

Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, May 13, 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 April 22, 2024, Town Board Meeting
7. Consideration of payment of due invoices.
8. Presentation by Central Brown County Water Authority – Nic Sparacio
9. **Public Hearing:** Conditional Use Permit (CUP) for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.
10. Consideration of Conditional Use Permit (CUP) for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.
11. **Public Hearing:** Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-2) in Little Rapids Subdivision for Lots 1-9 by Town of Lawrence
12. Consideration of Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-2) in Little Rapids Subdivision for Lots 1-9 by Town of Lawrence
13. **Public Hearing:** Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-1) in Little Rapids Subdivision for Lots 10-35 by Town of Lawrence
14. Consideration of Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-1) in Little Rapids Subdivision for Lots 10-35 by Town of Lawrence
15. Review of Recommendations and Reports from Planning & Zoning Board
 - a. Consideration of Site Plan for Storage Building at 1633 Yellow Briar Dr., parcel L-651 by Lorrigan Construction
 - b. Consideration of Site Plan for Commercial Building Remodel at 1665 Yellow Briar, Parcel L-652- Best Built Inc.
 - c. Consideration to set a public hearing date for zoning amendment request to re-zone from Agricultural (A-1) to Business/Commercial (B-1) at Lawrence Parkway. Parcels L-454-3 and L-2078 by the Town of Lawrence.
 - d. Consideration to set a public hearing date for a Conditional Use Permit request for sports fields (B-1 zoning) at Lawrence Parkway, portions of parcel L-454-3 and L-2078 by Impact Sports Academy.
16. Consideration of Ordinance 2024-004 to Repeal and Replace Chapter 216 Sanitary Sewer Ordinance
17. Consideration of Resolution 2024-009 Approving State Trust Fund Loan Financing of Infrastructure Projects: Little Rapids Subdivision, EB-39/Southbridge Interchange Design and Utility Relocation, and Water Tower Rehab
18. Consideration of Estimate for Town Hall Parking Addition Driveway Apron – Scott Weidner Concrete Const. LLC
19. Consideration of SCADA Radio System Upgrade for Town Water & Sewer Systems
20. Administrator/Staff Reports
21. Future Agenda Items
22. **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: sales process for Little Rapids Subdivision lots and emergency services agreement updates*)
23. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
24. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on May 10, 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, April 22, 2024

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:33 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brienen, Lori Frigo, Bill Bain, 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, Mike Renkas, Police Chief

3. Pledge of Allegiance

4. Approve Agenda

Supervisor Vannieuwenhoven 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:

None.

6. Consider minutes of the April 8, 2024 & April 16, 2024, Town Board Meetings:

Supervisor Bain made the motion to approve the April 8, 2024, and April 16, 2024, Town Board meeting minutes as presented. Supervisor Vannieuwenhoven seconded the motion.

The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Public Hearing: Conditional Use Permit (CUP) for more than 2 dogs (Town Ordinance 107-2) for 833 Windsong Way at Parcel L-870 by Rick & Jill Barlament:

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

Administrator Patrick Wetzel introduced the Conditional Use Permit request. Zoning Administrator/Building Inspector Scott Beining also discussed the recommendations and conditions from the Planning & Zoning Board allowing up to 3 dogs on the property in a residential zoned district.

Oral testimony received from: Rick Barlament, 833 Windsong Way and Tim Vandenberg, 841 Windsong Way.

Written testimony received from: Brett & Vicki Christensen, 819 Windsong Way.

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

Supervisor Brienen made the motion to close the public hearing at 6:39pm. Supervisor Bain seconded the motion. The motion carried unanimously.

9. Consideration of Conditional Use Permit (CUP) for more than 2 dogs (Town Ordinance 107-2) for 833 Windsong Way at Parcel L-870 by Rick & Jill Barlament:

Supervisor Frigo made the motion to approve the Conditional Use Permit (CUP) for more than 2 dogs (Town Ordinance 107-2) for 833 Windsong Way at Parcel L-870 by Rick & Jill Barlament including the recommended conditions from the Planning & Zoning Board as presented including conditions of a maximum of 3 dogs harbored on property, no municipal court convictions against these dogs and all dogs on property shall be licensed on an annual

basis. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

10. Public Hearing: Conditional Use Permit (CUP) for storage building at 1633 Yellow Briar Dr. at Parcel L-651 by Todd Robinson & Darrell LaCrosse:

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

Scott Beining introduced the request and provided information including the recommended conditions from the Planning & Zoning Board.

Oral testimony received from:

Jerry Gossen, 1615 Yellow Briar Dr

Steve Maack, 1626 Yellow Briar Dr

Keith DenRuyter, 1618 Yellow Briar Dr

Shane Piepkorn, 1594 Granada Ct

Mike Sevcik, 1603 Granada Ct

Sandee Laundre, 1603 Granada Ct

Philip Resch, 1605 Granada Ct

In addition to the oral testimony, written testimony was also received by:

Billina Augustian, 1731 Crimson Ct.

Steve Maack, 1626 Yellow Briar

Shane Piepkorn, 1594 Granada Ct

Mike Sevcki, 1603 Granada Ct

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

Supervisor Brienen to close the public hearing at 7:15pm. Supervisor Bain seconded the motion. The motion carried unanimously.

11. Consideration of Conditional Use Permit (CUP) for storage building at 1633 Yellow Briar Dr. at Parcel L-651 by Todd Robinson & Darrell LaCrosse:

Supervisor Vannieuwenhoven made the motion to discuss the Conditional Use Permit (CUP) for storage building at 1633 Yellow Briar Drive at Parcel L-651 by Todd Robinson & Darrell LaCrosse. Supervisor Frigo seconded the motion. The motion carried unanimously. Discussion regarding the request for a storage building at 1633 Yellow Briar Drive.

Supervisor Brienen made a motion to approve the Conditional Use Permit (CUP) for storage building at 1633 Yellow Briar Dr. at Parcel L-651 by Todd Robinson & Darrell LaCrosse with the following conditions: personal use only, no forklift after 90 days of occupancy, no outdoor storage, no materials/equipment by Robinson Inc., lighting based on lighting plan approval with no lighting on the north side of building, buffer like trees for the neighboring properties, masonry on exterior of building as shown on the approved plans, shall have landscaping. Supervisor Bain seconded the motion. The motion carried unanimously.

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

a. Consideration of Sign Review for Northeast Asphalt at 1950 Scheuring Rd., Parcel L-260 by Appleton Sign:

Supervisor Bain made a motion to approve the sign for Northeast Asphalt at 1950 Scheuring Rd., Parcel L-260 by Appleton Sign as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

b. Consideration of Sign Review for Blue Reef Holdings LLC at 1358 Mid Valley Dr., Parcel L-221 by Jones Sign Co. Inc.:

Supervisor Frigo made a motion to approve the sign for Blue Reef Holdings LLC at 1358 Mid Valley Dr., Parcel L-221 by Jones Sign Co. Inc. as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

c. Consideration of Site Plan Review for Storage Building at 1633 Yellow Briar Dr., Parcel L-651 by Lorrigan Construction:

Supervisor Frigo made a motion to table the site plan review for Storage Building at 1633 Yellow Briar Dr., Parcel L-651 by Lorrigan Construction. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

- d. Consideration of Site Plan Review for Commercial Building at 2842 American Blvd, Parcel L-2186-1- Bayland Buildings:
Supervisor Bain made a motion to approve the site plan for commercial building at 2842 American Blvd, Parcel L-2186-1 by Bayland Buildings as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- e. Consideration to Set a Public Hearing date for Conditional Use Permit for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.:
Supervisor Frigo made a motion to set the public hearing date to May 13, 2024, for Conditional Use Permit request for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- f. Consideration to Set date for Public Hearings to Re-Zone Lots 1-9 from A-1 Agriculture to R-2 Residential and Re-Zone Lots 10-35 from A-1 Agriculture to R-1 Residential in Little Rapids Subdivision by Town of Lawrence:
Supervisor Frigo made a motion to set a public hearing date to re-zone Lots 1-9 from A-1 Agriculture to R-2 Residential and Re-Zone Lots 10-35 from A-1 Agriculture to R-1 Residential in Little Rapids Subdivision by Town of Lawrence. Supervisor Bain seconded the motion. The motion carried unanimously.
- 13. Consideration of Planning & Zoning Board Member Appointments – Kyle Trembl, Mike Vande Hei and Skip Lee:**
Supervisor Brienen made the motion to approve the Planning & Zoning Board member appointments of Kyle Trembl, Mike Vande Hei and Skip Lee as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- 14. Consideration of Resolution 2024-007 – Authorizing Sale of R-2 Zoned Parcels L-2268, L-2269 & L-2270 to T. VanDeHei:**
Supervisor Frigo made the motion to approve Resolution 2024-007 –Authorizing Sale of R-2 Zoned Parcels L-2268, L-2269 & L-2270 to T. VanDeHei as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.
- 15. Consideration of Resolution 2024-008 Authorizing Land Sale and Development – Zornoco LLC - 2851 American Blvd:**
Supervisor Bain made the motion to approve Resolution 2024-008 Authorizing Land Sale and Development – Zornoco LLC - 2851 American Blvd as presented. Supervisor Brienen seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.
- 16. Consideration of Change Order #7 for 2023 Sanitary Sewer & Water Main Project – Increase Contract by \$4,685.68 to Strip Additional Topsoil at Fill Site on Little Rapids Road:**
Supervisor Bain made the motion to approve Change Order #7 for 2023 Sanitary Sewer & Water Main Project to increase contract by \$4,685.68 to strip additional topsoil at fill site on Little Rapids Road as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- 17. Consideration of Pay Request #6 for 2023 Sanitary Sewer & Water Main Project – Superior Sewer and Water, Inc. - \$447,116.08:**
Supervisor Bain made the motion to approve Pay Request #6 for 2023 Sanitary Sewer & Water Main Project for Superior Sewer and Water, Inc. in the amount of \$447,116.08 as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

