Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, October 28, 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 October 14, 2024 Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Awarding Bid for LE2 Water Connection Building Upgrades
9. Consideration of Central Brown County Water Authority MOU re: LE2 Improvements Cost Share
10. Consideration of Resolution 2024-019 Authorizing Sale of Little Rapids Subdivision Lots
11. Consideration of Ordinance 2024-008 – Amend Chapter 197 to Create Advisory Park Committee
12. Consideration of Sewer Deduct Meter Policy
13. Consideration of D. Johnson Claim re: Police K9
14. Preliminary Discussion for Upcoming Budget/Mill Rate Options
15. Consideration to Cancel or Reschedule Town Board Meeting for December 23rd, 2024
16. Administrator/Staff Reports
17. Future Agenda Items
18. **Closed Session:** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session *(re: emergency services agreement updates and Town Land Sales/TIF Development negotiations)*
19. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
20. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on October 25, 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, October 14, 2024

1. Call to Order

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

2. Roll Call

Present In-Person

Chairman:	Dr. Lanny Tibaldo
Supervisors:	Kevin Brienen, Bill Bain, Lori Frigo, Kari Vannieuwenhoven
Others in Attendance:	Patrick Wetzel, Administrator; Cindy Kocken, Clerk-Treasurer; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Luke Pasterski, Fire Chief; Matt Greely, Town Engineer.
Excused:	Michael Renkas.

3. Pledge of Allegiance

4. Approve Agenda

Supervisor Brienen 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 September 23, 2024, and October 1, 2024, Town Board Meetings:

Supervisor Frigo made the motion to approve the minutes from the September 23, 2024, and October 1, 2024, Town Board meetings as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Public Hearing: Request for a Conditional Use Permit (CUP) for more than 2 dogs (Town Ord. 107-2) for 2788 Lost Dauphin Rd at Parcel L-516-5 by Jeremy & Nadya Jenkins.

Supervisor Bain made the motion to open the public hearing at 6:05pm. Supervisor Frigo seconded the motion. The motion carried unanimously.

Applicant, Nadya Jenkins at 2788 Lost Dauphin Rd explained her request for 3 dogs.

Oral testimony received from:

Richard Francini, 1805 Christie Ct

Ed Servais, 1844 Christie Ct

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

Supervisor Brienen made the motion to close the public hearing at 6:12 pm. Supervisor Bain seconded the motion. The motion carried unanimously

9. Consideration of Request for a Conditional Use Permit (CUP) for more than 2 dogs (Town Ord. 107-2) for 2788 Lost Dauphin Rd at Parcel L-516-5 by Jeremy & Nadya Jenkins:

Supervisor Bain made the motion to approve the request for a Conditional Use Permit (CUP) for more than 2 dogs (Town Ord. 107-2) for 2788 Lost Dauphin Rd at Parcel L-516-5 by Jeremy & Nadya Jenkins 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 Frigo seconded the motion. The motion carried unanimously.

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

a. Consideration of Sign Review at 2818 Mid Valley Drive, Parcel L-464-1 by Graphic House Inc.:

DRAFT

Supervisor Bain made the motion to approve the sign at 2818 Mid Valley Drive, Parcel L-464-1 by Graphic House Inc. allowing 50-foot height as discussed. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

b. Consideration of 2 Lot Certified Survey Map (CSM) at 1845 Williams Grant Drive, Parcel L-169-1 by Justin Hewitt:

Supervisor Bain made the motion to approve the 2 Lot Certified Survey Map (CSM) at 1845 Williams Grant Drive, Parcel L-169-1 by Justin Hewitt as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

c. Consideration of Set Public Hearing date for Conditional Use Permit (CUP) request for Automotive sales, rental, and leasing at 2090 Mid Valley Drive, Parcel L-433-2 by Kriete Roger LLC:

Supervisor Frigo made the motion to set public hearing date for November 11, 2024, for Conditional Use Permit (CUP) request for Automotive sales, rental, and leasing at 2090 Mid Valley Drive, Parcel L-433-2 by Kriete Roger LLC. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

d. Consideration of Set a Public Hearing Date for Conditional Use Permit (CUP) request for dwelling unit on B-1 (Business) zoning at 3466 Mid Valley Drive, Parcel L-85-1-1 by Samuel Timmerman:

Supervisor Brienen made the motion to set the public hearing for November 11, 2024, for a Conditional Use Permit (CUP) request for dwelling unit on B-1 (Business) zoning at 3466 Mid Valley Drive, Parcel L-85-1-1 by Samuel Timmerman. Supervisor Bain seconded the motion. The motion carried unanimously.

e. Consideration to Set Public Hearing date for Conditional Use Permit (CUP) request for a church at 0 Lawrence Drive, Parcel L-461 by Fisher & Associates LLC:

Supervisor Bain made the motion to set the public hearing for November 25, 2024, for a Conditional Use Permit (CUP) request for a church at 0 Lawrence Drive, Parcel L-461 by Fisher & Associates LLC. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

11. Consideration of Pay Request for New Snowplow Truck Chassis – Packer City International:

Mark Winkler from Packer City International discussed the reason for the increased price for the new snowplow truck chassis that was ordered in June 2022. The new snowplow truck will be a newer model year along with an additional year warranty.

Supervisor Bain made the motion to approve the Pay Request for New Snowplow Truck Chassis – Packer City International, additional $6070 and additional 1 year warranty as presented. Supervisor Brienen seconded the motion. The motion carried unanimously.

12. Consideration of Garbage/Recycling Collection Services Quotes Received:

Patrick discussed the history of garbage and recycling contractors over the years. Supervisor Brienen made a motion to approve a 5-year contract with Harter's Fox Valley Disposal for garbage/recycling collection services as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

13. Consideration of Ordinance 2024-006 Amend Section 204-13 Snowmobile Trail Designated – French Road:

Supervisor Bain made the motion to approve Ordinance 2024-006 Amend Section 204-13 Snowmobile Trail Designated – French Road as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

14. Consideration of Ordinance 2024-007 to Create Chapter 250 Special Events Permit Ordinance:

Supervisor Vannieuwenhoven made the motion to approve Ordinance 2024-007 to Create Chapter 250 Special Events Permit Ordinance as presented. Supervisor Brienen seconded

the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

15. **Consideration to Ordinance 2024-008 to Establish Park Committee:**

    Supervisor Brienen made the motion to table Ordinance 2024-008 to Establish Park Committee as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienen, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

16. **Consideration of Change Order #1 – Relyco Plus, LLC; 2023 Stormwater Ponds-Increase to Contract of $3,055 to Restore Outlet Swale on Mahogany Pond:**

    Supervisor Bain made the motion to approve Change Order #1 – Relyco Plus, LLC; 2023 Stormwater Ponds-Increase to Contract of $3,055 to Restore Outlet Swale on Mahogany Pond as presented. Supervisor Brienen seconded the motion. The motion carried unanimously.

17. **Consideration of Revised Pay Request #10 - 2023 Sanitary Sewer & Water Main – Superior Sewer & Water Inc.:**

    Town Engineer, Matt Greeley from McMahon Associates, Inc. reviewed the project completion status to date, along with work still left to be completed on the job. Supervisor Bain made the motion to approve revised Pay Request #10 - 2023 Sanitary Sewer & Water Main – Superior Sewer & Water Inc in the amount of $78,607.49. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

18. **Consideration of Pay Request for Northeast Asphalt – 2024 Road Improvement Projects - $76,305.84:**

    Supervisor Brienen made the motion to approve Pay Request for Northeast Asphalt for 2024 Road Improvement Projects in the amount of $76,305.84. Supervisor Bain seconded the motion. The motion carried unanimously.

