

Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, September 9, 2024, at 6:00 P.M.
***Note New Start Time**

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 August 26, 2024, Town Board Meeting.
7. Consideration of payment of due invoices
8. Consideration of Police Department Facilities Proposal Between Lawrence and Hobart– Chief Renkas
9. Consideration of Change Order #5 – Mid Valley Utility Relocate – PTS Contractors – Fuse Pipe/Relocating 6” Water Main – Add \$18,931.01 to Contract
10. Consideration of Pay Request #5 Little Rapids Subdivision – Calnin & Goss - \$123,715.47
11. Consideration of Pay Request #10 2023 Sanitary Sewer & Water Main Const. – Superior Sewer & Water Inc. - \$108,226.80
12. Consideration of Ordinance 2024-005 Amend Ordinance Chapter 137 – Comprehensive Plan – To Reflect 2024 Approved Update in Town Ordinances
13. Consideration of Resolution #2024-015 Regarding Intergovernmental Cooperative Agreement for WI Recycling Consolidation Grant for Calendar Year 2025
14. Consideration of Resolution 2024-016 Approving State Trust Fund Loan Financing of Infrastructure Projects: Beck/Tigerwood Extension, Torchwood Extension, and Quarry Park Dr. Culverts
15. Consideration of Quote for Replacement of Plotter Machine – Town Hall
16. Review of New Proposed Special Events Ordinance
17. Consideration for Establishing Park Committee
18. Administrator/Staff Reports
19. Future Agenda Items
20. **Closed Session:** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: emergency services agreement updates and Town Land Sales/TIF Development negotiations*)
21. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
22. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on September 6, 2024,

☒ *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, August 26, 2024

1. Call to Order

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

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brienens, Bill Bain, Lori Frigo, Kari Vannieuwenhoven

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

Present Virtually: Police Chief, Michael Renkas

3. Pledge of Allegiance

4. Approve Agenda

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

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

5th District Assembly Representative, Joy Goeben was introduced and recognized at the meeting.

Comments received from Don Meulemans, 3466 Mid Valley Drive

6. Consider minutes of the July 22, 2024 and August 5, 2024, Town Board Meetings:

Supervisor Frigo made the motion to approve the July 22, 2024 and the August 5, 2024 Town Board meeting minutes as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

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

- a. Consideration of Site Plan Review for Commercial Building by VerHalen Inc, at 0 French Road, Parcel L-452 by ANnJN LLC:

Mike Kohlbeck from McMahon spoke on behalf of the proposed project, presenting plans for the shop and showroom for VerHalen.

Supervisor Bain made the motion to approve the site plan for commercial building by VerHalen Inc, at 0 French Road, Parcel L-452 by ANnJN LLC as presented.

Supervisor Frigo seconded the motion. The motion carried unanimously.

- b. Consideration of 2 Lot Certified Survey Map (CSM), portions of Parcels L-405 & L-408 by Town of Lawrence:

The CSM was created to allow for design of future utility access to the Mile Source property behind Fabick.

Supervisor Frigo made the motion to approve the 2-lot Certified Survey Map (CSM), portions of parcels L-405 & L-408 by the Town of Lawrence as presented.

Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

9. Consideration Municipal Court Adjustments – 2025 Wages & Moving Court to Hobart Fire Station:

Judge Gregg Schreiber discussed proposals for salary increase for the municipal court judge, technology updates that have been implemented and the need for additional parking for safety reasons.

Supervisor Brienien made a motion, also approved by the Village of Hobart at a previous meeting, to approve the increase of the Municipal Court Judge's salary by \$1,000 per year in 2025, 2026 and 2027, and to support the relocation of the current court operations from the Hobart Village Office to the Hobart Fire Station on South Pine Tree Road at a future date to be determined. Supervisor Bain seconded the motion. The motion carried unanimously.

10. Consideration of Proposed Police Department Personnel/Pay Scale Adjustments and Career Development Program – Chief Renkas:

Chief Renkas reviewed the proposed Employee Manual, changes to existing pay scale and the Career Development Program.

Supervisor Brienien made the motion to approve the proposed Police Department Personnel/Pay Scale Adjustments and Career Development Program pending funding approval during budget time. Supervisor Bain seconded the motion. The motion carried unanimously.

11. Consideration to Select Fire Space Needs Analysis Consultant:

Supervisor Bain made a motion to approve the Wendel Companies, Five Bugles Design to conduct the Fire Space Needs Analysis as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

12. Consideration of Bids Received for Quarry Park Drive Culvert Replacements:

Supervisor Bain made the motion to award the bid to DeGroot Inc. for Quarry Park Drive culvert replacements in the amount of \$284,029.68. Supervisor Frigo seconded the motion. The motion carried unanimously.

13. Consideration of Resolution #2024-013 Authorizing and Approving the Sale of Land to Shawn & Kayla Bartolazzi – Parcel L-458-8 – 2448 Little Rapids Rd:

Supervisor Brienien made the motion to approve Resolution #2024-013 Authorizing and Approving the Sale of Land to Shawn & Kayla Bartolazzi – Parcel L-458-8 – 2448 Little Rapids Rd as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

14. Consideration of Resolution #2024-014 Location Consideration for Future I-41 Noise Barrier Walls:

Supervisor Bain made the motion to accept and approve Resolution #2024-014 Location Consideration for Future I-41 Noise Barrier Walls listing Mr. Perock's individual property parcel L-451-4 to the resolution as discussed. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienien, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

15. Consideration of Renewal Option on Current Garbage/Recycle Collection Contract for beyond 2024:

The Town's current contract with GFL for garbage and recycling collection service expires at the end of 2024, on December 31st. The Town needs to inform GFL by the end of August of intent to renew or not renew the current contract. Staff recently solicited quotes for garbage and recycling collections services on a five-year contract. Proposals received are currently being reviewed.

Supervisor Bain made the motion to not renew the current garbage and recycling collection contract for beyond 2024 as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.

16. Administrator/Staff Reports

Staff reports were given.

17. Future Agenda Items:

a. Police Department Facilities.

- 18. Closed Session:** Supervisor Bain made the motion to move into closed session at 8:16pm Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: emergency services agreement updates and Town Land Sales/TIF Development negotiations*). Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

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

Supervisor Bain made the motion to return to regular open session at 8:54pm. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

20. Adjourn:

Supervisor Frigo made the motion at 8:54pm to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	53806	Microsoft Office-Anti Virus	09/01/2024	405.00	.00		
869	AIT Business Technologies, LLC	53807	Server Backup	09/01/2024	199.99	.00		
869	AIT Business Technologies, LLC	53808	IT Services	09/01/2024	629.99	.00		
869	AIT Business Technologies, LLC	53809	Telephone Service	09/01/2024	150.00	.00		
869	AIT Business Technologies, LLC	53809	Sewer Telephone	09/01/2024	75.00	.00		
869	AIT Business Technologies, LLC	53809	Water Telephone	09/01/2024	75.00	.00		
Total AIT Business Technologies, LLC:					1,534.98	.00		
Apple Valley Landscaping, LLC								
1082	Apple Valley Landscaping, LLC	2862	Mahogany Pond	09/03/2024	1,700.00	.00		
1082	Apple Valley Landscaping, LLC	2863	Parkway South Pond	09/03/2024	1,000.00	.00		
Total Apple Valley Landscaping, LLC:					2,700.00	.00		
Associated Appraisal Consultants, Inc								
31	Associated Appraisal Consultants,	176108	Town Assessor	09/01/2024	1,461.57	.00		
Total Associated Appraisal Consultants, Inc:					1,461.57	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80170677	Services	08/29/2024	176.40	.00		
Total Badger Meter, Inc:					176.40	.00		
Barrier Security Systems								
916	Barrier Security Systems	8795	Security Monitoring	08/27/2024	899.40	.00		
Total Barrier Security Systems:					899.40	.00		
Bear Graphics								
623	Bear Graphics	0945199	Outer Election Envelopes	08/26/2024	471.12	.00		
Total Bear Graphics:					471.12	.00		
Calumet Dryer Services, LLC								
1027	Calumet Dryer Services, LLC	16503	Salt Shed	08/30/2024	32,161.00	.00		
Total Calumet Dryer Services, LLC:					32,161.00	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3497	August Billing	09/04/2024	44,870.18	.00		
Total Central Brown County Water Authority:					44,870.18	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9009234621	Water Testing	08/20/2024	32.00	.00		
Total Clean Water Testing LLC:					32.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Country Visions Cooperative								
106	Country Visions Cooperative	219987	Fuel- Public Works	08/16/2024	724.30	.00		
106	Country Visions Cooperative	9246	Grass Seed	09/05/2024	205.00	.00		
Total Country Visions Cooperative:					929.30	.00		
Diggers Hotline								
125	Diggers Hotline	240 8 19551	WF-Locate Service	08/31/2024	134.98	.00		
125	Diggers Hotline	240 8 19551	SF-Locate Service	08/31/2024	134.98	.00		
Total Diggers Hotline:					269.96	.00		
Ewald Automotive Group LLC								
586	Ewald Automotive Group LLC	47490	Fire Chief Vehicle	08/29/2024	44,418.50	.00		
Total Ewald Automotive Group LLC:					44,418.50	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1113	Electrical Inspection-2818 Mid Vall	08/23/2024	242.96	.00		
Total Fameree Consulting & Inspection:					242.96	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	l2024-08-26	Auger Holes for Signs	08/23/2024	450.00	.00		
Total Fisher Concrete Sawing, Inc:					450.00	.00		
Greenleaf Fire Department								
1201	Greenleaf Fire Department	24L W00289	Mutual Aid Assistance	08/28/2024	350.00	.00		
Total Greenleaf Fire Department:					350.00	.00		
Horton Group, Inc								
1113	Horton Group, Inc	119720	Auto Ins - Chev Silverado-Scott's	06/27/2024	451.00	.00		
Total Horton Group, Inc:					451.00	.00		
Jim's Johns, Inc.								
233	Jim's Johns, Inc.	19458	Park Portable Restroom	08/31/2024	314.00	.00		
Total Jim's Johns, Inc.:					314.00	.00		
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	082824	Storm Damage	08/28/2024	324.45	.00		
253	Kocken Bros Trucking & Excavati	082924	Town Hall Parking Lot	08/31/2024	4,379.56	.00		
253	Kocken Bros Trucking & Excavati	083124	Parer Coatings Laterals	08/31/2024	11,280.56	.00		
Total Kocken Bros Trucking & Excavating:					15,984.57	.00		
Kodiak Excavating Inc								
254	Kodiak Excavating Inc	3518	Stone for Yard Waste Site	08/28/2024	1,447.50	.00		
Total Kodiak Excavating Inc:					1,447.50	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	00935512	Packerland Water & Sewer - TID	06/28/2024	1,059.15	.00		
285	McMahon Associates, Inc.	00935513	Quarry Park Culverts	06/28/2024	6,537.65	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
285	McMahon Associates, Inc.	00935514	Scheuring Rd Urbanization	06/28/2024	202.50	.00		
285	McMahon Associates, Inc.	00935515	Torchwood Extension	06/28/2024	3,101.04	.00		
285	McMahon Associates, Inc.	00935527	Mid Valley Utilities - TID 3	06/28/2024	26,770.75	.00		
285	McMahon Associates, Inc.	00935529	Little Rapids Subdivision	06/28/2024	34,802.87	.00		
285	McMahon Associates, Inc.	00935530	Orange Ln Utility Relocate	06/28/2024	14,982.15	.00		
285	McMahon Associates, Inc.	00935753	Torchwood Extension	07/24/2024	12,130.00	.00		
285	McMahon Associates, Inc.	00935755	Quarry Park Culverts	07/24/2024	11,184.35	.00		
285	McMahon Associates, Inc.	00935791	Tigerwood/Beck Way	07/24/2024	5,048.50	.00		
Total McMahon Associates, Inc.:					115,818.96	.00		
Menards Inc								
286	Menards Inc	36151	Fire Dept Maintenance	08/26/2024	20.26	.00		
Total Menards Inc:					20.26	.00		
NAPA								
306	NAPA	420866	Truck #8	08/27/2024	6.99	.00		
Total NAPA:					6.99	.00		
Northeast Asphalt Inc.								
311	Northeast Asphalt Inc.	30-00011459	Town Hall Parking Lot Extension	09/05/2024	3,954.15	.00		
Total Northeast Asphalt Inc.:					3,954.15	.00		
Northwoods Superior Chemical								
315	Northwoods Superior Chemical	389417	Park Supplies	04/19/2024	184.94	.00		
315	Northwoods Superior Chemical	389418	Park Maintenance	04/19/2024	898.80	.00		
315	Northwoods Superior Chemical	395757	Park Maintenance	07/15/2024	898.80	.00		
315	Northwoods Superior Chemical	395886	Park Supplies	07/16/2024	93.75	.00		
Total Northwoods Superior Chemical:					2,076.29	.00		
Olson Trailer & Body LLC								
1154	Olson Trailer & Body LLC	79280	Replace Spreader-Truck #4	08/16/2024	2,200.00	.00		
Total Olson Trailer & Body LLC:					2,200.00	.00		
Province Builders								
590	Province Builders	24-02-0004	Contractor Deposit Refund-1153 A	08/26/2024	1,000.00	.00		
Total Province Builders:					1,000.00	.00		
PTM Document Systems								
1050	PTM Document Systems	0089649	1099 Forms & Envelopes	08/23/2024	39.44	.00		
Total PTM Document Systems:					39.44	.00		
Public Service Commission of WI								
939	Public Service Commission of WI	2406-I-03095	Water Rate Case Review	07/18/2024	54.85	54.85	08/27/2024	
Total Public Service Commission of WI:					54.85	54.85		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	083124	Financial Consultant	08/28/2024	536.25	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Ruechel, Brian C.:					536.25	.00		
Ryba Built Homes								
568	Ryba Built Homes	24-01-0016	Contractor Deposit Refund-2931-	09/04/2024	1,000.00	.00		
Total Ryba Built Homes:					1,000.00	.00		
Swiderski Power Inc								
1202	Swiderski Power Inc	WF33948	Tractor Repair	09/05/2024	2,036.56	.00		
Total Swiderski Power Inc:					2,036.56	.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	65400060	Services 2400 Shady Ct	07/02/2024	67.38	.00		
801	Wil-Kil Pest Control	65412760	Services 2400 Shady Ct	07/25/2024	67.38	.00		
801	Wil-Kil Pest Control	65412761	Services 2400 Shady Ct	07/26/2024	147.45	.00		
801	Wil-Kil Pest Control	65412762	Services 1780 Crimson Ct	07/16/2024	79.50	.00		
801	Wil-Kil Pest Control	65412763	Services 1625 Quarry Park Dr	07/16/2024	79.50	.00		
801	Wil-Kil Pest Control	65413471	Services 2595 French Rd	07/26/2024	106.00	.00		
801	Wil-Kil Pest Control	66312049	Services 2400 Shady Ct	08/19/2024	67.38	.00		
Total Wil-Kil Pest Control:					614.59	.00		
Wisconsin Public Service Corp								
1134	Wisconsin Public Service Corp	3416928-1	Little Rapids Subdivision-Street Li	08/09/2024	13,754.59	13,754.59	08/27/2024	
1134	Wisconsin Public Service Corp	WR-3420402-1	Little Rapids Subdivision - Electric	08/14/2024	86,127.08	86,127.08	08/27/2024	
Total Wisconsin Public Service Corp:					99,881.67	99,881.67		
Wrightstown Fire Department								
1200	Wrightstown Fire Department	24L W00289	Mutual Aid Assistance	08/28/2024	262.50	.00		
Total Wrightstown Fire Department:					262.50	.00		
Grand Totals:					378,666.95	99,936.52		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

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

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

HOBART/LAWRENCE

POLICE DEPARTMENT

2990 S. Pine Tree Rd.
Hobart, WI 54155
Phone 920-869-3800
Fax: 920-869-2048

Michael Renkas
Chief



Date: 7/16/2024

To: Hobart Village Board & Town of Lawrence Board

Re: Police Department Building Concept

This year, both presidents and Administrators have had numerous meetings to discuss the police department. One of the main topics was understanding the future of the Joint Department regarding a building project estimated for completion around 2028.

Financing has been a significant topic, and understanding how to do this with two municipalities has created a hurdle to overcome if a building were to be built together. Location is another issue that has been discussed. Not only where a potential site would be located, which would need to be ideal for both communities, but also with land that can be acquired without cost.

After these issues were identified and discussed in detail between the above-mentioned parties, a general concept was agreed upon to be brought to both boards for discussion and action. This idea was to have each municipality provide space to the department through their means without assistance from the other municipality.

For example, Lawrence is planning a new Fire Station. As part of that, building space could be provided to the police department for several offices and parking. Hobart would then build their own standalone public safety center, which would house the police department and all its needs.

The concept calls for the Hobart location to be the primary site where most of the department activity will occur (Evidence, Reception, etc.). The section car would use the Lawrence location, and other meeting/ investigative activity would happen there as necessary.

Conclusion

We are looking for approval of this concept, which will be further expanded upon in the update of the Third Hobart-Lawrence Intergovernmental Police Protective Service Agreement, which is estimated to come to the boards in September/October 2024 for consideration.

Respectfully Submitted,

Michael Renkas – Chief of Police



Agenda Item Review

Meeting Date: September 9, 2024
Agenda Item#: 9

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Consider Change Order #5 – Mid Valley Utilities Relocate - PTS - \$18,931.01**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within reimbursement amount from WisDOT

Item History

PTS Contractors has been steadily working on the Mid Valley Drive Utilities Relocation project in order to prep and move utilities for the upcoming new Southbridge Interchange with I-41. Along the way, various adjustments have been necessary while coordinating this relocation of our existing utilities and the DOT's contractors prepping for early filling activities for the new interchange.

PTS is requesting a change order to add \$18,931.01 to the Town contract to account for fusing of pipe and relocation of certain sections of 6" water main.

These costs are still within the reimbursement level the Town expects from WisDOT on this project.

McMahon has reviewed the change order request and recommends approval.

Recommended Action By Town Board

Recommend approval of Change Order #5 for Mid Valley Utilities Relocation Project with PTS Contractors in the amount of \$18,931.01.



August 22, 2024

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

Re: Town of Lawrence
Mid Valley Drive Utility Relocation
Change Order #5
McM. No. L0017-09-23-00254

Dear Patrick:

Enclosed herewith is Change Order #5 for the above referenced project. This change is an increase in the Contract in the amount of \$18,931.01. The current Contract Price is \$2,719,952.36.

