50'47"W & N31°57'37"E

Client: John Krawczyk
Tax Parcel: L-169
Drafted By: NDK
File: K-2122CSM REVISED 071923.dwg
Data File: K-2122.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
Project No.: K-2122
Drawing No.: L-11998
Fieldwork Completed: 04/05/23

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped part of Government Lot 2 of Section 36, T23N–R19E, Town of Lawrence, Brown County, Wisconsin, more fully described as follows:

Commencing at the North $\frac{1}{4}$ Corner of Section 36, T23N–R19E; thence N89°34'44"E, 1325.77 feet along the North line of Government Lot 2 of said Section 36; thence S0°10'09"W, 134.91 feet along the East line of said Government Lot 2, also being the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36 to the Point of Beginning; thence S0°10'09"W, 1190.31 feet along said East line of Government Lot 2 to a point being N45°24'24"E, 20 feet more or less from the centerline of Hemlock Creek and the start of a meander line; thence N68°50'20"W, 259.92 feet along said meander line to a point N55°16'26"W, 221 feet more or less from the centerline of said Hemlock Creek; thence S56°45'09"W, 323.76 feet along said meander line to a point N55°17'46"W, 203 feet more or less from the centerline of said Hemlock Creek and the end of said meander line; thence N55°17'46"W, 314.91 feet along the North line of Lots 1 and 2, Map No. 9021, Certified Survey Maps, Document No. 2851623, Brown County Records; thence N31°57'42"E, 1023.01 feet along the East right of way of C.T.H. "F", also known as Williams Grant Drive; thence 329.11 feet along said East right of way being the arc of a 676.20 foot radius curve to the Right whose long chord bears N45°54'12"E, 325.87 feet to the Point of Beginning.

Parcel contains 587,339 square feet / 13.49 acres more or less.
Parcel subject to easements and restrictions of record

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Lawrence, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

WISCONSIN
STEVEN M. BIEDA
PLS–2275
GREEN BAY, WI
LAND SURVEYOR

_____
Steven M. Bieda
PLS–2275
May 16th, 2023

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

_____
Karl Mueller
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

_____
Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN OF LAWRENCE

Approved for the Town of Lawrence this ____ day of _____, 20__.

_____
Cindy Kocken
Town Clerk

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

CERTIFICATE OF THE CITY OF DE PERE

Approved by the Common Council for the City of De Pere on the ____ day of _____, 20__.

_____
Carey E. Danen Date
City Clerk

NOTES

The wetlands are approximate on Lots 1, 2 and 3 due to the large size of the lot and the location of the wetland and ESA. The wetland and ESA boundary shall be properly identified by the affected landowner, and delineated by the appropriate regulatory agency should any development on Lot 1 be proposed near or within the wetland or ESA. Any WDNR-approved wetland delineation report/map, along with the approval letter, shall be submitted to Brown County Planning Commission for verification.

Lots 1, 2 and 3 contain steep slopes that are unsuitable for building. No development shall occur in areas labeled 'Steep Slope-Lands Unsuitable for Building' unless a geotechnical study is submitted to and approved by Brown County Planning Commission.

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

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

A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 1, 2 and 3 prior to any construction, fill, or grading activity within 300 feet of a stream.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.

Subject parcel lies within Airport Zoning District "C".The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

RESTRICTIVE COVENANTS

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

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

Lots 1, 2 and 3 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes approximate wetlands and all land within 50' of approximate wetlands, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

Grading activities within ESA and ESA setback areas are restricted unless an ESA amendment is approved by the Brown County Planning Commission, or grading is complete as part of an approved grading and stomwater management plan.

_____
Steven M. Bieda
PLS-2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

Certified Survey Map

Part of Government Lot 2 of Section 36, T23N-R19E, Town of Lawrence, Brown County, Wisconsin.

UTILITY EASEMENT PROVISIONS

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

John A. Krawczyk and Jennifer L. Krawczyk, WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

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

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

OWNER'S CERTIFICATE

As Owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. We also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LAWRENCE
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION

_____ _____
John A. Krawczyk Jennifer L. Krawczyk

Personally came before me this ____ day of _____, 20__, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public My Commission Expires _____
Brown County, Wisconsin

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

_____
Steven M. Bieda
PLS-2275
May 16th, 2023

WISCONSIN
STEVEN M. BIEDA
PLS-2275
GREEN BAY, WI
LAND SURVEYOR

Agenda Item Review

Meeting Date: August 14, 2023
Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Luke F. Pasterski, Fire Chief
AGENDA ITEM: **Consider Grant Application/Submission Consultant for new Fire Dept Radio Grant**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? No, seeking grant funds to offset costs

Item History

Radios are one of the most important safety devices used by fire departments today. Our fire department has six portable radios that are 15-year-old and are obsolete. Parts and batteries can no longer be purchased. Two of them are missing the volume knob which makes them hard to use, especially with firefighting gloves on. The batteries are starting to fail and when they do the radios will no longer be able to be used. There are also 16 portable radios and five mobiles that are 11 years old. These radios will no longer be supported on December 31, 2023. Franks Radio, which is our radio service provider, has recommended immediate replacement of the six 15-year-old radios and as the budget allows the others that are 11 years old.

An estimate was obtained directly from the radio manufacturer, Motorola, to replace the six radios, which is $44,625. Motorola has teamed up with Lexipol, which is a grant writing service. Lexipol offer a 25% discount for Motorola customers, if we use their service to write a grant for replacement of the radios. Lexipol's fee for complete grant writing service for the radios is $3,750, which reflects the 25% discount, normally it is $5,000. If the grant is approved, the Town of Lawrence would then be reimbursed $1,500 of those grant writing fees and we would only have to pay 5% of the radio cost, the rest would be covered by the grant. This would be a significate savings to the Town of Lawrence. Lexipol recommends writing a grant for the max number of radios allowed by the grant, which for our department, is: one base radio, five mobiles and 19 portables. That estimate is $216,149. If the grant is approved the Town of Lawrence would only pay $9,307 for the radios, which reflects the $1,500 reimbursement for grant writing services.

The only caution with this is the grant success rate for a Lexipol prepared grant is about 54%, but Lexipol thinks our percentage would be much higher due to the age of our radios. However, a Lexipol prepared grant is much higher than the national average of 17% for grant approvals for those that prepare the grants themselves.

Recommended Action By Town Board:

Recommend approval of $3,750 for Lexipol to complete grant writing services for new radios for our fire department.

LEXIPOL

GRANTFINDER PoliceGrantsHelp FireGrantsHelp EmsGrantsHelp CorrectionsOne GRANTS EducationGrantsHelp GovGrantsHelp

---

Account Executive Information:
Anna Graham
Sales Account Executive
agraham@lexipol.com

Lexipol
2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Department Information:
Luke Pasterski
Chief
lukep@lawrencewi.gov
920-615-2693
Town of Lawrence Fire Department
2595 French Rd
De Pere, Wisconsin 54115

Date: 7/20/2023

Valid Through: 8/31/2023

Start Date:
8/31/2023
End Date:
8/31/2024

QTY	DESCRIPTION	UNIT PRICE	DISC (%)	DISC AMT	EXTENDED
1	Complete Grant Writing Service	USD 5,000.00	25.00	USD 1,250.00	USD 3,750.00
				USD 1,250.00	
				USD 1,250.00	
				Discount:	USD 1,250.00
				TOTAL:	USD 3,750.00

Notes
AFG FY 23 - Radios

Discount Notes
25% sponsor discount

Town of Lawrence Fire Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Terms & Conditions:

An invoice or credit card authorization form will be sent upon receipt of a signed agreement.

Contract Delivery: Department and/or agency takes full responsibility for submitting required information on time. Department and/or agency is responsible for submitting the final grant application by the grant deadline. Failure to submit requested materials to write the grant application on time will result in rollover of project to next grant application cycle. Requests for contract cancellation will result in a 50% fee of the total value of the contract. The GrantFinder Master Subscription Agreement ("MSA") located at http://www.lexipol.com/GTGF-Master-ServiceAgreement between the Customer and Lexipol govern the use of the Lexipol GrantFinder research system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA. **Services to Be Provided:** Lexipol will provide ("Subscriber") with an annual license to GrantFinder. ("Services"). Praetorian Digital warrants that (i) Services will have an uptime of at least 95% during the term; (ii) Praetorian Digital has the right to enter into this agreement and to perform its obligations hereunder; and (iii) Services do not infringe any patent, copyright, trademark, trade secret or other proprietary right in any jurisdiction or otherwise contravene any rights of any third person. **Term:** The initial term of this agreement is specified by the start and end dates above. **Billing & Renewal:** Invoice for grant writing agreements will be sent as soon as work is started for target grant. Complete payment must be received no later than 30 days after receipt of invoice. GrantFinder shall renew automatically at current rate card rates for 1 year unless Subscriber notifies Lexipol, in writing, prior to sixty (60) days before the initial term is to end. **Collections:** Client agrees to pay for all costs of collection, including but not limited to, reasonable attorney fees and other fees made necessary by the nonpayment. Lexipol reserves the right to suspend all services until payment is received in full and may terminate this agreement at their discretion if department and/or agency fails to comply with the terms of this agreement. Accounts over 28 days past due shall be charged a twenty-five dollar ($25) late fee. **Materials:** Must be received 5 days prior to the grant application close date.

Town of Lawrence Fire Department Grant Assistance Proposal

Confidentiality: *The information contained in this proposal is confidential and is intended only for the persons to whom it is transmitted to by Lexipol.*

Grant Assistance Program Summary
More than $600 billion in grants is available to public safety agencies and local government each year. But it can be difficult to navigate through the grant process. Few agencies have grants experts on staff, or the time to research opportunities and develop grant applications. Lexipol's preaward grant services provide customized solutions enabling applicants to tap into federal, state, and private grants.With our team of expert grant writers, researchers, and project managers, you will craft the best grant application possible, helping you obtain the funding you need for essential programs, equipment, and personnel. While we cannot guarantee funding, we will do everything in our power to make sure we have clearly and effectively presented a strong case statement for funding your proposed grant project to the grant making agency.