- 18. Update and Consideration on Schedule to Solicit Bids for New Fire Engine Purchase:**
The Town will plan to advertise for bids/quotes for the Town Board to review prior to any purchasing decision for a new fire engine.
Supervisor Vannieuwenhoven made the motion to approve the soliciting of bids for a new fire engine purchase. Supervisor Frigo seconded the motion. The motion carried unanimously.
- 19. Consideration to Reschedule Town Board Meeting Dates for 2024 - May 27th (Holiday) and August 12th (Election):**
The second Town Board meeting in May lands on the Memorial Day holiday. It is recommended to reschedule this meeting to a later date if needed. The August 12th Town Board meeting is the night before the Partisan Primary Election on August 13th. Since the meeting room will be set up for the election, historically the Town Board would move this meeting to a different date.
Supervisor Brienen made the motion to move the August 12th meeting to August 5th as discussed. Supervisor Bain seconded the motion. The motion carried unanimously.
- 20. Consideration of Amending Town Board Meeting Start Times from 6:30pm to 6:00pm – Chair Tibaldo:**
Supervisor Bain made the motion to amend the Town Board meeting start times from 6:30pm to 6:00pm as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.
- 21. Administrator/Staff Reports**
Staff reports were given.
- 22. Future Agenda Items:**
- a. Public Hearing on May 13, 2024, for Conditional Use Permit for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.
 - b. Public Hearing on May 13, 2024, to Re-Zone Lots 1-9 from A-1 Agriculture to R-2 Residential and Re-Zone Lots 10-35 from A-1 Agriculture to R-1 Residential in Little Rapids Subdivision by Town of Lawrence.
 - c. Site Plan Review for Storage Building at 1633 Yellow Briar Dr., Parcel L-651 by Lorrigan Construction.
- 23. Closed Session:** Supervisor Brienen made a motion to move into closed session at 8:25pm 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: potential Land Sales/Development, including Little Rapids Subdivision lots*). Supervisor Bain seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.
- 24. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**
Supervisor Frigo made the motion to return to regular open session at 8:51 for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats. Supervisor Vannieuwenhoven seconded the motion. Roll Call vote: Supervisor Brienen, aye; Supervisor Vannieuwenhoven, aye; Supervisor Bain, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.
- 25. Adjourn:**
Supervisor Frigo made the motion at 8:52pm 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	50202	IT Services	03/31/2024	55.00	.00		
869	AIT Business Technologies, LLC	51261	Microsoft Office-Anti Virus	05/01/2024	405.00	.00		
869	AIT Business Technologies, LLC	51262	Server Backup	05/01/2024	199.99	.00		
869	AIT Business Technologies, LLC	51263	IT Services	05/01/2024	629.99	.00		
869	AIT Business Technologies, LLC	51264	Telephone Service	05/01/2024	150.00	.00		
869	AIT Business Technologies, LLC	51264	Sewer Telephone	05/01/2024	75.00	.00		
869	AIT Business Technologies, LLC	51264	Water Telephone	05/01/2024	75.00	.00		
869	AIT Business Technologies, LLC	FT-1164	Fax Line	05/01/2024	12.31	.00		
869	AIT Business Technologies, LLC	FT-1164	SCADA line	05/01/2024	79.90	.00		
Total AIT Business Technologies, LLC:					1,682.19	.00		
Alpha Hydraulics LLC								
19	Alpha Hydraulics LLC	19558	Snow Plow Repair	04/30/2024	17.21	.00		
Total Alpha Hydraulics LLC:					17.21	.00		
Ambrosius Sales & Service								
22	Ambrosius Sales & Service	66168	Park Mower Repairs	05/07/2024	63.80	.00		
Total Ambrosius Sales & Service:					63.80	.00		
Amundsen Davis LLC								
1108	Amundsen Davis LLC	751941	TID 1 & TID 3 Legal	02/16/2024	375.00	.00		
1108	Amundsen Davis LLC	751941	TID 1 & TID 3 Legal	02/16/2024	2,750.00	.00		
1108	Amundsen Davis LLC	755555	Room Tax Review	03/12/2024	200.00	.00		
1108	Amundsen Davis LLC	755561	TID 1 Developments - Land Sales	03/12/2024	5,017.50	.00		
Total Amundsen Davis LLC:					8,342.50	.00		
Associated Appraisal Consultants, Inc								
31	Associated Appraisal Consultants,	174108	Town Assessor	05/01/2024	1,461.12	.00		
Total Associated Appraisal Consultants, Inc:					1,461.12	.00		
Batteries Plus LLC								
40	Batteries Plus LLC	P72325707	Lawnmower Battery	04/29/2024	176.45	.00		
Total Batteries Plus LLC:					176.45	.00		
Bergstrom Ford of Green Bay								
1152	Bergstrom Ford of Green Bay	901646	F7 Repair	05/02/2024	555.93	.00		
Total Bergstrom Ford of Green Bay:					555.93	.00		
BE's Refreshments Inc.								
1157	BE's Refreshments Inc.	471822	Water Town Hall	04/10/2024	35.00	.00		
1157	BE's Refreshments Inc.	473460	Water Town Hall	05/08/2024	35.00	.00		
Total BE's Refreshments Inc.:					70.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Bond Trust Services Corp								
977	Bond Trust Services Corp	87328	Agent Fee	04/15/2024	400.00	.00		
Total Bond Trust Services Corp:					400.00	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3454	April Billing	05/07/2024	44,576.36	.00		
Total Central Brown County Water Authority:					44,576.36	.00		
Charter Communications								
1150	Charter Communications	230431701050	May Fiber Services	05/01/2024	719.00	.00		
Total Charter Communications:					719.00	.00		
City of De Pere								
99	City of De Pere	202404194985	1st Quarter Emergency Rescue	04/19/2024	25,420.45	.00		
Total City of De Pere:					25,420.45	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9008758416	Water Testing	04/17/2024	32.00	.00		
Total Clean Water Testing LLC:					32.00	.00		
Compass Minerals America								
509	Compass Minerals America	1329681	Salt	04/25/2024	5,114.38	.00		
Total Compass Minerals America:					5,114.38	.00		
Core & Main LP								
200	Core & Main LP	U186804	Water & Sewer Extension-Packerl	04/15/2024	19,228.00	.00		
200	Core & Main LP	U189803	Water & Sewer Extension Supplie	04/23/2024	520.00	.00		
200	Core & Main LP	U344913	Water & Sewer Extension Supplie	02/08/2024	1,357.30	.00		
200	Core & Main LP	U687557	Water & Sewer Extension Supplie	04/12/2024	484.00	.00		
200	Core & Main LP	U688731	Water & Sewer Extension-Packerl	04/10/2024	350.00	.00		
200	Core & Main LP	U689352	Hydrant Grease	04/10/2024	186.00	.00		
200	Core & Main LP	U700318	Water & Sewer Extension Supplie	04/12/2024	992.00	.00		
200	Core & Main LP	U700489	Water & Sewer Extension-Packerl	04/15/2024	1,716.50	.00		
200	Core & Main LP	U722586	Water & Sewer Extension Supplie	04/16/2024	768.00	.00		
200	Core & Main LP	U725369	Water & Sewer Extension Supplie	04/17/2024	284.00	.00		
200	Core & Main LP	U726488	Water & Sewer Extension Supplie	04/17/2024	1,490.00	.00		
200	Core & Main LP	U726645	Valve Box Top	04/17/2024	272.00	.00		
200	Core & Main LP	U727135	Gate Valve	04/17/2024	114.00	.00		
200	Core & Main LP	U727825	Water & Sewer Extension Supplie	04/17/2024	901.20	.00		
200	Core & Main LP	U729207	Water & Sewer Extension Supplie	04/17/2024	284.00	.00		
200	Core & Main LP	U731157	Water & Sewer Extension Supplie	04/17/2024	143.00	.00		
200	Core & Main LP	U754963	Water & Sewer Extension Supplie	04/22/2024	376.00	.00		
200	Core & Main LP	U762382	Water & Sewer Extension Supplie	04/24/2024	222.11	.00		
200	Core & Main LP	U763126	Water & Sewer Extension Supplie	04/23/2024	200.00	.00		
200	Core & Main LP	U779867	Water & Sewer Extension Supplie	04/25/2024	192.00	.00		
200	Core & Main LP	U796047	Water & Sewer Extension-Packerl	04/26/2024	8,469.70	.00		
Total Core & Main LP:					21,610.41	.00		
Derouin, William								
468	Derouin, William	042924	Tractor & Spreader Rental	04/29/2024	700.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Derouin, William:					700.00	.00		
Diggers Hotline								
125	Diggers Hotline	240 4 19551	SF-Locate Service	04/30/2024	146.16	.00		
125	Diggers Hotline	240 4 19551	WF-Locate Service	04/30/2024	146.16	.00		
Total Diggers Hotline:					292.32	.00		
Ewald Automotive Group LLC								
586	Ewald Automotive Group LLC	47200	2024 Chevrolet Silverado - Utility	05/07/2024	23,628.75	23,628.75	05/07/2024	
586	Ewald Automotive Group LLC	47200	2024 Chevrolet Silverado - Utility	05/07/2024	23,628.75	23,628.75	05/07/2024	
Total Ewald Automotive Group LLC:					47,257.50	47,257.50		
EZ Glide Garage Doors & Openers								
150	EZ Glide Garage Doors & Opener	0185742-IN	Repair Fire Garage Doors	04/19/2024	1,696.90	.00		
Total EZ Glide Garage Doors & Openers:					1,696.90	.00		
Faith Leak Detection Services, LLC								
1133	Faith Leak Detection Services, LL	016	Hydrant Painting	04/22/2024	5,125.00	.00		
Total Faith Leak Detection Services, LLC:					5,125.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1300074753	Electrical Inspection-Kreite Truck	05/02/2024	120.00	.00		
Total Fameree Consulting & Inspection:					120.00	.00		
First Due Fire Training LLC								
1144	First Due Fire Training LLC	050324	Hoses	05/03/2024	108.00	.00		
Total First Due Fire Training LLC:					108.00	.00		
Gannett Media Corp								
175	Gannett Media Corp	0006286075	Public Hearing Notices	03/31/2024	1,071.98	.00		
Total Gannett Media Corp:					1,071.98	.00		
GFL Environmental								
1015	GFL Environmental	U60000209574	Recycling Pick Up	04/19/2024	10,435.00	.00		
1015	GFL Environmental	U60000209574	Trash Pick Up	04/19/2024	16,904.70	.00		
Total GFL Environmental:					27,339.70	.00		
Green Bay Highway Products								
191	Green Bay Highway Products	44550	Bain Brook Subdivision	04/30/2024	16,621.57	.00		
Total Green Bay Highway Products:					16,621.57	.00		
Jefferson Fire & Safety, Inc.								
222	Jefferson Fire & Safety, Inc.	IN313932	Fire Gloves	04/23/2024	341.62	.00		
Total Jefferson Fire & Safety, Inc.:					341.62	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	04302024	Pickleball Court	04/30/2024	14,120.00	.00		
253	Kocken Bros Trucking & Excavati	043024	Trail	04/30/2024	2,980.00	.00		
Total Kocken Bros Trucking & Excavating:					17,100.00	.00		
Mail Haus, Inc								
410	Mail Haus, Inc	0182692	Newsletter	04/30/2024	2,522.09	.00		
Total Mail Haus, Inc:					2,522.09	.00		
MCC Inc								
282	MCC Inc	344916	Cold Mix	04/30/2024	387.50	.00		
Total MCC Inc:					387.50	.00		
Menards Inc								
286	Menards Inc	30228	Lawn Mower	04/22/2024	45.98	.00		
286	Menards Inc	30408	Tarps for Bins	04/25/2024	93.96	.00		
286	Menards Inc	30551	Water Dept Supplies	04/29/2024	22.88	.00		
286	Menards Inc	30731	Lawn Mower	05/02/2024	25.23	.00		
286	Menards Inc	30889	Fire Department Supplies	05/06/2024	3.98	.00		
286	Menards Inc	30920	Water Dept Truck	05/07/2024	34.99	.00		
Total Menards Inc:					227.02	.00		
Midwest Meters Inc.								
295	Midwest Meters Inc.	0166500-IN	New Meters	04/23/2024	13,515.00	.00		
Total Midwest Meters Inc.:					13,515.00	.00		
Midwest Testing LLC								
296	Midwest Testing LLC	6104	Meter Testing	04/25/2024	6,292.50	.00		
Total Midwest Testing LLC:					6,292.50	.00		
Northeast Asphalt Inc.								
311	Northeast Asphalt Inc.	30-00002574	Watermain Break Repair	04/26/2024	90.32	.00		
Total Northeast Asphalt Inc.:					90.32	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	193748	Gate Valve	04/25/2024	350.20	.00		
320	Oshkosh Fire & Police Equipment	193803	Cover for Auto Eject	05/02/2024	75.00	.00		
Total Oshkosh Fire & Police Equipment:					425.20	.00		
Pro One Janitorial Inc								
342	Pro One Janitorial Inc	209676	Monthly cleaning - May	04/20/2024	565.00	.00		
Total Pro One Janitorial Inc:					565.00	.00		
Quill Corporation								
349	Quill Corporation	38223330	Office Supplies-Water Fund	04/16/2024	8.00	.00		
349	Quill Corporation	38223330	Office Supplies-Sewer Fund	04/16/2024	7.99	.00		
349	Quill Corporation	38223330	Office Supplies-General Fund	04/16/2024	16.00	.00		
349	Quill Corporation	38334938	Office Supplies-Water Fund	04/23/2024	8.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
349	Quill Corporation	38334938	Office Supplies-Sewer Fund	04/23/2024	7.99	.00		
349	Quill Corporation	38334938	Office Supplies-General Fund	04/23/2024	16.00	.00		
Total Quill Corporation:					63.98	.00		
R & R Insurance Services, Inc								
1099	R & R Insurance Services, Inc	3018208	Insurance Services	05/02/2024	232.50	.00		
Total R & R Insurance Services, Inc:					232.50	.00		
R. Lewis Technologies, Inc								
815	R. Lewis Technologies, Inc	14245	Fire Dept Supplies	04/26/2024	150.00	.00		
Total R. Lewis Technologies, Inc:					150.00	.00		
Rent-A-Flash of WI Inc								
361	Rent-A-Flash of WI Inc	90256	Sidewalk Closed Sign	05/02/2024	38.40	.00		
Total Rent-A-Flash of WI Inc:					38.40	.00		
Replay Sports Bar & Grill								
1083	Replay Sports Bar & Grill	040224	Election Food	04/02/2024	180.00	.00		
Total Replay Sports Bar & Grill:					180.00	.00		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	042324	Financial Consultant	04/23/2024	1,560.00	.00		
Total Ruechel, Brian C.:					1,560.00	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0624	Life Insurance	04/30/2024	294.94	.00		
Total Securian Financial Group, Inc:					294.94	.00		
Suburban Wildlife Solutions LLC								
397	Suburban Wildlife Solutions LLC	7234	Trapping at Ponds	04/30/2024	12,376.00	.00		
Total Suburban Wildlife Solutions LLC:					12,376.00	.00		
Sun Belt Rentals								
687	Sun Belt Rentals	152851839-00	Stump Grinder Rental	04/15/2024	383.01	.00		
Total Sun Belt Rentals:					383.01	.00		
Superior Sewer & Water Inc.								
1158	Superior Sewer & Water Inc.	L0017-09-23-0	2023 Sewer & Water-Pay Req #6	04/18/2024	45,029.13	45,029.13	04/23/2024	
1158	Superior Sewer & Water Inc.	L0017-09-23-0	2023 Sewer & Water-Pay Req #6	04/18/2024	402,086.95	402,086.95	04/23/2024	
Total Superior Sewer & Water Inc.:					447,116.08	447,116.08		
Swinkles Trucking & Excavating Corp								
400	Swinkles Trucking & Excavating C	0060651-IN	Pulverized Top Soil	05/06/2024	109.50	.00		
Total Swinkles Trucking & Excavating Corp:					109.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Travelers Commercial Lines								
1110	Travelers Commercial Lines	108045688	Notary Bond	05/07/2024	20.00	.00		
Total Travelers Commercial Lines:					20.00	.00		
Tri-City Glass & Door								
428	Tri-City Glass & Door	I01-0412-9425	Fire Station Door Repair	04/12/2024	1,075.00	.00		
Total Tri-City Glass & Door:					1,075.00	.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	4848391	Town Hall Pest Control	04/18/2024	63.30	.00		
Total Wil-Kil Pest Control:					63.30	.00		
Grand Totals:					715,703.73	494,373.58		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

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



Agenda Item Review

Meeting Date: 5/13/2024
Agenda Item#: 9, 10, and 15a.

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Town Board of Supervisors
REPORT FROM: Scott Beining, Building Inspector/Zoning Administrator
AGENDA ITEM: **Staff Report-Planning/Zoning item ROBINSON CUP**

- 9. Public Hearing:** Conditional Use Permit (CUP) for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.

VHC Inc. is renovating the building at 1665 Yellow Briar. The building is split into two portions, divided by a fire wall. The front portion of the building (approx. 12000 SF) would be used for a limousine service (commercial garage). This use requires a CUP in B-1 zoning. Hours of operation, number of vehicles, storage, offices, etc. should be discussed with conditions.

Open Public Hearing

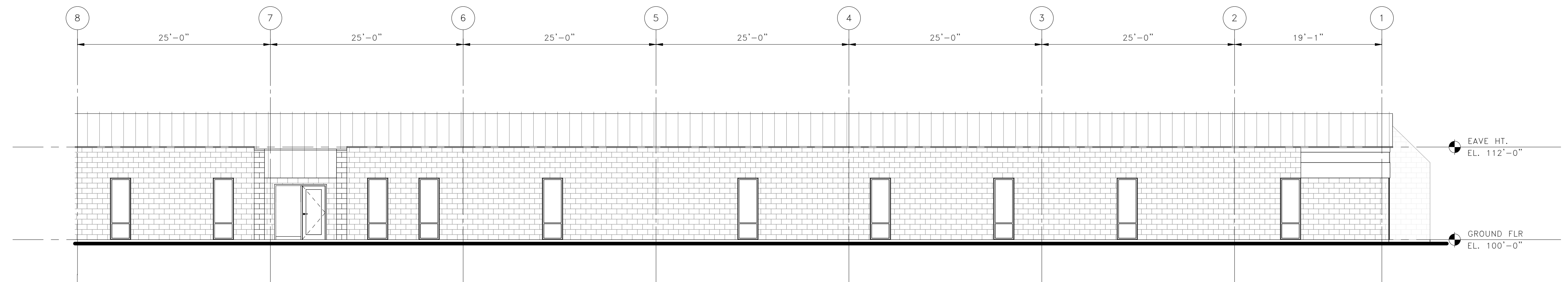
Close Public Hearing

- 10.** Consideration of Conditional Use Permit (CUP) for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.

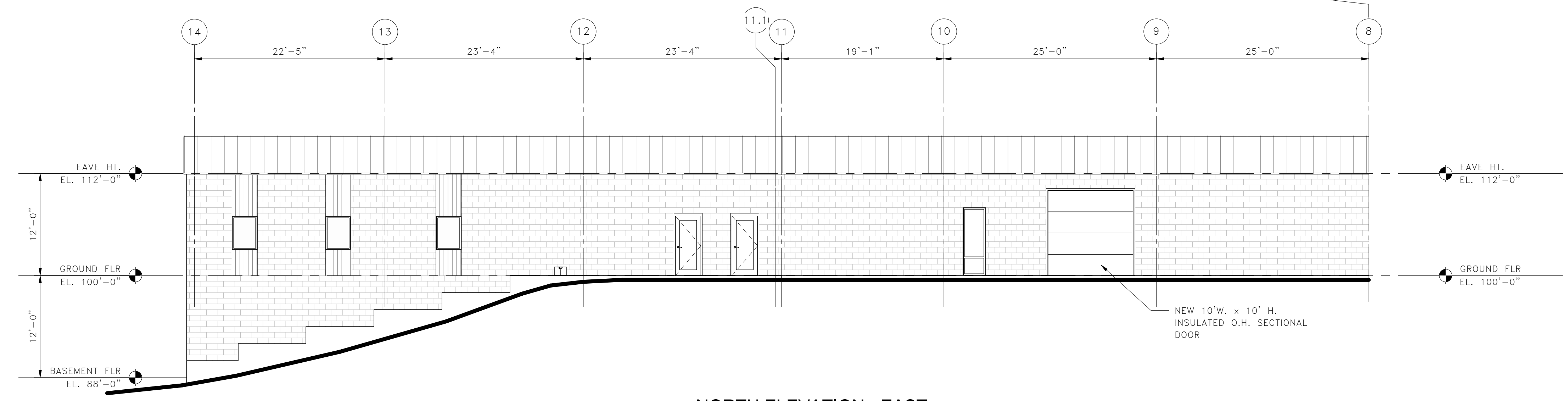
This use would be a low impact use for this building. The building will be sprinklered. PZ voted unanimously to approve CUP with conditions. Staff supports approval.

- 15a. Consideration of Site Plan for Storage Building at 1633 Yellow Briar Dr., parcel L-651 by Lorrigan Construction

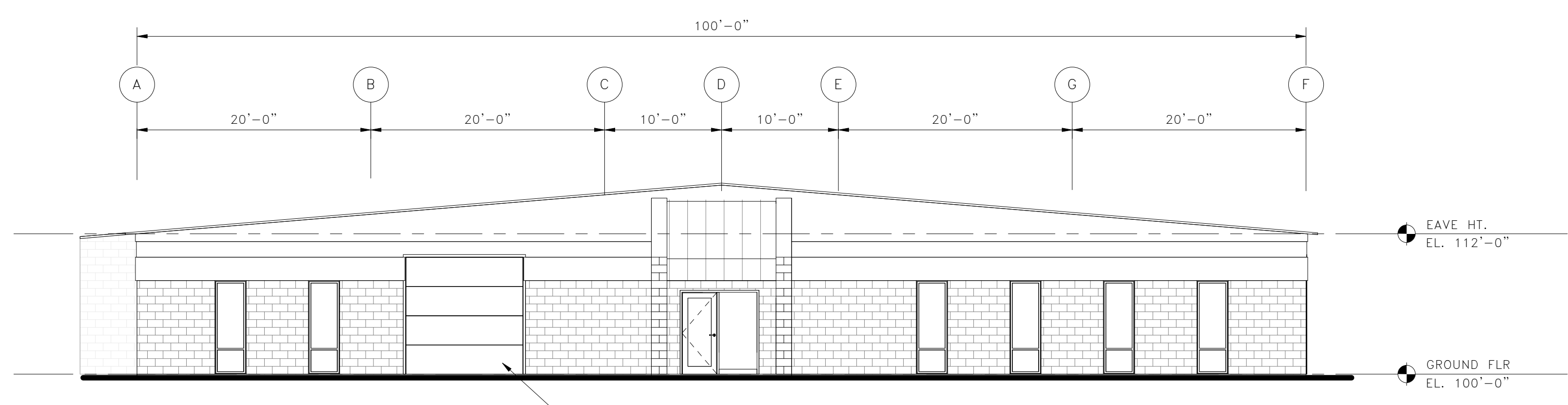
2 Overhead doors would be added to the building. One small door on the north side of the building, and one large door on the west side of the building. Because of the size of the door and the height of the building. The west elevation is the only place this door would fit the existing building. PZ voted unanimously to recommend approval. Staff supports approval. State approved plans are being reviewed.