Please review and sign in the space provided. **Return all copies to our office,** and we will distribute them accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

Matt Greely /car

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

MJG:car

Enclosure: Change Order #5

PTS CONTRACTORS, INC.
4075 Eaton Road
Green Bay, WI 54311

Contract No. L0017-09-23-00254
Project File No. L0017-09-23-00254
Change Order No. Five (5)
Issue Date: August 14, 2024
Project: Town of Lawrence
Mid Valley Drive Utility Relocation

You Are Directed To Make The Changes Noted Below In The Subject Contract:

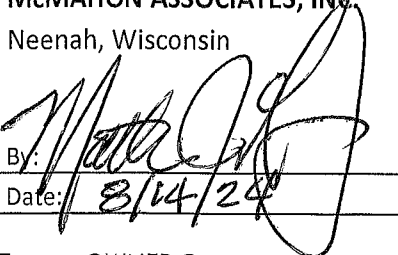
	(Item Description)	(Price)
5.1	Fusing Pipe and Crew Relocated 6 Inch Water Main ADD	\$18,931.01
	TOTAL	+ \$18,931.01

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	\$2,701,021.35	- days
Adjustments Per This Change Order	+ \$18,931.01	0 days
Current Contract Status	\$2,719,952.36	- days

Recommended:

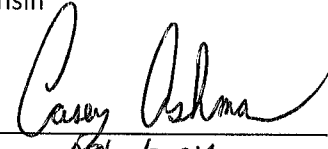
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: 

Date: 8/14/24

Accepted:

PTS CONTRACTORS, INC.
Wisconsin

By: 

Date: 08/20/2024

Authorized:

TOWN OF LAWRENCE
Wisconsin

By:

Date:

- ☐ OWNER Copy
- ☐ CONTRACTOR Copy
- ☐ ENGINEER Copy (Contract Copy)
- ☐ FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution



4075 EATON ROAD
GREEN BAY, WI 54311-9340
(920) 468-5217 OFFICE (920) 468-4087 FAX

Date: 5/16/2024
Subject: T&M - Relocate Watermain
Project: Lawrence - Mid Valley

PTS Job # 24-824
Type: T&M

Description:

Wednesday 05/15/2024 (1 man fusing pipe) and most of the day Thursday 05/16/2024 crew relocated 6" watermain.

SUMMARY

Total

A	Materials			\$	3,246.00
B	Labor			\$	6,187.16
C	Equipment			\$	9,997.84
D	Subcontractors			\$	-
	General Conditions/Management				
	Subtotal			\$	19,431.00
	Overhead and Profit (Subcontractors)			\$	
	Subtotal			\$	19,431.00
	Bond and Insurance (if paid under bonded contract)	%	1	\$	194.31
Grand Total					\$ 19,625.31

Handwritten notes: 1. 18,931.00 (circled) with a line through it and -500 written below it. 2. 19,431.00 (circled) with a line through it. 3. 18,931.00 (circled) with a line through it. 4. 19,625.31 (boxed). 5. 18,931.00 (circled) with a line through it. 6. 19,431.00 (circled) with a line through it. 7. 18,931.00 (circled) with a line through it. 8. 19,625.31 (boxed). 9. 18,931.00 (circled) with a line through it. 10. 19,431.00 (circled) with a line through it. 11. 18,931.00 (circled) with a line through it. 12. 19,625.31 (boxed). 13. 18,931.00 (circled) with a line through it. 14. 19,431.00 (circled) with a line through it. 15. 18,931.00 (circled) with a line through it. 16. 19,625.31 (boxed). 17. 18,931.00 (circled) with a line through it. 18. 19,431.00 (circled) with a line through it. 19. 18,931.00 (circled) with a line through it. 20. 19,625.31 (boxed). 21. 18,931.00 (circled) with a line through it. 22. 19,431.00 (circled) with a line through it. 23. 18,931.00 (circled) with a line through it. 24. 19,625.31 (boxed). 25. 18,931.00 (circled) with a line through it. 26. 19,431.00 (circled) with a line through it. 27. 18,931.00 (circled) with a line through it. 28. 19,625.31 (boxed). 29. 18,931.00 (circled) with a line through it. 30. 19,431.00 (circled) with a line through it. 31. 18,931.00 (circled) with a line through it. 32. 19,625.31 (boxed). 33. 18,931.00 (circled) with a line through it. 34. 19,431.00 (circled) with a line through it. 35. 18,931.00 (circled) with a line through it. 36. 19,625.31 (boxed). 37. 18,931.00 (circled) with a line through it. 38. 19,431.00 (circled) with a line through it. 39. 18,931.00 (circled) with a line through it. 40. 19,625.31 (boxed). 41. 18,931.00 (circled) with a line through it. 42. 19,431.00 (circled) with a line through it. 43. 18,931.00 (circled) with a line through it. 44. 19,625.31 (boxed). 45. 18,931.00 (circled) with a line through it. 46. 19,431.00 (circled) with a line through it. 47. 18,931.00 (circled) with a line through it. 48. 19,625.31 (boxed). 49. 18,931.00 (circled) with a line through it. 50. 19,431.00 (circled) with a line through it. 51. 18,931.00 (circled) with a line through it. 52. 19,625.31 (boxed). 53. 18,931.00 (circled) with a line through it. 54. 19,431.00 (circled) with a line through it. 55. 18,931.00 (circled) with a line through it. 56. 19,625.31 (boxed). 57. 18,931.00 (circled) with a line through it. 58. 19,431.00 (circled) with a line through it. 59. 18,931.00 (circled) with a line through it. 60. 19,625.31 (boxed). 61. 18,931.00 (circled) with a line through it. 62. 19,431.00 (circled) with a line through it. 63. 18,931.00 (circled) with a line through it. 64. 19,625.31 (boxed). 65. 18,931.00 (circled) with a line through it. 66. 19,431.00 (circled) with a line through it. 67. 18,931.00 (circled) with a line through it. 68. 19,625.31 (boxed). 69. 18,931.00 (circled) with a line through it. 70. 19,431.00 (circled) with a line through it. 71. 18,931.00 (circled) with a line through it. 72. 19,625.31 (boxed). 73. 18,931.00 (circled) with a line through it. 74. 19,431.00 (circled) with a line through it. 75. 18,931.00 (circled) with a line through it. 76. 19,625.31 (boxed). 77. 18,931.00 (circled) with a line through it. 78. 19,431.00 (circled) with a line through it. 79. 18,931.00 (circled) with a line through it. 80. 19,625.31 (boxed). 81. 18,931.00 (circled) with a line through it. 82. 19,431.00 (circled) with a line through it. 83. 18,931.00 (circled) with a line through it. 84. 19,625.31 (boxed). 85. 18,931.00 (circled) with a line through it. 86. 19,431.00 (circled) with a line through it. 87. 18,931.00 (circled) with a line through it. 88. 19,625.31 (boxed). 89. 18,931.00 (circled) with a line through it. 90. 19,431.00 (circled) with a line through it. 91. 18,931.00 (circled) with a line through it. 92. 19,625.31 (boxed). 93. 18,931.00 (circled) with a line through it. 94. 19,431.00 (circled) with a line through it. 95. 18,931.00 (circled) with a line through it. 96. 19,625.31 (boxed). 97. 18,931.00 (circled) with a line through it. 98. 19,431.00 (circled) with a line through it. 99. 18,931.00 (circled) with a line through it. 100. 19,625.31 (boxed).



4075 EATON ROAD
GREEN BAY, WI 54311-9340
(920) 468-5217 OFFICE (920) 468-4087 FAX

05/15 1 Man Fusing Pipe

Item Description	Type	Qty	Unit Price	Total
A MATERIALS				
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
Total Materials				\$ -
B LABOR				
Foreman Operator <i>Over Labor</i>	HR	12.00	\$ 91.52	\$ 1,098.24
Operator	HR		\$ 88.50	\$ -
Operator	HR		\$ 88.50	\$ -
Pipelaye	HR		\$ 81.72	\$ -
Topman/Laborer	HR		\$ 77.95	\$ -
			\$	-
Subtotal			\$	1,098.24
Overhead and Profit - Labor	%	15%	\$	164.74
Total Labor				\$ 1,262.98
C Equipment				
CAT 336 Excavator	HR		\$ 184.71	\$ -
Komatsu 490 Excavator	HR		\$ 233.36	\$ -
Hitachi 450 Excavator w/ Compactor	HR		\$ 232.20	\$ -
Volvo L120 Loader	HR		\$ 108.57	\$ -
Case 1845 Skid Steer	HR		\$ 89.70	\$ -
MQ 25 Generator	HR		\$ 40.14	\$ -
2" Pump	HR		\$ 10.68	\$ -
Job Van w/ Tools and Misc. Supplies	HR		\$ 64.80	\$ -
Quad-Axle Dump Truck & Driver	HR		\$ 125.00	\$ -
Pickup Truck	HR		\$ 35.57	\$ -
Fusion Machine (Invoice #U924597	DAY	1.00	\$ 500.00	\$ 500.00
			\$	-
Total Equipment				\$ 500.00
D Subcontractors				
			\$ -	\$ -
			\$	-
Total Subcontractors				\$ -



4075 EATON ROAD
GREEN BAY, WI 54311-9340
(920) 468-5217 OFFICE (920) 468-4087 FAX

05/16 Crew Install Watermain

Item Description	Type	Qty	Unit Price	Total
A MATERIALS				
6" Fuseable Pipe	LF	600.00	\$ 4.35	\$ 2,610.00
12x6 Reducers	EA	1.00	\$ 155.00	\$ 155.00
12x6 Tee	EA	1.00	\$ 321.00	\$ 321.00
6" 90 Degree Bends	EA	1.00	\$ 120.00	\$ 120.00
6" Pipe Gaskets	EA	8.00	\$ 5.00	\$ 40.00
			\$	-
			\$	-
Total Materials				\$ 3,246.00
B LABOR				
Foreman Operator	HR	10.00	\$ 91.52	\$ 915.20
Operator	HR	10.00	\$ 88.50	\$ 885.00
Operator	HR	10.00	\$ 88.50	\$ 885.00
Pipelayer	HR	10.00	\$ 81.72	\$ 817.20
Topman/Laborer	HR	10.00	\$ 77.95	\$ 779.50
			\$	-
Subtotal			\$	4,281.90
Overhead and Profit - Labor	%	15%	\$	642.29
Total Labor				\$ 4,924.19
C Equipment				
CAT 336 Excavator	HR	8.00	\$ 184.71	\$ 1,477.68
Komatsu 490 Excavator	HR	8.00	\$ 233.36	\$ 1,866.88
Hitachi 450 Excavator w/ Compactor	HR	8.00	\$ 232.20	\$ 1,857.60
Volvo L120 Loader	HR	8.00	\$ 108.57	\$ 868.56
Case 1845 Skid Steer	HR	8.00	\$ 89.70	\$ 717.60
MQ 25 Generator	HR	8.00	\$ 40.14	\$ 321.12
2" Pump	HR	8.00	\$ 10.68	\$ 85.44
Job Van w/ Tools and Misc. Supplies	HR	8.00	\$ 64.80	\$ 518.40
Quad-Axle Dump Truck & Driver	HR	8.00	\$ 125.00	\$ 1,000.00
Pickup Truck	HR	8.00	\$ 35.57	\$ 284.56
Fusion Machine <i>DOUBLED UP REFUSED?</i>	DAY	1.00	\$ 500.00	\$ 500.00
			\$	-
Total Equipment				\$ 9,497.84
D Subcontractors				
			\$ -	\$ -
			\$	-
Total Subcontractors				\$ -



Agenda Item Review

Meeting Date: September 9, 2024

Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consider Pay Request #5 – Little Rapids Subdivision – Calnin & Goss - \$123,715.47**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within subdivision financing

Item History

Calnin & Goss has been working steady on the Little Rapids Subdivision improvements, and has submitted pay request 5 for consideration.

McMahon has reviewed the request and recommends payment to Calnin & Goss.

Recommended Action By Town Board

Recommend approval of Pay Request #5 for Little Rapids Subdivision with Calnin & Goss in the amount of \$123,715.47.



September 4, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54113

Re: Town of Lawrence
Little Rapids Subdivision Street & Utility Construction
Certificate for Payment #5
McM. No. L0017-09-20-00292

Enclosed herewith is Certificate for Payment #5 for the above referenced project. This Certificate is issued to Calnin and Goss, LLC in the amount of \$123,715.47 for partial payment for work performed through August 31, 2024.

Please process the enclosed, and forward payment to Calnin and Goss, LLC. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.


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

MJG:car

cc: Calnin and Goss, LLC

Enclosure: Certificate for Payment #5

McMAHON**ENGINEERS ARCHITECTS**

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025TELEPHONE: 920.751.4200
FAX: 920.751.4284**CERTIFICATE FOR
PAYMENT**TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54113

Contract No.	L0017-09-20-00292
Project File No.	L0017-09-20-00292
Certificate No.	Five (5)
Issue Date:	September 4, 2024
Project:	Little Rapids Subdivision Street & Utility Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: March 28, 2024CALNIN & GOSS, LLC
505 W. Edgewood Drive
Appleton, WI 54913Is Entitled To Partial Payment For Work Performed Through: August 31, 2024

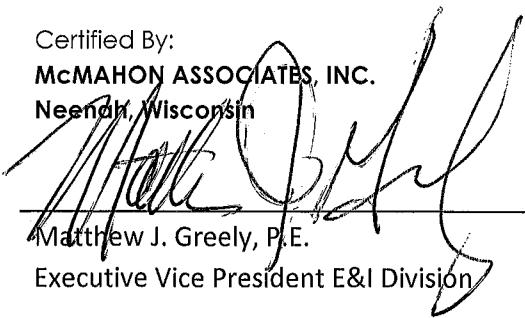
- ☒ Contractor's Application for Payment Attached
☒ Itemized Cost Breakdown Attached

Original Contract	<u>\$1,354,122.40</u>
Net Change Orders	<u>\$0.00</u>
Current Contract Amount	<u>\$1,354,122.40</u>

Completed To Date	<u>\$1,146,065.18</u>
Retainage 2.5%	<u>\$33,853.06</u>
Subtotal	<u>\$1,112,212.12</u>
Previously Certified	<u>\$988,496.65</u>

Amount Due This Payment: \$123,715.47

Please process and forward payment to Calnin & Goss, LLC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin
Matthew J. Greely, P.E.

Executive Vice President E&I Division



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

APPLICATION FOR PAYMENT

(Owner)

Town of Lawrence
2906 Sabal Oak Drive
De Pere, WI

PROJECT: Little Rapids Subdivision

CONTRACTOR

Contract No. 10017-09-20-00292

Project No.

Application No. Five (5)

Application Date

Period From

To

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

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

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

Original Contract	\$ 1,310,246.22
Net Change Orders	\$ 0
Current Contract Amount	\$ 1,310,246.22

Completed To Date	\$ <u>1148,009.18</u>
Retainage <u>5</u> %	\$ <u>33,853.06</u>
Subtotal	\$ <u>1,114,156.13</u> <u>1112,212.12</u>
Previous Applications	<u>988,496.65</u> ✓

Amount Due This Application: \$ 125,659.48

123,715.47

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said Contract, being Applications For Payment numbered 1 through 4 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, securities.

Dated September 4 20 24

By Director of Operations

(name & title)

COUNTY OF
STATE OF

Before me on this 29th day of September 20 24 personally

Clay Coenen

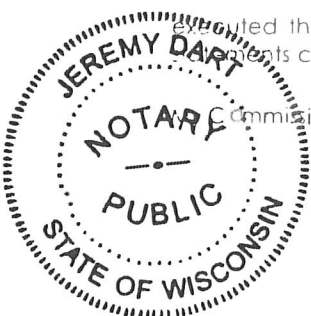
Director of Operations

(title)

known to me, who being duly sworn, did depose and say that he/she is the _____ of the Contractor above mentioned, that he/she

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

My Commission Expires: 5-31-2027



[Signature]
(Notary Public)



Calnin & Goss, LLC

2121 E. Capitol Drive
Appleton WI 54911
USA

Tel: (920) 225-6225
Fax: (920) 739-4409

Invoice

Invoice No.: 500084-0005

Date: 09/04/2024

Terms: Net 30 Days

Proj Mgr: Darrell Jonet

To: **Town of Lawrence**

2400 Shady Ct
DePere WI 54115

Tel: 920-336-9131

Draw 5 Page: 1 of 1

	Total To Date	Previously Billed	Current Billing
RE: Little Rapids Subdivision Job: Little Rapids Subdivision Contract: 500084 Services for period ending 08/31/2024 Original Contract Amount Approved PCIs			
Little Rapids Subdivision			
Total: Little Rapids Subdivision	1,148,009.18	1,022,349.70	125,659.48
SUB-TOTAL	1,148,009.18	1,022,349.70	125,659.48
LESS RETAINAGE	33,853.05	33,853.05	0.00
SUB-TOTAL	1,114,156.13	988,496.65	125,659.48
INVOICE TOTAL			125,659.48