The Lexipol Advantage
Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1. Our customers choose Lexipol to help them expertly navigate the increasingly complex grant process to secure funding for mission critical needs. The benefits of our grant solutions include:

- Industry expertise with combined grant experience of more than 100+ years
- Experience with a board range of grant programs such as DOJ, COPS, SAMHSA, FEMA, USDA, numerous state, corporate, and foundation grants, and many more
- 40% success rate, compared with the national average of just 17%
- Nearly $300 million in grant funding secured to date
- Save time and effort by simplifying and streamlining the grant find and proposal submission process
- Identification of grants most appropriate for your agency and project

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in grants, constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught, and lived these issues.
We look forward to working with Town of Lawrence Fire Department to address your unique challenges.

Scope of Services

Complete Grant Writing Service

Billions of dollars in grants is available to public safety agencies and local government each year, but finding and applying for such funding is a complex and resource-intensive task. Lexipol's Complete Grant Writing Service combines the expertise of our grant writers, researchers and project managers to help you navigate through the grant process.

- Customized grant research specific to your agency's funding needs
- Unlimited, personalized grant consulting from senior grant consultants
- Customized, written grant narratives based on information provided by your agency
- Completion of grant application
- Unlimited reviews of your grant application before final submission

Agency Expectations: Please note the following service process to ensure our agreement runs smoothly.

Grant applications can take up to 100 hours to complete. While we will take on 85% of the work needed for a successful application, the agency will be asked to partner with us by providing important information to supplement the remaining 15% of the project. This may require up to 15 agency hours.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your assigned, dedicated Project Manager, who will be your primary point of contact over the entire project to submission.
- An introductory call to review project and confirm grant will take place as needed shortly after.
- Your Project Manager will then send over selected grant program and project-specific worksheets for completion by the agency. These worksheets help us collect critical information and programmatic details needed for application data entry and crafting of your narratives. This is the 15% of the project that we will need your direct help with.
- Once your team sends completed worksheets to the Project Manager, we will carefully review them and will contact you if we need more information.
- The Agency will be asked for feedback throughout the process. We recommend assigning a minimum of two agency contacts for the project. Your input is critical for your application's success!

Agenda Item Review

Meeting Date: August 14, 2023
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Discussion: Proposed Ordinance 2023-003 – Use of Cigarette, Tobacco Products or Other Smoking Electronic Delivery Devices Prohibited, other Tobacco Restrictions**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, could impact some level of fines/forfeiture
2. Is it Currently Budgeted? N/A

Item History

Police Dept administration are recommending revisions to current ordinances regulating smoking, tobacco, electronic devices, etc.

In general, the Town has adopted state statutes for many of these types of topics without enhancing local clarification or regulations via specific Town Ordinances.

Both Chief Renkas and Captain Olson are anticipated to be in attendance at this Town Board meeting to discuss the proposed revisions to Town Ordinance, which are attached.

After discussion, we will be able to form and number the proposed revision in the ways necessary for future consideration and adoption by the Town Board. We'd anticipate review on the more formal ordinance at the Aug 28th or Sept 11th Town Board meetings.

Recommended Action By Town Board:

Review and discussion on proposed ordinance changes. Will follow-up with legal review and proper wording/placement to amend existing ordinance language and numbering.

CHAPTER 204 – Peace and Good Order (Proposed Ordinance Changes)

§ 204-1 - Use of Cigarette, Tobacco Products or Other Smoking Electronic Delivery Devices Prohibited or other Tobacco Restrictions.

Definitions

For the purpose of this section the following words shall have the following meanings:

Cigarette means any roll of tobacco wrapped in paper or any substance other than tobacco.

Electronic delivery device means any product containing or delivering nicotine or other similar substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. Electronic delivery device includes any device manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or description, or any component part of such product whether or not sold separately. Electronic delivery device does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product and is being marketed and sold solely for such an approved purpose.

Law enforcement officer means any person employed by the state or any political subdivision of the state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he is employed to enforce.

Smoke or *smoking* means burning, holding, inhaling, exhaling or carrying any lighted or heated cigar, cigarette, pipe or heated tobacco or plant product intended for inhalation, whether natural, or synthetic, in any manner or form. Smoking includes the use of an electronic delivery device which creates an aerosol or vapor, in any manner or form, or the use of any oral smoking device.

Tobacco products means cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready-rubbed and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or both for chewing and smoking; but (tobacco products(does not include cigarettes, as defined under Wis. Stats. § 139.30(1).

No child under the age of 18 may do any of the following:

(1) Buy or attempt to buy any cigarette or tobacco product or other smoking or electronic delivery device (including the provisions of §254.92).

(2) Falsely represent his or her age for the purpose of receiving any cigarette or tobacco product or other smoking or electronic delivery device (including the provisions of §254.92).

(3) Possess any cigarette or tobacco product or other smoking or electronic delivery device.

Penalty for subsections 1, 2, and 3 shall be not more than $100.00.

(4) A child may purchase or possess cigarettes or tobacco products or other smoking or electronic delivery device for the sole purpose of resale in the course of employment during his or her working hours if employed by a retailer licensed under Wis. Stats. § 134.65(1)(d)

(5) A law enforcement officer shall seize any cigarette or tobacco product, or other smoking or electronic delivery device involved in any violation of subsection (b) of this section committed in his or her presence.

(6) Smoking ban adopted. The Village adopts, by reference, the provisions of Wis. Stats. § 101.123, smoking prohibited, pertaining to the statewide smoking ban. For purposes of enforcing the smoking ban found in Wis. Stats. § 101.123 within this Town, the definition found in this section for "smoke" or "smoking" shall apply instead of the definition for "smoking" found in said state statutes and the definition found in this section for "electronic delivery device" shall also apply.

(7) This ordinance further adopts:

a) Section 124.65 – Cigarette and tobacco products retailer license

b) Section 134.66 – Restrictions on sale or gift of cigarettes or nicotine or tobacco products

c) Section 254.76 – Causing fires by tobacco smoking.

d) Section 254.92 – All other provisions not previously noted in the above subsections.

Penalties or imposed forfeitures for the above, not otherwise specifically noted, fall under Chapter 20 of the Town of Lawrence municipal ordinances.

***** This ordinance would replace the current Town of Lawrence Ordinances under §204-1 and 201-15.*****

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director DPW
AGENDA ITEM: Consider engineering/construction plan design for Mid valley Bridge Deck

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes-Highway Street Maintenance

Item History: The Mid Valley bridge (DOT structure B-05-167) over Ashwaubenon Creek near Plank Road Plate and Pour needs a new deck on the bridge. The bridge was built in 1983 with a life span of 50 years.

The bridge is inspected biannually by McMahon Engineering. It the last few inspections It has been documented that the bridge deck needs repair or replacement.

Recently we had a representative from Radtke Contractors (Brown County bridge contractors) look at the bridge. Their opinion is that if we would re-deck the bridge and replace the guardrail, we could extend the bridge's life to 70 plus years. They also recommended Beyond 24 Leagues, LLC to be the consultant for the project.

Beyond 24 Leagues, LLC have a long history and experts in this area of construction. They put a proposal together for $5,500.00. The proposal consists of site investigation, construction plans, coordination and meetings as needed.

Recommended Action: Recommend approval of contract for $5,500 with Beyond 24 Leagues, LLC for site investigation, construction plans, coordination, and meetings for the re-decking of the Mid Valley Bridge.

BEYOND 24 LEAGUES, LLC

August 1, 2023

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Proposal for Engineering Services:

STRUCTURE B-5-167 DECK REPLACEMENT

Kurt Minten
Superintendent

Beyond 24 Leagues, LLC. is pleased to submit this proposal to perform Engineering Services as required for the Structure B-5-167 Deck Replacement Project as discussed on Thursday July 27th, 2023, a project that is located on the USH 41 W. Frontage Rd. over Ashwaubenon Cr. in the Town of Lawrence.

IDENTITY OF CLIENT

For this project I shall represent Town of Lawrence. Any inquiries or requests by any other end users will be directed thru Kurt Minten as the agent (Superintendent) of the Town of Lawrence.

SCOPE OF SERVICES

Services to be provided for this project include:

1. SITE INVESTIGATION and CONSTRUCTION PLANS

   a) Review current conditions.
   b) Bridge Plan to replace structure B-5-167 deck.
      i) General Plan, W/ Overview & Notes
      ii) Traffic Plan
      iii) Railing Plan
      iv) Address other repairs if needed.
      v) Specifications
   c) Contact DNR officials for construction paramotors
   d) Road alignment from Structure to USH 41 W. frontage Road.

Professional Engineering and Under Water Diving Services

David Pheifer, P.E. (920) 378-1719
1120 W. Cecil St dpheifer@gmail.com
Neenah, WI 54956

2. COORDINATION

a) Facilitate meeting to discuss options and select preferred scenario for final design.
b) Assist with bidding procedure.

3. MEETINGS

As required or requested.

While this proposal is intended to deal with the specific design services described above, these terms and conditions will also apply to any additional design and consultation services that I may agree to provide that are outside the initial scope of this proposal.

RESPONSIBILITIES

In reliance upon information and guidance provided by you, I will provide an updated site condition drawing to include utilities and related amenities, and concept drawings with available building site location, to you, in accordance with this proposal; keep you reasonably informed of progress and developments, and respond to your inquiries.

To enable me to effectively render these services, you agree to disclose to me all facts fully and accurately that may be relevant to the design or that I may otherwise request, and to keep me apprised of developments related to the design.

OPINIONS AND BELIEFS

Either at the beginning or during the course of the project, I may express my opinions or beliefs concerning a matter or various courses of action and the results that might be anticipated. Any such statement made is intended to be an expression of opinion only, based on information available to me at the time, and must not be construed as a promise or guarantee of any particular result unless incorporated into the final design.