19. **Consideration of Knox Box Program Conversion for Fire Department:**

    Supervisor Frigo made the motion to approve the Knox Box Program Conversion for Fire Department as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

20. **Administrator/Staff Reports**

    Staff reports were given.

21. **Future Agenda Items:**

    a. Consider moving the December 23 Town Board meeting;
    b. Establishing Park Committee Ordinance.

22. **Closed Session:** No action.

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

    No action.

24. **Adjourn:**

    Supervisor Frigo made the motion at 7:47pm to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

DRAFT

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIA Corporation								
1101	AIA Corporation	3PM3135712	Shirts for Public Works	10/07/2024	133.60	.00		
	Total AIA Corporation:				133.60	.00		
Ambrosius Sales & Service								
22	Ambrosius Sales & Service	70887	Saw Blade	10/10/2024	73.98	.00		
22	Ambrosius Sales & Service	7094	Chainsaw blade sharpening	10/14/2024	81.00	.00		
22	Ambrosius Sales & Service	71021	Chainsaw Maintenance	10/15/2024	145.65	.00		
	Total Ambrosius Sales & Service:				300.63	.00		
Apple Valley Landscaping, LLC								
1082	Apple Valley Landscaping, LLC	2892	Mahogany Pond	10/07/2024	7,100.70	.00		
1082	Apple Valley Landscaping, LLC	2894	Parkway South Pond	10/07/2024	9,528.00	.00		
	Total Apple Valley Landscaping, LLC:				16,628.70	.00		
Badger Bins LLC								
1147	Badger Bins LLC	2245	Garbage Can Cleaning	10/21/2024	190.00	.00		
	Total Badger Bins LLC:				190.00	.00		
Brown County Highway Department								
67	Brown County Highway Departme	2024-0000014	Birchwood Grading	09/30/2024	1,870.00	.00		
	Total Brown County Highway Department:				1,870.00	.00		
Brown County Port & Resource Recovery								
73	Brown County Port & Resource R	58736	Trash Collection - Sharps	09/30/2024	6,080.99	.00		
73	Brown County Port & Resource R	58736	Recycling Revenue	09/30/2024	799.50-	.00		
	Total Brown County Port & Resource Recovery:				5,281.49	.00		
CENTURY FENCE COMPANY								
95	CENTURY FENCE COMPANY	246059101	Quarry Park Pickleball/Basketball	09/19/2024	61,605.00	.00		
	Total CENTURY FENCE COMPANY:				61,605.00	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9009420756	Water Testing	10/09/2024	48.00	.00		
102	Clean Water Testing LLC	9009452270	Water Testing	10/16/2024	32.00	.00		
	Total Clean Water Testing LLC:				80.00	.00		
Core & Main LP								
200	Core & Main LP	U763127	Castings TID 3	10/10/2024	1,040.00	.00		
200	Core & Main LP	V744576	Sewer Dist Parts & Mainten	10/02/2024	925.00	.00		
	Total Core & Main LP:				1,965.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
DePere Greenhouse								
121	DePere Greenhouse	039140	Funeral Flowers	10/10/2024	181.94	.00		
	Total DePere Greenhouse:				181.94	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1128	Electrical Inspection-Fabick & Par	10/09/2024	315.73	.00		
	Total Fameree Consulting & Inspection:				315.73	.00		
Family Services								
622	Family Services	09302024	EAP Services	09/30/2024	140.00	.00		
	Total Family Services:				140.00	.00		
Fish Window Cleaning								
1095	Fish Window Cleaning	2680-186649	Window Cleaning	10/17/2024	290.00	.00		
	Total Fish Window Cleaning:				290.00	.00		
Franks Radio								
167	Franks Radio	126196	Fire Dept Radio	10/08/2024	1,010.98	.00		
	Total Franks Radio:				1,010.98	.00		