Project Number 500084	122-00	Total of This Invoice	125,659.48
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Bid Item #	Description	Units	Qty	Unit Price	Scheduled		Previous Request Totals		This Request Totals		%	Completed to Date	
					Amount	Qty	Amount	Qty	Amount	Qty		Amount	Qty
1	8 Inch Sanitary Sewer	LF	3202.00	\$ 43.31			\$ 138,678.62	3,222.50	\$ 139,566.48		101%	3,222.50	\$ 139,566.48
2	4 Inch Sanitary Lateral	LF	2100.00	\$ 33.03			\$ 69,363.00	1982.00	\$ 65,465.46		94%	1,982.00	\$ 65,465.46
3	4 Foot Diameter Sanitary Manhole	VF	129.32	\$ 521.98			\$ 67,502.45	128.98	\$ 67,324.98		100%	128.98	\$ 67,324.98
4	Core Sanitary Manhole	EA	1.00	\$ 536.98			\$ 536.98	1.00	\$ 536.98		100%	1.00	\$ 536.98
5	8 Inch Water Main	LF	3335.00	\$ 48.94			\$ 163,214.90	3359.00	\$ 164,389.46		101%	3,359.00	\$ 164,389.46
6	6 Inch Water Main	LF	70.00	\$ 33.34			\$ 2,333.80	63.5	\$ 2,117.09		91%	63.50	\$ 2,117.09
7	8 Inch Resilient Wedge Gate Valve	EA	12.00	\$ 2975.88			\$ 35,710.56	13.00	\$ 38,686.44		108%	13.00	\$ 38,686.44
8	6 Inch Resilient Wedge Gate Valve	EA	7.00	\$ 1,955.56			\$ 13,688.92	6.00	\$ 11,733.36		86%	6.00	\$ 11,733.36
9	Hydrant	EA	6.00	\$ 5640.32			\$ 33,841.92	7.00	\$ 39,482.24		117%	7.00	\$ 39,482.24
10	Remove and Relocate Existing Hydrant	EA	1.00	\$ 1,240.60			\$ 1,240.60	1.00	\$ 1,240.60		100%	1.00	\$ 1,240.60
11	2 Inch Poly Water Service	LF	60.00	\$ 33.83			\$ 2,029.80	55.00	\$ 1,860.65		92%	55.00	\$ 1,860.65
12	2 Inch Water Service Set	EA	1.00	\$ 1,712.84			\$ 1,712.84	1.00	\$ 1,712.84		100%	1.00	\$ 1,712.84
13	1 Inch Poly Water Service	EA	1800.00	\$ 17.29			\$ 31,122.00	1817.50	\$ 31,424.58		101%	1,817.50	\$ 31,424.58
14	1 Inch Water Service Set	EA	44.00	\$ 757.77			\$ 33,341.88	42.5	\$ 32,205.23		97%	42.50	\$ 32,205.23
15	36 Inch RCP Storm Sewer	LF	164.00	\$ 152.42			\$ 24,996.88	161.00	\$ 24,539.62		98%	161.00	\$ 24,539.62
16	30 Inch Storm Sewer	LF	198.00	\$ 63.87			\$ 12,646.26	198.00	\$ 12,646.26		100%	198.00	\$ 12,646.26
17	24 Inch Storm Sewer	LF	621.00	\$ 49.45			\$ 30,708.45	468.00	\$ 23,142.60		75%	468.00	\$ 23,142.60
18	18 Inch Storm Sewer	LF	800.00	\$ 36.41			\$ 29,128.00	829.00	\$ 30,183.89		104%	829.00	\$ 30,183.89
19	15 Inch Storm Sewer	LF	154.00	\$ 31.06			\$ 4,783.24	154.00	\$ 4,783.24		100%	154.00	\$ 4,783.24
20	12 Inch Storm Sewer	LF	1248.00	\$ 22.97			\$ 28,666.56	1381.00	\$ 31,721.57		111%	1,381.00	\$ 31,721.57
21	4 Inch Sanitary Lateral	LF	2150.00	\$ 32.16			\$ 69,144.00	1948.00	\$ 62,647.68		91%	1,948.00	\$ 62,647.68
22	72 Inch Diameter Storm Manhole	VF	6.52	\$ 1132.90			\$ 7,386.51	6.52	\$ 7,386.51		100%	6.52	\$ 7,386.51
23	60 Inch Diameter Storm Manhole	VF	12.50	\$ 894.46			\$ 11,180.75	12.51	\$ 11,189.69		100%	12.51	\$ 11,189.69
24	48 Inch Diameter Storm Manhole	VF	79.68	\$ 585.84			\$ 46,679.73	79.66	\$ 46,668.01		100%	79.66	\$ 46,668.01
25	Yard Drain	EA	7.00	\$ 1353.54			\$ 9,474.78	7.00	\$ 9,474.78		100%	7.00	\$ 9,474.78
26	Inlet	EA	12	\$ 2,536.02			\$ 30,432.24	12.00	\$ 30,432.24		100%	12.00	\$ 30,432.24
27	Roadway Excavation (Estimated 4,500 C.Y.)	LS	1	\$ 19832.51			\$ 19,832.51	1.00	\$ 19,832.51		100%	1.00	\$ 19,832.51
28	2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28S) (6.550	TO	750	\$ 89.15			\$ 66,862.50	0.00	\$ 0.00		0%	0.00	\$ 0.00
29	6 Inch Base Aggregate Dense 1-1/4 Inch (8,850 S.Y.)	TO	3000	\$ 16.83			\$ 50,490.00	3000.00	\$ 50,490.00		100%	3,000.00	\$ 50,490.00
30	9 Inch Base Aggregate Dense 3 Inch (8,850 S.Y.)	TO	4450	\$ 16.59			\$ 73,825.50	3337.50	\$ 55,369.13	1,112.50	100%	4,450.00	\$ 73,825.50
31	Concrete Curb and Gutter 30 Inch	LF	4190	\$ 16.49			\$ 69,093.10	0.00	\$ 0.00	4,190.00	100%	4,190.00	\$ 69,093.10
32	6 Inch Concrete Sidewalk-Ramps	SF	950	\$ 7.20			\$ 6,840.00	0.00	\$ 0.00	950.00	100%	950.00	\$ 6,840.00
33	4 Inch Concrete Sidewalk	SF	80	\$ 7.20			\$ 576.00	0.00	\$ 0.00	80.00	100%	80.00	\$ 576.00
34	Detectable Warning Fields	SF	84	\$ 33.77			\$ 2,836.68	0.00	\$ 0.00		0%	0.00	\$ 0.00
35	8 Inch Asphalt Trail (within subdivision boundary) (4 LT 58-28 S)	TO	110	\$ 144.08			\$ 15,848.80	0.00	\$ 0.00		0%	0.00	\$ 0.00
36	10 Foot Trail - Base Aggregate Dense 1-1/4 Inch	TO	540	\$ 16.83			\$ 9,088.20	0.00	\$ 0.00	540.00	100%	540.00	\$ 9,088.20
37	Pipe Railing	LF	148	\$ 77.57			\$ 11,480.36	0.00	\$ 0.00		0%	0.00	\$ 0.00
38	12 Inch Diameter Concrete Base	EA	7	\$ 956.76			\$ 6,697.32	0.00	\$ 0.00		0%	0.00	\$ 0.00
39	Tracking Pad	EA	1	\$ 2834.34			\$ 2,834.34	0.00	\$ 0.00		0%	0.00	\$ 0.00
40	Ditch Checks	EA	5	\$ 73.16			\$ 365.80	0.00	\$ 0.00		0%	0.00	\$ 0.00

3672
1885

41	Silt Fence	LF	1,165	\$ 2.19		\$ 2,551.35	1165	\$ 2,551.35		\$ 0.00	100%	1,165.00	\$ 2,551.35
42	Inlet Protection Type A	EA	8.00	\$ 118.19		\$ 945.52	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00
43	Inlet Protection Type C	EA	14	\$ 61.91		\$ 866.74	14.00	\$ 866.74		\$ 0.00	100%	14.00	\$ 866.74
44	Grading and Restoration Primary Drainage Swales	LF	906	\$ 6.05		\$ 5,481.30	0.00	\$ 0.00	906.00	\$ 5,481.30	100%	906.00	\$ 5,481.30
45	Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B	SY	2,200	\$ 3.35		\$ 7,370.00	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00
46	Grading and Restoration 12 Feet Beyond Right of Way Utility	SY	6,200	\$ 2.71		\$ 16,802.00	250.00	\$ 677.50	5,950.00	\$ 16,124.50	100%	6,200.00	\$ 16,802.00
47	Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) In Right-of-Way	SY	8980	\$ 2.24		\$ 20,115.20	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00
48	Internal Lot Restoration with Alfalfa Mix	Acres	12	\$ 1,558.96		\$ 18,395.73	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00
49	Asphalt Density Testing (Roadway)	EA	6	\$ 150.16		\$ 900.96	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00
50	Asphalt Density Testing (Trail)	EA	4	\$ 150.16		\$ 600.64	0.00	\$ 0.00		\$ 0.00	0%	0.00	\$ 0.00

\$ 48,621.17 \$ 1,310,246.22 \$ 1,022,349.70 \$ 125,659.48 \$ 1,148,009.17

Balance to Finish		Qty
Amount		
(\$ 887.86)	3202.00	
\$ 3,897.54	2100.00	
\$ 177.47	129.32	
\$ 0.00	1.00	
(\$ 1,174.56)	3335.00	
\$ 216.71	70.00	
(\$ 2,975.88)	12.00	
\$ 1,955.56	7.00	
(\$ 5,640.32)	6.00	
\$ 0.00	1.00	
\$ 169.15	60.00	
\$ 0.00	1.00	
(\$ 302.57)	1800.00	
\$ 1,136.66	44.00	
\$ 457.26	164.00	
\$ 0.00	198.00	
\$ 7,565.85	621.00	
(\$ 1,055.89)	800.00	
\$ 0.00	154.00	
(\$ 3,055.01)	1248.00	
\$ 6,496.32	2150.00	
\$ 0.00	6.52	
(\$ 8.94)	12.50	
\$ 11.72	79.68	
\$ 0.00	7.00	
\$ 0.00	12.00	
\$ 0.00	1.00	
\$ 66,862.50	750.00	
\$ 0.00	3000.00	
\$ 0.00	3337.50	
\$ 0.00	0.00	
\$ 0.00	0.00	
\$ 0.00	0.00	
\$ 2,836.68	84.00	
\$ 15,848.80	110.00	
\$ 0.00	0.00	
\$ 11,480.36	148.00	
\$ 6,697.32	7.00	
\$ 2,834.34	1.00	
\$ 365.80	5.00	

\$ 0.00	1165.00
\$ 945.52	8.00
\$ 0.00	14.00
\$ 0.00	0.00
\$ 7,370.00	2200.00
\$ 0.00	250.00
\$ 20,115.20	8980.00
\$ 18,395.73	11.80
\$ 900.96	6.00
\$ 600.64	4.00

CERTIFICATE FOR PAYMENT #5

OWNER: TOWN OF LAWRENCE
Project Name: Little Rapids Subdivision Street & Utility Construction
Contract No. L0017-09-20-00292
Bid Date/Time: March 6, 2024 @ 11:00 a.m., local time
Project Manager: Matt Greely, PE

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

CALNIN & GOSS LLC
505 West Edgewood Drive
Appleton, WI 54913

BASE BID

Item	Qty	Unit	Description	Unit Price		Total	Previous Requests		This Request		Completed To Date	
							Qty	Total	Qty	Total	Qty	Total
1.	3,202	L.F.	8 Inch Sanitary Sewer	\$43.31		\$138,678.62	3222.5	\$139,566.48	0	\$0.00	3222.5	\$139,566.48
2.	2,100	L.F.	4 Inch Sanitary Laterals	\$33.03		\$69,363.00	1982	\$65,465.46	0	\$0.00	1982	\$65,465.46
3.	129.32	V.F.	4 Foot Diameter Sanitary Manhole	\$521.98		\$67,502.45	128.98	\$67,324.98	0	\$0.00	128.98	\$67,324.98
4.	1	Ea.	Core Sanitary Manhole	\$536.98		\$536.98	1	\$536.98	0	\$0.00	1	\$536.98
5.	3,335	L.F.	8 Inch Water Main	\$48.94		\$163,214.90	3359	\$164,389.46	0	\$0.00	3359	\$164,389.46
6.	70	L.F.	6 inch Water Main	\$33.34		\$2,333.80	63.5	\$2,117.09	0	\$0.00	63.5	\$2,117.09
7.	12	Ea.	8 Inch Resilient Wedge Gate Valve	\$2,975.88		\$35,710.56	13	\$38,686.44	0	\$0.00	13	\$38,686.44
8.	7	Ea.	6 inch Resilient Wedge Gate Valve	\$1,955.56		\$13,688.92	6	\$11,733.36	0	\$0.00	6	\$11,733.36
9.	6	Ea.	Hydrant	\$5,640.32		\$33,841.92	7	\$39,482.24	0	\$0.00	7	\$39,482.24
10.	1	Ea.	Remove and Relocate Existing Hydrant	\$1,240.60		\$1,240.60	1	\$1,240.60	0	\$0.00	1	\$1,240.60
11.	60	L.F.	2 Inch Poly Water Service	\$33.83		\$2,029.80	55	\$1,860.65	0	\$0.00	55	\$1,860.65
12.	1	Ea.	2 Inch Water Service Set	\$1,712.84		\$1,712.84	1	\$1,712.84	0	\$0.00	1	\$1,712.84
13.	1,800	L.F.	1 Inch Poly Water Service	\$17.29		\$31,122.00	1817.5	\$31,424.58	0	\$0.00	1817.5	\$31,424.58
14.	44	Ea.	1 Inch Water Service Set	\$757.77		\$33,341.88	42.5	\$32,205.23	0	\$0.00	42.5	\$32,205.23
15.	164	L.F.	36 Inch RCP Storm Sewer	\$152.42		\$24,996.88	161	\$24,539.62	0	\$0.00	161	\$24,539.62
16.	198	L.F.	30 Inch Strom Sewer	\$63.87		\$12,646.26	198	\$12,646.26	0	\$0.00	198	\$12,646.26
17.	621	L.F.	24 Inch Storm Sewer	\$49.45		\$30,708.45	468	\$23,142.60	0	\$0.00	468	\$23,142.60
18.	800	L.F.	18 Inch Storm Sewer	\$36.41		\$29,128.00	829	\$30,183.89	0	\$0.00	829	\$30,183.89
19.	154	L.F.	15 Inch Storm Sewer	\$31.06		\$4,783.24	154	\$4,783.24	0	\$0.00	154	\$4,783.24
20.	1,248	L.F.	12 Inch Storm Sewer	\$22.97		\$28,666.56	1381	\$31,721.57	0	\$0.00	1381	\$31,721.57
21.	2,150	L.F.	4 Inch Storm Lateral	\$32.16		\$69,144.00	1948	\$62,647.68	0	\$0.00	1948	\$62,647.68
22.	6.52	V.F.	72 Inch Diameter Storm Manhole	\$1,132.90		\$7,386.51	6.52	\$7,386.51	0	\$0.00	6.52	\$7,386.51
23.	12.5	V.F.	60 Inch Diameter Storm Manhole	\$894.46		\$11,180.75	12.51	\$11,189.69	0	\$0.00	12.51	\$11,189.69
24.	79.68	V.F.	48 Inch Diameter Storm Manhole	\$585.84		\$46,679.73	79.66	\$46,668.01	0	\$0.00	79.66	\$46,668.01
25.	7	Ea.	Yard Drain	\$1,353.54		\$9,474.78	7	\$9,474.78	0	\$0.00	7	\$9,474.78
26.	12	Ea.	Inlet	\$2,536.02		\$30,432.24	12	\$30,432.24	0	\$0.00	12	\$30,432.24
27.	1	L.S.	Roadway Excavation (Est. 4,500 C.Y.)	\$19,832.51		\$19,832.51	1	\$19,832.51	0	\$0.00	1	\$19,832.51
28.	750	TON	2 Inch Asphaltic Pavement, Lower Layer (3 LT 58-28 S) (6,550 S.Y.)	\$89.15		\$66,862.50	0	\$0.00	0	\$0.00	0	\$0.00
29.	3,000	TON	6 Inch Base Aggregate Dense 1-1/4 Inch (8,850 S.Y.)	\$16.83		\$50,490.00	3000	\$50,490.00	0	\$0.00	3000	\$50,490.00
30.	4,450	TON	9 Inch Base Aggregate Dense 3 Inch (8,850 S.Y.)	\$16.59		\$73,825.50	3337.5	\$55,369.13	1112.5	\$18,456.38	4450	\$73,825.50
31.	4,190	L.F.	Concrete Curb and Gutter 30 Inch	\$16.49		\$69,093.10	0	\$0.00	4190	\$69,093.10	4190	\$69,093.10
32.	950	S.F.	6 Inch Concrete Sidewalk -Ramps	\$7.20		\$6,840.00	0	\$0.00	510	\$3,672.00	510	\$3,672.00
33.	80	S.F.	4 Inch Concrete Sidewalk	\$7.20		\$576.00	0	\$0.00	250	\$1,800.00	250	\$1,800.00
34.	84	S.F.	Detectable Warning Fields	\$33.77		\$2,836.68	0	\$0.00	0	\$0.00	0	\$0.00
35.	110	TON	8 Foot Asphalt Trail (within subdivision boundary) (4 LT 58-28 S)	\$144.08		\$15,848.80	0	\$0.00	0	\$0.00	0	\$0.00
36.	540	TON	10 Foot Trail - Base Aggregate Dense 1-1/4 Inch	\$16.83		\$9,088.20	0	\$0.00	540	\$9,088.20	540	\$9,088.20
37.	148	L.F.	Pipe Railing	\$77.57		\$11,480.36	0	\$0.00	0	\$0.00	0	\$0.00
38.	7	Ea.	12 Inch Diameter Concrete Base	\$956.76		\$6,697.32	0	\$0.00	0	\$0.00	0	\$0.00
39.	1	Ea.	Tracking Pad	\$2,834.34		\$2,834.34	0	\$0.00	0	\$0.00	0	\$0.00
40.	5	Ea.	Ditch Checks	\$73.16		\$365.80	0	\$0.00	0	\$0.00	0	\$0.00
41.	1,165	L.F.	Silt Fence	\$2.19		\$2,551.35	1165	\$2,551.35	0	\$0.00	1165	\$2,551.35
42.	8	Ea.	Inlet Protection Type A	\$118.19		\$945.52	0	\$0.00	0	\$0.00	0	\$0.00
43.	14	Ea.	Inlet Protection Type C	\$61.91		\$866.74	14	\$866.74	0	\$0.00	14	\$866.74
44.	906	L.F.	Grading and Restoration Primary Drainage Swales	\$6.05		\$5,481.30	0	\$0.00	906	\$5,481.30	906	\$5,481.30
45.	2,200	S.Y.	Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B	\$3.35		\$7,370.00	0	\$0.00	0	\$0.00	0	\$0.00
46.	6,200	S.Y.	Grading and Restoration 12 Feet Beyond Right-of-Way for Utility Installation	\$2.71		\$16,802.00	250	\$677.50	5950	\$16,124.50	6200	\$16,802.00
47.	8,980	S.Y.	Terrace Restoration with Topsoil, Seed, Fertilizer and Mulch in Right-of-Way	\$2.24		\$20,115.20	0	\$0.00	0	\$0.00	0	\$0.00
48.	11.8	AC.	Internal Lot Grading and Restoration with Alfalfa Mix	\$1,558.96		\$18,395.73	0	\$0.00	0	\$0.00	0	\$0.00
49.	6	Ea.	Asphalt Density Testing (Roadway)	\$150.16		\$900.96	0	\$0.00	0	\$0.00	0	\$0.00
50.	4	Ea.	Asphalt Density Testing (Trail)	\$150.16		\$600.64	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL (Items 1. through 50., Inclusive)				\$1,310,246.22			\$1,022,349.70		\$123,715.48		\$1,146,065.18	

SUPPLEMENTAL BID | ASPHALT TRAIL EXTENSION

Item	Qty	Unit	Description	Unit Price	Total				
1.1	170	TON	8 Foot Asphalt Trail (4 LT 58-28 S)	\$144.08	\$24,493.60	0	\$0.00	0	\$0.00
1.2	830	TON	10 Foot Trail - Base Aggregate Dense 1-1/4 Inch	\$16.83	\$13,968.90	0	\$0.00	0	\$0.00
1.3	354.00	L.F.	Grading and Restoration Drainage Swale	\$6.05	\$2,141.70	0	\$0.00	0	\$0.00
1.4	2	V.F.	60 Inch Diameter Storm Manhole	\$576.53	\$1,153.06	0	\$0.00	0	\$0.00
1.5	400	S.Y.	Restoration with Topsoil, Seed, Fertilizer, E-Mat Class I, Type B	\$3.35	\$1,340.00	0	\$0.00	0	\$0.00
1.6	30	L.F.	Silt Fence	\$2.19	\$65.70	0	\$0.00	0	\$0.00
1.7	1	L.S.	Relocate Mailboxes	\$112.56	\$112.56	0	\$0.00	0	\$0.00
1.8	3	Ea.	Asphalt Density Testing (Trail)	\$200.22	\$600.66	0	\$0.00	0	\$0.00
TOTAL SUPPLEMENTAL BID (Items 1.1 through 1.8, Inclusive)					\$43,876.18		\$0.00		\$0.00
Total completed							\$1,022,349.70		\$123,715.48
Total Contract as AWARDED					\$1,354,122.40				

Completed to Date:	\$1,146,065.18
Retainage: 2.5%	\$33,853.06
Subtotal:	\$1,112,212.12
Previous Application:	\$988,496.65
Amount Due This Application:	\$123,715.47



Agenda Item Review

Meeting Date: September 9, 2024

Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consider Pay Request #10 – 2023 Sewer & Water – Superior - \$108,226.80**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within TID #3

Item History

Superior Sewer & Water has submitted pay request #10 for their work on the 2023 Sewer & Water Construction project.