FEES, DISBURSEMENTS, AND OTHER CHARGES

The fee for work covered in this Proposal for Engineering Services is a **lump sum of $5,500.00.**

The time spent on design is not the sole determinant of this fee. While time spent proves a significant factor, other factors may be considered in determining fees, including the novelty and difficulty of design; the skill required to perform the services properly; the experience, reputation, and ability to perform the services; the time limitations imposed by you or the circumstances; and any other factors that may be relevant under applicable rules of professional conduct.

In addition to this fee, I will expect payment and you agree to pay for additional services requested by you not covered in the scope of engagement. The following rates apply unless agreed to otherwise in writing.

Design / consultation services	$100.00 / HR.
Drafting	70.00 / HR.
Assistant	40.00 / HR.
Mileage	0.50 / Mile
Other Expenses	cost + 15%

Billing statements are due and payable net thirty (30) days from receipt. You agree to make prompt payment according to these terms. A late charge of 1.5% per month will be imposed on any billed amounts that remain unpaid for thirty (30) days.

LIMITED LIABILITY STATUS

Beyond 24 Leagues, LLC. is organized as a limited liability corporation under the laws of Wisconsin and maintains professional liability insurance.

CONCLUSION

If this proposal correctly reflects your understanding of the terms and conditions of my design services, please confirm your acceptance by signing the enclosed copy in the space provided below. Upon your acceptance, these terms and conditions will apply retroactively to the date I first performed services on this project.

This proposal will not become effective and I will have no obligation to provide design services until you sign and return the copy of this letter.

I'm pleased to have this opportunity to be of service and to work with you and look forward to an enduring and pleasant relationship.

Respectively,
Beyond 24 Leagues, LLC.

By: _____ Aug 1ST 2023
David A. Pheifer, P.E.

I have read and understand the terms and conditions set forth in this letter and agree to them.

Date:
August _____, 2023.

Town of Lawrence

By: _____
Kurt Minten, Superintendent

Routine Inspection Summary / Maintenance Recommendations / Stream Profile For Structure No. B-05-167 (West Frontage RD over Ashwaubenon Creek)

Prepared For The

TOWN OF LAWRENCE
Brown County, Wisconsin

Prepared By
McMAHON ASSOCIATES, INC. | Neenah, Wisconsin

October 26, 2022
McM. No. L0017-09-22-00478

TECHNICAL MEMORANDUM

I. PURPOSE

The Wisconsin Department of Transportation (WisDOT) requires periodic inspections of the Town-owned structures that are registered with the State of Wisconsin. The previous inspection of this structure had been completed by McMahon Associates, Inc. (McMAHON) in 2020. Furthermore, this structure is on a 24-month inspection schedule, so the Town retained McMAHON to complete a follow-up inspection this year. A copy of the Inspection Report with supporting documentation is attached for reference. Inspection results will be uploaded to the WisDOT's Highway Structures Information (HSI) system website. This memorandum summarizes this year's inspection results and consequential maintenance recommendations.

II. STRUCTURE NO. B-05-167 (West Frontage Road over Ashwaubenon Creek)

A. There were no observed significant changes to the condition of the structure and stream from the previous inspection. Recommended maintenance items from the previous inspection consisted of 1) monitor scour at both abutments; 2) seal approach HMA pavement cracks; and 3) clear vegetation brush at all four wingwalls. All three items remain as a concern and are included in this report for future monitoring and maintenance/repair; however, their priority has been identified as "low". It appears that riprap was placed along both abutments since the last inspection which appears to have stabilized those areas from any further scour since that time, so continued monitoring is recommended. Furthermore, two (2) new items have been added to the maintenance item list on the attached report, which are discussed in more detail in the following paragraphs B and C.

B. The concrete deck wearing surface has an increased amount of chert pop-outs throughout, most of which are approximately 1-inch to 2-inch in diameter and less than a 1-inch deep. The amount and size of the pop-outs has increased since the last inspection. Pop-outs are generally considered to be aesthetic defects that do not negatively affect the structural integrity of the structure; however, a substantive number of pop-outs can allow water and

other harmful chemicals to enter the concrete, which can ultimately lead to other forms of deterioration of the bridge deck (i.e., reinforcement deterioration). Assuming the bridge deck is not scheduled for any significant improvements or replacement at this time, a typical maintenance recommendation would be the application of a thin bonded concrete overlay. This item has been identified as "medium priority".

C. The inspection results also indicate an increase in area and severity of delamination and spalls with exposed reinforcement located underneath the west exterior edge of deck (underside of the soffit), generally at the guardrail post locations. The deck is super-elevated, which drains surface water to the west edge of deck. We anticipate further deterioration/delamination in this area due to continued water and road salt exposure. The integrity of the west guardrail does not appear to be compromised at this time; however, the Town should consider budgeting for future maintenance of this portion of the deck as its condition will continue to worsen. This item has been identified as "medium priority"; however, we recommend continual monitoring on a more frequent basis than this structure's 24-month inspection schedule.

D. Beyond specific items mentioned above, the NBI and element level inspection ratings for the structure have slightly changed from the previous inspection. The deck rating declined due to the increase in delamination and spalling. The channel rating increased as the banks along both abutments have been stabilized with additional riprap since the last inspection.

E. This structure's inspection also requires an Under Water Profile (UWP) to be generated. The UWP results from each inspection are compared to determine if there's been any significant streambed movement and/or scour at the structure. Prior to McMahon completing inspections, the results used arbitrary elevation datum, which could make it difficult to compare results from each inspection. McMAHON set control at the structure in 2020, so future surveys can utilize the same datum. The results of the last two inspections (2020 and 2022) have been graphed and uploaded along with the inspection results. The results indicate no significant changes in the streambed profile within the last two (2) years. A copy of the UWP results is also attached to this memo for reference. Furthermore, we've recommended an extended frequency change of the UWP profile from every 24 months to every 48 months, because there was no substantive change in profile between 2020 and 2022.

Attachments: Inspection Report for B-05-167 (from HSI website)

W:\PROJECTS\L0017\92000600\ADMIN\MEMO\2020.10.27 BRIDGE STRUCTURE SUMMARY.DOCX

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

Inspection Report for

B-05-167

WEST FRONTAGE RD over ASHWAUBENON CREEK

Sep 14,2022

Type	Prior	Team Leader	Frequency (mos)	Performed
Routine	09-16-20	Arps, Nick (9683)	24	X
SIA Review	09-16-20	Arps, Nick (9683)	48	
Uw-Profile	09-16-20	Arps, Nick (9683)	24	X

	Start Coordinates		End Coordinates (optional)
Latitude	44°25'56.85"N	Latitude	
Longitude	88°06'37.29"W	Longitude	
Owner	TOWN	Maintainer	TOWN

			Team members
Time Log	Hours 1	Minutes 35	Nick Arps
Weather	Temperature (f) 65	Condition Sunny	

	Name	Number	Signature	Signature Date
Inspector	Arps, Nick	9683	Nick Arps E-signed by Nick J Arps(NArps)	10-26-22

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

Identification & Location

Feature On: WEST FRONTAGE RD	Section Town Range: S30 T23N R20E	Structure Number: **B-05-167**
Feature Under: ASHWAUBENON CREEK	County: BROWN	
Location 0.3M N JCT CTH F	Municipality: LAWRENCE	Structure Name:

Geometry
measurements in feet, except where noted

Approach Roadway Width: 34	Bridge Roadway Width: 28.0	Total Length: 67.2
Approach Pavement Width: 22	Deck Width: 29.8	Deck Area (sq ft): 2003

Traffic

	Lanes	ADT	ADT year	Traffic Pattern
On	2	348	2015	TWO WAY TRAFFIC

Capacity / Load Rating

Inventory rating: HS21	Overburden depth (in): 0.0	Last rating date: 10-14-09	Controlling:
Operating rating: HS28	Deck surface material: CONCRETE		Control location:
Posting:	Emergency Vehicle Weight Limit (tons):		
Re-rate for capacity (Y/N):	Re-rate notes:		

Hydraulic / Classification

Scour Critical Code(113): (8) STABLE-ABOVE TOP FOOTING	Q100 (ft3/sec): 2650	
High water elevation (ft): 606.8	Velocity (ft/sec): 7.2	Sufficiency #: 82.9

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	PREST CONCRETE	DECK GIRDER	45	65.0	Y

Expansion joint(s)

Temperature: File:76 New:65

Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1983	NEW STRUCTURE	1131-01-74

Maintenance Items History

Item	Recommended by	Status	Status change	Year completed
Channel - Monitor Scour	Arps, Nick (9683)	COMPLETE	10/25/22	2022
Comment: Monitor scour at both abutments.		Status Comment:		

Maintenance Items

Item	Priority	Recommended by	Status	Status change
Deck - Surface Repair Spalls	MEDIUM	Arps, Nick (9683)	IDENTIFIED	10/25/22

Comment:
Chert pop-outs have increased in number and size since last inspection. Consider patching or applying a thin bonded concrete overlay for future maintenance.

Status Comment:

Deck - Other Work	MEDIUM	Arps, Nick (9683)	IDENTIFIED	10/25/22

Comment:
Delaminations with section loss along west edge of deck (soffit underneath guardrail). Locations throughout length of structure, but appear to be more prominent at guardrail beam/deck connection locations. Drainage from deck surface is directed to this side, so will continue to worsen over time. Integrity of guardrail not compromised at this time, but continue to monitor and consider budgeting for near future maintenance.

Status Comment:

Channel - Monitor Scour	MEDIUM	Arps, Nick (9683)	IDENTIFIED	10/25/22

Comment:
Additional riprap had been placed along both abutments since last inspection in 2020. Continue to monitor for scour and replenish riprap along abutments as needed.