NORTH ELEVATION - WEST
 SCALE: 1/8" = 1'-0"



NORTH ELEVATION - EAST
 SCALE: 1/8" = 1'-0"



WEST ELEVATION
 SCALE: 1/8" = 1'-0"

AUTHORIZATION NUMBER:
 VHC INC.
 1665 YELLOW BRIAR DRIVE
 CHANGE OF USE / LEVEL 3 ALTERATION
 NORTH & WEST BUILDING ELEVATIONS

STATUS/REVISION	DATE	DESCRIPTION	DRAWN BY	CHKD BY	APPRD BY

DRAWING STATUS CODES:

- A | Preliminary not for Construction
- B | Approval not for Construction
- C | Freeze not for Construction
- D | Bid not for Construction
- E | Reference not for Construction
- F | Fabrication
- G | Construction
- H | Record

DATE DRAWN: XX/XX/XXXX DRAWN BY: XXX
 SHEET SIZE: 24" x 36"
 BAISCH PROJECT NUMBER: XXXXXXXXXX
 DRAWING NUMBER: A-01-102

Preliminary
 04/03/2024 3:57:37 PM

TOWN OF LAWRENCE, WI
PUBLIC HEARING NOTICE

Please take notice a public hearing will be held with the Town of Lawrence Board of Supervisors on Monday, May 13, 2024, at 6:00PM or as shortly thereafter as possible at the Lawrence Town Hall located at 2400 Shady Court. This meeting will be held to receive testimony, either oral or written, on the following:

1. Request for a Conditional Use Permit (CUP) request Conditional Use Permit for Commercial Parking Garage (B-1 Zoning) at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.
2. Request for a Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-2) in Little Rapids Subdivision for Lots 1-9 by Town of Lawrence.
3. Request for a Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-1) in Little Rapids Subdivision for Lots 10-35 by Town of Lawrence.

Cindy Kocken, Clerk-Treasurer
Town of Lawrence
April 23, 2024

Posted at the following on April 29th and May 6th, 2024

- Town Hall, 2400 Shady Court*
- Town of Lawrence website*
- Property owners notified within 500 feet of subject property*
- Notice in Green Bay Press Gazette*



Agenda Item Review

Meeting Date: 5/13/2024
Agenda Item#: 11, 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Town Board of Supervisors
REPORT FROM: Scott Beining, Building Inspector/Zoning Administrator
AGENDA ITEM: **Staff Report-Planning/Zoning item Little Rapids Subdivision Rezone to A-1 to R-2**

11. Public Hearing: Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-2) in Little Rapids Subdivision for Lots 1-9 by Town of Lawrence

Little Rapids subdivision is being constructed now. Plat was approved in January. 26 SF lots and these proposed 9 Duplex/R-2 lots. Lots meet minimum requirements for R-2 lots (12,000 SF and 100' of frontage with municipal S/W).

These would be similar to the R-2 lots directly north of this development.

Open Public Hearing

Close Public Hearing

12. Consideration of Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-2) in Little Rapids Subdivision for Lots 1-9 by Town of Lawrence

It should be noted in the motion to approve that Lot 9 is slated to be a neighborhood park.

P/Z recommends approval with unanimous vote 4/10/24.

Staff recommends approval.



Agenda Item Review

Meeting Date: 5/13//2024

Agenda Item#: 13, 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Town Board of Supervisors
REPORT FROM: Scott Beining, Building Inspector/Zoning Administrator
AGENDA ITEM: **Staff Report-Planning/Zoning item Little Rapids Subdivision Rezone to A-1 to R-1**

13. **Public Hearing:** Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-1) in Little Rapids Subdivision for Lots 10-35 by Town of Lawrence
Litte Rapids subdivision is being constructed now. Plat was approved in January. 26 SF lots and 9 Duplex/R-2 lots. Lots meet minimum requirements for R-1 lots (12,000 SF and 100' of frontage with municipal S/W).
These would be similar to the R-1 lots directly north of this development.

Open Public Hearing
Close Public Hearing

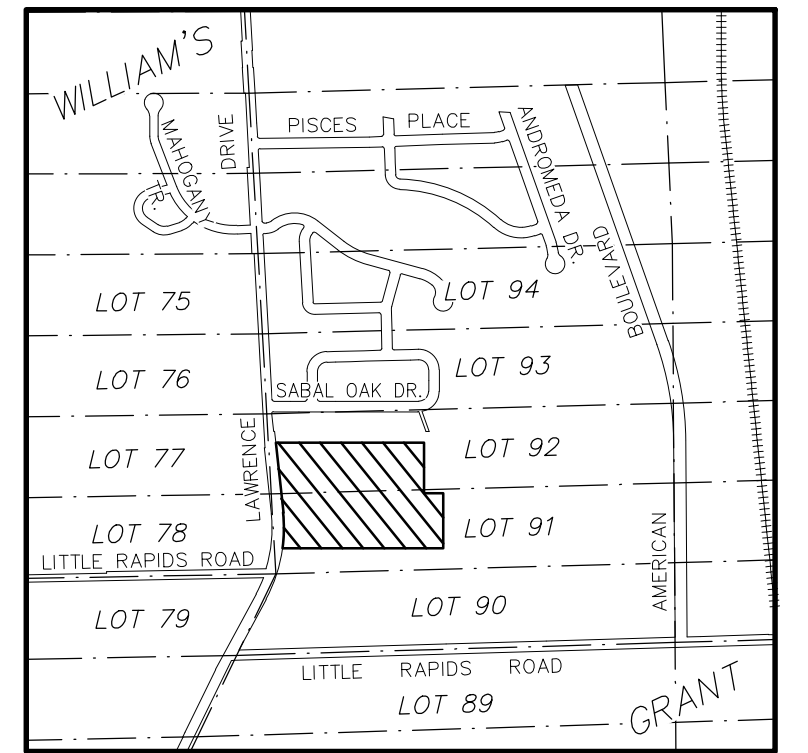
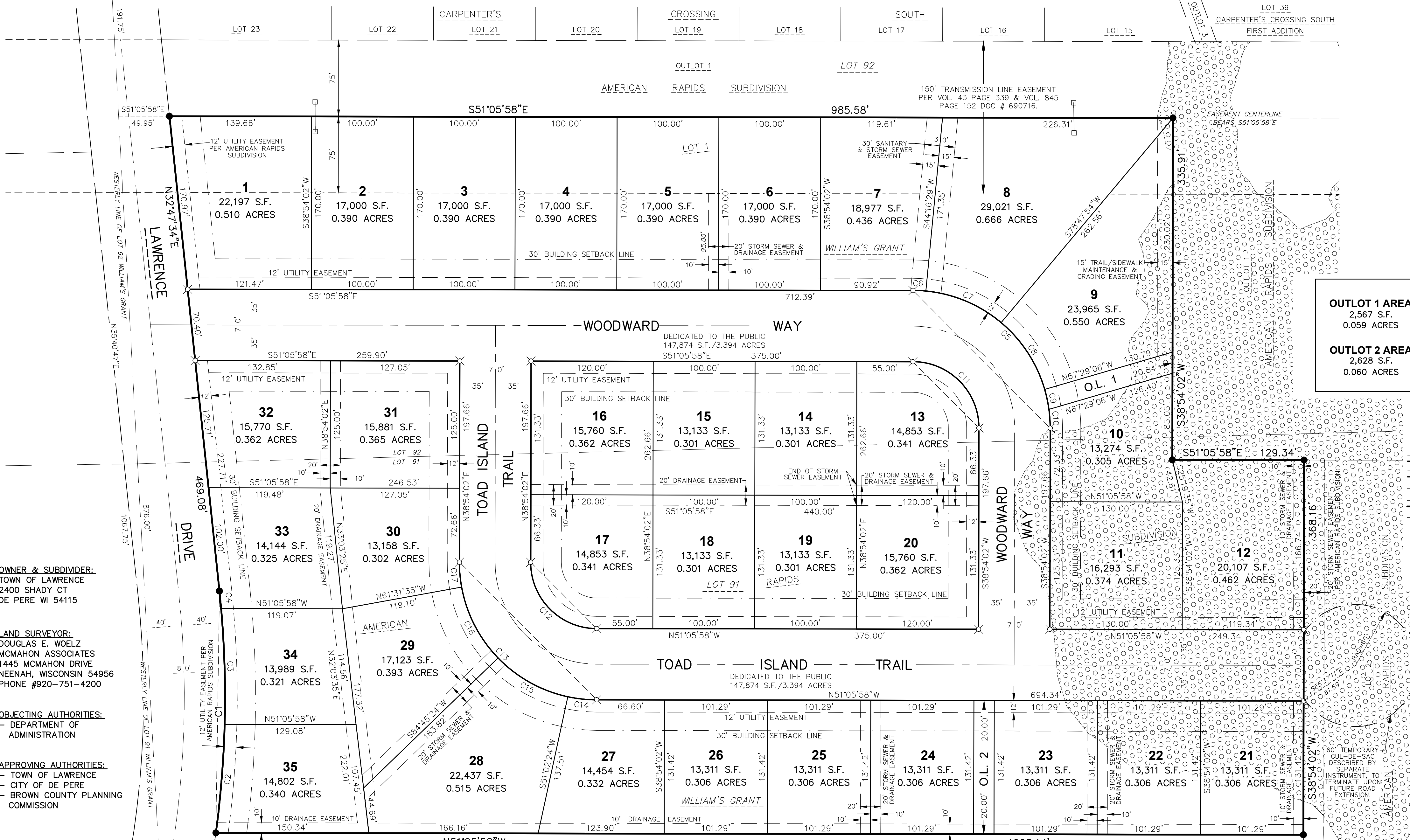
14. Consideration of Zoning Amendment to re-zone from Agricultural Zone (A-1) to Residential Zone (R-1) in Little Rapids Subdivision for Lots 10-35 by Town of Lawrence

P/Z recommends approval with unanimous vote 4/10/24.
Staff recommends approval.

LITTLE RAPIDS SUBDIVISION

ALL OF LOT 1 OF AMERICAN RAPIDS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN ON DECEMBER 07, 2021 IN VOLUME 24 OF PLATS ON PAGES 203-205, AS DOCUMENT NO. 2987345, LOCATED IN PART OF LOTS 91 AND 92 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

NORTHWEST CORNER
LOT 92
WILLIAM'S GRANT
MAG NAIL SET

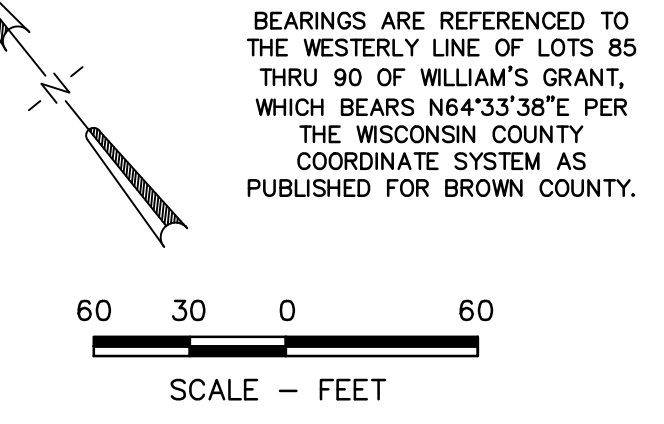


LOCATION MAP
PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT,
TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OUTLOT 1 AREA
2,567 S.F.
0.059 ACRES

OUTLOT 2 AREA
2,628 S.F.
0.060 ACRES

- LEGEND**
- ⊗ - 1 1/4" x 18" ROUND STEEL REBAR WEIGHING 4.3 lbs./lineal ft. SET
 - - MAG NAIL SET
 - ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.
 - - 1.315" O.D. IRON PIPE FOUND
 - ⊕ - CERTIFIED LAND CORNER BROWN COUNTY
 - S.F. - SQUARE FEET
 - O.L. - OUTLOT
 - EXISTING TRANSMISSION LINE POLE STRUCTURE
 - - - 12' UTILITY EASEMENT
 - - - EXISTING 12' UTILITY EASEMENT
 - - - RIGHT-OF-WAY (R.O.W.) LINE
 - - - PROPERTY LINE
 - - - BUILDING SETBACK LINE
 - - - FEMA MAPPED FLOODPLAIN ZONED AE PER CARPENTER SOUTH FLOOD STUDY, PREPARED BY MCMAHON ASSOCIATES, INC. DATED 04/25/2019 AND BECAME EFFECTIVE BY FEMA ON SEPTEMBER 18, 2020 BY CASE NO. 19-05-3386P



WISCONSIN
DOUGLAS E. WOELZ
S-2327
KAUKAUNA
WI
LAND SURVEYOR

D. E. Woelz
9-26-2023
Revised this 20th day of November, 2023

OWNER & SUBDIVIDER:
TOWN OF LAWRENCE
2400 SHADY CT
DE PERE WI 54115

LAND SURVEYOR:
DOUGLAS E. WOELZ
MCMAHON ASSOCIATES
1445 MCMAHON DRIVE
NEENAH, WISCONSIN 54956
PHONE #920-751-4200

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

APPROVING AUTHORITIES:
- TOWN OF LAWRENCE
- CITY OF DE PERE
- BROWN COUNTY PLANNING COMMISSION

NOTES:
THIS SUBDIVISION IS ALL OF TAX PARCEL NO. L-2184

ALL ROADS ARE DEDICATED TO THE PUBLIC.

OUTLOTS 1 AND 2 ARE TO BE OWNED AND MAINTAINED BY THE TOWN OF LAWRENCE FOR PUBLIC TRAIL/SIDEWALK, STORM SEWER, SANITARY SEWER AND WATER MAIN PURPOSES.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

ATC NOTE:
THE TRANSMISSION LINE LOCATED WITHIN THE 150' TRANSMISSION LINE EASEMENT IS A 345,000 VOLT LINE, HIGHLY REGULATED AND PROTECTED. ANY PROPOSED DEVELOPMENT WITHIN THE 150' TRANSMISSION LINE EASEMENT SHALL BE SUBMITTED TO AND REVIEWED BY ATC. PSC 114 OF THE WISCONSIN ADMINISTRATIVE CODE DOES NOT ALLOW FOR A DWELLING TO BE UNDER OR WITHIN THE BLOWOUT OF A TRANSMISSION LINE. CONTACT ATC REAL ESTATE FOR REVIEW OF DWELLING PLACEMENT.

LOT DRAINAGE RESTRICTIVE COVENANT:
THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ADJUTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

WDNR NOTES:
THE WDNR SURFACE WATER VIEWER MAP IDENTIFIES WETLAND INDICATOR SOIL TYPES WITHIN THE SUBJECT PROPERTIES. DUE TO WETLANDS, INDICATOR SOILS, AND/OR WATERWAYS WITHIN THE SUBJECT PROPERTIES, COORDINATE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING POTENTIAL PROTECTIVE AREAS.

PER US ARMY REGULATORY GUIDANCE LETTER NO. 05-02, DATED JUNE 14, 2005: ALL APPROVED WETLAND DETERMINATIONS COMPLETED AND/OR VERIFIED BY THE US ARMY CORPS OF ENGINEERS MUST BE IN WRITING AND WILL REMAIN VALID FOR A PERIOD OF FIVE YEARS, UNLESS NEW INFORMATION WARRANTS REVISION OF THE DETERMINATION BEFORE THE EXPIRATION DATE, OR A DISTRICT ENGINEER IDENTIFIES SPECIFIC GEOGRAPHIC AREAS WITH RAPIDLY CHANGING ENVIRONMENTAL CONDITIONS THAT MERIT RE-VERIFICATION ON A MORE FREQUENT BASIS.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 MCMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

LITTLE RAPIDS SUBDIVISION

ALL OF LOT 1 OF AMERICAN RAPIDS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN ON DECEMBER 07, 2021
IN VOLUME 24 OF PLATS ON PAGES 203-205, AS DOCUMENT NO. 2987345, LOCATED IN PART OF LOTS 91 AND 92 ACCORDING TO THE
RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lot 1 of American Rapids Subdivision, as recorded in the office of the Register of Deeds for Brown County, Wisconsin on December 07, 2021 in Volume 24 of Plats on Pages 203-205, as Document No. 2987345, located in part of Lots 91 and 92 according to the recorded plat of The Subdivision of the William's Grant, Town of Lawrence, Brown County, Wisconsin containing 717,285 square feet (16.467 acres) of land more or less.

That I have made such survey, land division, and plat under the directions of the owners of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Lawrence and Brown County in surveying, dividing and mapping the same.

Dated this 26th day of September, 2023

D. E. Woelz

Douglas E. Woelz, PLS-2327
Wisconsin Professional Land Surveyor
Revised this 20th day of November, 2023



OWNER CERTIFICATE DEDICATION

Town of Lawrence, as Owners, we hereby certify that we caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on the Plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Department of Administration
Town of Lawrence
City of De Pere
Brown County Planning Commission

Dated this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo,
Town Chairperson

Cindy Kocken
Town Clerk

State of Wisconsin))ss
_____ County)

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

Notary Public

_____ County, _____

My commission expires _____

TOWN OF LAWRENCE APPROVAL

We hereby certify that Little Rapids Subdivision in the Town of Lawrence, Brown County was approved and accepted by the Town Board of the Town of Lawrence on this _____ day of _____, 20____.