McMahon has reviewed the request and recommends payment to Superior Sewer & Water.

We are currently reviewing the work yet to be completed with restoration and pavement replacement/fixes along Mid Valley Drive, hoping the contractor and subs have a plan to remediate and repair the asphalt and other restoration. We're also reviewing whether what we've held back in retainage is sufficient in order to complete this work, if needed, by the Town.

Recommended Action By Town Board

Review and Discuss Pay Request #10 for 2023 Sewer & Water Project with Superior Sewer & Water in the amount of \$108,226.80.

We will discuss whether to approve/release this payment at the meeting.



September 4, 2024

Town of Lawrence
2400 Shady Court
De Pere, WI 54113

Re: Town of Lawrence
2023 Sanitary Sewer & Water Main Construction
Certificate for Payment #10
McM. No. L0017-09-23-00310

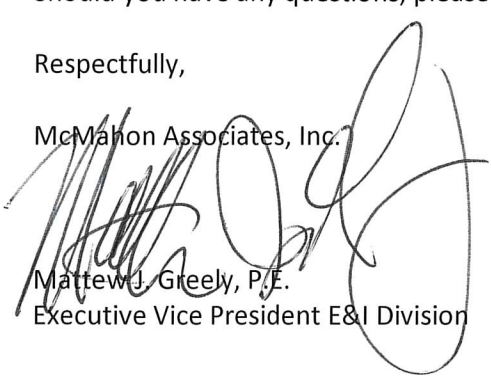
Enclosed herewith is Certificate for Payment #10 for the above referenced project. This Certificate is issued to Superior Sewer and Water, Inc. in the amount of \$108,226.80 for partial payment for work performed through August 26, 2024.

Please process the enclosed, and forward payment as noted in correspondence from Granite RE, Bonding Company of Superior Sewer and Water, Inc. The specific direction by Granite RE is to make the check payable to Superior Sewer and Water, Inc. but to mail the check to Granite RE.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.


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

MJG:car

cc: Superior Sewer and Water, Inc.

Enclosure: Certificate for Payment #10

McMAHON**ENGINEERS ARCHITECTS**

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025TELEPHONE: 920.751.4200
FAX: 920.751.4284**CERTIFICATE FOR
PAYMENT**TOWN OF LAWRENCE
2400 Shady Court
De Pere, WI 54115

Contract No.	L0017-09-23-00310
Project File No.	L0017-09-23-00310
Certificate No.	Ten (10)
Issue Date:	September 4, 2024
Project:	Town of Lawrence 2023 Sanitary Sewer & Water Main Construction

This Is To Certify That, In Accordance With The Contract Documents Dated: November 1, 2023SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217Is Entitled To Partial Payment For Work Performed Through: August 26, 2024

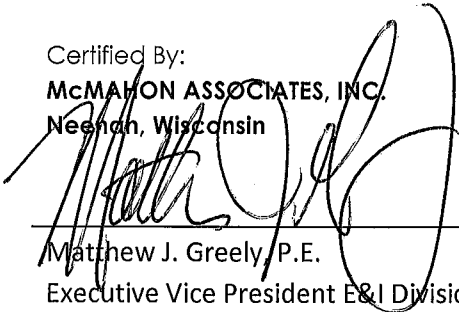
- ☒ Contractor's Application for Payment Attached
☒ Itemized Cost Breakdown Attached

Original Contract	<u>\$3,032,430.63</u>
Net Change Orders	<u>- \$886,077.25</u>
Current Contract Amount	<u>\$2,146,353.38</u>

Completed To Date	<u>\$2,120,275.14</u>
Retainage 2.5%	<u>\$53,658.83</u>
Subtotal	<u>\$2,066,616.31</u>
Previously Certified	<u>\$1,958,389.55</u>

Amount Due This Payment: \$108,226.76

Please process and forward payment to Superior Sewer and Water, Inc.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin
Matthew J. Greely, P.E.
Executive Vice President E&I Division

CERTIFICATE FOR PAYMENT #10

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
Contract No. L0017-09-23-00310

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

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

BASE BID | CONTRACT A - PACKERLAND DRIVE

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
A-1	8 inch Sanitary Sewer	3,174.00	L.F.	\$90,500	\$285,975.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-2	8 inch Sanitary Sewer DR-26	240.00	L.F.	\$164,000	\$39,360,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-3	6 inch Sanitary Riser	30.00	V.F.	\$70,000	\$2,100,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-3a	6 inch Sanitary Riser (Materials and Storage)	30.00	V.F.	\$20,650	\$619,500	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-3ab	6 inch Sanitary Riser (Install Only)	30.00	V.F.	\$49,350	\$1,480,500	42.88	\$2,116.13	0.00	\$0.00	42.88	\$2,116.13
A-4	6 inch Sanitary Lateral	50.00	L.F.	\$70,000	\$3,500,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-4a	6 inch Sanitary Lateral (Materials and Storage)	50.00	L.F.	\$31,610	\$1,580,500	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-4ab	6 inch Sanitary Lateral (Install Only)	50.00	L.F.	\$38,390	\$1,919,500	73.00	\$2,802.47	0.00	\$0.00	73.00	\$2,802.47
A-5	4 Foot Diameter Sanitary Manholes	69.53	V.F.	\$500,000	\$34,765,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-5a	4 Foot Diameter Sanitary Manholes (Materials and Storage castings)	69.53	V.F.	\$2,952,000	\$205,200,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-5ab	4 Foot Diameter Sanitary Manholes (Install Only)	69.53	V.F.	\$457,544	\$31,813,000	72.53	\$33,185.63	0.00	\$0.00	72.53	\$33,185.63
A-6	Internal Manhole Drop	1.00	Ea.	\$0,010	\$0,010	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-7	12 inch Water Main	1,500.00	L.F.	\$79,750	\$119,625,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-7a	12 inch Water Main (Materials and Storage)	1,500.00	L.F.	\$49,400	\$74,100,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-7ab	12 inch Water Main (Install Only)	1,500.00	L.F.	\$30,350	\$45,525,000	1,385.00	\$42,034.75	0.00	\$0.00	1,385.00	\$42,034.75
A-8	6 inch Water Main	20.00	L.F.	\$50,250	\$1,005,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-8ab	6 inch Water Main (Install Only)	20.00	L.F.	\$22,100	\$442,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-9	12 inch R.W. Gate Valves	2.00	Ea.	\$4,629,000	\$9,258,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-9a	12 inch R.W. Gate Valves (Materials and Storage)	2.00	Ea.	\$4,344,000	\$8,688,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-9ab	12 inch R.W. Gate Valves (Install Only)	2.00	Ea.	\$285,000	\$570,000	2.00	\$570.00	0.00	\$0.00	2.00	\$570.00
A-10	6 inch R.W. Gate Valves	2.00	Ea.	\$1,994,000	\$3,988,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-10a	6 inch R.W. Gate Valves (Materials and Storage)	2.00	Ea.	\$1,761,000	\$3,522,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-10ab	6 inch R.W. Gate Valves (Install Only)	2.00	Ea.	\$233,000	\$466,000	2.00	\$466.00	0.00	\$0.00	2.00	\$466.00
A-11	Salvage and Relocate Hydrant, Valve and Reducer	1.00	Ea.	\$2,197,000	\$2,197,000	1.00	\$2,197.00	0.00	\$0.00	1.00	\$2,197.00
A-12	Hydrant	2.00	Ea.	\$5,070,000	\$10,140,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-12a	Hydrant (Materials and Storage)	2.00	Ea.	\$4,679,000	\$9,358,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-12ab	Hydrant (Install Only)	2.00	Ea.	\$391,000	\$782,000	2.00	\$782.00	0.00	\$0.00	2.00	\$782.00
A-13	2 inch Corporation Curb Stop and Stop Box	2.00	Ea.	\$1,273,000	\$2,546,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-13a	2 inch Corporation Curb Stop and Stop Box (Materials and Storage)	2.00	Ea.	\$1,065,000	\$2,110,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-13ab	2 inch Corporation Curb Stop and Stop Box (Install Only)	2.00	Ea.	\$218,000	\$436,000	2.00	\$436.00	0.00	\$0.00	2.00	\$436.00
A-14	2 inch Poly Water Service	35.00	L.F.	\$41,000	\$1,435,000	33.00	\$1,353.00	0.00	\$0.00	33.00	\$1,353.00
A-15	Water Valve Manhole (Including Valve and Accessories)	1.00	Ea.	\$10,800,000	\$10,800,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-15a	Water Valve Manhole (Including Valve and Accessories) (M	1.00	Ea.	\$4,901,000	\$4,901,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-15ab	Water Valve Manhole (Including Valve and Accessories) (In	1.00	Ea.	\$5,899,000	\$5,899,000	1.00	\$5,899.00	0.00	\$0.00	1.00	\$5,899.00
A-16	Salvage and Reset Culvert	2.00	Ea.	\$1,128,000	\$2,256,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-17	Restoration - Seeding, Fertilizer, Mulch (Est. 4,100 S.Y.)	1.00	L.S.	\$8,200,000	\$8,200,000	1.00	\$8,200.00	0.00	\$0.00	1.00	\$8,200.00
A-18	Restoration - Seeding, Fertilizer, E-Mat (Est. 700 S.Y.)	1.00	L.S.	\$2,000,000	\$2,000,000	1.00	\$2,000.00	0.00	\$0.00	1.00	\$2,000.00
A-19	Restoration - Roadway (Including HMA, Gravel Shoulders, C	1.00	L.S.	\$11,200,000	\$11,200,000	1.00	\$11,200.00	0.00	\$0.00	1.00	\$11,200.00
A-20	Tracking Pad	2.00	Ea.	\$1,000,000	\$2,000,000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
A-21	Silt Fence	200.00	L.F.	\$4,500	\$900,000	1,150.00	\$5,175.00	0.00	\$0.00	1,150.00	\$5,175.00
A-22	Ditch Checks	6.00	Ea.	\$200,000	\$1,200,000	2.00	\$400.00	0.00	\$0.00	2.00	\$400.00
A-23	Traffic Control	1.00	L.S.	\$11,100,000	\$11,100,000	1.00	\$11,100.00	0.00	\$0.00	1.00	\$11,100.00
TOTAL (Items A-1 through A-23, Inclusive)				\$371,150,510			\$130,451.83		\$0.00		\$130,451.83

BASE BID | CONTRACT B - FRENCH COURT

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
B-1	8 inch Sanitary Sewer DR-26	582.00	L.F.	\$104,000	\$60,528,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-2	4 Foot Diameter Sanitary Manholes	34.50	V.F.	\$495,000	\$17,077,500	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-3	6 inch Sanitary Lateral	35.00	L.F.	\$70,000	\$2,450,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-4	4 inch Sanitary Lateral	140.00	L.F.	\$68,000	\$9,520,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-5	8 inch Water Main	650.00	L.F.	\$52,500	\$34,125,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-6	6 inch Water Main	6.00	L.F.	\$50,000	\$300,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-7	8 inch R.W. Gate Valves	1.00	Ea.	\$2,691,000	\$2,691,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-8	6 inch R.W. Gate Valves	1.00	Ea.	\$1,994,000	\$1,994,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-9	Hydrant	1.00	Ea.	\$5,070,000	\$5,070,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-10	1 inch Water Service	106.00	L.F.	\$39,000	\$4,134,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-11	1 inch Corporation Curb Stop and Box	4.00	Ea.	\$634,000	\$2,536,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-12	Salvage and Replace 12 inch Culvert (New)	28.00	L.F.	\$52,000	\$1,456,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-13	Salvage and Replace 18 inch Culvert (New)	30.00	L.F.	\$59,000	\$1,770,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-14	12 inch Metal Endwall	2.00	Ea.	\$160,000	\$320,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-15	18 inch Metal Endwall	2.00	Ea.	\$210,000	\$420,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-16	Clearing and Grubbing	60.00	I.D.	\$25,000	\$1,500,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-17	Tracking Pad	1.00	Ea.	\$1,000,000	\$1,000,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-18	Silt Fence	540.00	L.F.	\$4,500	\$2,430,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-19	Ditch Checks	3.00	Ea.	\$200,000	\$600,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-20	Restoration - Topsoil, Seed, Fertilizer, Mulch (Est. 1,400 S.Y	1.00	L.S.	\$2,800,000	\$2,800,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-21	Restoration - Seeding, Fertilizer, E-Mat (Est. 400 S.Y.)	1.00	L.S.	\$1,172,000	\$1,172,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-22	Restoration Roadway (Including HMA, Gravel Shoulders, Dr	1.00	L.S.	\$6,900,000	\$6,900,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
B-23	Traffic Control	1.00	L.S.	\$11,311,000	\$11,311,000	0.00	\$0.00	0.00	\$0.00	0	\$0.00
TOTAL (Items B-1 through B-23, Inclusive)				\$172,104,500			\$0.00		\$0.00		\$0.00

CERTIFICATE FOR PAYMENT #10

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
Contract No. L0017-09-23-00310