Status Comment:

Approach - Seal Cracks	LOW	Arps, Nick (9683)	IDENTIFIED	10/25/22
Comment: Seal/patch cracks for both approaches.		Status Comment:		
				
Misc - Cut Brush	LOW	Arps, Nick (9683)	IDENTIFIED	10/25/22
Comment: Clear brush at all four wingwalls; particularly immediately prior to future scheduled inspections. Status Comment:				

Elements

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State 1	2	3	4
X	**12**		**Reinforced Concrete Deck-Coated Reinforcing**	SF	2,003	**1,878**	**108**	**17**	0
		1080	Delamination - Spall - Patched Area	SF		**1,878**	**108**	**17**	0
			Multiple delaminations at west exterior edge of deck, generally located at guardrail post locations. Each delam is approx. 1' long, 1"-2" deep. Exposed rebar at several of the delam locations.						
	8000		Wearing Surface (Bare)	SF	2,003	**2,003**	**0**	**0**	0
		3210	Debonding/Spall/Patched Area/Pothole	SF		**2,003**	**0**	**0**	0
			Chert pop-outs present throughout deck surface**, but are to be rated as CS #1. The extent has increased since last inspection, consist**ing o**f 1"-2" in diameter** and **less than** 1" deep. **Estimate approximately 20% of deck surface.**						
X	**109**		**Prestressed Concrete Open Girder**	LF	269	269	0	0	0
X	**215**		**Reinforced Concrete Abutment**	LF	59	59	0	0	0
		6000	Scour	LF		0	**59**	**0**	0
			At last inspection, both abutments ha**d** significant scour along their full lengths. Berms **we**re no longer in place and the bottom of both abutments **we**re visible. Foundations of both abutments **were** exposed along their full length up to 42" deep penetration x 6" H max. **Since last inspection, riprap has been added along both abutments and areas appear to have been stabilized. Continue to monitor.**						
X	**330**		**Metal Bridge Rail**	LF	133	119	14	0	0
			SW end of rail bent from impact 6-LF CS2						
		1900	Distortion	LF		119	14	0	0
			slight distortion at NE Quadrant. Beam guard is dented slightly, might be from plowing operations.						
X	**8400**		**Integral Wingwall**	EA	4	4	0	0	0

Assessments

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State 1	2	3	4
X	9001		**Drainage - Ends of Structure**	EA	4	4	0	0	0
X	9030		**Signs - Object Markers**	EA	4	4	0	0	0
X	9045		**Slope Protection- Riprap** **Additional riprap** placed a**long** both abutments **since last inspection**.	EA	2	**2**	0	**0**	0
X	9168		**Concrete Diaphragm**	EA	3	3	0	0	0
X	9323		**Approach Roadway - Asphalt** North approach cracking where asphalt meets the north end of the deck.	EA	2	1	1	0	0

NBI Ratings

	File	New
Deck	6	5
Superstructure	8	8
Substructure	5	5
Culvert	N	N
Channel	5	7
Waterway	8	8

Structure Specific Notes

Inspection Specific Notes

-Needs brush removal at abutments

-Continue to monitor delaminations/section loss of west deck edge (soffiit) as well as scour along both abutments. Abutments have recently been stabilized for scour by the addition of more riprap.

Inspector Site-Specific Safety Considerations

Routine Specific Procedures

Special Requirements

Chk	Hours	Cost	Comments

Underwater Probe Form
B-05-167

General Site Conditions - Scour

General Site Conditions - Embankment Erosion/Conditions

Substructure Notes

Chk	Unit	Max Water Depth(ft)	Mode	Notes
X	Cardinal		Dry	
X	Non Cardinal		Dry	

UW Profile Item 1

Underside of deck along West fascia spalled w/ section loss...generally at guardrail post locations. Approximate locations and extents documented in the bridge file.

b05-167_22_xpd2.jpg

Linked Element(s):
Reinforced Concrete Deck-Coated Reinforcing
Prestressed Concrete Open Girder
Metal Bridge Rail

UW Profile Item 2

View of south abutment from north side of creek.

b05-167_22_xpd4.jpg

Linked Element(s):
Prestressed Concrete Open Girder
Reinforced Concrete Abutment
Slope Protection- Riprap

UW Profile Item 3

UWP Survey Results - Upstream side

b05-167_22_xpd7.pdf (included)

UW Profile Item 4

View of north abutment and diaphragms from south side of creek.

b05-167_22_xpd5.jpg

Linked Element(s):
Prestressed Concrete Open Girder
Reinforced Concrete Abutment
Slope Protection- Riprap
Concrete Diaphragm

UW Profile Item 5

UWP Survey Results - Downstream side	b05-167_22_xpd8.pdf (included)

Routine Item 1

Looking South	 b05-167_22_Rd1.jpg
Linked Element(s): Metal Bridge Rail Signs - Object Markers Approach Roadway - Asphalt	

Routine Item 2

Looking North	 b05-167_22_Rd2.jpg
Linked Element(s): Metal Bridge Rail Signs - Object Markers Approach Roadway - Asphalt	

Routine Item 3

Underside of deck along West fascia spalled w/ exposed rebar at several locations.	 b05-167_22_Rd5.jpg
Linked Element(s): Reinforced Concrete Deck-Coated Reinforcing	

Routine Item 4

Wearing surface with cherts and pop-outs.	 b05-167_22_Rd7.jpg
Linked Element(s): Metal Bridge Rail Reinforced Concrete Deck-Coated Reinforcing -> Wearing Surface (Bare)	

Routine Item 5

Cherts/pop-outs generally between 1"-2" in diameter and less than 1" deep.	 b05-167_22_Rd8.jpg
Linked Element(s): Reinforced Concrete Deck-Coated Reinforcing -> Wearing Surface (Bare)	

Routine Item 6

East fascia, looking south.	 b05-167_22_Rd9.jpg
Linked Element(s): Prestressed Concrete Open Girder Integral Wingwall Slope Protection- Riprap	

Routine Item 7

NW wingwall	 b05-167_22_Rd10.jpg
Linked Element(s): Integral Wingwall	

Routine Item 8

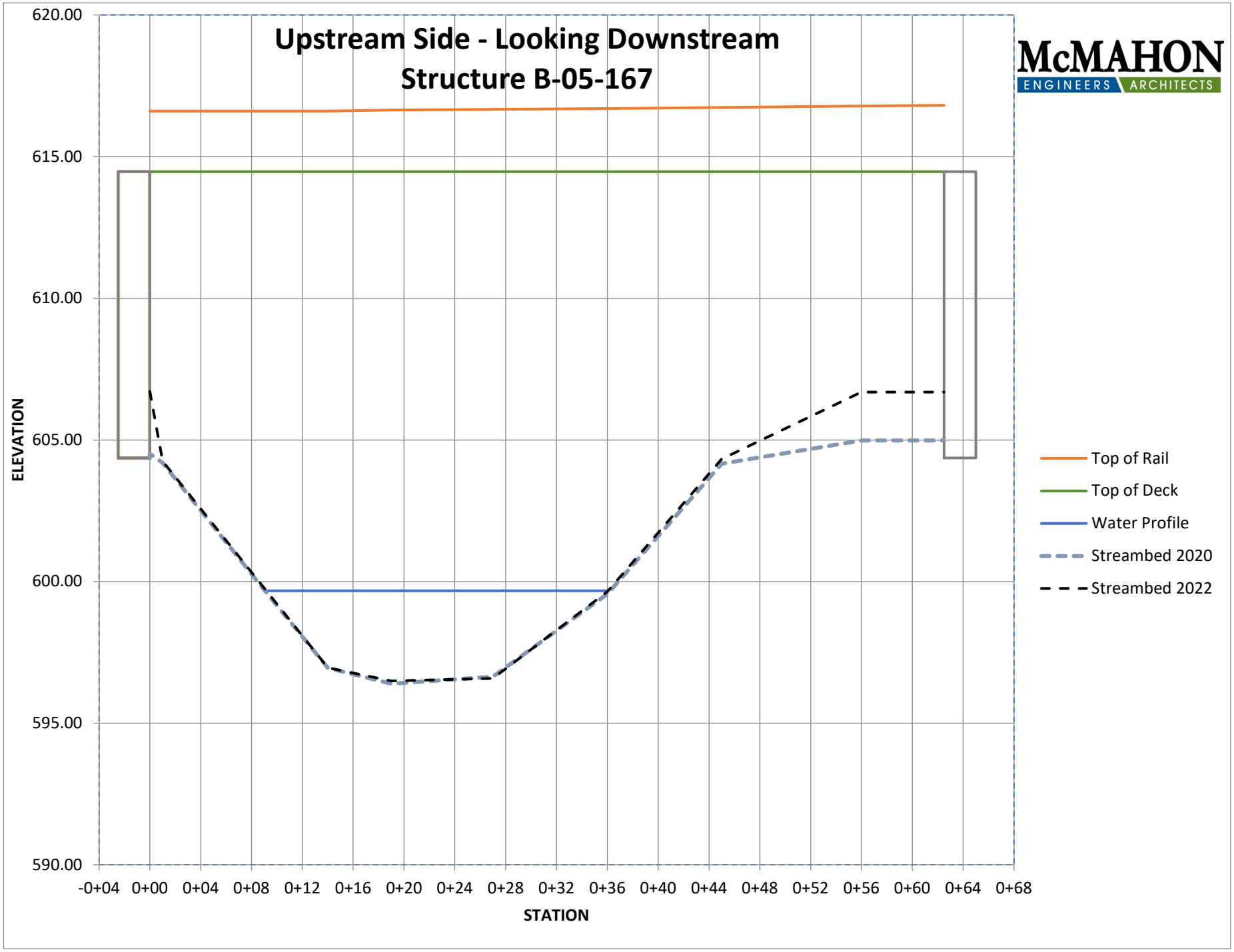
NE wingwall	 b05-167_22_Rd11.jpg
Linked Element(s): Integral Wingwall	