Fred Kolkman Tennis & Sports Surfaces LL								
1164	Fred Kolkman Tennis & Sports Su	24-058	Quarry Park Pickleball	09/19/2024	6,500.00	.00		
	Total Fred Kolkman Tennis & Sports Surfaces LL:				6,500.00	.00		
Gannett Media Corp								
175	Gannett Media Corp	0006656273	Public Notices	09/30/2024	168.32	.00		
	Total Gannett Media Corp:				168.32	.00		
GFL Environmental								
1015	GFL Environmental	U60000239519	Trash Pick Up	10/18/2024	17,880.00	.00		
1015	GFL Environmental	U60000239519	Recycling	10/18/2024	10,560.00	.00		
	Total GFL Environmental:				28,440.00	.00		
Grainger Corporate Services LLC								
185	Grainger Corporate Services LLC	9281736869	Water Tower Supplies	10/15/2024	56.40	.00		
	Total Grainger Corporate Services LLC:				56.40	.00		
Green Bay Highway Products								
191	Green Bay Highway Products	45331	Town Parking Lot	09/01/2024	536.94	.00		
	Total Green Bay Highway Products:				536.94	.00		
Green Bay Metropolitan Sewage District								
192	Green Bay Metropolitan Sewage	2802	Services for September	10/14/2024	64,146.25	.00		
	Total Green Bay Metropolitan Sewage District:				64,146.25	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Kodiak Excavating Inc								
254	Kodiak Excavating Inc	3533	Yard Waste Disposal	10/17/2024	1,110.00	.00		
	Total Kodiak Excavating Inc:				1,110.00	.00		
Lenss, Aaron								
1205	Lenss, Aaron	24-08-0022	Contractor Refund - 2571 Lost Da	10/16/2024	1,000.00	.00		
	Total Lenss, Aaron:				1,000.00	.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	00935657	Orange Lane Utility Relocate-TID	09/27/2024	3,352.60	.00		
285	McMahon Associates, Inc.	0093569	Torchwood Extension	09/27/2024	3,853.50	.00		
285	McMahon Associates, Inc.	00936093	Little Rapids Subdivision	08/21/2024	19,246.89	.00		
285	McMahon Associates, Inc.	00936094	Torchwood Extension	08/21/2024	9,662.50	.00		
285	McMahon Associates, Inc.	00936095	Tigerwood/Beck Way	08/21/2024	2,480.00	.00		
285	McMahon Associates, Inc.	00936097	Scheuring Rd Urbanization	08/21/2024	4,117.50	.00		
285	McMahon Associates, Inc.	00936098	Packerland Water & Sewer	08/21/2024	673.10	.00		
285	McMahon Associates, Inc.	00936311	LE-2 Project	09/10/2024	3,140.00	.00		
285	McMahon Associates, Inc.	00936332	Water Tower Painting	09/12/2024	3,101.50	.00		
285	McMahon Associates, Inc.	00936355	Illicit Discharge	09/12/2024	1,588.00	.00		
285	McMahon Associates, Inc.	00936385	Torchwood Platting	09/12/2024	1,018.50	.00		
285	McMahon Associates, Inc.	00936566	Mid Valley Utilities - TID 3	09/27/2024	8,338.52	.00		
285	McMahon Associates, Inc.	00936568	Tigerwood/Beck Way	09/27/2024	902.00	.00		
285	McMahon Associates, Inc.	00936570	Little Rapids Subdivision	09/27/2024	14,016.64	.00		
285	McMahon Associates, Inc.	00936574	GIS - GF	09/27/2024	39.38	.00		
285	McMahon Associates, Inc.	00936574	GIS- WF	09/27/2024	39.38	.00		
285	McMahon Associates, Inc.	00936574	GIS-SF	09/27/2024	39.38	.00		
285	McMahon Associates, Inc.	00936574	GIS-SWF	09/27/2024	39.36	.00		
285	McMahon Associates, Inc.	00936578	Scheuring Rd Urbanization	09/27/2024	10,102.50	.00		
	Total McMahon Associates, Inc.:				85,751.25	.00		
Northeast Asphalt Inc.								
311	Northeast Asphalt Inc.	100924	2024-1 Paving Pay Request-Amer	10/09/2024	76,305.84	76,305.84	10/16/2024	
311	Northeast Asphalt Inc.	30-00013820	Shouldering	10/11/2024	272.18	.00		
311	Northeast Asphalt Inc.	30-00014534	Shouldering	10/18/2024	135.95	.00		