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-4025

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

BASE BID | CONTRACT C - LITTLE RAPIDS ROAD / MID VALLEY DRIVE / SHADY COURT LIFT STATION

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
C-1	15 inch Sanitary Sewer DR 26	728.00	L.F.	\$194.000	\$141,232.000	85.00	\$16,480.00	0.00	\$0.00	85.00	\$16,480.00
C-1a	15 inch Sanitary Sewer DR 26 (Materials and Storage)	643.00	L.F.	\$47.320	\$30,426.760	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-1ab	15 inch Sanitary Sewer DR 26 (Install Only)	643.00	L.F.	\$146.680	\$94,315.240	643.00	\$94,315.24	0.00	\$0.00	643.00	\$94,315.24
C-2	12 inch Sanitary Sewer	731.00	L.F.	\$94.000	\$68,714.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-2a	12 inch Sanitary Sewer (Materials and Storage)	731.00	L.F.	\$23.800	\$17,397.800	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-2ab	12 inch Sanitary Sewer (Install Only)	731.00	L.F.	\$70.200	\$51,316.200	731.00	\$51,316.20	0.00	\$0.00	731.00	\$51,316.20
C-3	12 inch Sanitary Sewer DR 26	400.00	L.F.	\$111.000	\$44,400.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-3a	12 inch Sanitary Sewer DR 26 (Materials and Storage)	400.00	L.F.	\$31.350	\$12,540.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-3ab	12 inch Sanitary Sewer DR 26 (Install Only)	400.00	L.F.	\$79.650	\$31,860.000	399.50	\$31,820.18	0.00	\$0.00	399.50	\$31,820.18
C-4	10 inch Sanitary Sewer	396.00	L.F.	\$72.000	\$28,512.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-4a	10 inch Sanitary Sewer (Materials and Storage)	396.00	L.F.	\$16.700	\$6,613.200	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-4ab	10 inch Sanitary Sewer (Install Only)	396.00	L.F.	\$55.300	\$21,898.800	418.00	\$23,115.40	0.00	\$0.00	418.00	\$23,115.40
C-5	10 inch Sanitary Sewer DR 26	801.00	L.F.	\$114.000	\$91,314.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-5a	10 inch Sanitary Sewer DR 26 (Materials and Storage)	801.00	L.F.	\$22.110	\$17,710.110	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-5ab	10 inch Sanitary Sewer DR 26 (Install Only)	801.00	L.F.	\$91.890	\$73,603.890	737.00	\$67,722.93	0.00	\$0.00	737.00	\$67,722.93
C-6	8 inch Sanitary Sewer	1,124.00	L.F.	\$68.000	\$76,432.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-6a	8 inch Sanitary Sewer (Materials and Storage)	1,124.00	L.F.	\$10.910	\$12,262.840	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-6ab	8 inch Sanitary Sewer (Install Only)	1,124.00	L.F.	\$57.090	\$64,169.160	1,124.50	\$64,197.71	0.00	\$0.00	1,124.50	\$64,197.71
C-7	8 inch Sanitary Sewer DR 26 (pay 102' @ full price)	837.00	L.F.	\$104.000	\$35,048.000	102.00	\$10,608.00	0.00	\$0.00	102.00	\$10,608.00
C-7a	8 inch Sanitary Sewer DR 26 (Materials and Storage)	235.00	L.F.	\$10.140	\$2,382.900	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-7ab	8 inch Sanitary Sewer DR 26 (Install Only)	235.00	L.F.	\$93.860	\$22,057.100	259.00	\$24,309.74	0.00	\$0.00	259.00	\$24,309.74
C-8	4 Foot Diameter Sanitary Manholes	272.99	V.F.	\$477.000	\$130,216.230	26.11	\$12,454.47	0.00	\$0.00	26.11	\$12,454.47
C-8a	4 Foot Diameter Sanitary Manholes (Materials and Storage 14 castings)	272.99	V.F.	\$736.000	\$10,332.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-8ab	4 Foot Diameter Sanitary Manholes (Install Only)	272.99	V.F.	\$498.152	\$119,884.230	246.88	\$108,417.96	0.00	\$0.00	246.88	\$108,417.96
C-9	4 Foot Diameter Sanitary Manholes (Outside Drop)	17.48	V.F.	\$708.000	\$12,375.840	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-9a	4 Foot Diameter Sanitary Manholes (Outside Drop) (Materials and Storage)	17.48	V.F.	\$851.924	\$11,395.640	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-9ab	4 Foot Diameter Sanitary Manholes (Outside Drop) (Install Only)	17.48	V.F.	\$1,387.000	\$1,387.000	17.56	\$11,447.79	0.00	\$0.00	17.56	\$11,447.79
C-10	Internal Manhole Drop	1.00	Ea.	\$1,387.000	\$1,387.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-11	6 inch Sanitary Riser	25.00	V.F.	\$72.000	\$1,800.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-11a	6 inch Sanitary Riser (Materials and Storage)	25.00	V.F.	\$17.570	\$439.250	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-11ab	6 inch Sanitary Riser (Install Only)	25.00	V.F.	\$54.430	\$1,360.750	48.00	\$2,612.64	0.00	\$0.00	48.00	\$2,612.64
C-12	6 inch Sanitary Lateral	50.00	V.F.	\$93.000	\$4,650.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-12a	6 inch Sanitary Lateral (Materials and Storage)	50.00	V.F.	\$38.010	\$1,900.500	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-12ab	6 inch Sanitary Lateral (Install Only)	50.00	V.F.	\$54.990	\$2,749.500	48.00	\$2,639.52	0.00	\$0.00	48.00	\$2,639.52
C-13	4 inch Force Main	64.00	L.F.	\$40.000	\$2,560.000	59.50	\$2,380.00	0.00	\$0.00	59.50	\$2,380.00
C-13a	4 inch Force Main (Materials and Storage)	4.50	L.F.	\$12.625	\$56.813	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-13ab	4 inch Force Main (Install Only)	4.50	L.F.	\$27.375	\$123.188	4.50	\$123.19	0.00	\$0.00	4.50	\$123.19
C-14	Lift Station Concrete Pump Chamber, Piping, and Accessories	1.00	L.S.	\$341,905.000	\$341,905.000	1.00	\$341,905.00	0.00	\$0.00	1.00	\$341,905.00
C-15	Lift Station Submersible Pumps (Base Bid - Barnes 4XESHVE	1.00	L.S.	\$18,367.000	\$18,367.000	1.00	\$18,367.00	0.00	\$0.00	1.00	\$18,367.00
C-16	Lift Station Site Grading (Including 1 inch Thick Gravel Drive	1.00	L.S.	\$6,962.000	\$6,962.000	1.00	\$6,962.00	0.00	\$0.00	1.00	\$6,962.00
C-17	Furnish Lift Station Level Control Instrumentation and Cont	1.00	L.S.	\$73,470.000	\$73,470.000	1.00	\$73,470.00	0.00	\$0.00	1.00	\$73,470.00
C-18	Install Lift Station Instrumentation and Controls Equipment	1.00	L.S.	\$25,510.000	\$25,510.000	1.00	\$25,510.00	0.00	\$0.00	1.00	\$25,510.00
C-19	Furnish Portable Trailer Mounted	1.00	L.S.	\$14,000.000	\$14,000.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-20	12 inch Water Main	4,400.00	L.F.	\$82.250	\$361,900.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-20a	12 inch Water Main (Materials and Storage)	4,400.00	L.F.	\$51.900	\$228,360.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-20ab	12 inch Water Main (Install Only)	4,400.00	L.F.	\$30.350	\$133,540.000	4,399.50	\$133,524.83	0.00	\$0.00	4,399.50	\$133,524.83
C-21	8 inch Water Main	50.00	L.F.	\$66.000	\$3,300.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-21a	8 inch Water Main (Materials and Storage)	50.00	L.F.	\$37.040	\$1,852.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-21ab	8 inch Water Main (Install Only)	50.00	L.F.	\$28.960	\$1,448.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-22	6 inch Water Main	53.50	L.F.	\$40.000	\$2,140.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-22a	6 inch Water Main (Materials and Storage)	53.50	L.F.	\$13.420	\$717.970	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-22ab	6 inch Water Main (Install Only)	53.50	L.F.	\$26.580	\$1,422.030	74.50	\$1,980.21	0.00	\$0.00	74.50	\$1,980.21
C-23	12 inch R.W. Gate Valves	12.00	Ea.	\$4,629.000	\$55,548.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-23a	12 inch R.W. Gate Valves (Materials and Storage)	12.00	Ea.	\$4,344.000	\$52,128.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-23ab	12 inch R.W. Gate Valves (Install Only)	12.00	Ea.	\$285.000	\$3,420.000	13.00	\$3,705.00	0.00	\$0.00	13.00	\$3,705.00
C-24	8 inch R.W. Gate Valves	1.00	Ea.	\$2,691.000	\$2,691.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-24a	8 inch R.W. Gate Valves (Materials and Storage)	1.00	Ea.	\$2,444.000	\$2,444.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-24ab	8 inch R.W. Gate Valves (Install Only)	1.00	Ea.	\$247.000	\$247.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-25	6 inch R.W. Gate Valves	8.00	Ea.	\$1,994.000	\$15,952.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-25a	6 inch R.W. Gate Valves (Materials and Storage)	8.00	Ea.	\$1,761.000	\$14,088.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-25ab	6 inch R.W. Gate Valves (Install Only)	8.00	Ea.	\$233.000	\$1,864.000	8.00	\$1,864.00	0.00	\$0.00	8.00	\$1,864.00
C-26	Hydrant	9.00	Ea.	\$5,070.000	\$45,630.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-26a	Hydrant (Materials and Storage)	9.00	Ea.	\$4,679.000	\$42,111.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-26ab	Hydrant (Install Only)	9.00	Ea.	\$91.000	\$3,519.000	9.00	\$3,519.00	0.00	\$0.00	9.00	\$3,519.00
C-27	6 inch Hydrant Lead Bends	8.00	Ea.	\$458.000	\$3,664.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-27a	6 inch Hydrant Lead Bends (Materials and Storage)	8.00	Ea.	\$256.000	\$2,048.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-27ab	6 inch Hydrant Lead Bends (Install Only)	8.00	Ea.	\$202.000	\$1,616.000	6.00	\$1,212.00	0.00	\$0.00	6.00	\$1,212.00
C-28	2 inch Corporation Curb Stop and Stop Box	1.00	Ea.	\$1,273.000	\$1,273.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-28a	2 inch Corporation Curb Stop and Stop Box (Materials and	1.00	Ea.	\$1,055.000	\$1,055.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-28ab	2 inch Corporation Curb Stop and Stop Box (Install Only)	1.00	Ea.	\$218.000	\$218.000	1.00	\$218.00	0.00	\$0.00	1.00	\$218.00
C-29	2 inch Poly Water Service	60.00	L.F.	\$41.000	\$2,460.000	60.00	\$2,460.00	0.00	\$0.00	60.00	\$2,460.00
C-30	Water Valve Manhole (Including Valve and Accessories)	1.00	Ea.	\$10,800.000	\$10,800.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-30a	Water Valve Manhole (Including Valve and Accessories) (M	1.00	Ea.	\$4,901.000	\$4,901.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-30ab	Water Valve Manhole (Including Valve and Accessories) (In	1.00	Ea.	\$5,899.000	\$5,899.000	1.00	\$5,899.00	0.00	\$0.00	1.00	\$5,899.00
C-31	Insulation	40.00	L.F.	\$10.000	\$400.000	87.00	\$870.00	0.00	\$0.00	87.00	\$870.00
C-32	I-41 Crossing (Little Rapids Road) Sanitary Sewer and Water	1.00	L.S.	\$0.010	\$0.010	1.00	\$0.01	0.00	\$0.00	1.00	\$0.01
C-33	Creek Crossing Sanitary Sewer and Water Main	1.00	L.S.	\$0.010	\$0.010	1.00	\$0.01	0.00	\$0.00	1.00	\$0.01
C-34	Filling, Grading and Compacting LOMR-F Areas (Off Site)	5,600.00	C.Y.	\$2.960	\$16,576.000	5,600.00	\$16,576.00	0.00	\$0.00	5,600.00	\$16,576.00
C-35	FEWA Certification for LOMR-F Areas	1.00	L.S.	\$14,300.000	\$14,300.000	1.00	\$14,300.00	0.00	\$0.00	1.00	\$14,300.00
C-36	Trans Canda Gas Potholing	2.00	Ea.	\$990.000	\$1,980.000	2.00	\$1,980.00	0.00	\$0.00	2.00	\$1,980.00
C-37	Salvage and Replace 18 inch Culvert (New)	40.00	L.F.	\$45.000	\$1,800.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-37a	Salvage and Replace 18 inch Culvert (New) (Materials and S	40.00	L.F.	\$17.200	\$688.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-37ab	Salvage and Replace 18 inch Culvert (New) (Install Only)	40.00	L.F.	\$27.800	\$1,112.000	40.00	\$1,112.00	0.00	\$0.00	40.00	\$1,112.00
C-38	Salvage and Replace 30 inch Culvert (New)	60.00	L.F.	\$71.000	\$4,260.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-38a	Salvage and Replace 30 inch Culvert (New) (Materials and S	60.00	L.F.	\$42.400	\$2,544.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-38ab	Salvage and Replace 30 inch Culvert (New) (Install Only)	60.00	L.F.	\$28.600	\$1,716.000	60.00	\$1,716.00	0.00	\$0.00	60.00	\$1,716.00
C-39	18 inch Metal Endwall	2.00	Ea.	\$250.000	\$500.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-39a	18 inch Metal Endwall (Materials and Storage)	2.00	Ea.	\$130.000	\$260.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-39ab	18 inch Metal Endwall (Install Only)	2.00	Ea.	\$120.000	\$240.000	2.00	\$240.00	0.00	\$0.00	2.00	\$240.00
C-40	30 inch Metal Endwall	2.00	Ea.	\$608.000	\$1,216.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-40a	30 inch Metal Endwall (Materials and Storage)	2.00	Ea.	\$480.000	\$960.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
C-40ab	30 inch Metal Endwall (Install Only)	2.00	Ea.	\$128.000	\$256.000	2.00	\$256.00	0.00	\$0.00	2.00	\$256.0

CERTIFICATE FOR PAYMENT #10

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
Contract No. L0017-09-25-00310

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

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

SUPPLEMENTAL BID 1 - CONTRACT C | Mid Valley Road Sanitary Sewer / Water Main - North of Little Rapids Road

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
S1-1	10 Inch Sanitary Sewer DR 26	1,721.00	L.F.	\$122.000	\$209,862.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-1a	10 Inch Sanitary Sewer DR 26 (Materials and Storage)	1,721.00	L.F.	\$121.850	\$37,603.850	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-1ab	10 Inch Sanitary Sewer DR 26 (Install Only)	1,721.00	L.F.	\$100.150	\$172,358.150	1,721.00	\$172,358.15	0.00	\$0.00	1,721.00	\$172,358.15
S1-2	8 Inch Sanitary Sewer	454.00	L.F.	\$66.000	\$29,964.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-2a	8 Inch Sanitary Sewer (Materials and Storage)	454.00	L.F.	\$10.920	\$4,957.680	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-2ab	8 Inch Sanitary Sewer (Install Only)	454.00	L.F.	\$55.080	\$25,006.320	360.00	\$19,828.80	94.00	\$5,177.52	454.00	\$25,006.32
S1-3	8 Inch Sanitary Sewer DR 26	59.00	L.F.	\$112.000	\$6,608.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-3a	8 Inch Sanitary Sewer DR 26 (Materials and Storage)	59.00	L.F.	\$14.850	\$874.970	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-3ab	8 Inch Sanitary Sewer DR 26 (Install Only)	59.00	L.F.	\$97.170	\$5,733.030	59.00	\$5,733.03	0.00	\$0.00	59.00	\$5,733.03
S1-4	4 Foot Diameter Sanitary Manholes	153.93	V.F.	\$450.000	\$69,268.500	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-4a	4 Foot Diameter Sanitary Manholes (Materials and Storage)	153.93	V.F.	\$738.000	\$4,428.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-4ab	4 Foot Diameter Sanitary Manholes (Install Only)	153.93	V.F.	\$421.234	\$64,840.500	138.93	\$58,521.99	15.00	\$6,318.51	153.93	\$64,840.50
S1-5	4 Foot Diameter Sanitary Manholes (Outside Drop)	9.54	V.F.	\$679.000	\$6,477.660	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-5a	4 Foot Diameter Sanitary Manholes (Outside Drop) (Material)	9.54	V.F.		\$296.500	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-5ab	4 Foot Diameter Sanitary Manholes (Outside Drop) (Install Only)	9.54	V.F.	\$647.920	\$6,181.160	9.54	\$6,181.16	0.00	\$0.00	9.54	\$6,181.16
S1-6	12 Inch Water Main	2,200.00	L.F.	\$79.500	\$174,900.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-6a	12 Inch Water Main (Materials and Storage)	2,200.00	L.F.	\$48.720	\$107,184.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-6ab	12 Inch Water Main (Install Only)	2,200.00	L.F.	\$30.780	\$67,716.000	142.00	\$4,370.76	2,058.00	\$63,345.24	2,200.00	\$67,716.00
S1-7	6 Inch Water Main	24.00	L.F.	\$40.000	\$960.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-7a	6 Inch Water Main (Materials and Storage)	24.00	L.F.	\$13.300	\$319.200	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-7ab	6 Inch Water Main (Install Only)	24.00	L.F.	\$26.700	\$640.800	0.00	\$0.00	24.00	\$640.80	24.00	\$640.80
S1-8	12 Inch R.W. Gate Valves	4.00	Ea.	\$4,629.000	\$18,516.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-8a	12 Inch R.W. Gate Valves (Materials and Storage)	4.00	Ea.	\$4,344.000	\$17,376.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-8ab	12 Inch R.W. Gate Valves (Install Only)	4.00	Ea.	\$285.000	\$1,140.000	0.00	\$0.00	4.00	\$1,140.00	4.00	\$1,140.00
S1-9	6 Inch R.W. Gate Valves	4.00	Ea.	\$1,994.000	\$7,976.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-9a	6 Inch R.W. Gate Valves (Materials and Storage)	4.00	Ea.	\$1,761.000	\$7,044.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-9ab	6 Inch R.W. Gate Valves (Install Only)	4.00	Ea.	\$233.000	\$932.000	0.00	\$0.00	4.00	\$932.00	4.00	\$932.00
S1-10	Hydrant	4.00	Ea.	\$5,070.000	\$20,280.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-10a	Hydrant (Materials and Storage)	4.00	Ea.	\$4,679.000	\$18,716.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-10ab	Hydrant (Install Only)	4.00	Ea.	\$91.000	\$364.000	0.00	\$0.00	4.00	\$1,564.00	4.00	\$1,564.00
S1-11	6 Inch Hydrant Lead Bends	4.00	Ea.	\$458.000	\$1,832.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-11a	6 Inch Hydrant Lead Bends (Materials and Storage)	4.00	Ea.	\$256.000	\$1,024.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-11ab	6 Inch Hydrant Lead Bends (Install Only)	4.00	Ea.	\$202.000	\$808.000	0.00	\$0.00	4.00	\$808.00	4.00	\$808.00
S1-12	Salvage and Replace 18 Inch Culvert (New)	100.00	L.F.	\$45.000	\$4,500.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-12a	Salvage and Replace 18 Inch Culvert (New) (Materials and Storage)	100.00	L.F.	\$17.200	\$1,720.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-12ab	Salvage and Replace 18 Inch Culvert (New) (Install Only)	100.00	L.F.	\$27.800	\$2,780.000	0.00	\$0.00	100.00	\$2,780.00	100.00	\$2,780.00
S1-13	18 Inch Metal Endwall	6.00	Ea.	\$250.000	\$1,500.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-13a	18 Inch Metal Endwall (Materials and Storage)	6.00	Ea.	\$130.000	\$780.000	0.00	\$0.00		\$0.00	0.00	\$0.00
S1-13ab	18 Inch Metal Endwall (Install Only)	6.00	Ea.	\$120.000	\$720.000	0.00	\$0.00	6.00	\$720.00	6.00	\$720.00
S1-14	Erosion Control - Tracking Pad, Ditch Checks and Silt Fence	1.00	L.S.	\$2,500.000	\$2,500.000	0.00	\$0.00		\$0.00	1.00	\$2,500.00
S1-15	Restoration - Topsoil, Seed, Fertilizer, Mulch (Est. 8,000 S.Y.)	1.00	L.S.	\$14,516.000	\$14,516.000	0.00	\$0.00	1.00	\$14,516.00	1.00	\$14,516.00
S1-16	Restoration - Topsoil, Seed, Fertilizer, E-Mat Class 1 - Type I	1.00	L.S.	\$5,600.000	\$5,600.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S1-17	Restoration Roadway - HMA - Roadway and Driveways (incl	1.00	L.S.	\$10,691.000	\$10,691.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S1-18	Traffic Control	1.00	L.S.	\$3,000.000	\$3,000.000	0.75	\$2,250.00	0.25	\$750.00	1.00	\$3,000.00

TOTAL (Items S1-1 through S1-18, Inclusive)

\$589,051.160	\$269,243.89	\$101,192.07	\$370,435.96
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CERTIFICATE FOR PAYMENT #10

TOWN OF LAWRENCE
2023 SANITARY SEWER & WATER MAIN CONSTRUCTION
Contract No. L0017-09-23-00310

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

SUPERIOR SEWER AND WATER, INC.
1801 Deer Trail
Luxemburg, WI 54217

SUPPLEMENTAL BID 3 - CONTRACT C | Offsite Fill

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
S3-1	Hauling and Grading (Town Owned Offsite Fill)	13,000.00	C.Y.			16,660.00	\$49,313.60	0.00	\$0.00	16,660.00	\$49,313.60
S3-2	Internal Lot Restoration Stockpile Site with Alfalfa Mix	2.00	Ac.	\$378.000	\$756.000	0.50	\$189.00		\$0.00	0.50	\$189.00
TOTAL (Items S3-1 through S3-2 Inclusive)					\$39,236.000		\$49,502.60		\$0.00		\$49,502.60

ALTERNATE BID AA - CONTRACT A | Sewer Upsizing Packerland Drive

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
AA-1	10 Inch Sanitary Sewer	371.00	L.F.	\$96.000	\$35,616.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
AA-1a	10 Inch Sanitary Sewer (Materials and Storage)	371.00	L.F.	\$17.570	\$6,518.470	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
AA-1ab	10 Inch Sanitary Sewer (Install Only)	371.00	L.F.	\$78.430	\$29,097.530	371.00	\$29,097.53		\$0.00	371.00	\$29,097.53
AA-2	10 Inch Sanitary Sewer DR 26	1,040.00	L.F.	\$114.000	\$118,560.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
AA-2a	10 Inch Sanitary Sewer DR 26 (Materials and Storage)	1,040.00	L.F.	\$23.490	\$24,429.600	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
AA-2ab	10 Inch Sanitary Sewer DR 26 (Install Only)	1,040.00	L.F.	\$90.510	\$94,130.400	1,040.00	\$94,130.40		\$0.00	1,040.00	\$94,130.40
AA-3	4 Foot Diameter Sanitary Manholes (Additional Vertical For	4.27	V.F.	\$281.000	\$1,199.870	4.27	\$1,199.87		\$0.00	4.27	\$1,199.87
AA-4	DEDUCT 8 Inch Sanitary Sewer	-1,171.00	L.F.	\$90.500	\$105,975.500	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
AA-5	DEDUCT 8 Inch Sanitary Sewer DR 26	-240.00	L.F.	\$104.000	\$24,960.000	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
TOTAL (Items AA-1 through AA-5, Inclusive)					\$24,440.370		\$124,427.80		\$0.00		\$124,427.80
TOTAL CONTRACT AWARD					\$3,032,430.630		\$1,912,006.84		\$108,226.77		\$2,020,233.60

CHANGE ORDER

Item	Description	Qty	Unit	Bid Quantities		Previous Requests		This Request		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
1.1	Remove Contract B - French Court	1.00	L.S.	\$172,104.500	\$172,104.500	0.00	\$0.00		\$0.00		\$0.00