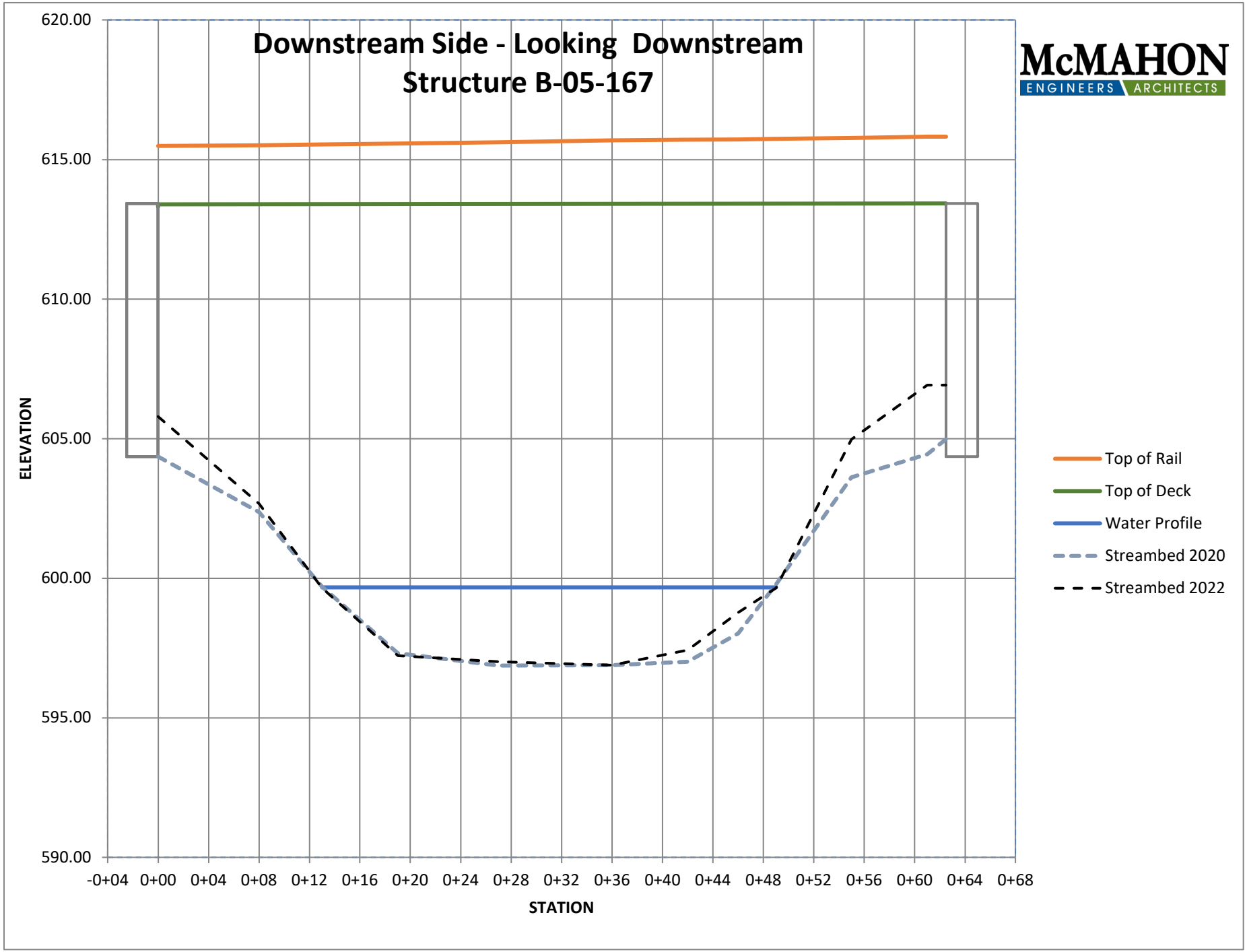
Routine Item 9

SE wingall	 b05-167_22_Rd12.jpg
Linked Element(s): Integral Wingwall	

Routine Item 10

SW wingwall	 b05-167_22_Rd13.jpg


Upstream Side - Looking Downstream
Structure B-05-167
McMAHON
ENGINEERS ARCHITECTS
620.00
615.00
610.00
605.00
600.00
595.00
590.00
ELEVATION
-0+04 0+00 0+04 0+08 0+12 0+16 0+20 0+24 0+28 0+32 0+36 0+40 0+44 0+48 0+52 0+56 0+60 0+64 0+68
STATION
Top of Rail
Top of Deck
Water Profile
Streambed 2020
Streambed 2022


Downstream Side - Looking Downstream
Structure B-05-167
McMAHON
ENGINEERS ARCHITECTS
620.00
615.00
610.00
605.00
600.00
595.00
590.00
ELEVATION
-0+04
0+00
0+04
0+08
0+12
0+16
0+20
0+24
0+28
0+32
0+36
0+40
0+44
0+48
0+52
0+56
0+60
0+64
0+68
STATION
Top of Rail
Top of Deck
Water Profile
Streambed 2020
Streambed 2022

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director
AGENDA ITEM: Pickleball court design

FISCAL IMPACT:

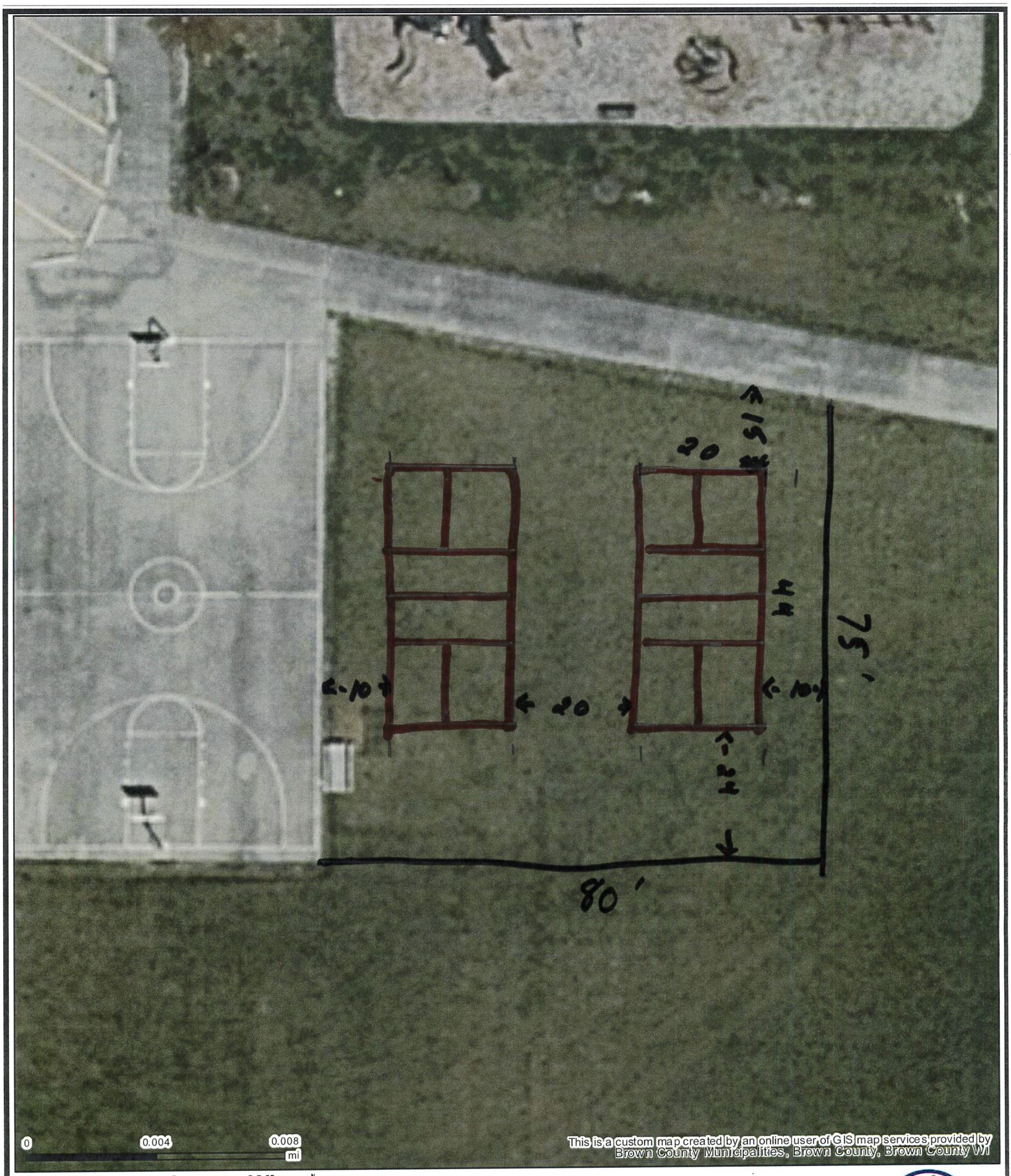
1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes-park improvement funds

Item History With the growing trend to play pickleball in our area along with the need to resurface the basketball court and trail at Quarry Park, a proposal has been put together by Fred Kolkman Tennis and Sport Surfaces, LLC. The proposal is for $13,000. It would break down into 2 parts equally. Plans and specifications would be $6,500 and Inspection would be $6,500. Fred Kolkman has been recommended by municipalities in our area who used him to do their work.

In the proposal work would need to bid out for the installation of net posts, nets, new basketball goals, and fencing around pickleball courts. Then color coat with a 4-coat color system and stripe both courts.

In the proposal the town would be responsible for the excavation and placing of stone in the new pickleball court area. Also, the removal of the existing asphalt and placing of new asphalt for the basketball court, pickleball courts, and trail to Cady Lane.

Recommended Action: I would recommend approval of the proposal from Fred Kolkman Tennis and Sport Surfaces, LLC for $13,000 for plans, specifications, and inspection of new pickleball courts and resurfacing of the basketball court and trail at Quarry Park.