Town Chairperson - Dr. Lanny J. Tibaldo Date

STATE OF WISCONSIN)ss
COUNTY OF BROWN

I, Cindy Kocken, being the duly elected, qualified and acting clerk of the Town of Lawrence, Brown County do hereby certify that the Town Board of the Town of Lawrence passed by voice vote on this _____ day of _____, 20____ authorizing me to issue a certificate of approval of Little Rapids Subdivision, Town of Lawrence as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE _____ day of _____, 20____.

Dated _____
Clerk - Cindy Kocken

CERTIFICATE OF TREASURERS

As duly elected Town Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Little Rapids Subdivision as of the date listed below:

Town Treasurer Date
Cindy Kocken

CERTIFICATE OF TREASURERS

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Little Rapids Subdivision as of the date listed below:

County Treasurer Date
Paul D. Zeller

CITY OF DE PERE APPROVAL

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

Carey E. Danen, City Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

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

Karl Mueller, Senior Planner
Brown County Planning Commission

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by Town of Lawrence, Grantor, to

Wisconsin Public Service Corporation, a Wisconsin corporation, Grantee
Wisconsin Bell Inc., d/b/a AT&T Wisconsin, a Wisconsin Corporation, Grantee
Brown County C-Lec, LLC, Grantee
Charter Telecommunications Operating, LLC, Grantee
TDS Metrocom, LLC, Grantee

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

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

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

CURVE TABLE							
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	994.93'	013°43'13"	238.25'	N39°39'10"E	237.68'	N32°47'34"E	N46°30'47"E
C2	994.93'	006°09'58"	107.07'	N43°25'48"E	107.02'	N46°30'47"E	N40°20'49"E
C3	994.93'	006°33'26"	113.86'	N37°04'06"E	113.80'	N40°20'49"E	N33°47'24"E
C4	994.93'	000°59'49"	17.32'	N33°17'29"E	17.31'	N33°47'24"E	N32°47'34"E
C5	135.00'	090°00'00"	212.06'	S06°05'58"E	190.92'	S38°54'02"W	S51°05'58"E
C6	135.00'	005°22'28"	12.66'	S48°24'45"E	12.66'	S51°05'58"E	S45°43'31"E
C7	135.00'	034°31'24"	81.34'	S28°27'48"E	80.12'	S45°43'31"E	S11°12'06"E
C8	135.00'	033°43'00"	79.45'	S05°39'24"W	78.30'	S11°12'06"E	S22°30'54"W
C9	135.00'	008°31'11"	20.08'	S26°46'30"W	20.06'	S31°02'05"W	S22°30'54"W
C10	135.00'	007°51'57"	18.53'	S34°58'03"W	18.52'	S31°02'05"W	S38°54'02"W
C11	65.00'	090°00'00"	102.10'	S06°05'58"E	91.92'	S51°05'58"E	S38°54'02"W
C12	65.00'	090°00'00"	102.10'	N06°05'58"W	91.92'	N51°05'58"W	N38°54'02"E
C13	135.00'	090°00'00"	212.06'	N06°05'58"W	190.92'	N38°54'02"E	N51°05'58"W
C14	135.00'	012°08'23"	28.60'	N45°01'47"W	28.55'	N51°05'58"W	N38°57'36"W
C15	135.00'	033°43'00"	79.44'	N22°06'06"W	78.30'	N38°57'36"W	N05°14'36"W
C16	135.00'	033°43'00"	79.44'	N11°36'55"E	78.30'	N05°14'36"W	N28°28'25"E
C17	135.00'	010°25'37"	24.58'	N33°41'13"E	24.53'	N28°28'25"E	N38°54'02"E

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration



Agenda Item Review

Meeting Date: 5/13/2024
Agenda Item#: 15 a, b, c and d

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

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

15. Review of Recommendations and Reports from Planning & Zoning Board
- a. Consideration of Site Plan for Storage Building at 1633 Yellow Briar Dr., parcel L-651 by Lorrigan Construction

See site plan included in packet. As a result of conversations at the last meeting, the building color has changed to a more neutral color. The position of the building on the lot has not changed. The plans are up-to-date and comply with ordinance and requirements of the CUP. This has been a B-1 lot since the beginning of the development in 1998.
P/Z recommended approval on 4/10/24
Staff recommends approval.
 - b. Consideration of Site Plan for Commercial Building Remodel at 1665 Yellow Briar, Parcel L-652 by Best Built Inc.

See site plan included in packet. The main reason this is being reviewed is because of changes to the exterior of the building. A 12'x10' OH door will be added to the north side of the building and a 12'x12'6" OH door will be added to the front/west side of the building. A limousine service will occupy the interior of the building. The building is separated into 2 areas with a firewall between. Sprinkler system is being added because of the vehicle parking and tenant.
 - c. Consideration to set a public hearing date for zoning amendment request to re-zone from Agricultural (A-1) to Business/Commercial (B-1) at Lawrence Parkway. Parcels L-454-3 and L-2078 by the Town of Lawrence.

Set Public Hearing only for 6/10/24
 - d. Consideration to set a public hearing date for a Conditional Use Permit request for sports fields (B-1 zoning) at Lawrence Parkway, parcel L-454-3 by Impact Sports Academy.

Set Public Hearing only for 6/10/24

Conditional Use Permit
Town of Lawrence, Brown County

Conditional Use Permit for Storage Building for Personal Use
1633 Yellow Briar Dr, Parcel L-651
Owned by Robinson Real Estate

WHEREAS, a Conditional Use for a Storage Building for Personal Use was granted by the Town of Lawrence Board of Supervisors to Robinson Real Estate on Monday, April 22, 2024 for the purpose of storage building for personal use located at 1633 Yellow Briar Dr.; and

WHEREAS, a public hearing was held at a regular town board meeting on April 22, 2024 to hear testimony on the request for the mini warehouse for personal use; and

WHEREAS, there were seven (7) verbal & four (4) written testimonies received at public hearing; and

WHEREAS, the Conditional Use Permit- Storage Building for Personal Use will have no outside storage; and

WHEREAS, the Conditional Use Permit- Storage Building for Personal Use lighting based on lighting plan approval as well as no lighting on northside of the building; and

WHEREAS, the Conditional Use Permit- Storage Building for Personal Use shall have a buffer like trees for the neighboring properties; and

WHEREAS, the Conditional Use Permit- Storage Building for Personal Use shall have masonry on the exterior of the building as shown in approved plans; and

WHEREAS, the Conditional Use Permit-Storage Building for Personal Use shall have landscaping; and

WHEREAS, the Conditional Use Permit-Storage Building for Personal Use will be for personal use only; and

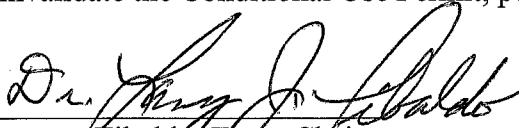
WHEREAS, the Conditional Use Permit-Storage Building for Personal Use will have no forklift use after 90 days of occupancy; and

WHEREAS, the Conditional Use Permit-Storage Building for Personal Use will have no materials and/or equipment owned by Robinson Inc.

NOW, THEREFORE BE IT RESOLVED, following a public hearing at a regular Town Board Meeting on April 22, 2024, in the Town of Lawrence, grants a Conditional Use Permit-Mini Warehouse for Personal Use; and

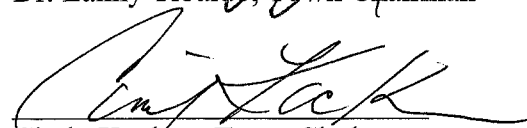
BE IT FURTHER RESOLVED, failure to comply may invalidate the Conditional Use Permit, per Town Ordinance 300-205;

DATED: April 22, 2024



Dr. Lanny Tibaldo, Town Chairman

ATTEST:

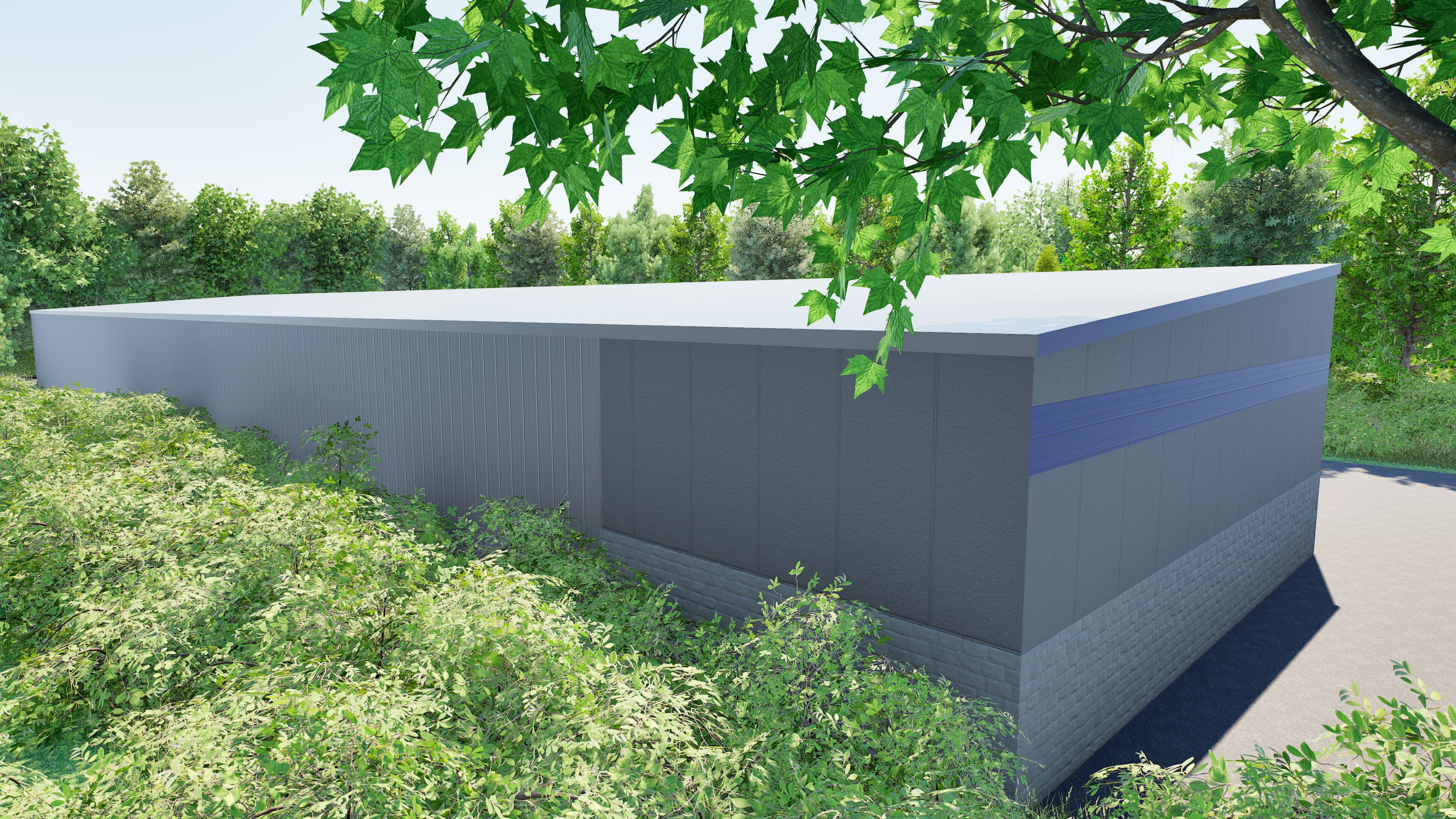


Cindy Kocken, Town Clerk











SITE PLAN VOID 2
1" = 40'-0"



437 Manitowoc Street
Suite 1
Reedsville, WI 54230
PHONE: (920) 754-4723
1-800-235-3252
FAX: (920)754-4200

www.lorriganconstruction.com

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OF
BILL LORRIGAN CONSTRUCTION, INC.

PROFESSIONAL SEAL(S)

PROJECT INFO:

**ROBINSON
60X310
23-540**

REVISION SCHEDULE

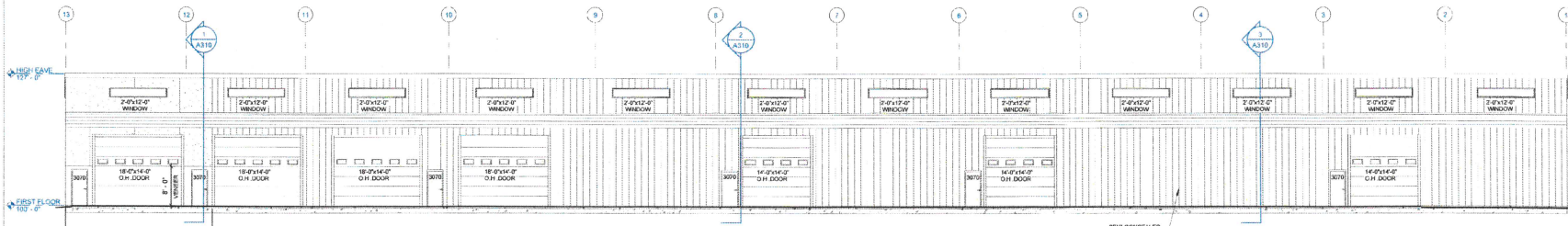
MARK	DATE	DESCRIPTION
1	04/02/24	ISSUED FOR REVIEW

DATE: FEBRUARY 2, 2023
PRELIMINARY NO: 23-540
CONTRACT NO: 23-540
PROJECT MANAGER: R. LORRIGAN
SUPERVISOR: LORRIGAN
DRAWN BY: E.J.A.
SHEET TITLE:
**ARCHITECTURAL
SITE PLAN**

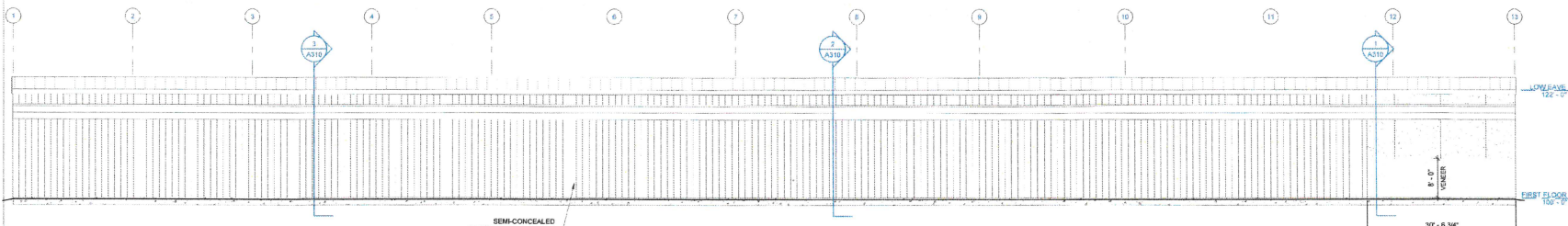
G400

4/4/2024 11:18:33 AM

\\server2024\hmc\cadd\Drawings\08502023_0803-045 Robinson 60x310\11\23-540 Robinson 60x310 (2-27-24).rvt



SOUTH EXTERIOR ELEVATION



NORTH EXTERIOR ELEVATION



437 Manitowoc Street
Suite 1
Reedsville, WI 54230
PHONE: (920) 754-4723
1-800-235-3252
FAX: (920)754-4200

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BILL LORRIGAN CONSTRUCTION, INC.