2.1	Use of Geotextile Fabric (Type SAS) both in the Town portion and WisDot portion of Little Rapids Road along with an additional 12" of 3" breaker in the Town portion from Shady Court to existing 24" CMP east of French Road 202+85+/-.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					</
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3.1	Stored Materials to be paid by Owner (see attached pdf)											
	Reduction in payment to the contractor for stored											
3.2	materials paid by the owner.											
	TOTAL C.O. #3											

4.1	Additional pipe bedding stone for pipe sub-base stability (Little Rapids Rd MH1-MH2 and French Road)													
	506.01	Ton		\$16.950	\$8,576.703	506.01	\$8,576.70	0.00	\$0.00		506.01	\$8,576.70		
	TOTAL C.O. #4												\$8,576.70	\$8,576.70

5.1	Use of Additional pipe bedding for pipe sub-base stability for 15" sanitary on Little Rapids (max depth 3' max width 4.5') estimated at ((550*3*4.5)/27)*2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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6.1	Use of Additional pipe bedding for pipe sub-base stability for 12" sanitary on Mid Valley (max depth 3' max width 4.5') estimated at $((180 \times 3 \times 4.5) / 27) \times 2$	180.00	Ton	\$16.950	\$3,051.000	180.00	\$3,051.00	0.00	\$0.00	180.00	\$3,051.00
	TOTAL C.O. #6				\$3,051.000		\$3,051.00		\$0.00		\$3,051.00

7.1	Additional Topsoil Stripping at Fill Site	1,583.00	C.Y.	\$2.960	\$4,685.680	1,583.00	\$4,685.68	0.00	\$0.00	1,583.00	\$4,685.68
	TOTAL C.O. #7				\$4,685.680		\$4,685.68		\$0.00		\$4,685.68

8.1	Town paid for incidental materials for Little Rapids Road											
	HWY crossing DEDUCT	1.00	L.S.	\$2,510.960	\$2,510.960	1.00	\$2,510.96	0.00	\$0.00		1.00	\$2,510.96
	TOTAL C.O. #8			\$2,510.960	\$2,510.960		\$2,510.96		\$0.00			\$2,510.96

9.1	Contract Time Extension (pending)										
	Supplemental Bid 1 - Contract C - Completion date adjusted to July 31, 2024 per attached Contractor supplied schedule. Time adjustment is for Supplemental Bid 1 - Contract C (Mid Valley Road Sanitary Sewer/Water Main-North of Little Rapids Road) only.	0.00									
9.1.2	ALL other portions of the Contract completion dates remain in effect (i.e., June 28, 2024 Substantial Completion and July 26, 2024 Final Completion).	0.00									

10.1	Use of Additional pipe bedding for pipe base stability for sanitary on Mid Valley from MH 3 to MH 6 minus 180 LF previously paid in CO (max depth 3' max width 4.5') = ((620*3*4.5)/(27)*2	620.00	Ton	\$16.950	\$10,509.000	620.00	\$10,509.00	0.00	\$0.00	620.00	\$10,509.00
10.2	Use of Additional pipe bedding for pipe base stability for sanitary on Mid Valley north from MH 3 to MH 19 and stubx depth 3' max width 4.5') estimated at ((1956*3*4.5)/(27)*2	1,956.00	Ton	\$16.950	\$33,154.200	1,956.00	\$33,154.20	0.00	\$0.00	1,956.00	\$33,154.20
	TOTAL C.O. #10				\$43,663.200		\$43,663.20		\$0.00		\$43,663.20

11.1	Additional asphalt restoration as requested by the Town on Mid Valley Dr from Little Rapids Road to box culvert, and patch on Little rapids Road (area from box culvert to Fabick was direct invoiced by NEA \$16,272.57)	632.00	SY	\$27.600	\$17,443.200	632.00	\$17,443.20	0.00	\$0.00	632.00	\$17,443.20
11.2	Additional asphalt removal (all areas removed by Superior)	1,289.80	SY	\$2.100	\$2,708.580	1,289.80	\$2,708.58	0.00	\$0.00	1,289.80	\$2,708.58
11.3	Saw cutting for asphalt removal	62.00	LF	\$1.800	\$111.600	62.00	\$111.60	0.00	\$0.00	62.00	\$111.60
	TOTAL C.O. #11				\$20,263.38		\$20,263.38		\$0.00		\$20,263.38

TOTAL CHANGE ORDER					\$886,077.247		\$100,041.54		\$0.00		\$100,041.54
CURRENT CONTRACT TOTAL					\$2,146,353.383		\$2,012,048.38		\$108,226.77		\$2,120,275.14

Amount completed 2.5% of Contract	\$2,120,275.14
Amount - retainage previously paid	\$2,066,616.31
Amount - this payment	\$1,958,389.55
Amount Due This Application:	\$108,226.76

Completed to Date: Retainage:	\$53,658.83
Subtotal:	\$2,066,616.31
Previous Application:	\$1,958,389.55
Amount Due This Application:	\$108,226.76

LAWRANCE SANITARY SEWER & WATER CONSTRUCTION	Date: 8-26-2024
	Contractor: Superior Sewer and Water, Inc.
	Town of Lawrence, 2400 Shady Court, De Pere, WI 54115.

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO #1	\$ -	\$ 172,104.50
CO #2	\$ 7,660.80	\$ -
CO #2.1	\$ 5,865.00	\$ -
CO #3	\$ -	\$ 814,550.05
CO #4	\$ 8,576.70	\$ -
CO #5	\$ 9,322.50	\$ -
CO #6	\$ 3,051.00	\$ -
CO #7	\$ 4,685.68	\$ -
CO #8	\$ -	\$ 2,510.96
CO #9	\$ -	\$ -
CO #10	\$ 43,663.20	\$ -
CO #11	\$ 20,263.38	\$ -
CO #12	\$ -	
Total	\$ 103,088.26	\$ (989,165.51)
NET CHANGE BY CHANGE ORDERS: \$ (886,077.25)		

1. ORIGINAL CONTRACT PRICE:.....	\$3,032,430.63
2. Net change by Change Orders and Written Amendments (+ or -):.....	-\$886,077.25
3. CURRENT CONTRACT PRICE (Line 1 plus Line 2):.....	\$2,146,353.38
4. Total completed and stored to date Column F-G-H-I-J-K-M-O on Progress Esti	\$2,146,468.89
5. Retainage (per Agreement):	\$53,658.83
a. Work Completed - Column H (95% up to 50% of Contract or 2.5% of 100% of Contract	\$53,658.83 ✓
waiting approval	
6. AMOUNT ELIGIBLE TO DATE (Line 4 minus 5).....	\$2,092,810.06
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$1,958,389.54 ✓
8. AMOUNT DUE THIS APPLICATION (Line 6 minus Line 7).....	\$134,420.52

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that:(1) all previous progress payments received from Owner on account of Work done under Contract have been applied on account. Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment has been dispersed. Interest and admin fees will apply to all or any late payments per contract documents. Work that is completed and not listed to previous or current pay request due to engineer or own will have interest applied to end totals before project closeout. By signing pay application SSW is accepting amount in line 8. as payment for this application.	
By:Chad Dornor	Date: 8-26-2024

Chad Dornor

Date: 8-26-2024

Payment of: \$134,420.52
(Line 8 or other - attach explanation of other amount)

is recommended by: Superior Sewer and Water Inc. Date: 8-26-2024
(Contractor)

is recommended by: McMahon Associates, Inc. Date:
(Engineer)

is recommended by: Town of Lawrence Date:
(Owner)

Application for Payment

C-32	I-41 Crossing (Little Rapids Road) Sanitary Sewer and Water Main	L.S.	1.00	\$ 0.01	\$ 0.01	\$ 0.01	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	-	\$ -	1.00	\$ 0.01	100.00%	
C-33	Creek Crossing Sanitary Sewer and Water Main	L.S.	1.00	\$ 0.01	\$ 0.01	\$ 0.01	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	-	\$ -	1.00	\$ 0.01	100.00%	
C-34	Filling, Grading and Compacting LOMR-F Areas (Off Site)	C.Y.	5600.00	\$ 2.96	\$ 2.96	\$ 16,576.00	\$ -	\$ -	\$ -	\$ 16,576.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	-	\$ -	5,600.00	\$ 16,576.00	100.00%	
C-35	FEMA Certification for LOMR-F Areas	L.S.	1.00	\$ 14,300.00	\$ 14,300.00	\$ 14,300.00	\$ -	\$ -	\$ -	\$ 10,725.00	\$ -	\$ -	\$ 3,575.00	#	\$ -	-	\$ -		\$ -	-	\$ -	1.00	\$ 14,300.00	100.00%	
C-36	Trans Canda Gas Potholing	Ea.	2.00	\$ 590.00	\$ 590.00	\$ 1,180.00	\$ -	\$ -	\$ -	\$ 1,180.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	-	\$ -	2.00	\$ 1,180.00	100.00%	
C-37	Salvage and Replace 18 Inch Culvert (New)	L.F.	40.00	\$ 27.80	\$ 45.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,112.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	17.20	\$ (688.00)	40.00	\$ 1,112.00	100.00%	
C-38	Salvage and Replace 30 Inch Culvert (New)	L.F.	60.00	\$ 28.60	\$ 71.00	\$ 4,260.00	\$ -	\$ -	\$ -	\$ 1,716.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	42.40	\$ (2,544.00)	60.00	\$ 1,716.00	100.00%	
C-39	18 Inch Metal Endwall	Ea.	2.00	\$ 120.00	\$ 250.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 240.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	130.00	\$ (260.00)	2.00	\$ 240.00	100.00%	
C-40	30 Inch Metal Endwall	Ea.	2.00	\$ 128.00	\$ 608.00	\$ 1,216.00	\$ -	\$ -	\$ -	\$ 256.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	480.00	\$ (960.00)	2.00	\$ 256.00	100.00%	
C-41	Erosion Control - Tracking Pad, Ditch Checks and Silt Fence (Est. 2,600 L.F.)	L.S.	1.00	\$ 12,528.00	\$ 12,528.00	\$ 12,528.00	\$ 2,505.60	\$ -	\$ 1,252.80	\$ 1,252.80	\$ -	\$ -	\$ 6,264.00	#	\$ -	0.10	\$ 1,252.80		\$ -	-	\$ -	1.00	\$ 12,528.00	100.00%	
C-42	Restoration- Topsoil, Seed, Fertilizer, Mulch (Est. 12,400 S.Y.)	L.S.	1.00	\$ 35,870.00	\$ 35,870.00	\$ 35,870.00	\$ -	\$ -	\$ -	\$ 3,587.00	\$ -	\$ -	\$ 28,696.00	#	\$ -	-	\$ -	0.10	\$ 3,587.00	-	\$ -	1.00	\$ 35,870.00	100.00%	
C-43	Restoration - Topsoil, Seed, Fertilizer, E-Mat, Class 1 - Type B (Est. 1,315 S.Y.)	L.S.	1.00	\$ 3,626.00	\$ 3,626.00	\$ 3,626.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,263.40	#	\$ -	-	\$ -	0.10	\$ 362.60	-	\$ -	1.00	\$ 3,626.00	100.00%	
C-44	Restoration Roadway - HMA - Roadway and Driveways (Including Base Course, Pavement Marking, Concrete Curb & Gutter and Gravel Driveway Restoration)	L.S.	1.00	\$ 70,420.00	\$ 70,420.00	\$ 70,420.00	\$ -	\$ 7,042.00	\$ 14,084.00	\$ 704.20	\$ -	\$ -	\$ -	#	\$ 34,505.80	0.10	\$ 7,042.00	0.10	\$ 7,042.00	-	\$ -	1.00	\$ 70,420.00	100.00%	
C-45	Restoration - Roadway Shouldering (Est. 2,800 L.F.)	L.S.	1.00	\$ 34,477.00	\$ 34,477.00	\$ 34,477.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ 27,581.60	0.10	\$ 3,447.70	0.10	\$ 3,447.70	-	\$ -	1.00	\$ 34,477.00	100.00%	
C-46	Internal Lot Restoration LOMR-F Fill Site with Alfalfa Mix	Ac.	17.00	\$ 329.00	\$ 329.00	\$ 5,593.00	\$ -	\$ -	\$ -	\$ 361.90	\$ -	\$ -	\$ 5,231.10	#	\$ -	-	\$ -		\$ -	-	\$ -	17.00	\$ 5,593.00	100.00%	
C-47	Traffic Control	L.S.	1.00	\$ 9,489.00	\$ 9,489.00	\$ 9,489.00	\$ 7,116.75	\$ -	\$ 2,372.25	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -		\$ -	-	\$ -	1.00	\$ 9,489.00	100.00%	
Alternate Section - Optional Completion	SUPPLEMENTAL BID 1 - CONTRACT C Mid Valley Road Sanitary Sewer / Water Main - North of Little Rapids Road					\$ 1,836,448.09	\$ 222,507.32	\$ 127,314.36	\$ 115,312.98	\$ 230,579.66	\$ 115,236.51	#	\$ 279,716.56	\$ 73,624.91	\$ 62,758.52		\$ 111,329.50		\$ 15,826.30	\$ (472,995.01)	-	\$ 1,354,206.63			
S1-1	10 Inch Sanitary Sewer DR 26	L.F.	1721.00	\$ 100.15	\$ 122.00	\$ 209,962.00	\$ -	\$ -	\$ -	\$ 6,309.45	\$ -	\$ -	\$ -	#	\$ 98,046.85	679.00	\$ 68,001.85		\$ -	21.85	\$ (37,603.85)	1,721.00	\$ 172,358.15	100.00%	
S1-2	8 Inch Sanitary Sewer	L.F.	454.00	\$ 55.08	\$ 66.00	\$ 29,964.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	360.00	\$ 19,828.80	94.00	\$ 5,177.06	10.92	\$ (4,959.90)	454.00	\$ 25,005.86	100.00%	
S1-3	8 Inch Sanitary Sewer DR 26	L.F.	59.00	\$ 97.17	\$ 112.00	\$ 6,608.00	\$ -	\$ -	\$ -	\$ 112.00	\$ -	\$ -	\$ -	#	\$ -	59.00	\$ 5,733.03		\$ -	14.83	\$ (874.75)	59.00	\$ 5,733.03	100.00%	
S1-4	4 Foot Diameter Sanitary Manholes	V.F.	153.93	\$ 421.23	\$ 450.00	\$ 69,268.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ 30,990.16	65.36	\$ 27,531.83	15.00	\$ 6,318.51	28.77	\$ (4,428.00)	153.93	\$ 142,64,840.50	100.00%	
S1-5	4 Foot Diameter Sanitary Manholes (Outside Drop)	V.F.	9.54	\$ 647.92	\$ 679.00	\$ 6,477.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	9.54	\$ 6,181.16		\$ -	31.08	\$ (296.50)	9.54	\$ 6,181.16	100.00%	
S1-6	12 Inch Water Main	L.F.	2200.00	\$ 30.78	\$ 79.50	\$ 174,900.00	\$ -	\$ -	\$ -	\$ 1,908.36	\$ -	\$ -	\$ -	#	\$ -	80.00	\$ 2,462.40	2,058.00	\$ 63,345.24	48.72	\$ (107,184.00)	2,200.00	\$ 67,716.00	100.00%	
S1-7	6 Inch Water Main	L.F.	24.00	\$ 26.70	\$ 40.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	24.00	\$ 640.80	13.30	\$ (319.20)	24.00	\$ 640.80	100.00%	
S1-8	12 Inch R.W. Gate Valves	Ea.	4.00	\$ 285.00	\$ 4,629.00	\$ 18,516.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	4.00	\$ 1,140.00	4,344.00	\$ (17,376.00)	4.00	\$ 1,140.00	100.00%	
S1-9	6 Inch R.W. Gate Valves	Ea.	4.00	\$ 233.00	\$ 1,994.00	\$ 7,976.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	4.00	\$ 932.00	1,761.00	\$ (7,044.00)	4.00	\$ 932.00	100.00%	
S1-10	Hydrant	Ea.	4.00	\$ 391.00	\$ 5,070.00	\$ 20,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	4.00	\$ 1,564.00	4,679.00	\$ (18,716.00)	4.00	\$ 1,564.00	100.00%	
S1-11	6 Inch Hydrant Lead Bends	Ea.	4.00	\$ 202.00	\$ 458.00	\$ 1,832.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	4.00	\$ 808.00	256.00	\$ (1,024.00)	4.00	\$ 808.00	100.00%	
S1-12	Salvage and Replace 18 Inch Culvert (New)	L.F.	100.00	\$ 27.80	\$ 45.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	100	140.00	\$ 3,892.00	17.20	\$ (1,720.00)	140.00	\$ 3,892.00	140.00%
S1-13	18 Inch Metal Endwall	Ea.	6.00	\$ 120.00	\$ 250.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	6.00	\$ 720.00	130.00	\$ (780.00)	6.00	\$ 720.00	100.00%	
S1-14	Erosion Control - Tracking Pad, Ditch Checks and Silt Fence (Est. 80 L.F.)	L.S.	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	1.00	\$ 2,500.00	-	\$ -	1.00	\$ 2,500.00	100.00%	
S1-15	Restoration - Topsoil, Seed, Fertilizer, Mulch (Est. 8,000 S.Y.)	L.S.	1.00	\$ 14,516.00	\$ 14,516.00	\$ 14,516.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	1.00	\$ 14,516.00	-	\$ -	1.00	\$ 14,516.00	100.00%	
S1-16	Restoration - Topsoil, Seed, Fertilizer, E-Mat Class 1 - Type B (Est. 1,900 S.Y.)	L.S.	1.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	1.00	\$ 5,600.00	-	\$ -	1.00	\$ 5,600.00	100.00%	
S1-17	Restoration Roadway - HMA - Roadway and Driveways (Including Base Course, Pavement Marking and Gravel Driveway Restoration)	L.S.	1.00	\$ 10,691.00	\$ 10,691.00	\$ 10,691.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	1.00	\$ 10,691.00	-	\$ -	1.00	\$ 10,691.00	100.00%	
S1-18	Traffic Control	L.S.	1.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250.00	#	\$ -	-	\$ -	0.25	\$ 750.00	-	\$ -	1.00	\$ 3,000.00	100.00%	
Alternate Section - Optional Completion	SUPPLEMENTAL BID 3 - CONTRACT C Offsite Fill					\$ 589,051.16	\$ -	\$ -	\$ -	\$ 8,217.81	\$ -	#	\$ -	\$											