Part of Brown County WI

Map printed on 5/17/2023

1:240

1 inch = 20 feet*

1 inch = 0.00379 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

(920) 448-6480

www.browncountywi.gov

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

August 7, 2023

Mr. Kurt Minten
Director of Public Works
Town of Lawrence
Lawrence, Wi

Dear Kurt,

Re: Plans and Specifications Proposal – Quarry Park Pickleball and Basketball Courts

I am pleased to submit the following proposal to create plans, specifications, and provide inspection services for the construction of the pickleball courts and reconstruction of the basketball court at Quarry Park located at 1625 Quarry Park Drive, De Pere, WI.

PROJECT DESCRIPTION

The work is to include:

1) Excavate pickleball court area to 13 1/2" below final grade
2) Install geotextile fabric
3) Install a 10" stone base
4) Strip asphalt off basketball court
5) Laser grade all courts
6) Pave with 2" of binder and 1 1/2" of surface course
7) Install net posts, nets, new basketball goals, and fencing around pickleball courts
8) Color coat with a 4 coat color system and stripe
9) Repair/replacement of walk is incidental to this project
10) Landscape around courts

Note: Items 7 & 8 are to be sent out as RFP's to contractors, all remaining items are self-performed but following our specs and plans.

SCOPE OF WORK

PHASE I - DESIGN SERVICES

- We will re-evaluate the site as necessary for construction.
- Develop construction plans and technical specifications for the court project for contractor bidding. Construction plans will include details showing how the various components of the project are to be constructed and the types of materials to be used.
- Technical specifications will be provided to assure quality control and to aid the contractor in materials and product selection and use. Specifications will be developed along with your

- assistance concerning insurance, performance bonds, construction schedule, wage rates and other items relevant to the project.

- Prior to construction bidding, we will contact several contractors that typically perform this type of work to inform them of the project and to solicit bids. We will also make additional plan sets available for other interested bidders.

- Conduct a Pre-Bid Meeting on-site with Owner and Contractors to review the scope of work, view the work site and to answer any questions about the project prior to the bid date.

- Provide a bid tabulation form for the bid opening and assist with the analysis of the bid results to determine the low bidder.

PHASE II – CONSTRUCTION ADMINISTRATION AND INSPECTION

When construction of the project is authorized by the Owner, we will conduct and document the pre-construction conference, review submittals, verify payment requests, prepare a construction photo log, and provide intermittent inspection as needed. We will also conduct the pre-final and final inspections, and obtain a signed and dated guarantee.

EXEMPTIONS

Our work will not include any design for storm water management plans.

SCHEDULE

Schedule of work to be determined.

INSURANCE

We will maintain insurance for Workers Comp, $1M General Liability, and a $1M Professional Liability policy.

FEES

For the plans and specifications, we propose to perform the work described herein for a fee of six thousand five hundred dollars and no cents ($6,500.00), in accordance with our Standard Terms and Conditions. This would be invoiced after the bid opening whether the project is accepted by the city or not.

For the Inspection services we propose to perform the work described herein for a fee of six thousand five hundred dollars and no cents ($6,500.00), in accordance with our Standard Terms and Conditions. Any change orders agreed to by both parties will be subject to a 10% fee. The inspection services would be invoiced after completion.

If the services covered by this agreement have not been completed within 12 months of the date of beginning work through no fault of ours, the amounts of compensation, rates and multiples set herein shall be adjusted.

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

Our terms and conditions apply to this contract and are attached. This proposal is good for 90 days.

This contract shall be governed by the laws of the State of Wisconsin.

Sincerely,

Fred Kolkmann Tennis & Sport Surfaces, LLC.

Fred Kolkmann

Fred Kolkmann, CTCB
President

Approved by:_____

Date:_____

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC.

Terms and Conditions

1. **Invoicing and payments:** Invoices shall be rendered as indicated. Payment is due within 30 days of invoice unless other terms are specified in the body of the contract. If payments are not received in a timely manner per the payment schedule, Fred Kolkmann Tennis & Sport Surfaces, LLC, reserves the right to file a Mechanics' Lien against the property. Any invoice unpaid after 60 days from the invoice date, may cause Fred Kolkmann Tennis & Sport Surfaces, LLC to withdraw permanently from any and all future activity on the project, and all other projects.

2. **Interest and Unpaid Balance Due**: If any amount is not paid by Client when due, the unpaid balance shall accrue interest at annual effective rate of 18%.

3. **Document Ownership:** All original calculations, sketches and construction document drawings shall remain the property of Fred Kolkmann Tennis & Sport Surfaces, LLC.

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director
AGENDA ITEM: Police window and customer counter

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes-municipal building capital.

Item History: We received a proposal from Alliance Construction for the addition of a window in the police office and a second window for an additional customer counter in the lobby for a total of $11,550.

With the police turning the town's evidence room into a police office there is a need for an exterior window. A transom window would be installed on the east wall of the office. Also, the full office would be repainted. With a rough cost of $7500.

The customer window would be installed to be accessed from the Deputy Clerk's office. It would include a counter and window that would have a 2-inch pass through at the bottom. This is needed mainly for election time with registration and early voting or when we get a busy lobby. With a rough cost of $4000.

Recommended Action: I would recommend approval of the window installations from Alliance Construction for $11,550.

Alliance
CONSTRUCTION & DESIGN
Building Beyond Expectations

PROJECT BUDGET

TOTAL PROJECT COST AS LISTED $11,550.00

"ELEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND ZERO CENTS"

IN WITNESS WHEREOF, Alliance and Owner have hereunto set their hands and seals in duplicate the day and year first written above.

Contract markup of 10% to be added to all costs except the costs stated in Appendix A.

This proposal is private and confidential between the client and Alliance Construction & Design Inc. It should be shared only with those who are in a confidential relationship with client or client's company. This proposal also may be withdrawn by Alliance if not accepted within (10) days of the date listed above.

Project Name	Town of Lawrence Renovation	
Project Number	23-095	
Owner	**Name**	
	Signature	
	Company Name & Title	Town of Lawrence
	Date	
Alliance Construction & Design, Inc.	**Name**	Mark Rukamp
	Signature	
	Company Name & Title	Alliance Construction & Design
	Date	8/1/2023

1050 Broadway St., Wrightstown, WI 54180 | 920.336.3400 | alliancebuilds.com

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Capt. Brent Olson, Hobart-Lawrence Police Dept
AGENDA ITEM: Consider Amended Police Agreement with WDP Schools re: SRO officer position title change

FISCAL IMPACT:

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

Item History: The West De Pere School District reached out regarding the current agreement for the school resource officer position at Hemlock Creek Elementary. They are planning to fund the SRO position with different source with a different grant (minor administrative change).

In order to comply with the grant, they need our contract / cost sharing agreement to refer to the position as the Community / School Resource Officer.

The grant states that a "Community / School Resource Officer could work with the community on various issues which includes working with home schooled and parochial students." This is something Sarah already does for them, so in reality they are simply requesting a modification of the agreement to change her title. As it was being modified, we also changed the costs on the last page from the 2018 – 2019 numbers to the 2022 – 2023 (most recent numbers).

I have attached a copy of the new / proposed / updated contract for the board's review. This is also going to the school board via their staff for the same approval.

Recommended Action: Recommend approval of the amended Cost Sharing Agreement for Community/School Resource Officer program with the West De Pere School District.

COST SHARING AGREEMENT REGARDING COMMUNITY / SCHOOL RESOURCE OFFICER PROGRAM BETWEEN THE HOBART/LAWRENCE POLICE DEPARTMENT AND THE WEST DE PERE SCHOOL DISTRICT

This Agreement is entered into as of [insert date of new signing], by and between Hobart/Lawrence Police Department and the West De Pere School District, ("West De Pere"), hereinafter referred to collectively as "The Parties."

WHEREAS, the Parties wish to memorialize, in writing, their desire to cost share the Community / School Resource Officer position upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of [insert date of new signing] and will self-renew each year for the following school year provided all parties agree.
2. West De Pere agrees to pay the Hobart/Lawrence Police Department 75% of the wage and benefit cost of one full-time HLPD police officer for the Community / School Resource Officer program for the school terms covered by the length of the Agreement in accordance with the attached Wage and Benefit schedule, attached hereto and incorporated by reference as Exhibit A.
    a. "Fringe" benefits identified therein shall include the following: Hobart/Lawrence Police Department contributions to the Wisconsin Retirement System, social security contributions, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.
    b. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies and photocopy costs.
    c. "Administrative charge" shall cover department administration and secretarial assistance and support costs.

3. The Hobart/Lawrence Police Department shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work for the assigned officer during the po1tion of the year not covered by the school term will be the responsibility of the Hobart/Lawrence Police Department. Any costs associated with work scheduled for the assigned officer by the Hobart/Lawrence Police Department for regular police duty during breaks in and between school years are not shared costs between the Hobart/Lawrence Police Department and West De Pere.
4. All overtime costs incurred by the Hobart/Lawrence Police Department for West De Pere District functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:45 p.m.), shall be the sole responsibility of West De Pere.
5. On or before July 1st of each year under this Agreement, Hobart/Lawrence Police Department will invoice West De Pere for 75% of the officer costs incurred over the proceeding 6-month period (January-June). Such invoice shall be paid on or before July 31st of the year invoiced. On or before January.1st of each year, the Hobart/Lawrence Police Department will invoice West De Pere for 75% of the officer costs incurred over the preceding 6-month period (July-December). Said invoices shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.
6. This Agreement will not become effective unless and until authorized by the Hobart/Lawrence Police Department.
7. Either party retains the right to terminate this agreement upon a 60-day written notice to the other part. If this agreement is so terminated, West De Pere shall be invoiced

for the actual costs incurred by the Hobart/Lawrence Police Department for said officer during the preceding period not yet invoiced.

8. The Community / School Resource Officer could work with the community on various issues which includes working with home schooled and parochial students.