PROFESSIONAL SEAL(S)

PROJECT INFO:

**ROBINSON
60X310**

23-540

REVISION SCHEDULE

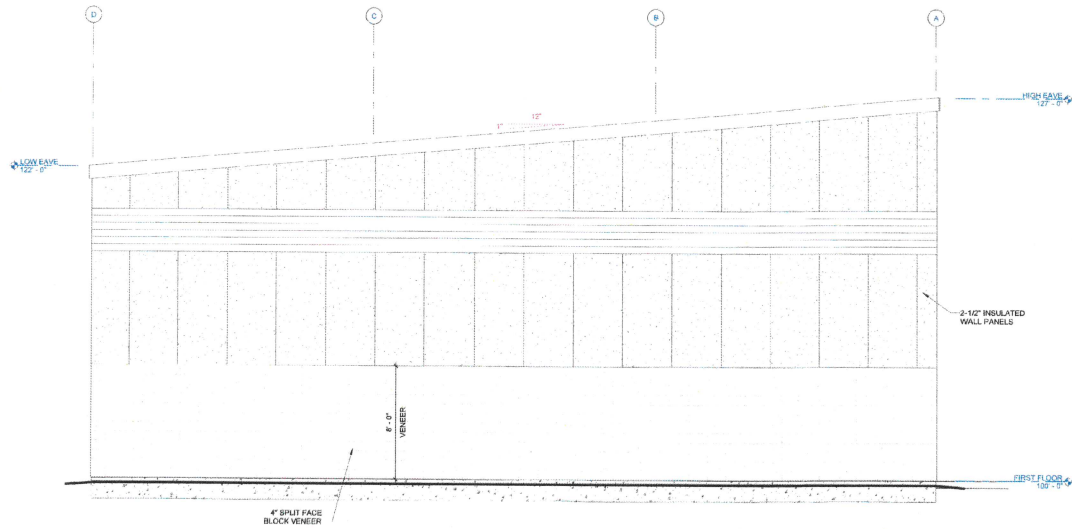
MARK	DATE	DESCRIPTION
1	04/02/24	ISSUED FOR REVIEW

DATE: FEBRUARY 2, 2023
PRELIMINARY NO: 23-540
CONTRACT NO: 23-540
PROJECT MANAGER: R. LORRIGAN
SUPERVISOR: LORRIGAN
DRAWN BY: E.J.A.

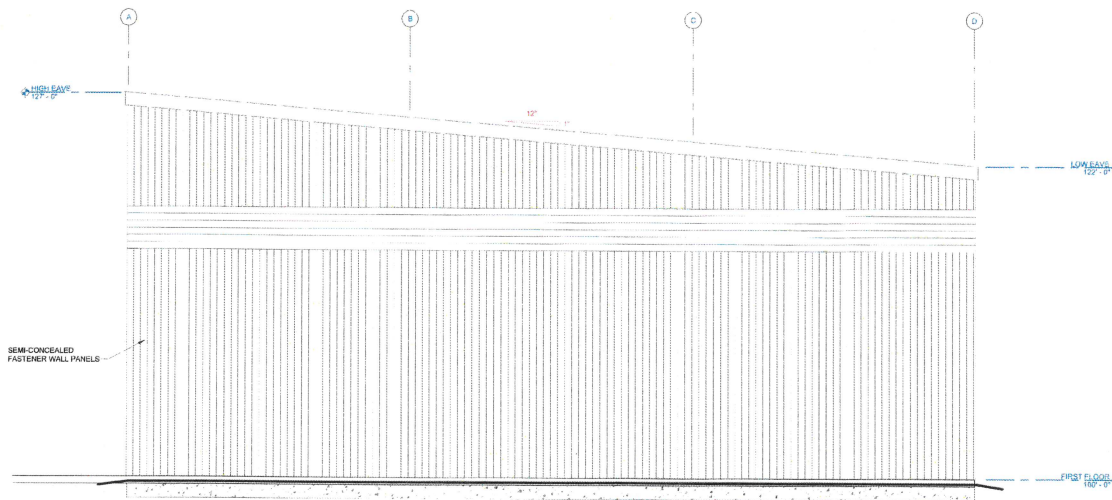
SHEET TITLE:
**EXTERIOR
ELEVATIONS**

A300

4/4/2024 11:18:39 AM



WEST EXTERIOR ELEVATION



EAST EXTERIOR ELEVATION



437 Manitowoc Street
 Suite 1
 Reedsville, WI 54230
 PHONE: (920) 754-4723
 1-800-235-3252
 FAX: (920)754-4200

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PROFESSIONAL SEAL(S)

PROJECT INFO:

**ROBINSON
 60X310**

23-540

REVISION SCHEDULE

MARK	DATE	DESCRIPTION
1	04/02/24	ISSUED FOR REVIEW

DATE: FEBRUARY 2, 2023
 PRELIMINARY NO.: 23-540
 CONTRACT NO.: 23-540
 PROJECT MANAGER: R. LORRIGAN
 SUPERVISOR: LORRIGAN
 DRAWN BY: E.J.A.

SHEET TITLE:
**EXTERIOR
 ELEVATIONS**

A301

\\naevr201\share\CAD\CAD Drawings\08182023_300013461_Robinson_60x310\Rev\1035460_Robinson_60x310_022724.rvt

May 9th, 2024

Property Address: **1633 YELLOW BRIAR DR, TOWN OF LAWRENCE**

Property Description: **171,847 SQ FT LAWRENCE BUSINESS PARK LOT 1 & N 39 FT OF LOT 2**

To whom it may concern:

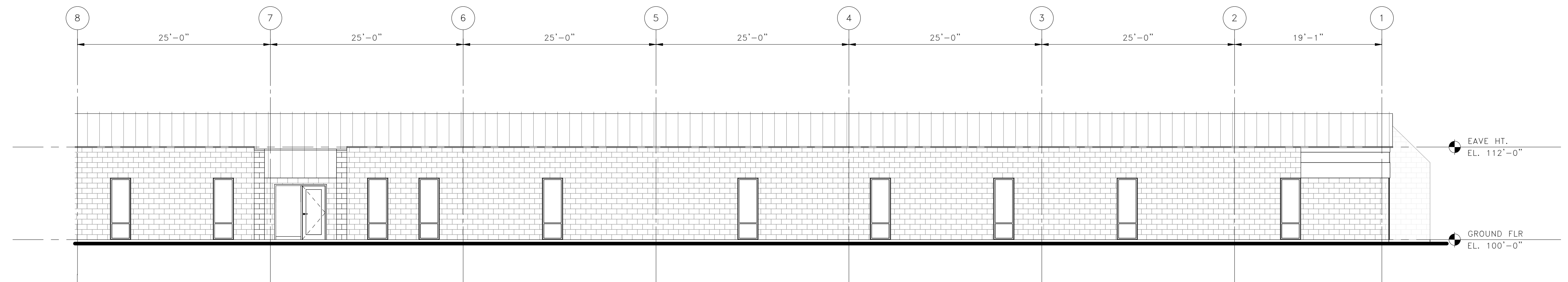
I am a professional consultant forester with a Bachelor's of Science degree from the University of Wisconsin-Stevens Point. I was asked to visit the Robinson property to assess the overall health of the trees and more specifically the health of the Ash trees. As many of us are aware, over the past 5 years or so Emerald Ash Borer has vastly spread across the wooded lands of Wisconsin. Most areas with high volumes of Ash trees are either completely dead at this point or showing great decline.

Upon further examination of this property, it is my professional advice that just the Ash be removed in the area between the established harvest buffer and the residential housing. My reasoning for this is purely an ecological view. We are in full swing of springtime here in Wisconsin and trees should all have buds or flowers at this point. Most if not all of the ash shows no signs of life at this point. Leaving these trees would be a disservice to the woods and will create an eye sore for both the residential and business folks. Another factor in leaving the ash is that as they continue dying and falling, some could fall onto the residential property and become work to clean-up at that point. From an aesthetics stand point, eye level to those living in the residential area shouldn't be affected by the removal of trees whose crown cover is all well over the sight line of the people. Ultimately, removing the ash will help new understory trees, shrubs, and brush to establish and ultimately thicken up the buffer between the two properties.

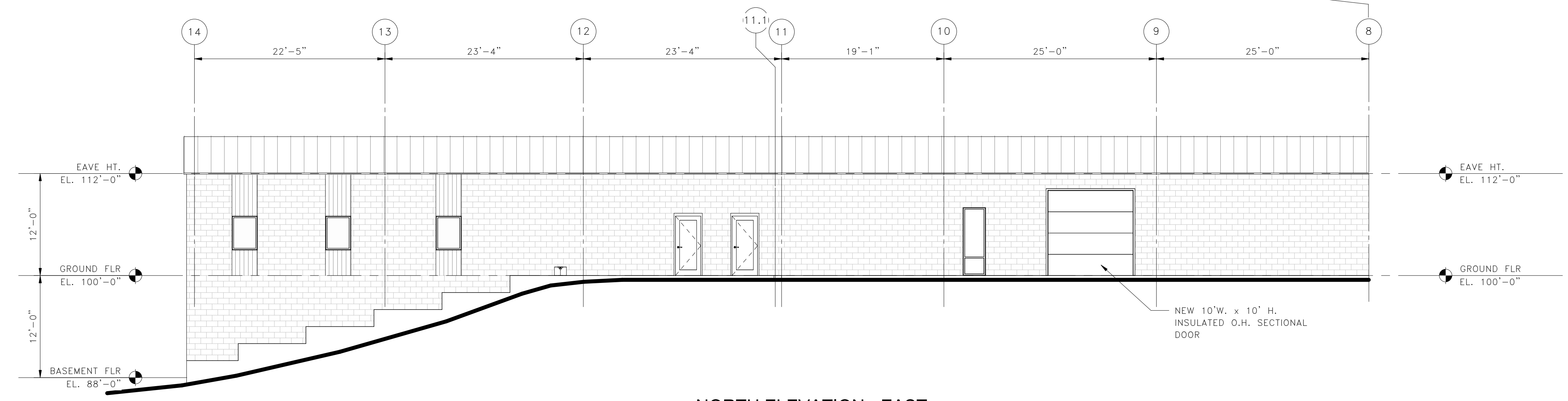
With all of these factors being taken into consideration, it is my professional advice that the ash trees be removed from the buffer area between Robinson and the residential subdivision. If there are any questions or additional information needed from me my contact information is at the bottom. Thank you.



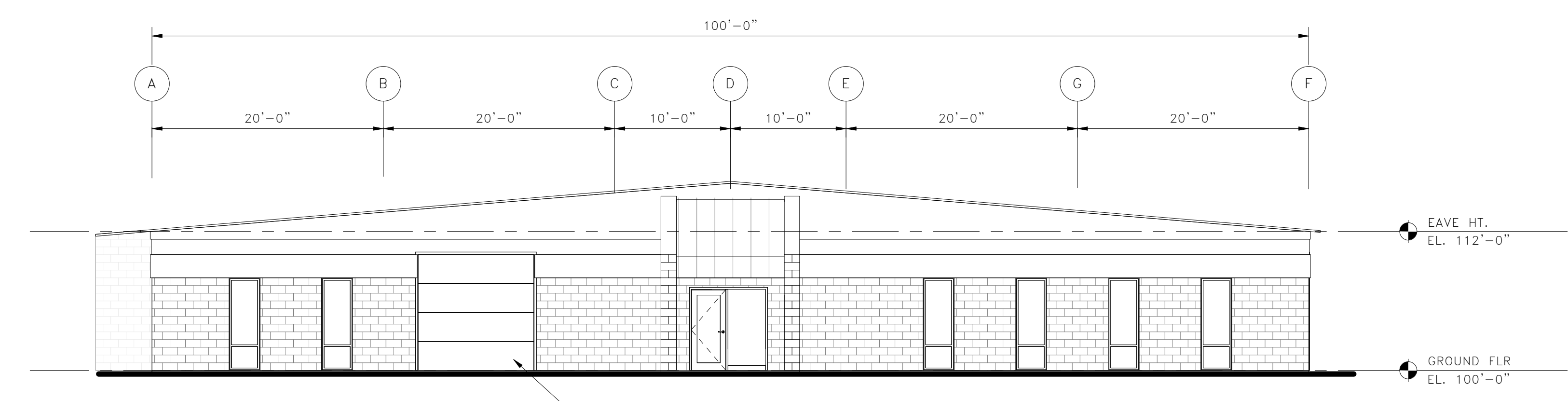
IJF Forestry Consulting, LLC
N4002 Hwy 45 North
Antigo, WI 54409
(715) 216-4968
Email: ivan22flannery@gmail.com



NORTH ELEVATION - WEST
 SCALE: 1/8" = 1'-0"



NORTH ELEVATION - EAST
 SCALE: 1/8" = 1'-0"



WEST ELEVATION
 SCALE: 1/8" = 1'-0"

AUTHORIZATION NUMBER:
 VHC INC.
 1665 YELLOW BRIAR DRIVE
 CHANGE OF USE / LEVEL 3 ALTERATION
 NORTH & WEST BUILDING ELEVATIONS

STATUS/REVISION	DATE	DESCRIPTION	DRAWN BY	CHKD BY	APPRD BY

DRAWING STATUS CODES:

- A | Preliminary not for Construction
- B | Approval not for Construction
- C | Freeze not for Construction
- D | Bid not for Construction
- E | Reference not for Construction
- F | Fabrication
- G | Construction
- H | Record

DATE DRAWN: XX/XX/XXXX DRAWN BY: XXX
 SHEET SIZE: 24" x 36"
 BAISCH PROJECT NUMBER: XXXXXXXXXX
 DRAWING NUMBER: A-01-102

Preliminary
 04/03/2024 3:57:37 PM

GENERAL NOTES:

1. CONTRACTOR SHALL LOCATE ALL PUBLIC AND PRIVATE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
2. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. SEE SHEET ___ FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
6. VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
7. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
8. PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
9. COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
10. PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
11. SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
12. ALL NEW CONCRETE PAVEMENT AND CURB ON ADJACENT STREET SHALL BE TIED IN ACCORDANCE WITH DETAIL ___ ON SHEET
13. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

PAVEMENT HATCH PATTERNS:

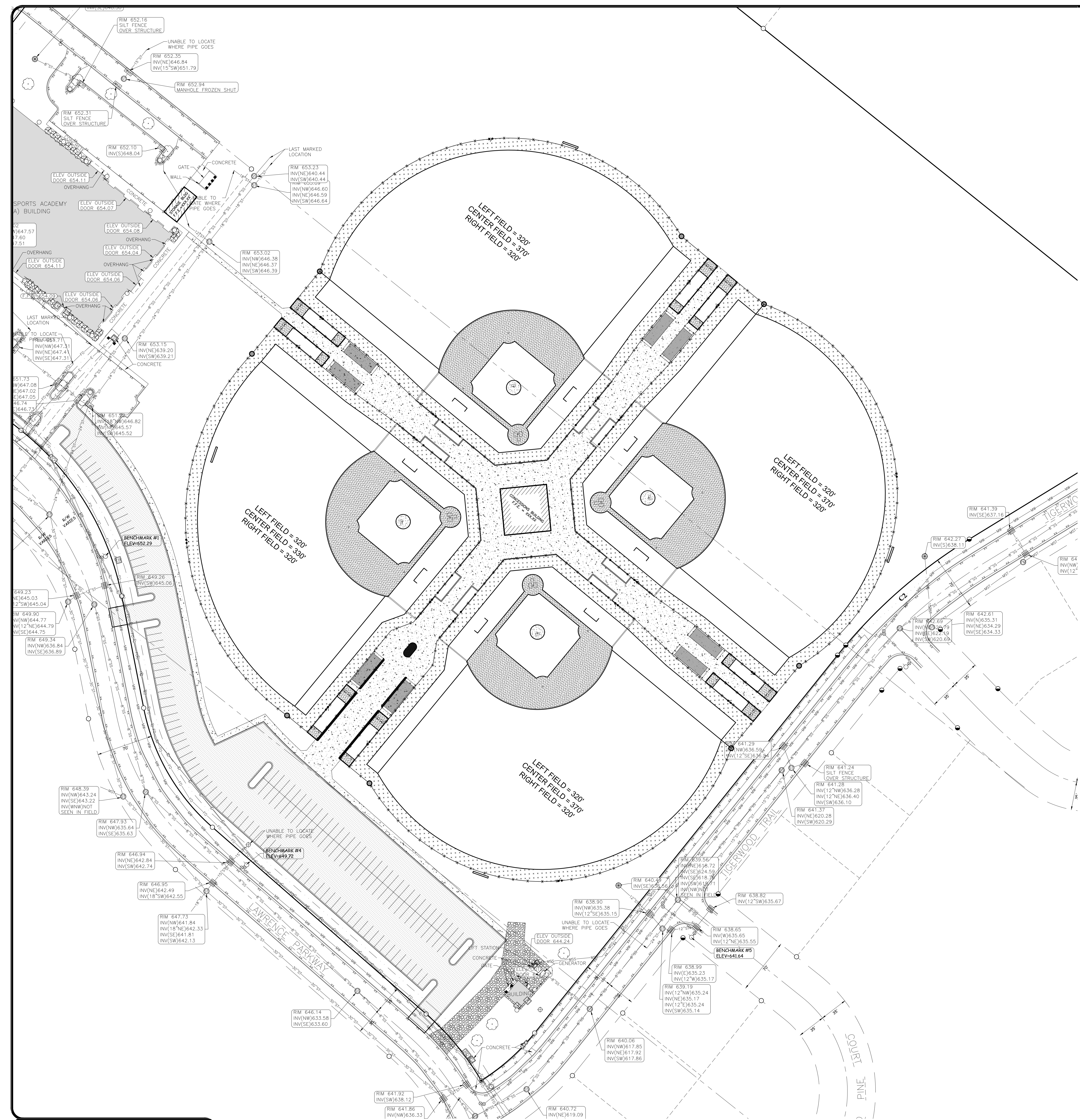
PROPOSED STANDARD ASPHALT PAVEMENT		XXX XXX
PROPOSED HEAVY DUTY ASPHALT PAVEMENT		XXX XXX
PROPOSED STANDARD CONCRETE PAVEMENT		XXX XXX
PROPOSED REINFORCED CONCRETE PAVEMENT		XXX XXX
PROPOSED GRAVEL DRIVE		XXX XXX