CO #2.1	Additional 3" Breaker 1" thick	S.Y.	510.00	\$ 11.50	\$ 11.50	\$ 5,865.00	\$ -	\$ 5,865.00	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	\$ -	-	\$ 510.00	\$ 5,865.00	100.00%
CO #3	Material reduction paid by Owner	L.S.	1.00	\$ 814,550.05	\$ 814,550.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	0.00%
CO #4	Extra Stone Bedding MH 1 TO 2	L.S.	1.00	\$ 8,576.70	\$ 8,576.70	\$ 8,576.70	\$ -	\$ 8,576.70	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	\$ -	-	1.00	\$ 8,576.70	100.00%
CO #5	Extra Stone Bedding	L.S.	1.00	\$ 9,322.50	\$ 9,322.50	\$ 9,322.50	\$ -	\$ 9,322.50	\$ -	\$ -	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	\$ -	-	1.00	\$ 9,322.50	100.00%
CO #6	Extra Stone Bedding	L.S.	1.00	\$ 3,051.00	\$ 3,051.00	\$ 3,051.00	\$ -	\$ -	\$ -	\$ 3,051.00	\$ -	\$ -	\$ -	#	\$ -	-	\$ -	\$ -	-	1.00	\$ 3,051.00	100.00%
CO #7	Additional Black Dirt Stripping	S.Y.	1583.00	\$ 2.96	\$ 2.96	\$ 4,685.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,685.68	\$ -	#	\$ -	-	\$ -	\$ -	-	1,583.00	\$ 4,685.68	100.00%
CO #8	Town paid for incidental materials	L.S.	1.00	\$ 2,510.96	\$ 2,510.96	\$ (2,510.96)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,510.96)	#	\$ -	-	\$ -	\$ -	-	(1.00)	\$ (2,510.96)	-100.00%
CO #9	Completion Date	L.S.	1.00	\$ -	\$ -	\$ -										-	\$ -	\$ -	-	\$ -	\$ -	
CO #10	Additional Stone Bedding	L.S.	1.00	\$ 43,663.20	\$ 43,663.20	\$ 43,663.20										1.00	\$ 43,663.20	\$ -		1.00	\$ 43,663.20	
CO #11	Additional Asphalt was 45,853.63	L.S.	1.00	\$ 20,263.38	\$ 20,263.38	\$ 20,263.38										1.00	\$ 20,263.38	\$ -		1.00	\$ 20,263.38	
CO #12	7-12-24 Asphalt Shoulder replacement not approved	L.S.	1.00	\$ -	\$ -	\$ -										-	\$ -	\$ -		-	\$ -	
CO #13		L.S.	1.00													-	\$ -	\$ -		-	\$ -	
			4,602.80			\$ (71,527.20)	\$ -	\$ 26,664.22	\$ 4,225.02	\$ 3,051.00	\$ -	\$ 4,685.68	\$ (2,510.96)	\$ -	\$ 63,926.58	\$ -	\$ -	\$ -		\$ 100,041.53		
Original Contract Amount			\$ 3,032,430.63			\$ 2,146,353.38	\$ 222,507.32	\$ 159,153.58	\$ 129,306.00	\$ 281,394.07	\$ 115,236.51	\$ 453,859.17	\$ 151,000.65	\$ 191,795.53	\$ 307,795.15	\$ 134,420.91	\$ (814,545.91)		\$ 2,146,468.89	100.01%		



Agenda Item Review

Meeting Date: September 9, 2024

Agenda Item#: 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Ordinance 2024-005 – Amend Ch 137 – Comprehensive Plan**

FISCAL IMPACT:

- | | |
|------------------------------|-----------|
| 1. Is there A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | N/A |

Item History

Upon completing of the most recent Comprehensive Plan Update, which was adopted by Resolution by the Town Board, we've reviewed the need to similarly update Town Ordinances that reference when the most up to date version of the Comp Plan was adopted.

Our existing Chapter 137 – Comprehensive Plan – references the 2016 update as the most recent update for this comp plan.

We're proposing to update Chapter 137 to simply change two references to reflect the most recent 2024 Update of the Comp Plan.

Recommended Action By Town Board

Recommend Approval of Ordinance 2024-005 – Amending Chapter 137 – Comprehensive Plan – to reflect 2024 Updates to Comp Plan

**ORDINANCE 2024-005 OF THE TOWN OF LAWRENCE, WISCONSIN
TO AMEND ORDINANCE CHAPTER 137 – Comprehensive Plan**

Purpose: The purpose of this Ordinance is to amend the current code with the adoption of the 2024 Town of Lawrence Comprehensive Plan Update and Parks & Outdoor Recreation Plan.

The Town Board of Supervisors of the Town of Lawrence do ordain as follows:

Section 1: Town of Lawrence Ordinance §137-3 and §137-5 is hereby repealed and replaced to read as follows:

§137-3 Approval by Planning and Zoning Board

The Town of Lawrence Planning and Zoning Board, by a unanimous vote of the Board as recorded in its official minutes, has adopted a resolution recommending to the Town Board the adoption of the document titled 2024 Town of Lawrence Comprehensive Plan Update and Parks & Outdoor Recreation Plan, including changes and additions approved by the Lawrence Planning and Zoning Board. The "2024 Town of Lawrence Comprehensive Plan Update and Parks & Outdoor Recreation Plan" contains all of the elements specified in § 66.1001(2), Wis. Stats.

§137-5 Adoption of Plan

The Town Board of the Town of Lawrence does by enactment of this chapter, formally adopt the document titled “2024 Town of Lawrence Comprehensive Plan Update and Parks & Outdoor Recreation Plan” pursuant to § 66.1001 (4)(c) of the Wis. Stats.^{[\[1\]](#)}

[\[1\]](#)

Editor's Note: The Comprehensive Plan and amendments to the plan are on file at the office of the Town Clerk/Treasurer.

Section 2: Severability

If any provision of this ordinance is found invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

Section 3: This amendment to existing ordinances shall be effective upon passage and publication as provided by Law.

Passed by the Town Board of Supervisors of the Town of Lawrence, Wisconsin on this 9th day of September 2024.

TOWN OF LAWRENCE

Introduced by:

Seconded by:

Vote: -ayes, -nays

Town Chairman, Lanny Tibaldo

Attest: _____
Town Clerk, Cindy Kocken



Agenda Item Review

Meeting Date: September 9, 2024
Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consider Resolution 2024-015 – Intergovt Cooperative Recycling Consolidation-Grant**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, maintains our grant funding eligibility
2. Is it Currently Budgeted? Yes, recycling grant revenue

Item History

As part of our regional participation with Brown County recycling, we're now required to enter into and approve an annual agreement for the intergovernmental cooperative recycling agreement to satisfy eligibility requirements for the annual Wisconsin Recycling Consolidation Grant.

No new changes to our program or arrangement with other area municipalities, but approving this intergovernmental agreement on an annual basis will maintain eligibility for the recycling grant programs.

Recommended Action:

Recommend approval of Resolution 2024-015 – Approving Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2025.

Resolution 2024-015

Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2025

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and the Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, each of which is a municipal corporation, and the Oneida Nation, a federally recognized Indian tribe, all of which are a Responsible Units as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2025 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote the *Tri-County Recycling Guide*; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the smartphone recycling app Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Tri-County Recycling Guide, the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and between municipalities and Indian tribes, and allows municipalities to contract with each other and with Indian tribes for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will continue to make available to its residents the *Tri-County Recycling Guide*, the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



Agenda Item Review

Meeting Date: September 9, 2024
Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Res 2024-016 – Approve State Trust Fund Loan for Tigerwood, Torchwood, Quarry Park Drive Culverts**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, TID 1-2 and subdivision financing

Item History

To further our financing plans for 2024, as outlined earlier in the year, we're prepared to implement the next round of interim financing for three construction projects that will commence this Fall: Beck Way/Tigerwood extension (some road, water and sewers), Torchwood extension (road, water and sewers) and Quarry Park Drive Culverts (to replace culverts this fall ahead of either repave or reconstruction of Quarry Park in the coming 1-2 years.

We've submitted application for \$2.3 million in financing between the combined projects.

Our intent is to pay off loans early with subdivision lot sale revenues in coming years and partial funds from the Bridge Fund (for culvert projects), and to refinance the remaining balances in the next 2-3 years in order to take advantage of lower interest rates as they may become available.

Recommended Action By Town Board

Recommend Approval of Resolution 2024-016 – Approval of State Trust Fund Loan Application for the Financing of Tigerwood & Torchwood Extensions and Quarry Park Culverts.

RESOLUTION NO. 2024-016
TOWN OF LAWRENCE, WISCONSIN
Town Borrowing with State Trust Fund Loan for
Financing Infrastructure Improvements for Torchwood Trail Extension,
Beck Way/Tigerwood Trail Extension and Quarry Park Culverts for \$2,300,000

WHEREAS, the Town of Lawrence, Brown County, Wisconsin, is presently in need of funds up to a maximum aggregate amount of \$2,300,000 for the public purpose of financing infrastructure improvements for Torchwood Trail extension, Beck Way/Tigerwood Trail extension and Quarry Park culverts; and

WHEREAS, the Town Board of Supervisors deems it necessary and in the best interests of the Town that it shall borrow the sum of up to \$2,300,000 for such purposes upon the terms and conditions hereinafter set forth; and

WHEREAS, by the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.);

THEREFORE, BE IT RESOLVED, that the Town of Lawrence, Brown County, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Two Million Three Hundred Thousand And 00/100 Dollars (\$2,300,000) for the purpose of financing infrastructure improvements for Torchwood Trail extension, Beck Way/Tigerwood Trail extension and Quarry Park culverts and for no other purpose; and

BE IT FURTHER RESOLVED, the loan is to be payable within 20 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 6.00 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law; and

BE IT FURTHER RESOLVED, that there shall be raised and there is levied upon all taxable property, within the Town of Lawrence, Brown County Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due; and

BE IT FURTHER RESOLVED, that no money obtained by the Town of Lawrence by such loan from the state be applied or paid out for any purpose except financing infrastructure improvements for Torchwood Trail extension, Beck Way/Tigerwood Trail extension and Quarry Park culverts without the consent of the Board of Commissioners of Public Lands; and

BE IT FURTHER RESOLVED, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and clerk of the Town of Lawrence, Brown County, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions; and

BE IT FINALLY RESOLVED, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Approved and adopted by the members of the Town Board of Supervisors of the Town of Lawrence, Brown County, State of Wisconsin this 9th day of September 2024.

Dr. Lanny J. Tibaldo, Town Chairperson

Introduced by:

Seconded by:

- Ayes - Nays

Cindy Kocken, Town Clerk/Treasurer

Rev. 04/2012

**STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943**

APPLICATION FOR STATE TRUST FUND LOAN

TOWN - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

TOWN OF LAWRENCE

Date sent: August 29, 2024

Received and filed in Madison, Wisconsin:

ID # 05606022

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned town board of supervisors of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Two Million Three Hundred Thousand And 00/100 Dollars (\$2,300,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing road and utility projects**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Town with the provisions and regulations of the statutes above referred to as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the Town Board of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the Town Board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Two Million Three Hundred Thousand And 00/100 Dollars (\$2,300,000.00)** from the Trust Funds of the State of Wisconsin to the Town of **Lawrence** in the County(ies) of **Brown**, Wisconsin, for the purpose of **financing road and utility projects**. That at the same time and place, the Town Board of the Town of **Lawrence** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Town, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Town of **Lawrence** certified to by the clerk, accompanies this application.

Given under our hands in the Town of **Lawrence**, County(ies) of **Brown**, Wisconsin, this _____ day of _____, 20____.

Chairman, Town of **Lawrence** (Signature)

Clerk, Town of **Lawrence** (Signature)

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Chairman and supervisors, please sign in space provided and type or print name below the signature.)

	<u>OFFICER</u>	<u>ADDRESS OF EACH OFFICER</u>
1.	_____	_____
	Chairman (Signature)	
	_____	_____
	Type or Print Name	
2.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
3.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
4.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	
5.	_____	_____
	Supervisor (Signature)	
	_____	_____
	Type or Print Name	

Town Board of Supervisors of the Town of **Lawrence**, County(ies) of **Brown**, Wisconsin.

STATE OF WISCONSIN
County(ies) of **Brown**

Personally came before me this _____ day of _____, 20____, the above named persons known to me as the Town Board of Supervisors of the Town of **Lawrence**, in **Brown** County, Wisconsin, and who are the persons who executed the foregoing application and acknowledged same.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Lawrence**
County(ies) of **Brown**, Wisconsin

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FORM OF RECORD

The following preamble and resolutions were presented by Supervisor _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Two Million Three Hundred Thousand And 00/100 Dollars (\$2,300,000.00)** for the purpose of **financing road and utility projects** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Town of **Lawrence** by such loan from the state be applied or paid out for any purpose except **financing road and utility projects** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and clerk of the Town of **Lawrence**, in the County(ies) of **Brown**, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

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Supervisor _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Chairman	_____	voted	_____
2.	Supervisor	_____	voted	_____
3.	Supervisor	_____	voted	_____
4.	Supervisor	_____	voted	_____
5.	Supervisor	_____	voted	_____

A majority of the Town Board of the Town of **Lawrence**, in the County(ies) of **Brown**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

STATE OF WISCONSIN

County(ies) of **Brown**

I, _____, Clerk of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the Town Board of the Town of **Lawrence** at a meeting held on the _____ day of _____, 20____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the Town Board of the Town of **Lawrence**, County(ies) of **Brown**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the Town Board by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the Town.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Town of **Lawrence** this _____ day of _____, 20____.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Lawrence**

County(ies) of **Brown**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
 COUNTY(IES) OF **Brown**
 TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the Town of **Lawrence** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20____ * \$ _____

* Latest year available

I further certify that the whole existing indebtedness of the Town of **Lawrence**, County(ies) of **Brown**, State of Wisconsin, is as follows: (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

 Clerk (Signature)

 Clerk (Print or Type Name)

Clerk in the Town of **Lawrence**

County(ies) of **Brown**, Wisconsin

_____, 20____
 Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY



Agenda Item Review

Meeting Date: September 9, 2024
Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Melissa Mathes, Town Hall Administrative Assistant
AGENDA ITEM: **Consideration of Epson SureColor T5470M Plotter Printer/Scanner Replacement**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, funds available within Town Hall Capital Items

Item History

The current plotter is a 2012 HP T2300 plotter that was purchased from FRV. The printheads on the plotter have been needing to be replaced for about 2 years. After some research, FRV is out of business and the T2300 model has been discontinued by HP. There doesn't appear to be a service technician or company in the area that can service this machine.

At this time, the plotter can only be used to scan large documents such as building plans. With our new mobile filing system, we have moved our building plans from filing cabinets to this new system. With this move, we are scanning all large building plans from building permits into the system so they can be accessed digitally. We have about 400 more building plans to be scanned. In the last 2 weeks, when scanning the plans to our network folder, the plotter freezes causing us to restart it and scan the plans again.

The new plotter printer/scanner can be used to print large, updated zoning maps for our conference room to reference during development meetings, street maps, or ward maps for elections versus having to be printed by a printing company.

Recommended Action:

Consider approval of the purchase of the Epson SureColor T5470M Large Format Printer/Scanner for \$5695.00

6 month ink replacement

EPSON®
EXCEED YOUR VISION

SPECIFICATION SHEET

SureColor® T5470M 36" Printer and Scanner



SureColor® T-Series

36" wide, 4-color

The ultra productive print/copy/scan solution for convenient collaboration.

Ultra fast print speeds — print A1/D-size prints in as fast as 22 seconds¹

Fast, easy navigation — includes a built-in, 4.3" LCD screen with touch panel

Optimize your workflow — integrated 36" scanner for easy collaboration and document sharing

Powerful features, small footprint — 36" MFP solution in a space-saving design

Replace ink less often — high-capacity cartridges up to 350 ml

Integrated security — protect your information with advanced network security and encryption

Versatile printing options — easily print direct from USB thumb drives, tablets, smartphones and more² with integrated wireless plus router-free Wi-Fi Direct[®] printing³

Outstanding image quality — PrecisionCore[®] MicroTFP printhead with Precision Droplet Control for crystal-clear images, precise lines and crisp text

Vibrant, durable prints — next-generation UltraChrome[®] XD2 archival pigment ink for high-quality printing

Industry-leading reliability — permanent printhead with advanced Nozzle Verification Technology, plus world-class service and support, including a 1-year limited warranty

Designed for use exclusively with Epson cartridges.

Print

Printing Technology PrecisionCore MicroTFP 4-channel, drop-on-demand printhead
Ink Type UltraChrome XD2 pigment ink; 4-color (C, M, Y, K)
Nozzle Configuration Color and monochrome heads; 800 nozzles x 4 channels
Droplet Technology
 Smallest Droplet Size: 4 picoliters; Variable Droplet Technology can produce up to three different sizes per line
Max. Resolution 2400 x 1200 dpi
Print Speed
 A1/D-sized print: 22 seconds
Printer Language/Drivers
 Epson ESC/P® raster
 HP-GL/2, HP RTL *1

Scanning Technology

Scan Resolution 2400 x 1200 dpi
Scan Speed
 Up to 4.5 ips (Color)
 Up to 7.5 ips (Mono)
Scan Sensor CIS with RGB filters
Max Scan Width Up to 36"
Max Scan Length Up to 100.06"
Copy/Scan Modes Text/Line Drawing, Tracing Paper, Recycled Paper, Blueprint, Inverted Blueprint, Poster, Watercolor Drawing
Maximum Copies Up to 99
Reduction/Enlargement 25% to 400%
File Type Support PDF, TIFF, JPEG
Scan Modes Scan to Network Folder, Scan to FTP Server, Scan to Email, Scan to USB
Security Features Encrypted PDF Support

Epson Intelligent Ink Cartridges*

In-box Cartridge Fill Volume
 C, M, Y, K: 110 mL
Retail Cartridge Fill Volume
 C, M, Y, K: 110 or 350 mL
Ink Cartridge Shelf Life 2 years from printed production date or 6 months after opened
 Printer is designed for use with Epson cartridges only, not third-party cartridges or ink.*

Roll Media Handling

Single Top-loading Roll 36" Wide
2" or 3" Core Diameter User-adjustable roll media adapters
Roll Cutting High-speed internal rotary cutter; auto or manual
Max. Roll Diameter Up to 6.6"
Media Thickness Up to 11.8 mil
Roll Paper Remaining Amount of remaining paper can be controlled from the control panel

Sheet Media Handling

Single Sheet, Top Loading Up to 36" wide
Min. Sheet Size 8.27 x 11"
Printable Area and Accuracy
Max. Paper Width 36" Wide
Left and Right Margins 0 to 3 mm each (0.24" total)
Max. Printable Length Limited by application, OS and driver/RIP used
Min. Paper Width Roll: 10"/Sheet: 8.27"
BorderFree® Printing 10.0", 11.8", 13.0", 16.0", 17.0", 19.7", 20.3", 23.0", 24.0", 27.6", 28.7", 33.1", 36.0"

Interfaces

User Interface: Display 4.3" Touchscreen
Printer Interfaces
 SuperSpeed USB (compatible with USB 3.0 specification), USB Direct, Wireless LAN IEEE (802.11 b/g/n)³, Wired Ethernet (1000 Base-T/100 Base-TX/10 Base-T), Wi-Fi Direct³

Operating Systems Supported⁷

macOS® 10.13.x, Mac® OS X® 10.12.x, 10.11.x, 10.10.x, 10.9.x, 10.8.x and 10.7.x
 Windows® 10, 8.1, 7 (32-bit, 64-bit), Windows Vista® and Windows XP