Dated this _____ of _____, 2023

TOWN OF LAWRENCE

_____
Patrick Wetzel, Village Administrator

WEST DE PERE SCHOOL DISTRICT

_____
Dennis Krueger, Superintendent

_____
School Board President

VILLAGE OF HOBART

_____
Aaron Kramer, Village Administrator

HOBART-LAWRENCE POLICE DEPARTMENT

_____
Mike Renkas, Chief of Police

Personnel and Equipment/Supplies Costs for School Liaison Officer
West De Pere School District (40 hours per week)

2022 - 2023 Costs

Fiscal Year		2019-2020
Wages	$	75,628.80
Retirement	$	9,983.60
Pay Tax	$	5,785.61
Fringe Benefits	$	5,076.82
Worker's Comp	$	3,309.13
TOTAL		99,783.96
4% Administrative Charge	$	3,991.34
Equipment/Uniform/Supplies	$	600.00
GRAND TOTAL		104,375.30

WDPSDI		
$104,375.30 X .85 (% for school year)= $88,719.01		
Full Year	85% School Year	Liaison Reimbursement
$ 104,375.30	$ 88,719.01	$ 88,719.01

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Melissa Hongisto, Deputy Clerk; Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: **Town Hall Dedicated Internet Access Provider Proposals**

FISCAL IMPACT:

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

Item History

The Town of Lawrence has had internet provided by Lumen for approximately 5-6 years. With the contract recently ending, the town was notified of a significant price increase of several hundred dollars per month. We were in communication with Lumen regarding the high cost. After many discussions, we decided to search for other providers in the area for comparison. We were fortunate to have been provided with the name of someone who has been in the business a long time and highly recommended by AIT, our IT support provider. Bob Schmeckpeper was not only extremely fast and efficient—he helped navigate our current bill when it seemed we couldn't get a simple answer from Lumen. Here's what we found:

Lumen renewal to remain at the 50Mbps:	$1153.88 / month - 36-month contract
Lumen – increase speed to 200Mbps:	$1282.09 / month – 36-month contract
Spectrum – 200Mbps:	$799.00 / month – 36-month contract
Spectrum - 200Mbps:	$719.00 / month – 60-month contract

There is a 1-3 month wait for the build out if we move to Spectrum. However, there would be no cost to the town for the build-out.

Recommended Action:

It would be our recommendation to move forward with switching to Spectrum for our internet provider under the 60-month contract for $719.00 per month. Understanding that it will take 1-3 months for the build out and there will be no charge incurred to the Town of Lawrence for this build out.

LUMEN®

Renewal Order Form

Customer Name: Town of Lawrence

BusOrg ID: 2-CJX5JJ

Transaction ID: 190188-36-01

Requestor: Lohner, Casey (Casey)

Customer Contact: Melissa Hongisto

Billing Account Number: 5-7SSHTCCC

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
2400 SHADY COURT, DE PERE, WI, UNITED STATES, 54115	900 N KINGSBURY STREET, CHICAGO, IL, UNITED STATES, 60610	Access FE On-Net	Dedicated Internet Access (DIA)	BDGD3453	BBRN97343	36			0.00	0.00
2400 SHADY COURT, DE PERE, WI, UNITED STATES, 54115		Logical Interface - CDR: 50 MBPS	Dedicated Internet Access (DIA)	BDGD3453	BBRN97344	36	0	0	1,282.09	1,153.88
2400 SHADY COURT, DE PERE, WI, UNITED STATES, 54115		Fixed Port FE ** Fixed Port - CDR: 50 MBPS	Dedicated Internet Access (DIA)	BDGD3453	BBRN97346	36			0.00	0.00
									1,282.09	**1,153.88**

LUMEN®

Summary of Monthly Recurring Charges

Billing Account Number: 5-7SSHTCCC

Currency:	**USD**
Total New MRC:	**1,153.88**
Total Savings:	**128.21**
Total Savings (%):	**10.00 %**

LUMEN®

Terms and Conditions

1. “Lumen” is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services in this renewal Order are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with these terms. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days’ written notice. If Customer cancels or terminates Service for any reason other than Lumen’s uncured default or if Lumen terminates due to Customer’s uncured default, then Customer will pay Lumen early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for months 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service under this Agreement.

2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and New Service Term to be effective on that following invoice. Otherwise, rates and New Service Term will be effective as of the second full monthly invoice for such Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or New Service Term set forth in this renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer will pay any charges that are accrued but unpaid under the Existing Agreement.

3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. If your Existing Agreement has a minimum service period, then the minimum service periods for existing Services will not carry forward.

4. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the performance or failure to perform under this renewal Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Unless otherwise set forth in a Service Attachment, Customer will pay the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees.

7. If your network service utilizes TDM access, then the following apply: (a) During the Service Term and on 60 days’ prior written notice, Lumen may re-provision Services (“Service Re-provision”). If Customer objects to the Service Re-provision, Customer may terminate the affected Service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM Services. Lumen will provide Customer 60 days’ prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (ii), Customer’s requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected Service will continue to be provided at the rates set forth in the Rerate Notice.

LUMEN®

Customer Name: _____

Customer Signature: _____ Date: _____ Renewal Pricing Expires On: 17-Oct-23

Document No. DOC-0001258265
Scenario: SM10414171

LUMEN®

Customer Information and Contract Specifications

Customer Name: Town of Lawrence
Account Number: 2-CJX5JJ

Currency: USD
Monthly Recurring Charges (MRC): $1,282.09
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
2400 SHADY CT DE PERE WISCONSIN 54115 9410 UNITED STATES	**Dedicated Internet Access**	Modify	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	Access - On Net	Modify	36	1			$671.16	$0.00
	- Bandwidth = GigE							
	- Access Sub Bandwidth=200 Mbps							
	IP Port			1				
	IP Logical			1	$610.93	$0.00	$610.93	$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate = 200 Mbps							
	Subtotal						**$1,282.09**	**$0.00**
	Totals						**$1,282.09**	**$0.00**

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be

Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the “Service(s)”) is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a “Lumen MSA”), and applicable Service Attachment(s) for the Services described in this Order will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the “Customer Commit Date”), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a “Connection Notice”), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days’ written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen’s uncured default or if Lumen terminates due to Customer’s uncured default, then Customer will pay Lumen’s standard early termination liability charges as identified in the Ancillary Fee Schedule at: http://www.lumen.com/ancillary-fees.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end point's for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit http://www.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at https://www.centurylink.com/business/login/) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it

applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: Town of Lawrence
Total MRC: $1,282.09 **Total NRC: 0**
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 08-01-2023

Spectrum BUSINESS AUTHORIZED CHANNEL PARTNER

TOWN OF LAWRENCE est. 1847

Bob Schmeckpeper
N275 Pinecrest Blvd
Appleton, WI 54915
(920) 830-4000
Bob@TelecomAssociates.com

Town of Lawrence

7/27/23

2400 Shady Ct / DePere, WI 54115

Spectrum Fiber Internet

Charge Type	Quantity	Per minute	Per call	Per line	36 Month	60 Month
Local Access Lines - POTS	0				$0.00	$0.00
Local Calls & ECC	0				$0.00	$0.00
Long Distance - Outbound	0				$0.00	$0.00
Long Distance - Inbound	0				$0.00	$0.00
TV Service	0				$0.00	$0.00
Misc.	0				$0.00	$0.00
Internet	1	Fiber Optic: 200.0Mb x 200.0Mb			$799.00	$719.00
Internet - Static IP Address	5			Incl!	$0.00	$0.00
Taxes and Fees - APPROXIMATED.	0				$0.00	$0.00
				Spectrum Total Bill -->	$799.00	$719.00

Get a FREE Fiber Build-out!

<-- Includes ALL Taxes and Fees.

TOTAL Bill Cost - 36-month Term	$799.00
TOTAL Bill cost - 60-month Term	$719.00

One-time Setup Fee	$250.00

Spectrum Fiber Optic Service Level Agreement (SLA)

1) Network Availability: 99.99%!
2) Mean Time to Restore: 4 hours!
3) Latency: 40 ms!
4) Packet Loss: <0.05%!
5) Delay Variation / Jitter: <2 ms!

Get SCALABLE Internet Speed for the Long Term!

Get 99.99% Uptime over Any Rolling 12-month Period!

Fiber Optic Dedicated Internet Access (36-month term):

1) 100.0Mb x 100.0Mb, $649.00/month! ($584.00 for 60-month term)
2) 200.0Mb x 200.0Mb, $799.00/month! ($719.00 for 60-month term)
3) 500.0Mb x 500.0Mb, $1,099.00/month! ($989.00 for 60-month term)

Confidential and Proprietary

Agenda Item Review

Meeting Date: 8/14/23
Agenda Item#: 17

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: Update on Schedule toward Consideration of TIF District 3 Creation – Mid Valley/Freedom

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Would be created as TIF 3 funding/budget

Item History: As part of the review for the consideration/creation of TIF District #3, we've firmed up a review schedule for the months of August, September and October.

In general, we're building upon the information that we had reviewed at previous meetings on necessary tasks for the consideration of TID #3:

- Identifying a boundary that is within the Town's Sewer Service Area at the I-41 / CTH S Interchange

- Identifying a list of infrastructure projects that may become necessary during the life of the TIF District to promote mixed use development across the proposed TID boundary (some light industrial, commercial and residential/multi-family uses).

- Conservatively estimate the scope and timing of potential new development that would generate new incremental tax revenue in order to finance/pay off the public project expenses in the list above

You will find three attachments similar to what we've previously discussed for boundary, project costs and development value, which we'll discuss this week.

Fabick has informed us that they intend to start their project within the next 1-2 months, and that they intend to have buildings erected on the site by the end of December. This signals to us that we'd aim to have the TIF District created with a base year of 2023, in order to capture their current site without improvement value on it for their base value. Any buildings or improvements added this fall/winter would then be captured to maximize incremental tax revenue to assist in paying for the project expenses for the TID.