BENCHMARK:

- ELEVATIONS ARE REFERENCED TO NAVD 88 DATUM.
- BENCHMARK #1**
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF LAWRENCE PARKWAY, APPROXIMATELY 535 FEET SOUTHEAST OF THE INTERSECTION OF LAWRENCE PARKWAY AND FRENCH ROAD. ELEVATION = 652.29
- BENCHMARK #2**
BURY BOLT ON HYDRANT, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LAWRENCE PARKWAY AND FRENCH ROAD. ELEVATION = 658.63
- BENCHMARK #3**
BURY BOLT ON HYDRANT, LOCATED ON THE EAST SIDE OF FRENCH ROAD, APPROXIMATELY 490 FEET NORTHEAST OF THE INTERSECTION OF FRENCH ROAD AND LAWRENCE PARKWAY. ELEVATION = 660.35
- BENCHMARK #4**
BURY BOLT ON HYDRANT, LOCATED ON THE NORTH SIDE OF LAWRENCE PARKWAY, APPROXIMATELY 420 FEET NORTHWEST OF THE INTERSECTION OF LAWRENCE PARKWAY AND TIGERWOOD TRAIL. ELEVATION = 649.72
- BENCHMARK #5**
BURY BOLT ON HYDRANT, LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF TIGERWOOD TRAIL AND EDGWOOD COURT. ELEVATION = 641.64

UTILITY DISCLAIMER:

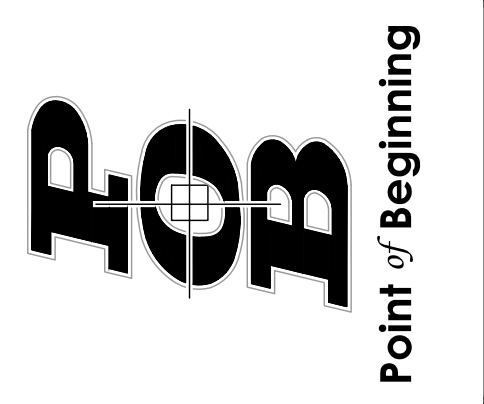
THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



LAYOUT PLAN - OVERALL

IMPACT SPORTS ACADEMY FIELD EXPANSION TOWN OF LAWRENCE BROWN CO, WI

Civil Engineering
Land Surveying
Landscape Architecture
4941 Kirschling Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)



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Agenda Item Review

Meeting Date: 5/13/224
Agenda Item#: 16

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director of DPW
AGENDA ITEM: Sewer Ordinance

FISCAL IMPACT:

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

Item History Every year the town files a Compliance Maintenance Annual Report (CMAR) to the DNR for our sanitary sewer system. This past year the DNR has asked us to review and update our ordinance, which hasn't happened since 2002. We found some updates to names and references. We have updated the ordinance to current standards.

Recommended Action: Recommend approving to repeal of the current ordinance and replacing it with the updated version.

ORDINANCE 2024-004 OF THE TOWN OF LAWRENCE, WISCONSIN TO REPEAL AND REPLACE CHAPTER 216 SEWER ORDINANCE

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

Section 1: Town of Lawrence Ordinance Chapter 216 is hereby repealed and replaced to read as follows:

§ 216-1 Authority.

The Town Board of the Town of Lawrence has the specific authority under § 60.77, Wis. Stats., and the general authority under its Village powers to adopt this article.

§ 216-2 Introduction and purpose.

The purpose of this article is to regulate the use of public and private sewers and drains, private wastewater disposal, the installation and connection of building sewers, and the discharge of water and waste into the public sewer system and to provide penalties for violations thereof and for the levying and collection of wastewater treatment user charges and cost recovery charges in the Lawrence Utility District, County of Brown, State of Wisconsin.

§ 216-3 Definitions.

- A. All words in the present tense include the future tense, all words in the singular number include the plural, and all words in the plural number include the singular number; unless the natural construction of the wording indicates otherwise, the word "shall" is mandatory; "may" is permissible. The word "used" includes the words "designed or intended to be used."
- B. For the purpose of this article, certain terms used herein are defined as follows:

AMMONIA NITROGEN

One of the oxidation states of nitrogen, in which nitrogen is combined with hydrogen in molecular form as NH₃ or in ionized form as NH₄⁺. Quantitative determination of ammonia nitrogen shall be made in accordance with procedures set forth in Standard Methods.

APPROVING AUTHORITY

The **Board of Commissioners Town Board** of the Lawrence Utility District or its duly authorized deputy, agent, or representative.

BIOCHEMICAL OXYGEN DEMAND (BOD5)

The quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20° C., expressed in milligrams per liter. Quantitative determination of BOD5 shall be made in accordance with procedures set forth in Standard Methods.

BUILDING DRAIN

That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER

The extension from the building drain to the public sewer or other place of disposal, also called "house connection." Once constructed, building sewer maintenance shall be the responsibility of the property owner.

CHLORINE REQUIREMENT

The amount of chlorine, in milligrams per liter, which must be added to wastewater to produce a specified residual chlorine content in accordance with procedures set forth in Standard Methods.

COMBINED SEWER

Any sewer intended to serve as a sanitary sewer and a storm sewer.

COMMERCIAL USER

Any user whose premises is used primarily for the conduct of a profit-oriented enterprise in the fields of construction, wholesale or retail trade, finance, insurance, real estate or services and who discharges primarily normal domestic wastewater. This definition shall also include multifamily residences having three or more units served by a single service.

COMPATIBLE POLLUTANT

Biochemical oxygen demand, suspended solids, pH, or fecal coliform bacteria, plus additional pollutants identified in the WPDES permit for the publicly owned treatment works receiving the pollutants, if such works was designed to treat such additional pollutants and in part does remove such pollutants to a substantial degree.

COMPOSITE SAMPLE (24 HOURS)

The combination of individual samples taken at intervals of not more than one hour.

EASEMENT

An acquired legal right for the specific use of land owned by others.

FIXED CHARGE

The charge for the cost of debt retirement associated with construction, erection, modification or rehabilitation of the wastewater collection system. The charge shall be above the treatment, operation and maintenance and replacement charges.

FLOATABLE OIL

Fat, oil, and grease (FOG) in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

FLOW PROPORTIONAL SAMPLE

A sample that is proportional to the volume of the flow during the sampling period.

GARBAGE

The residue from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of food products and produce.

GROUND GARBAGE

The residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

INCOMPATIBLE POLLUTANT

Any pollutant which is not a compatible pollutant which will adversely affect or disrupt the quality of wastewater treatment if discharged to a wastewater treatment facility.

INDUSTRIAL USER

Any user whose premises is used primarily for the conduct of a profit-oriented enterprise in the fields of manufacturing, transportation, communications, or utilities, mining, agriculture, forestry, or fishing.

INDUSTRIAL WASTE

Any trade or process waste as distinct from segregated domestic wastes or wastes from sanitary conveniences.

INTERCEPTOR SEWER

A sewer whose primary purpose is to convey wastewater from a collection system or systems to a wastewater treatment facility. Size of the sewer is not a factor.

MAJOR CONTRIBUTING INDUSTRY

An industrial or commercial facility that is a user of publicly owned treatment works and:

- (1) Has a waste discharge flow of 50,000 gallons or more per average workday;
- (2) Has a waste discharge flow greater than 5% of the flow carried by the municipal system receiving the waste;
- (3) Has in its waste a toxic pollutant in toxic amounts as defined in Chapter NR 215 of the Wisconsin Administrative Code; or
- (4) Has a waste which the approving authority determines has or, in the case of a new source, will have a significant impact, either singly or in combination with other wastes, on the publicly owned treatment works or on the quality of effluent from such works.

NATURAL OUTLET

Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

NORMAL DOMESTIC WASTEWATER

Sanitary wastewater resulting from the range of normal domestic activities, in which BOD₅, SS, P or NH₃ concentrations do not exceed normal concentrations of:

- (1) A five-day, 20° C., BOD₅ concentration of not more than 250 milligrams per liter.
- (2) A suspended solids concentration of not more than 250 milligrams per liter.
- (3) A phosphorus concentration of not more than 12 milligrams per liter.
- (4) An ammonia nitrogen concentration of not more than 25 milligrams per liter.

OPERATION AND MAINTENANCE (O&M) COSTS

Includes all costs associated with the operation and maintenance of the wastewater collection system, as well as the costs associated with periodic equipment replacement necessary for maintaining capacity and performance of the wastewater collection system.

PARTS PER MILLION

A weight to weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

PERSON

Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.

pH

The logarithm (base 10) of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen ion concentration of 10^{-7} .

PHOSPHORUS (P)

Total phosphorus in wastewater, which may be present in any of three principle forms: orthophosphates, polyphosphates, and organic phosphates. Quantitative determination of total phosphorus should be made in accordance with procedures set forth in Standard Methods.

PRETREATMENT

An arrangement of devices and structures for the preliminary treatment or processing of wastewater required to render such wastes acceptable for admission to the public sewers.

PUBLIC AUTHORITY

Any user whose premises is used for the conduct of the legislative, judicial, administrative, or regulatory activities of federal, state, local, or international units of government; government-owned educational facilities; government-owned health facilities; or government-owned recreational facilities. This does not include government-owned or -operated business establishments.

REPLACEMENT COSTS

Expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the collection system to maintain its design capacity and performance for which the system was designed and constructed. Operation and maintenance costs include replacement costs.

RESIDENTIAL USER

Any user whose premises is used primarily as a domicile for one or more persons and discharges only domestic wastes, but not including dwellings classified as "commercial users."

SANITARY SEWER

A sewer that carries sanitary and industrial water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with minor quantities of groundwater, stormwater, and surface water that are not admitted intentionally.

SEGREGATED DOMESTIC WASTES

Wastes from nonresidential sources resulting from normal domestic activities. These activities are distinguished from industrial, trade, and/or process discharge wastes.

SEWAGE

The spent water of a community. The preferred term is "wastewater."

SEWAGE SYSTEM

The composite network of underground conduits carrying wastewater and appurtenances incidental thereto (i.e., manholes, lift stations, and service lateral). This includes intercepting sewers and the sanitary sewers.

SEWER

A pipe or conduit that carries wastewater or drainage water.

SEWER USER CHARGE

The charge levied on users of the wastewater collection system for the user's proportional share of the capital-related expenses, as well as operation and maintenance (including replacement) costs of said facilities.

SLUG

Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average twenty-four-hour concentration or flows during normal operation and shall adversely affect the system and/or performance of the wastewater treatment works.

STANDARD METHODS

The examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

STORM DRAIN (sometimes termed "storm sewer")

A drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

STORMWATER RUNOFF

That portion of the rainfall that is drained into the sewers.

SUSPENDED SOLIDS (SS)

Solids that either float on the surface of or are in suspension in water, wastewater, or other liquids and that are removable by laboratory filtering as prescribed in Standard Methods and are referred to as "nonfilterable residue."

UNMETERED USER

A user who is not connected to the municipal water system and thereby does not have his private water supply metered.

UNPOLLUTED WATER

Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

USER CHARGE SYSTEM

That system which generates operation and maintenance (O&M) and replacement revenues equitably for providing each user category with services.

USER CLASSES

Categories of users having similar flows and water characteristics: levels of biochemical oxygen demand, suspended solids, phosphorus, ammonia nitrogen, etc. For the purpose of this article, there shall be four user classes: residential, commercial, industrial, and public authority.

UTILITY DISTRICT (UTILITY)

The Lawrence Water and Sewer Utility District, Brown County, State of Wisconsin.

WASTEWATER

The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

WASTEWATER FACILITIES

The treatment works defined in "wastewater treatment works" exclusive of interceptor sewers and wastewater collection systems. All wastewater treatment is provided by ~~the Green Bay Metropolitan Sewerage District~~ **NEW Water** and all references to treatment facilities refer to those facilities owned and operated by ~~the Green Bay Metropolitan Sewerage District~~ **NEW Water**.

WASTEWATER TREATMENT WORKS

An arrangement of devices and structures for the storage, treatment, recycling, and reclamation of wastewater, liquid industrial wastes, and sludge. These systems include interceptor sewers, outfall sewers, wastewater collection systems, individual systems, pumping, power, and other equipment and their appurtenances; any works that are an integral part of the treatment process or are used for ultimate disposal of residues from such treatment; or any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal or industrial wastes.

WATERCOURSE

A natural or artificial channel for the passage of water either continuously or intermittently.

WPDES PERMIT

Wisconsin Pollutant Discharge Elimination System permit. General provisions are stated in Chapter NR 205 of the Wisconsin Administrative Code.

§ 216-4 Use of public sewers.

- A. Sanitary sewers. No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage, or cooling water to any sanitary sewer, except that stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the approving authority.
- B. User connections.
 - (1) The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the Utility District and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the Utility District, is hereby required at the owner's expense to install suitable toilet facilities therein and connect such facilities directly to the proper sewer in accordance with the provisions of this article within six months after the date of official notice from the Utility District. The Utility District Administrator shall be responsible for properly notifying the owner(s).
 - (2) The sewer service charges contained in the user charge system shall take effect as of the day a connection to the sewer is made.
- C. Storm sewers. Stormwater other than that exempted under Subsection A and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the approving authority and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the approving authority, to a storm sewer or natural outlet.
- D. Prohibitions and limitations.

- (1) Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
 - (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any treatment process, constitute a hazard to humans or animals or create a public nuisance in the receiving water of the wastewater treatment works.
 - (c) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works.
 - (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
 - (e) The following described substances, materials, waters, or wastes shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, or public property or constitute a nuisance. The approving authority may set limitations lower than the limitations established in the regulations below if in its opinion such more severe limitations are necessary to meet the above objectives. In forming an opinion as to the acceptability, the approving authority will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of wastes or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the approving authority are as follows:
 - [1] Wastewater having a temperature higher than 150° F. (65° C.).
 - [2] Wastewater containing more than 25 milligrams per liter of petroleum, oil, nonbiodegradable cutting oils, or product of mineral oil origin.
 - [3] Wastewater from industrial plants, hotels, restaurants, hospitals, institutions, catering establishments or similar places containing floatable excess oils, fat, or grease.
 - [4] Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
 - [5] Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the approving authority for such materials.
 - [6] Any waters or wastes containing odor-producing substances exceeding limits which may be established by the approving authority.
 - [7] Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established

by the approving authority in compliance with applicable state or federal regulations.

- [8] Quantities of flow, concentrations, or both which constitute a slug as defined herein.
- [9] Water or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- [10] Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
- [11] Materials which exert or cause:
 - [a] Unusual BOD₅, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
 - [b] Unusual volume of flow or concentration of wastes constituting slugs as defined herein.
 - [c] Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate.)
 - [d] Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
- (2) No wastewater, regardless of character, shall be discharged to the wastewater system in such a manner as to interfere with the designed operation of the collection system or treatment facilities or to cause the treatment works to exceed the limits established by the WPDES permit.
- E. Special arrangements. No statement contained in this section shall be construed as prohibiting any special agreement between the Utility District and any person whereby an industrial waste of unusual strength or character may be admitted to the wastewater treatment works, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater treatment works by reason of the admission of such wastes and no extra costs are incurred by the Utility District without recompense by the person, provided that all rates and provisions set forth in this article are recognized and adhered to.
- F. New connections. New connections to the sewer system shall not be permitted if there is insufficient capacity in the treatment works to adequately transport and/or treat, as required by the WPDES permit, the additional wastewater anticipated to be received from such connections.

§ 216-5 Control of industrial wastes directed to public sewers.

- A. Submission of basic data.
 - (1) Within three months after passage of this article, firms discharging industrial wastes to a public sewer shall prepare and file with the approving authority a report that shall include pertinent data relating to the quantity and characteristics of the wastes discharged to the wastewater works. Such information shall be provided as per Chapter NR 101 of the Wisconsin Administrative Code.
 - (2) Similarly, each person desiring to make a new connection to the public sewer for the purpose of discharging industrial waste shall prepare and file with the approving authority a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.
- B. Extension of time. When it can be demonstrated that circumstances exist which would create an

unreasonable burden on the person to comply with the time schedule imposed by Subsection A, a request for extension of time may be presented for consideration to the approving authority.