General

Weight and Dimensions (W x D x H)
With Stand
 55" x 28" x 42" (1385 x 696 x 1060 mm)
 168 lbs (76 kg)
Acoustic Noise Level
 Operating: Approx. 50 dB(A)
 Sleep: Approx. 32 dB(A)
Temperature
 Operating: 50° to 95° F (10° to 35° C)
 Operating (Recommended): 65° to 75° F (18° to 24° C)
 Storage: -4° to 104° F (-20° to 40° C)
Relative Humidity
 Operating: 20–80% (no condensation)
 Operating (Recommended): 45–60% (no condensation)
 Storage: 5–85% (no condensation)
Safety Standards UL (MET), FCC (Class A), CSA, CE, EMC
Electrical Requirements
 Voltage: AC 110–240 V
 Frequency: 50–60 Hz
 Current: 2.8 A

General (Continued)

Power Consumption
 Printing: Approx. 38 W
 Ready: Approx. 13 W
 Sleep: approx. 1.3 W
 Power Off (Stand By): 0.25 W
Limited Warranty and Service Standard 1-year usually next-business day on-site repair with toll-free phone support Monday through Friday
Country of Origin Indonesia

What's in the Box

SureColor T5470M Printer
 Printer Stand
 Full Set of Initial Ink Cartridges (CMYK – 110 mL)
 Start Here Poster
 User Guide
 AC Power Cable
 Note: Media is not included with the printer

Eco Features

ENERGY STAR® qualified
 RoHS compliant
 Recyclable product⁸
 Epson America, Inc. is a SmartWay® Transport Partner⁹

Ordering Information

SureColor T5470M	SCT5470M
Maintenance Tank	T699700
Replacement Printer Cutter Blade	S902006
Additional Roll Feed Spindle (36")	C12C933301
Borderless Replacement Pad Kit	C13S40064
Document Carrier Sheet	C12C935381

UltraChrome XD2 Ink (110 mL)

Cyan Ink Cartridge	T41W220
Magenta Ink Cartridge	T41W320
Yellow Ink Cartridge	T41W420
Black Ink Cartridge	T41W520

UltraChrome XD2 Ink (350 mL)

Cyan Ink Cartridge	T41P220
Magenta Ink Cartridge	T41P320
Yellow Ink Cartridge	T41P420
Black Ink Cartridge	T41P520

Extended Service Plans

Additional 1-year Epson PreferredSM Plus Service EPPT345481
 (Stackable up to 2 additional years)

*This printer is designed for use with Epson genuine cartridges and ink only, not third-party cartridges or ink. For more information, see www.epson.com/wideformatink

1 Print speeds are based on the print engine speed only. Total throughput time for any print depends on workstation configuration, file size, print resolution, ink coverage, networking, etc. Actual print speeds will vary. | 2 Most features require an Internet connection to the printer, as well as an Internet- and/or email-enabled device. For a list of Epson ConnectTM enabled printers and compatible devices and apps, visit www.epson.com/connect | 3 Wi-Fi CERTIFIEDTM; level of performance subject to the range of the router being used. Wi-Fi Direct may require printer software. | 4 Cartridge yields vary considerably based on images printed, print settings, paper type, frequency of use and temperature. For print quality, a variable amount of ink remains in the cartridge after the "replace cartridge" indicator comes on. The printer ships with full set of initial cartridges (CMYK – 110 mL) and part of the ink from the first cartridges is used for priming the printer. | 5 High-volume cutting of canvas and heavy media stocks may require frequent cutter replacement. | 6 Allowed by printer driver for Mac and PC. Application, version of application and operating system version may limit maximum length. | 7 For the latest drivers, visit www.epson.com/support | 8 For convenient and reasonable recycling options, visit www.epson.com/recycle | 9 SmartWay is an innovative partnership of the U.S. Environmental Protection Agency that reduces greenhouse gases and other air pollutants and improves fuel efficiency.

See the latest innovations from Epson Business Solutions at www.epson.com/forbusiness

Better Products for a Better Future[®]
eco.epson.com



Epson America, Inc.
 3840 Kilroy Airport Way, Long Beach, CA 90806

Epson Canada Limited
 185 Renfrew Drive, Markham, Ontario L3R 6G3

www.epson.com
www.epson.ca

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Contact:



Agenda Item Review

Meeting Date: September 9, 2024

Agenda Item#: 16

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Review of Proposed New Special Events Ordinance**

FISCAL IMPACT:

- | | |
|------------------------------|---|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | Will be for 2025, when ordinance takes effect |

Item History

The Town does not currently have a special events ordinance, however many times there are events requested or held within the community that may impact typical Town traffic or services.

In an effort to streamline contacts and processes to review for these types of large gatherings or events, Town staff have developed a draft of a new special events ordinance to be considered by the Town Board.

The ordinance breaks events into multiple levels or categories based on a number of factors, which include expected number of attendees, anticipated road closures or traffic impacts, etc.

The ordinance is based on existing ordinances in the Village of Hobart and the Town of Grand Chute.

Legal counsel is reviewing this draft ordinance, but we wanted to get it out for discussion and preliminary review by the Town Board as part of this development process.

The goal is to have a special events ordinance approved and in place to be effective for 2025.

Recommended Action By Town Board

Review draft Special Events Ordinance and be prepared for feedback/discussion at the meeting.

DRAFT - Chapter 250

Special Events, Regulation of

§ 250-1 Title.

The title of this chapter shall be the "Special Event Permit Ordinance."

§ 250-2 Purpose and intent.

The purpose and intent of this chapter is to protect the public interest and promote the general health, safety, and welfare of the Town by establishing rules and a permit process in order to hold a special event on any property within the Town so as to address potential impacts on the general public of a special event, including without limitation noise, light, dust, traffic, parking, and other public health safety and welfare concerns. Further, the purpose and intent of this chapter is to promote the economic welfare and general prosperity of the community by safeguarding and preserving property values by addressing potential impacts of a special event.

§ 250-3 Severability.

Should any portion of this chapter be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected.

§ 250-4 Applicability; administration.

This chapter is intended to apply to all persons within the Town, and its provisions shall be administered by the Town Board, and/or other Town officials designated by the Town Board. This chapter does not apply to any event which is sponsored by the Town.

§ 250-5 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT

Any person applying for a special event permit.

EXPRESSIVE ACTIVITY

Conduct, the sole or principal object of which is the expression dissemination or communication by verbal, visual, literary, or auditory means of opinion, views, or ideas and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity. It includes public oratory and distribution of literature, and picketing.

PERSON

Any person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.

SPECIAL EVENT

Events that include, but are not limited to, fun runs, roadway foot races, fundraising walks, bicycle races, parades, carnivals, shows, gatherings, circuses, block parties, festivals, fireworks, and/or involve one or more of the following factors:

A. The event is to be conducted on public property or right-of-way; or the event is to be conducted on

private property, and is open to the public and not within the normal and ordinary use of the property

- B. The event will cause a significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way, or will significantly impact public streets or rights-of-way near the event.
- C. The event is likely to create the need for Town-provided emergency services, such as police, fire, or medical aid.
- D. The event will have a presumptive impact on neighboring properties.
- E. The nature of the event requires additional permits, inspections, or variances.
- F. The event will be held at a Town park, and expected attendance will exceed the maximum capacity set by the Town. Such special event permit shall be in addition to any street, park use, or other regular permits as may be required by ordinance.
- G. The Town reserves the right to deem an event a “special event”.

§ 250-6 Permit requirements.

- A. No person shall conduct a special event within the Town of Lawrence without first having obtained a rental and/or special event permit.
- B. Any person may file an application for a special event permit. Application for a special event permit shall be filed with the Town Clerk-Treasurer based on the permit structure (refer to §250-12) If an application is filed less than the required time based on the permit structure prior to the proposed event, the Town may attempt to process the application but is not obligated to do so. Payment is required for the application fee (refer to § **250-13 Special Events Fees**) at the time of submittal, and the application shall contain such information as the Town Clerk-Treasurer may require. The permit shall set forth the exact days on which and the exact location where such activities shall be carried on and shall be valid only during the dates and times and at the location specified. The applicant for the permit shall provide the Town with a complete list of sponsors and vendors at the time of making the application as well as a map for approval showing the location of booths, tents, port-a-potties, and other special and temporary facilities on the special event property.
- C. Upon receipt of both the application for a permit and the fee, the Town Clerk-Treasurer shall review the information given on the application for conformity with the provisions of this section. The Town Clerk-Treasurer shall distribute the application and accompanying materials to the Police Department, Fire Department, Public Works Department, **Building Inspection** Department and any other related department for review and comment. If the applicable requirements are satisfied, the Town Clerk-Treasurer will then forward the application to the Town Administrator or his/her designee.
- D. The Town Administrator or his/her designee shall review the application and recommend to Town Board Supervisors for review on Class I or II permits for approval, denial, or approval with conditions. Class III permits will be reviewed by Town Administrator or his/her designee for approval, denial, or approval with conditions. The permit shall be signed by the Town Administrator or his/her designee and shall be issued to the applicant, who, in turn, shall issue identification permits to each vendor approved by the applicant. All vendors shall prominently display these permits during the event period.
- E. A special event permit is not required for the following, unless the event is deemed to have a significant impact on Town services and/or the community. **This could include but not limited to 250-6 a-g. Permit application may be required if determined to have a significant impact on Town Services. However, they may be exempt from permit application fees and insurance requirements to be determined by Town**

Administrator or his/her designee. Fees for services rendered by the Town shall apply.

- (1) Parades, athletic events, or other special events that occur exclusively on Town property and are sponsored or conducted in full by the Town of Lawrence.
- (2) Funeral and wedding processions.
- (3) Military convoys.
- (4) Groups required by law to be so assembled.
- (5) Gatherings not exceeding maximum capacity in a Town park, unless merchandise or services are offered for sale or trade.
- (6) Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales.
- (7) Garage sales and rummage sales.
- (8) The exhibition of films or motion pictures.
- (9) Other similar events and activities which do not directly affect or use Town services or property.
- (10) A gathering for the specific purpose of expressive activity **without violation of local, state, and federal laws**

§ 250-7 Permit Conditions.

Any person or applicant for a special event shall satisfy all of the following permit conditions, if applicable:

- A. Liability insurance. **The person, applicant, or vendor with a Class I or Class II permit application shall** be required to supply the Town with a certificate of insurance with coverage in the amount of not less than \$1,000,000 combined single limit per event and naming the Town as an additionally insured party. Those events that will be required to provide the aforementioned insurance indemnification include, but are not limited to: 1) an event that includes alcohol; or 2) an event that is anticipated to have attendance greater than 50 people per day; or 3) an event that includes a road closure. Proof of insurance shall be submitted to the Town a minimum of 30 days before the start of the event. The applicant shall also be required to notify the Town in the event there is a modification of any of the terms of the insurance coverage. **The Person or applicant with a Class III permit application may be required to submit proof of insurance to the Town as determined by Town Administrator or his/her designee.** Such notification shall be provided not less than two weeks prior to the effective date of that termination.
- B. Indemnification. The person or applicant shall agree to indemnify, defend, and hold harmless the Town, its employees, and agents against all demands, claims, liabilities, losses, damages, or expenses, including but not limited to reasonable attorney's fees, incurred by the Town for any damage or injury to person or property caused by or resulting from in any way the activities for which the permit is granted. No permit may be issued unless the person or applicant has agreed to this indemnification in writing and in a manner confirming its enforceability.
- C. Town services. All requests by applicants for Town services must be made to the Town Administrator or his/her designee. The applicant shall be responsible for reimbursement to the Town for any Town personnel, services, equipment, and facilities provided for the special event in the following circumstances for special events: 1) when deemed necessary by the Town, or 2) when requested by the applicant and approved by the Town. For Town personnel, including local Police Department, Fire Department, Public Works Department and **Building Inspection Department** the reimbursable costs

associated with the event shall include wages, overtime, and fringe benefits. An invoice shall be sent to the applicant, if applicable, for Town personnel, services, equipment, and facilities within 15 days following the event. (Refer to §250-13 Special Events Fees) Payment is due within 30 days of invoice. The Town reserves the right to require full or partial payment of estimated costs in advance. The event organizer must cancel in writing at least 48 hours before the event in order to be refunded for personnel costs.

- D. Police Department security services. Where in the Town's reasonable discretion the circumstances require a security presence due to the scope and nature of the event, the Hobart/Lawrence Police Department shall be utilized to provide the required security. Said security presence will be over and above the normal policing which would be provided; however, it is subject to emergent needs for policing which may otherwise exist at the time of the event. The Chief of Police or his/her designee shall determine the level of coverage necessary to provide adequate security for an event covered under this chapter. The applicant shall be required to reimburse the Town of Lawrence for security-related services in accordance with - §250-13 Special Events Fees.
- E. Cleaning/damage deposit. The applicant shall be required to submit to the Town a cleaning/damage deposit in accordance with § 250-13 Special Events Fees, two weeks prior to the starting date of the event. The cleaning/damage deposit may be refunded to the applicant, if, upon inspection, all is in a reasonable condition that existed prior to the commencement of the event, or a prorated portion thereof as may be necessary to reimburse the Town for loss or cleaning costs. The Town reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event.
- F. Business license required. All vendors operating a revenue-generating business as part of a special event permit obtained under this Code section shall obtain and display any and all required Town permits for the duration of the event (i.e., alcohol). Only those vendors on the applicant's list of sponsors and participants shall be allowed to receive permits subject to permit application requirements. All persons serving beer and/or alcohol must hold an operator's license in accordance with Wis. Stats. §§ 125.17(1), 125.32(2), and 125.68(2). Vendors wishing to serve food items must also obtain any required permit or license from the Brown County Health Department. The applicant and all vendors shall comply with any other applicable State of Wisconsin Statutes and Brown County ordinances and shall be responsible for any additional required licenses or requirements.
- G. Applicant representative. The special event sponsoring applicant shall have at least one representative on site during the event to coordinate events and enforce guidelines and standards on behalf of the Town and the County or State Health Department, and shall also be the primary Town contact for the event. The applicant shall also provide sufficient staffing to provide assistance with crowd control, parking, and sanitation. The determination of what constitutes sufficient staffing will be made in conjunction with Town officials.
- H. Parking and access. A special event permit application shall include a plan identifying areas that may be reasonably expected to be utilized by event participants for off-street and on-street parking.
- I. Sanitary facilities, potable water and rest stations. The event organizer shall make reasonable accommodations for rest areas facilities throughout the course of the event or at the site of the event and outside of the Town street right-of-way.
- J. Refuse removal. The special event organizer shall be responsible for taking all reasonable efforts to pick up litter, debris, and refuse during, immediately following, and within 24 hours after the conclusion of the event throughout the course of the event or at the site of the event and outside the Town street right-of-way for debris attributable to the event.

- K. **Inspections required. All tents or temporary structures must be installed in accordance with the Wisconsin Administrative Codes (Refer to Town Ordinance § 116-12).** The applicant shall be responsible for reimbursing the Town for any and all fire inspections required in association with the proposed event. Wiring shall be installed by a licensed electrician and a temporary permit issued with appropriate fees. All wiring shall be inspected by the Town prior to being energized. Failure to obtain inspections may result in the termination of the event.
- L. Termination of event. The Town reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Police and/or Fire Department and/or there is a violation of Town ordinances, state statutes or the terms of the applicant's permit. The Town Board may revoke an approved special event permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

§ 250-8 Denial of permit.

Reasons for denial of a special event permit may include, but are not limited to:

- A. The event will disrupt traffic within the Town beyond a reasonably practical solution.
- B. The event will create a likelihood of endangering the public.
- C. The event will interfere with access to emergency services.
- D. The length, location, or time of the special event will cause undue hardship or excessive noise levels to adjacent businesses or residents.
- E. The event will require the diversion of Town resources that would unreasonably affect the maintenance of regular Town service levels.
- F. The application contains incomplete or false information.
- G. The applicant fails to provide proof of insurance.
- H. The applicant fails to agree to the indemnification requirements in this chapter.
- I. Any vendor fails to obtain the proper permits required by the Town.
- J. Inadequate provision for garbage or debris removal.
- K. Inadequate provision of temporary restroom facilities.
- L. Inadequate provisions for parking.
- M. The event conflicts with another event in the area.

N. The applicant fails to comply with Town Ordinance Chapter 175, Licenses and Permits

§ 250-9 Violations and penalties.

Any person, applicant, organization, vendor, firm, or corporation violating any of the requirements of this chapter shall be subject to a forfeiture as defined in § 1-3 of the Town of Lawrence Municipal Code. Each violation shall be considered a separate offense. In addition, the Town may enforce this section by way of injunctive relief and all other remedies available at law and in equity.

§ 250-10 Notification to property owners or tenants.

The Town may condition any special event permit on a requirement that the person or applicant give written advance notice of the event and its probable impact to any property owners or tenants who will be impacted

by the event.

§ 250-11 Appeal.

Any person or applicant that is denied a special event permit may appeal to the Town Board by requesting such appeal in writing to the Town Administrator. Pursuant to Wis. Stat. § 68.16, the Town Board elects that Chapter 68 shall not apply to any such appeal.

§ 250-12 Permit Classification

- A. Event classification. There are three classes of events: Class I, Class II, and Class III. Each class has its own characteristics. An event does not have to have all the characteristics listed to be in the classification. The Town reserves the right to make a final determination of an event's classification. The Town Board shall establish a list of approved fees in accordance with § 250-13 Special Events Fees. No permit shall be issued without payment of the required permit fee(s).
- (1) Class I ~~(\$100)~~:
- (a) Requires Town Board approval
 - (b) Permit application must be submitted at least 60 days prior to scheduled event.
 - (c) Event will have approximately 200 or more participants and/or spectators.
 - (d) Event is open and may attract interest from the general population of the community and surrounding areas.
 - (e) Usually involves the closing of a street.
 - (f) May involve multiple events.
- (2) Class II ~~(\$75)~~:
- (a) Required Town Board Approval
 - (b) Permit application must be submitted at least 60 days prior to scheduled event.
 - (c) Event is open to the public, but is only of interest to a certain segment of the community (i.e., runners, walkers, supporters of certain causes, bicyclists, etc.) and may involve approximately 50 to 200 people.
 - (d) Most athletic events (i.e., tournaments).
 - (e) May involve the closing of a street.
- (3) Class III ~~(\$50)~~:
- (a) Requires Town Staff approval
 - (b) Permit application must be submitted at least 30 days prior to scheduled event.
 - (c) Event is open to the public, but is only of interest to certain segment of the community (i.e. runners, walkers, supporters of certain causes, bicyclists, etc.) and may involve approximately 50-200 people.
 - (d) May involve the closing of a street.
- B. The permit application fee is for the application only, is nonrefundable and based upon staff time to

Commented [CK1]: Possibly for a neighborhood block party

adequately process the application, and does not substitute or remove charges/fees outlined in the rest of this chapter. Applications that are filed less than the required days stated in each Class are subject to a double application fee which shall be paid before the application is considered.

§ 250-13 Special Event Fees

Special Event fees shall be determined by resolution.

DRAFT