That being said, the 4th attachment is an updated TID 3 creation timeline. Please find the red notes on the left hand side as it relates to Planning & Zoning Cmte review for AugustSeptember.

Planning & Zoning will hold a public hearing to gather input on the proposed boundary, the proposed list of expenses, and the development value revenue and financing plan.

We are aiming for the Town Board to take a vote on the TID 3 Creation Plan at the end of September, at the regularly scheduled Town Board meeting for Mon Sept 25th.

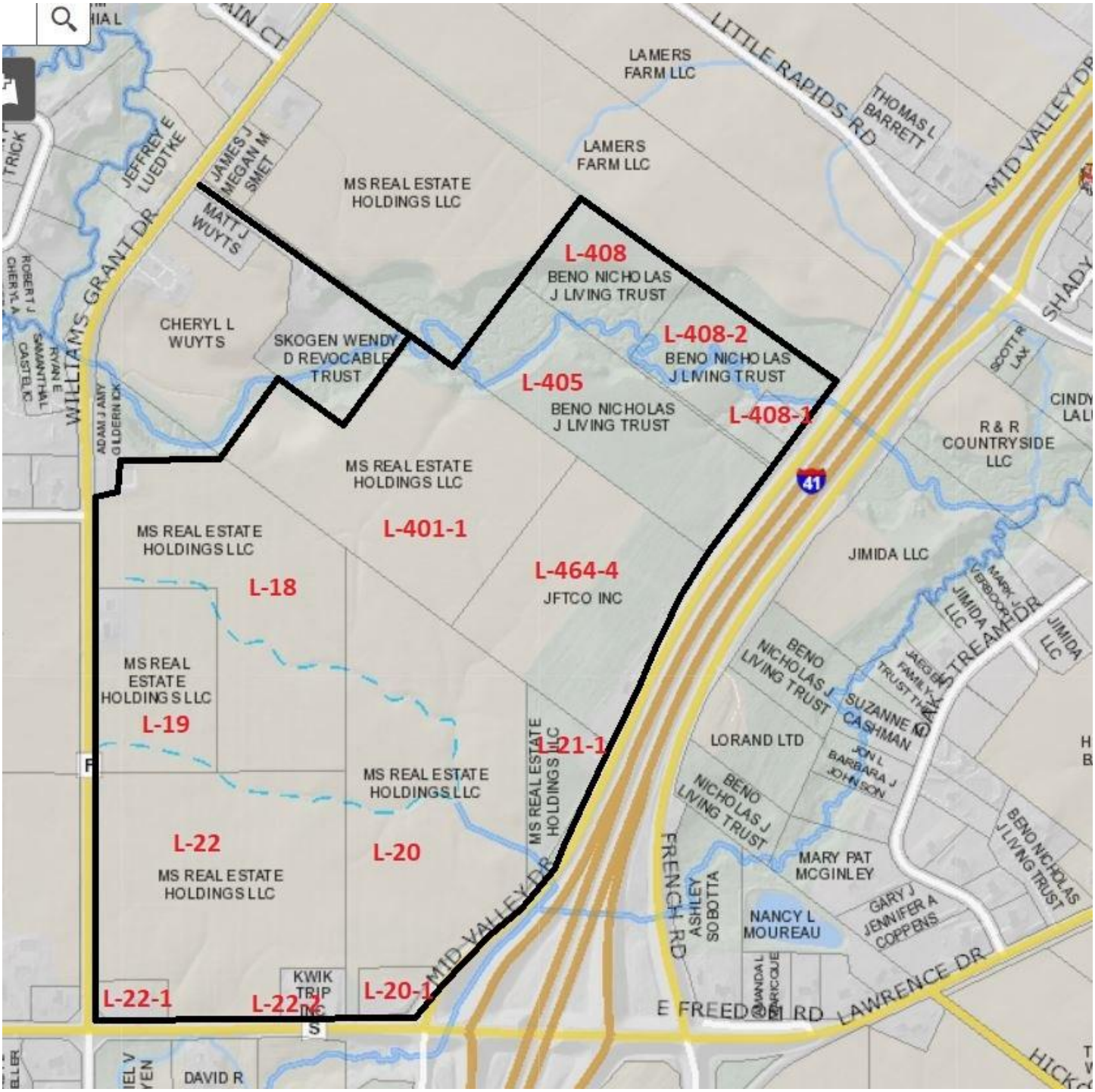
By statute, the Town Board would have to wait 14 days after the PZ Public Hearing before taking action on the proposed TID plan.

The Planning & Zoning Committee voted on August 9th to set their September meeting for Wednesday Sept. 6th, and to hold a public hearing on the creation of TID #3, in order to meet the 14 day minimum period between PZ and Town Board review in September.

Recommended Action: NO action this evening, just update on the planned schedule and draft documents created by Town staff to date on boundary, projects, new value to be created.

PROPOSED TIF DISTRICT #3 BOUNDARY

Town of Lawrence – Drafts for August 2023



Town of Lawrence - Proposed TID 3 Project Expenses - Project Plan

August 2023 draft

List of Potential Projects to be Considered within TID 3 in Future Phases-Years

Projects on list do not have to be completed or considered

	Phase I 2023-2024	Phase II 2025	Phase III 2026	Phase IV 2027	Phase V x	
TID Creation Expenses	$ 30,000					
Mid Valley Water/Sewer Extensions	$ 2,700,000					
Phase I - Water/Sewer/Road Extensions		$ 1,750,000				
Phase II - Water/Sewer/Road Extensions			$ 1,750,000			
Regional Stormwater Pond - Town Share				$ 500,000		
Roundabout - CTH S and CTH F				$ 750,000		
Potential Development Incentives					$ 3,000,000	
	$ 2,730,000	$ 1,750,000	$ 1,750,000	$ 1,250,000	$ 3,000,000	**$ 10,480,000**
						Proposed Total

Town of Lawrence - Prelim TID 3 Development Projections

August 2023 draft

New Taxable Value Proposed to be Created by Year

		COMMERCIAL	INDUSTRIAL	RESIDENTIAL	total by year
2023			$ 500,000		$ 500,000
2024			$ 14,500,000		$ 14,500,000
2025				$ 2,000,000	$ 2,000,000
2026				$ 10,200,000	$ 10,200,000
2027				$ 9,200,000	$ 9,200,000
2028				$ 13,600,000	$ 13,600,000
2029		$ 6,000,000	$ 10,000,000		$ 16,000,000
2030		$ 6,000,000	$ 10,000,000		$ 16,000,000
2031		$ 9,000,000	$ 10,000,000		$ 19,000,000
2032					
Total		**$ 21,000,000**	**$ 45,000,000**	**$ 35,000,000**	**$ 101,000,000**

TOWN OF LAWRENCE, WI
2023 TAX INCREMENTAL DISTRICT NO. 3 MIXED-USE CREATION

ACTION DATE	STEP
Aug.	Town will provide Ehlers with a list of the parcel tax key #'s within the District, pertinent parcel information, the maps, list of projects and costs, etc.
	Ehlers will prepare & provide the Town with a feasibility analysis report, options, and/or draft project plan document
Aug 9th	Planning & Zoning Committee makes a motion to call for a public hearing (optional)
Aug. 14	Ehlers' will e-mail a Notice to Official Town Newspaper of organizational JRB meeting & public hearing. (cc: Town)
	Ehlers will mail notification letters, along with required enclosures, to overlapping taxing jurisdictions of JRB organizational meeting & public hearing, as well as the agenda - to be posted by the Town. (cc: Town & attorney) *(Letters must be postmarked prior to first publication).*
	Ehlers will provide Town, overlapping taxing entities, and/or Town Attorney with [revised] draft Project Plan document, if not yet provided and/or necessary, as well as agenda language (Town to post) & resolution (Town to distribute) for first meetings, and will also request legal opinion of the plan.
Aug. 21	First Publication of Public Hearing & JRB Meeting Notice *(Week prior to second notice & at least 5 days prior to JRB meeting)*
Aug. 28	Second Publication of Public Hearing & JRB Meeting Notice. *(At least 7 days prior to public hearing)*
Week of Sept 5- 8th Special PZ Meeting	Joint Review Board meets to review plan, appoint chairperson and public member and set next meeting date. *(Prior to public hearing)*
	Planning & Zoning Committee Public Hearing on Project Plan and approval of TID boundary. *(Within 14 days of second publication)*
	Planning & Zoning Committee reviews plan & approval of District Project Plan and boundaries.
	Ehlers will provide Town & Town Attorney with revised draft Project Plan, if necessary, as well as agenda language (Town to post) & resolution (Town to distribute) for Town Board meeting.
Sept. 25	Town Board reviews Plan & adopts resolution approving District Project Plan and boundaries. *(at least 14 days after hearing)*
Sept. 26	Ehlers' will e-mail a Class 1 Notice to Official Town Newspaper of JRB meeting. (cc: Town)
	Ehlers will mail notices & required attachments to JRB of the final meeting, along with the Agenda (Town to post). (cc: Town & Attorney) *(Letters must be postmarked prior to publication).*
Sept. 29	Publication of JRB Meeting Notice *(At least 5 days prior to meeting)*
Oct. 4 – 27	Joint Review Board consideration. *(Within 45 days of notification of meeting / receipt of Planning & Zoning Committee & Town Board resolutions)*
Oct. 31	Ehlers will notify the DOR within 60 days of approval that the TID creation took place. Ehlers will then gather prepare, and submit state forms & required documents to the state, once the 2023 assessed parcel values available (following the BOR) & we receive all remaining maps, legal descriptions, parcel information, documents, etc. from the Town. **DOR filing deadline October 31.**

Planning and Zoning Committee typically meets the 2nd Wednesday of the month
Town Board meets: 2nd & 4th Monday @ 6:30 p.m.
Green Bay Press-Gazette, publishes daily & deadline is 48 hours prior to publication. The email is:
legals@greenbaypressgazette.com