C. Industrial discharges.

- (1) If any waters or wastes are discharged or proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in § **216-4D** and which, in the judgment of the approving authority, may have a deleterious effect upon the wastewater works, processes, equipment, or receiving waters, or which otherwise create a hazard to life or health or constitute a public nuisance, the approving authority may:
 - (a) Reject the wastes;
 - (b) Require pretreatment to an acceptable limit for discharge to the public sewers;
 - (c) Require control over the quantities and rate of discharge; and/or
 - (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of § **216-4E**.
- (2) The toxic pollutants subject to prohibition or regulation under this section shall include, but need not be limited to, the list of toxic pollutants or combination of pollutants established by Section 307(a) of the Clean Water Act of 1977 and subsequent amendments. Effluent standards or prohibitions for discharge to the sanitary sewer shall also conform to the requirements of Section 307(a) and associated regulations.
- (3) Pretreatment standards for those pollutants which are determined not to be susceptible to treatment by the treatment works or which would interfere with the operation of such works shall conform to the requirements and associated regulations of Section 307(b) of the Clean Water Act of 1977 and subsequent amendments. The primary source for such regulations shall be 40 CFR 403, General Pretreatment Regulations for Existing and New Sources of Pollution.

D. Control manholes.

- (1) Each user discharging industrial wastes into a public sewer shall construct and maintain one or more control manholes or access points to facilitate observation, measurement and sampling of the waste, including domestic wastewater.
- (2) Control manholes or access facilities shall be located and built in a manner acceptable to the approving authority. If measuring devices are to be permanently installed, they shall be of a type acceptable to the approving authority.
- (3) Control manholes, access facilities, and related equipment shall be installed by the user discharging the waste, at the user's expense, and shall be maintained by the user so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the approving authority prior to the beginning of construction.

- E. Metering of industrial waste. Devices for measuring the volume of waste discharged may be required by the approving authority if this volume cannot otherwise be estimated. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the discharger. A maintenance schedule must be accepted by the approving authority. Following approval and installation, such meters may not be removed without the consent of the approving authority.

F. Waste sampling.

- (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and determination of character and concentration of said wastes. The determination shall be made by the industry as often as may be deemed necessary by the approving authority.
- (2) Sampling shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the approving authority.
- (3) Installation, operation, and maintenance of the sampling facilities shall be the responsibility of the user discharging the waste and shall be subject to the approval of the approving authority. Access to sampling locations shall be granted to the approving authority or its duly authorized representatives at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

G. Analyses.

- (1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the approving authority.
- (2) Determination of the character and concentration of the industrial waters shall be made by the user discharging them, or his agent, as designated and required by the approving authority. The Utility District may also make its own analysis of the wastes and these determinations shall be binding as a basis for charges.

H. Pretreatment. Where required, in the opinion of the approving authority, to modify or eliminate wastes that are harmful to the structures, processes or operation of the wastewater treatment works, the person shall provide at his expense such preliminary treatment or processing facilities as may be determined required to render his wastes acceptable for admission to the public sewers.

I. Submission of information. Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or processing facilities shall be submitted for review of the approving authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

J. Grease and/or sand interceptors. Grease, oil, and sand interceptors shall be provided when, in the opinion of the approving authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in § 216-4D(1)(d) and (e)[3], or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters of dwelling units. All interceptors shall be of a type and capacity approved by the approving authority and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the approving authority. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by currently licensed waste disposal firms.

K. Grease trap and/or sand interceptor annual report. A completed grease trap and sand interceptor maintenance report shall be returned to the Town Utility District Clerk at 2595 French Road 2400 Shady Court, DePere, WI 54115, by January 31 each year for the previous year.

- L. Additional restrictions. Compliance with the ~~Green Bay Metropolitan Sewerage District~~ **NEW Water** Sewer Use Ordinance is required for all sections.

§ 216-6 Right of entry; safety and identification.

- A. Right of entry. The collection system operator or other duly authorized representative of the Utility District bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, and testing, all in accordance with the provisions of this article and § 196.171, Wis. Stats. The operator or other duly authorized representative of the Utility District shall have no authority to inquire into any process beyond that point having a direct bearing on the kind and source of discharge to the sewers and waterways of facilities for wastewater treatment.
- B. Safety. While performing the necessary work on private premises referred to in Subsection A, the duly authorized Utility District representatives shall observe all safety rules applicable to the premises established by the owner or occupant, and the Utility District shall indemnify the owner against loss or damage to its property by Utility District representatives and against the liability claims and demands for personal injury or property damage asserted against the owner and growing out of gauging and sampling operations, except as such may be caused by negligence or failure of the owner to maintain safe conditions as required in § 216-5D.
- C. Identification; right to enter easements. The collection system operator and other duly authorized representatives of the Utility District bearing proper credentials and identification shall be permitted to enter all private properties through which the Utility District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater treatment works lying within said easement, all subject to the terms, if any, of the agreement.

§ 216-7 Sewer construction (building sewers).

- A. Work authorized. No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the approving authority.
- B. Cost of sewer connection. All expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Utility District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- C. Use of old building sewers. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the approving authority, to meet all requirements of this article.
- D. Materials and methods of construction. The size, slope, alignment, and materials of construction of the building sewer and methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the Utility District. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.
- E. Building sewer grade. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary wastewater carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- F. Stormwater and groundwater drains.
- (1) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or

other sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a public sanitary sewer.

- (2) Any person in violation of this subsection shall disconnect all downspouts, groundwater drains, etc., no later than 60 days from the date of an official written notice by the approving authority. If any person fails to comply after the expiration of the time provided, the approving authority may cause disconnection to be made.
- G. Conformance to Plumbing Code. The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the Utility District or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the approving authority before installation.
- H. Inspection of connection. The applicant for the building sewer permit shall notify the approving authority when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the approving authority.
- I. Barricades; restoration. All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Utility District.

§ 216-8 Connections to Utility District wastewater collection system.

- A. Application to connect to existing wastewater system. Any person located out of the Utility District desiring to connect any wastewater system with the wastewater treatment works of the approving authority shall make application to the approving authority for permission to make such connection or use. Said applications shall be made in writing by duly authorized officials or person and shall be accompanied by a complete set of plans showing location, size, kind of sewer pipe, grades, and elevations of the inverts at manholes, elevations of manhole tops, distance between manholes, and complete details of all appurtenances. A similar map of the storm sewer system, if such system exists, shall also be submitted.
- B. Application to connect proposed new wastewater system. Any person located out of the corporate limits of the Utility District desiring to connect a proposed new wastewater system to the wastewater treatment works shall make application to the approving authority for permission to make such connection or use. Said application shall be made in writing by duly authorized officials or person and shall be accompanied by two complete sets of plans and specifications, said plan to show the location, size, kind of sewer pipe, grades, elevations of the inverts at manholes, elevations of manhole tops, distance between manholes, and complete details of all appurtenances. The application shall include a statement of the location or locations at which it is desired to connect and a statement of the character of the wastewater to be transmitted. If the application is the first one made by a municipality, there shall be submitted a certified copy of the local plumbing and wastewater code. The first application of a utility district shall be accompanied by a description of the land embraced by it. If the plans and specifications are approved by the approving authority, they will be submitted by the applicant to the Wisconsin Department of Natural Resources and U.S. Environmental Protection Agency, or the statutory approving agency having jurisdiction. Copies of the plans for approval will be kept by the applicant and a copy of the approval letter shall be submitted to the approving authority before any connection or use of the treatment works commences.
- C. Alterations. Alterations to existing wastewater systems connected to the wastewater treatment works shall be treated as proposed new wastewater systems. The approving authority may modify this

provision if the sewer connection is not directly connected to an approving authority sewer and provided the person has previously presented and has had approved a general overall sewer plan. If such a modification is made, it will be done in writing and must be kept on file by the person to whom it applies.

- D. Permit to connect. Prior to permitting such connection or use, the approving authority may investigate, or cause to be investigated, the wastewater system for which such connection or use is requested. If the approving authority finds such system to be in a satisfactory condition, it will grant a permit for such connection or use. If the approving authority finds such system to be defective in operation, construction, design, or maintenance, the approving authority will so notify the applicant and will advise him that, upon completion of specified alterations, new construction, or changes in supervision or operation, a permit will be granted. Should the plans or specifications not be approved under Subsection **A, B** or **C**, one copy will be returned to the applicant, who will be informed as to the reason for nonapproval.
- E. Reserve capacity. Prior to permitting any connection or use of the treatment works, the approving authority shall ascertain that all downstream sewers, interceptors, lift stations, force mains, and treatment works have sufficient reserve capacity for volume, suspended solids, BOD5, and phosphorus removal to assure adequate collection and treatment of the additional wastewater contributed to the wastewater treatment works. The approving authority reserves the right to refuse a connection or use permit if the requirements of this subsection cannot be met with the granting of the permit.
- F. Inspections and supervision during construction. During the construction of any wastewater system which the approving authority has approved, the approving authority may, from time to time, inspect the same to see that said work is being done in accordance with the approval plans and specifications. Failure to make such inspections shall nullify the rights of the approving authority to require reconstruction should nonadherence to approved plans be subsequently discovered. Every person, in the construction of laterals or wastewater systems within his jurisdiction, shall require that such construction be under the direction of a Wisconsin registered professional engineer or licensed master plumber, if plan approval was obtained under his license. The engineer or master plumber shall keep accurate records of the location, depth, and length of the sewers as built and of the location of the Y-branches or slants.
- G. Permits not granted. Permits shall not be granted for the connection of combined sewers to the interceptors or municipal sewers. Permits shall not be granted for the connection of any proposed or existing storm sewers to the approving authority wastewater treatment works. Connection of catch basins or curb inlets to any sanitary sewer directly or indirectly connected to the wastewater treatment works is strictly prohibited.
- H. Physical connection. All proposed sewer connections shall be planned to be made at a manhole with the flow lines of the connecting sewer being at or below the manhole shelf or the connection shall be made through an approved drop. At least 24 hours before connection is to be made, notice of such intent must be given to the approving authority. When the actual connection is made, it must be done in the presence of an approving authority inspector.
- I. Records. Records of connections to the wastewater collection system shall be kept by the municipality in which such connections are made, and such records shall be available for inspection by the approving authority.

§ 216-9 Septic tank and holding tank waste disposal.

No septic tank or holding tank wastes shall be discharged to the collection system operated by the Utility District. The Utility District does not have facilities to provide wastewater treatment or facilities to accept such wastes. Such wastes typically have pollutant levels far in excess of domestic strength as defined in this

article. Because of their high strength and lack of receiving or treatment facilities, such wastes shall not be accepted by the Lawrence Utility District. ~~The Green Bay Metropolitan Sewerage District~~ **New Water** has receiving facilities for septic tank and holding tank disposal.

§ 216-10 Damaging or tampering with wastewater facilities.

- A. Willful, negligent or malicious damage. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the wastewater facilities. Any persons violating this provision shall be subject to immediate arrest under a charge of disorderly conduct.
- B. Liability for losses. Any person who intentionally, negligently, or accidentally violates any provisions of this article shall become liable to the Lawrence Utility District or any downstream user for any expenses, loss or damage occasioned by reason of such violation which the Utility District or any downstream user may suffer as a result thereof. This subsection shall be applicable whether or not a written notice of the violation was given as provided in § **216-11A** and without consideration for any penalties which may be imposed for a violation of this article.

§ 216-11 Violations and penalties.

- A. Written notice of violation. Any person found to be violating any provisions of this article shall be served by the Utility District with a written notice stating the nature of the violation and providing a reasonable time for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. Accidental discharge. Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer system which causes damage to the treatment facility and/or receiving body of water shall, in addition to a fine, pay the amount to cover damage, both values to be established by the approving authority.
- C. Continued violations. Any person, partnership or corporation, or any officer, agent or employee thereof, who or which shall continue any violation beyond the aforesaid notice time limit provided shall, upon conviction thereof, be subject to a penalty as provided in § **1-3** of this Code.
- D. Liability to Utility District for losses. Any person violating any provision of this article shall become liable to the Utility District for any expense, loss, or damage occasioned by reason of such violation which the Utility District may suffer as a result thereof.
- E. Difference of opinion. The Lawrence Utility District Attorney shall arbitrate differences between the approving authority and sewer users on matters concerning interpretation and execution of the provisions of this article by the approving authority.

§ 216-12 Appeals; procedures.

- A. Any user, permit applicant, or permit holder affected by any decision, action, or determination, including cease and desist orders, made by the approving authority interpreting or implementing the provisions of this article or in any permit issued herein may file with the Utility District Administrator a written request for reconsideration within 10 days setting forth in detail the facts supporting the user's request for reconsideration. The Utility District Administrator shall render a decision on the request for reconsideration to the user, permit applicant, or permit holder in writing within 15 days of receipt of request. If the ruling on the request for reconsideration made by the Utility District Administrator is unsatisfactory, the person requesting reconsideration may, within 10 days after notification of the Utility District Administrator's action, file a written appeal with the Lawrence Utility District Secretary.
- B. An annually set fee shall accompany any appeal to the ~~Board of Commissioners~~ **Town Board** of the Lawrence Utility District for a ruling. This fee may be refunded if the appeal is sustained in favor of the

appellant.

- C. The written appeal shall be heard by the ~~Board of Commissioners~~ **Town Board** of the Lawrence Utility District within 30 days from the date of filing. The ~~Utility District Board of Commissioners~~ **Town Board** shall make a final ruling on the appeal within 60 days from the date of filing.

§ 216-13 Amendments.

The ~~Board of Commissioners~~ **Town Board** of the Lawrence Utility District, through its duly qualified officers, reserves the right to amend this article in part or in whole wherever it may deem necessary, but such right will be exercised only after due notice to all persons concerned and proper hearing on the proposed amendment.

§ 216-14 Annual audit.

The Lawrence Utility District shall conduct an annual audit, the purpose of which shall be to reestablish the equity and adequacy of the user charges relative to changes in system operation and maintenance costs.

Article II
Sewer Extension Policy

[Adopted 10-19-1992]

§ 216-15 Definition; intent.

A sewer extension is defined as an addition to the sewer collection or interceptor system approved by the Wisconsin Department of Natural Resources as of spring 1991 and as amended. This policy is intended for an extension to vacant property or to areas not contemplated in the original sewer system layout as constructed in 1991 and 1992. Lands to be sewered must lie within the Utility District boundaries or be annexed to the District. (Note: 1991, constructed twenty-one-inch interceptor; 1992, constructed Hwy 41 W. Frontage Road Project.) The developer generally initiates the annexation process.

§ 216-16 Developer.

A developer is defined as a person owning and/or developing lands and requesting a sewer extension to the area being developed.

§ 216-17 Application; approved final plat or certified survey.

- A. The developer requesting a sewer extension must submit to the Utility District Commission an application in writing and an approved final plat or certified survey for lands to be sewered. This must be done prior to the design and construction of the sewer extensions. Plats and certified surveys must be accompanied by a certification from Town and county zoning officials stating that the land is zoned for the proposed use.
- B. The District will extend sewer mains in accordance with the following charges and the following conditions.

§ 216-18 Confirmation from County Planning Department and Sewerage District.

Prior to design, the developer must obtain written confirmation from the Brown County Planning Department that lands to be sewered are in the approved sewer service area. Also, written confirmation must be obtained from ~~the Green Bay Metropolitan Sewerage District (GBMSD)~~ **NEW Water** that said lands are currently a part of or will be annexed to ~~the GBMSD~~ **NEW Water**. If lands are not in the approved sewer service area or lands are not annexed to ~~the GBMSD~~ **NEW Water**, it will be the developer's responsibility acting through the Utility District to complete these actions.

§ 216-19 Design of extension; escrow account.

The Utility District shall select an engineering consultant to design all proposed sewer extensions. All costs

and expenses incident to the design and bidding, including engineer, permits and other fees associated with the connection or hookup to the Utility District collection or GBMSD New Water interceptor systems, shall be borne by the developer requesting the extension. Prior to the design of a sewer extension, the developer shall secure and furnish proof of an escrow account for the estimated amount of the design costs, the amount to be determined by the Utility District. The account shall be so arranged and an escrow agreement executed between the developer, the bank, and the Utility District Commission to allow the latter to withdraw monthly amounts from the account. The account shall be sufficient to cover payments to all parties under contract with the Utility District for the design of the sewer extension. This money will not be refunded if the project does not proceed to construction.

§ 216-20 Approval of construction plans and specifications.

The resulting construction plans and specifications shall be reviewed and approved by the Utility District and the GBMSD New Water prior to submittal to the Wisconsin Department of Natural Resources (WDNR). All plans shall conform to the standards of the WDNR and such additional requirements and standards that the Utility District and the GBMSD New Water may establish and shall be prepared by a professional engineer registered to practice in the State of Wisconsin. All construction contracts shall be subject to Wisconsin Statute public contract competitive bidding requirements. The Utility District's engineering consultant shall perform on-site inspection and contract administration during construction of the sewer extension.

§ 216-21 Responsibility for costs of extension.

The person who requests the extension shall pay the entire cost of said extension, including the manhole or manholes that are part of the extension. Prior to the District signing contracts for the project construction, the persons requesting the extension shall escrow in the District's banking institution a dollar amount equal to the construction, engineering, administration, staking and inspection costs for the project.

§ 216-22 Easements.

The developer requesting the sewer extension shall assist in securing all required utility easements, the location and width of which shall be determined by the District and the GBMSD New Water. The District will furnish blank easement forms to the person who will be responsible for the proper legal description of the easement parcel and for the proper execution of the easement by the grantor. All completed easements shall be submitted to the District, designated as the grantee, for its review and shall be recorded at the County Register of Deeds office by the District. The cost of easement preparation through recording shall be charged to the developer.

§ 216-23 Special agreements.

The developer requesting the sewer extension shall also execute any other special agreements deemed necessary by the Utility District.

§ 216-24 Laterals.

Laterals shall be installed to the property line of each proposed lot as shown on the approved final plat or certified survey map, the cost of which shall be paid by the developer as part of the escrow for construction of the sewer extension.

§ 216-25 Connection charge.

A connection charge as provided in the Town Fee Schedule will be levied against each lot. The per-lot connection charge shall be increased annually in an amount not to exceed the percentage increase in the U.S. Department of Labor Consumer Price Index. The increase applied per the price index will be from January 1, 1993, to the date of connection of the extension to the District sewer system.

§ 216-26 Additional rules and regulations.

All the rules and regulations in the State Plumbing and State Building Codes and building rules of the Department of Safety and Professional Services and the Department of Natural Resources of the State of

Wisconsin and ~~Green Bay Metropolitan Sewerage District~~ **New Water** policy and ordinances, insofar as the same are applicable to the Utility District, shall apply to sewer extension herein.

§ 216-27 **Effect on Sewer Use Ordinance.**

Section 610 is intended to supersede Section 602 of the original ordinance enacted on June 8, 1992.

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 ___ day of May 2024.

TOWN OF LAWRENCE

Introduced by:

Seconded by:

Vote: ayes, nays

Town Chairman, Lanny Tibaldo

Attest:

Town Clerk, Cindy Kocken

RESOLUTION NO. 2024-009
TOWN OF LAWRENCE, WISCONSIN
Town Borrowing with State Trust Fund Loan for
Financing Infrastructure Improvements for Little Rapids Subdivision,
Highway I-41 Interchange and Water Tower Repairs and Maintenance for \$3,400,000

WHEREAS, the Town of Lawrence, Brown County, Wisconsin, is presently in need of funds up to a maximum aggregate amount of \$3,400,000 for the public purpose of financing infrastructure improvements for Little Rapids Subdivision, Highway I-41 interchange and water tower repairs and maintenance; 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 \$3,400,000 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 Three Million Four Hundred Thousand And 00/100 Dollars (\$3,400,000) for the purpose of financing infrastructure improvements for Little Rapids Subdivision, Highway I-41 interchange and water tower repairs and maintenance 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 Little Rapids Subdivision, Highway I-41 interchange and water tower repairs and maintenance 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 13th day of May 2024.

Dr. Lanny J. Tibaldo, Town Chairperson

Introduced by:

Seconded by:

- Ayes - Nays

Cindy Kocken, Town Clerk/Treasurer



Agenda Item Review

Meeting Date: 5/13/2024
Agenda Item#: 18

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director of DPW
AGENDA ITEM: Parking lot Driveway apron

FISCAL IMPACT:

- 1. Is there A Fiscal Impact? Yes
- 2. Is it Currently Budgeted? No- possible ARPA

Item History The new town hall parking lot needs to have a concrete driveway apron in place per town ordinance. I received an estimate from Wiedner Concrete for a 40 ft. wide by 15 ft. long and 6 inches thick. The estimate is \$5360.50.

The work will be completed prior to the asphalt paving of the entire lot. Approximately by May 21,2024.

Recommended Action: I recommend approval of the quote from Wiedner Concrete4 for the driveway apron at the cost of \$5360.50.

ESTIMATE

Scott R. Weidner Concrete
Construction LLC
E2102 Hillside Rd
Luxemburg, WI 54217

weidner.concrete97@gmail.com
+1 (920) 493-2740

Town of Lawrence

Bill to

Town of Lawrence

Estimate details

Customer/Job: 2400 Shady Ct.

Estimate no.: 1119

Estimate date: 05/07/2024

#	Product or service	Description	Amount
1.	Concrete Flatwork	Driveway apron/sidewalk - 15'x40' - Includes sawing/removal of asphalt sidewalk , grading/compaction of gravel base , 6" thick 4500 psi concrete mix , #4 rebar tied on a 30"x30" grid , 3/4"x6" expansion joint at curb , tooled crack control joints , light broom finish and TK290 sealer application	\$5,360.50
Total			\$5,360.50



Agenda Item Review

Meeting Date: 5/13/2024
Agenda Item#: 19

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, Director of DPW
AGENDA ITEM: SCADA radio upgrade

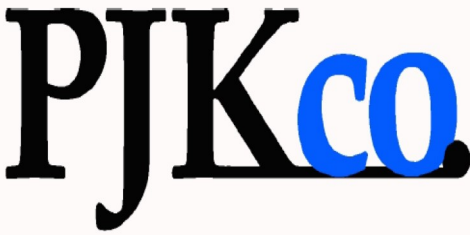
FISCAL IMPACT:

- | | |
|------------------------------|---|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | Yes- 50% water utility and sewer utility each |

Item History The SCADA system monitors the water and sanitary sewer systems in the town. The radios that allow communication between the sights are the original ones which were installed in 2008. These radios are no longer available and can't always be fixed.

We are looking to upgrade the radios to a new more modern model. We have a quote from PJ Kortens for \$16,675.00 for our current 5 sites, also to include the LE2 water meter station coming online next spring and the new Sahady Court lift station that is going online in December. The cost includes the radios, programming, and installation.

Recommended Action: I recommend approval of the quote from PJ Kortens for new SCADA radios in the amount of \$16,675.00.



PJ Kortens & Company, Inc.

Phone: (920) 730-9023
Fax: (920) 730 - 8931
1985 W Packard Street
Appleton, WI 54914

Quote

No.: **240108**
Date: **05/03/2024**

Lawrence, Town of
2400 Shady Ct
DePere, WI 54115

Prepared for: Kurt Minten
Phone: (920) 336-9131
Fax: (920) 336-9193

Telemetry Radio Upgrade-A

Scope:

P.J. Kortens & Co respectfully submits this quotation to upgrade the existing MDS I-net radio system with new MDS Orbit radios. The existing radios can no longer be purchased. This proposal is outlined as follows:

1. Program and test new radios in our shop
2. Remove the existing radio at each site
3. Install a new radio at each site
4. Startup and test the radio communication.

Quantity	Part Number	Description
Radio replacement		
7	ECRU91NNNNNS1D1USUNNN	Orbit ECR 900 mHz, UnLicensed 1 Ethernet, 1 Serial, Din mounted
8.00	Labor - Programming	Radio programming at shop
16.00	Labor - Field Labor	Field Labor
1	Mileage Expenses	Mileage
Radio replacement total		\$16,675.00

Shipping

FOB

Your Price:	<u>\$16,675.00</u>
Total:	<u><u>\$16,675.00</u></u>

Prices are firm until 5/5/2024 Terms: Net 15

Prepared by: Mark Hoff, mark.hoff@pjkco.com

Date: _____

Accepted by: _____

Date: _____

Disclaimer

Terms and Conditions

1. All prices quoted are valid for 30 days. Please fax signed quote to 920-730-8931 or email to info@pjkco.com so that your order can be placed. Any sales tax due will be invoiced in addition to the quoted price.
2. PJKortens & Company, Inc. (hereafter named as "Seller") agrees to perform the deliveries and services as stated in the 'Scope of Work' attached to this agreement.

Unless otherwise specified in Seller's quotation, the Purchaser shall pay the purchase price (including the price of goods and fees for services) in full within thirty (30) days after the services are rendered or the goods are shipped, unless otherwise stated in the proposal. Hardware invoiced FOB shipping from factory, with verification of receipt for assembly or installation.

3. All invoices from the Seller unpaid 60 days after the due date shall bear interest at the rate of one and one-half percent per month. The Seller may, at their option, cease to perform services or deliver goods for the Purchaser upon the Purchaser's failure to make timely payment. In the event collection of any amounts due hereunder is referred to an attorney by the Seller, Purchaser shall bear all costs of collection including, but not limited to, Seller's reasonable attorney's fees.

4. Warranty Period: Seller will warrant errors and omissions in the performance of the Scope of Work for twelve (12) months after acceptance of the work. For the purpose of start of the Warranty Period, acceptance of the work shall occur on the earliest of the following events:

- (a) The date of first use by the Purchaser or first use for the benefit of the Purchaser, whether such use is partial or complete;
- (b) The date of completion of the start-up or commissioning;
- (c) Thirty (30) days after the Seller has delivered to the Purchaser the products under contract, or three (3) months after Seller has been caused to stop work for any reason beyond Seller's control.

In the event Purchaser believes Seller owes a warranty obligation applicable to the Scope of Work, or has otherwise failed to comply with any other contract obligation, it must notify Seller in writing within 20 days of its discovery of such obligation and in no event later than 90 days after completion of the applicable services or deliverables. If Seller owes a warranty obligation, it will promptly commence to remedy and cure such default upon receipt of such notice from Purchaser at Seller's own cost and expense or, at Seller's option, will refund to Purchaser the portion of the compensation paid for any defective services or deliverables. Such performance by Seller is Purchaser's sole and exclusive remedy in the event of a warranty obligation of Seller or any other failure of Seller to comply with its contract obligations. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/AGAINST INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY SELLER TO THE FULLEST EXTENT PERMITTED BY LAW. All parts or products not manufactured by Seller will be covered only by the express warranty provided by the manufacturer. No warranty applies to the extent of damage or wear caused by misuse, normal wear and tear, negligence, accident, corrosion, modification by Purchaser, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment.

5. With respect to products supplied by Seller that are covered by a manufacturer's warranty, Seller's sole responsibility shall be to replace, or at Seller's option repair, any equipment or parts thereof which are found to be defective in material or workmanship to the extent Seller is able to obtain such repair or replacement parts from the manufacturer. Seller shall provide such replacement parts FOB at manufacturer's shipping point, in keeping with the manufacturer's warranty policy, and Seller is not responsible for the cost of labor or expenses associated with the replacement or repair of any such parts. Under no circumstances will Seller extend or modify a manufacturer's warranty terms and/or conditions, or accept responsibility for consequential or speculative damages as a result of the products or services supplied by this agreement.

6. Intellectual Property: Seller retains all rights, title and interest in its services and deliverables, including patents and copyrights; however, upon payment of the agreed compensation to Seller, Purchaser will be deemed to have been granted a non-exclusive, non-transferable, royalty-free, perpetual license to use the services and deliverables for the purposes contemplated in the proposal, except that third-party "shrink-wrapped" software or "off-the-shelf" hardware provided through Seller will be subject to Purchaser's compliance, at its own costs, with all applicable manufacturer licensing requirements. Purchaser may not sell, sublicense, assign or transfer its license to the services and deliverables provided by Seller without the prior written consent of Seller, nor may Purchaser reverse engineer or make derivative works from the services or deliverables.

7. If Purchaser is the "end user" of the work, subject to the other terms and conditions set forth herein the Seller grants to Purchaser a non-transferable, non-exclusive, license to use the software for Purchaser's internal purpose only. The Purchaser shall not sell, license, disclose, give away, assign or transfer the software or any interest therein to anyone. The Purchaser, however, may engage other persons or firms to modify or add to the Systems Integrator's Software, in which case such other persons or firms may modify or add to the software for no purpose other than for Purchaser's internal benefit and, shall first execute and deliver to the Seller a confidentiality agreement indicating they shall not otherwise use, disclose, give away or transfer any interest in the software to anyone. If the Purchaser makes additions or modifications to the Software, Purchaser will own such additions and modifications, including all intellectual property rights in the additions and modifications.

8. Purchaser agrees that it will not, either while work is being performed by Seller pursuant to these terms and conditions, or within two (2) years thereafter; (a) hire any employee of Seller; (b) solicit or encourage any employee to leave the employ of Seller; or (c) hire any person who has left the employ of Seller within two (2) years after the termination of such person's employment with Seller. Seller offers the option to hire any current or previous Seller's employee from the date of this contract up to 24 months after the project or assignment is complete for a fee of 50% of that staff member's total pay, wages, and/or salary with Purchaser (however described by Purchaser) for a period of (5) five years, per employee, which fee the parties agree to as liquidated damages and as a reasonable estimate of the economic harm Seller will suffer from the loss of its employees. This fee represents the cost of replacement of the Seller employee. In addition, Purchaser shall give Seller fifteen (15) business days prior written notice of intent to hire any Seller employee.

9. Limit of Liability: In no event shall Seller be liable for more than the cost of the products sold contract or services provided. In no event shall Seller be liable for any damages resulting from loss of data, loss of profits, cost of cover or other special, incidental, consequential or indirect damages arising in any way out of the agreement.

10. Termination: If Purchaser fails to comply with its obligations under the proposal or these Terms and Conditions (including without limitation the full and timely payment to Seller), Seller may provide written notice of such default to Purchaser and may thereafter suspend further performance until such default is cured by Purchaser. When such default is cured by Purchaser, the amount to be paid for the Scope of Work will be equitably increased to account for Seller's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and Seller the time for Seller to complete the Scope of Work will be equitably extended to account for such suspension. If Purchaser fails to cure such default within 30 days of its receipt of such notice from Seller, Seller may terminate its agreement with Purchaser by providing written notice to Purchaser and in such an event, Purchaser will pay Seller for all portions of the Scope of Work performed (in whole or in part) through the date of such termination, Seller's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit Seller would have earned on the cancelled portions of the Scope of Work if not for Purchaser's default, and any collection costs incurred by Seller in obtaining payment for its services and deliverables from Purchaser.
11. Safety items may exist that are not identified or corrected. It is the Purchaser's responsibility to do a thorough safety assessment of their facilities.
12. During the course of the project, either Purchaser or Seller may request changes to the Scope of the Work. Such changes will be effective if the other party agrees to the change in writing. If the agreed change results in greater or lesser cost, Seller's compensation for the work will be adjusted accordingly.
13. Purchaser acknowledges that the services and deliverables may be subject to export and use restrictions under applicable law, include Export Administration Regulations maintained by the United States Department of Commerce. Purchaser agrees to comply with all such requirements and to hold Seller harmless from any violations of such requirements.
14. In the event that performance of the services and/or delivery to Purchaser of the deliverables is delayed by circumstances beyond the reasonable control of Seller (including without limitation changes to the scope of work, delays by Purchaser in providing information to Seller, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or shipping delays), Seller will promptly notify Purchaser of such circumstances in writing and Seller will be granted an equitable extension of the time to meet its obligations under the agreement.
15. Seller is an independent contractor and will have sole charge over, and be solely responsible for, (a) the payment of its employees and subcontractors and (b) the means, methods, techniques and sequences used in the performance of the services and the creation of its deliverables. Both Seller and Purchaser assume that the industrial exemption applies to all services under this agreement, and Purchaser acknowledges that individuals not licensed as professional engineers may execute some or all of the services and create some or all of the deliverables.
16. In the event Seller and Purchaser cannot resolve any claim or dispute between them arising out of or related to the proposal or the scope of work through direct negotiations, such dispute shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in Wisconsin before a single arbitrator with experience in resolving disputes arising from information technology services. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorneys' and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.
17. The agreement and these Terms and Conditions will be governed by the laws of Wisconsin and of the United States of America (including the Federal Arbitration Act, 9 U.S.C. § 1, et seq. with respect to the parties' agreement to arbitrate any dispute arising out of or related to the proposal or the scope of work), without regard to rules governing choice or conflict of laws. Purchaser and Seller agree that the agreement is predominately for the performance of services, not for the sale of goods, and further agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.
18. Neither Purchaser nor Seller may assign its respective rights and obligations under their agreement without the written consent of the other party. However, Seller may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to Purchaser for the performance of the work as required by the proposal. Both Purchaser and Seller agree that there are no third-party beneficiaries to their agreement.
19. If any term of the agreement or these Terms and Conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either Seller or Purchaser to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these Terms and Conditions.
20. These Terms and Conditions, along with the attached Services Agreement and Scope of Work, constitute the entire integrated agreement between Seller and Purchaser for the services, deliverables and project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent Purchaser terms (whether set forth in a request for proposals, purchase order or acknowledgement or in any other document) are expressly rejected by Seller and are not a part of this agreement.