311	Northeast Asphalt Inc.	618364-001	Quarry Park Pickleball/Basketball/	08/27/2024	72,790.00	.00		
	Total Northeast Asphalt Inc.:				149,503.97	76,305.84		
Packer City International Inc								
322	Packer City International Inc	404688	2024-HV507 - Plow Chassis	10/16/2024	109,738.50	109,738.50	10/16/2024	
	Total Packer City International Inc:				109,738.50	109,738.50		
Pro One Janitorial Inc								
342	Pro One Janitorial Inc	216038	Monthly cleaning - November	10/20/2024	565.00	.00		
	Total Pro One Janitorial Inc:				565.00	.00		
Quill Corporation								
349	Quill Corporation	40979963	Office Supplies-General Fund	10/08/2024	46.29	.00		
349	Quill Corporation	40979963	Office Supplies-Water Fund	10/08/2024	23.14	.00		
349	Quill Corporation	40979963	Office Supplies-Sewer Fund	10/08/2024	23.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Total Quill Corporation:				92.57	.00		
Sprinkler Company, Inc								
549	Sprinkler Company, Inc	97706	Park Maintenance	10/17/2024	166.42	.00		
	Total Sprinkler Company, Inc:				166.42	.00		
Suburban Wildlife Solutions LLC								
397	Suburban Wildlife Solutions LLC	7254	Trapping at Ponds	10/08/2024	12,376.00	.00		
	Total Suburban Wildlife Solutions LLC:				12,376.00	.00		
Superior Sewer & Water Inc.								
1158	Superior Sewer & Water Inc.	L-0017-09-23-0	2023 Sewer & Water-Pay Req #1	10/11/2024	78,607.49	78,607.49	10/16/2024	
	Total Superior Sewer & Water Inc.:				78,607.49	78,607.49		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1118020-00	Truck #4	10/09/2024	238.00	.00		
429	Truck Equipment Inc.	1118996-00	Truck #4	10/14/2024	16.69	.00		
	Total Truck Equipment Inc.:				254.69	.00		
Valley Sealcoat Inc.								
1184	Valley Sealcoat Inc.	16219	Quarry Park Pickleball/Basketball	09/13/2024	28,500.00	.00		
	Total Valley Sealcoat Inc.:				28,500.00	.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	68876418	Services 2400 Shady Ct	10/11/2024	67.38	.00		
	Total Wil-Kil Pest Control:				67.38	.00		
Wisconsin Department of Revenue								
1151	Wisconsin Department of Revenu	102124	2024 Municipal Fee of Assessme	10/21/2024	2,574.22	.00		
	Total Wisconsin Department of Revenue:				2,574.22	.00		
	Grand Totals:				660,148.47	264,651.83		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

_____

_____

Clerk/Treasurer: _____

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

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

Agenda Item Review

Meeting Date: 10/28/2024
Agenda Item#: 8

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: **Consider Bid Award for LE2 meter station building improvements**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? No, will be financed/budgeted for Water Utility

Item History: Back in 2007 the town along with 5 other municipalities started receiving water from CBCWA. The town's only operating meter station is LE1 which is located at 1220 Mid Valley Road in the north end of the town. The town's second meter station, known as LE2, is located at 1451 Biotech Way off American Drive in the City of De Pere.

With the town's growth, along with the need to build redundancy into its water system, we have reached the time to finish building out of the second meter station. The town entered into an agreement with McMahon Engineering for project management which includes the design and bidding out the project.

The town received bids for the work with, Rohde Brothers, Ince being the presumed low bidder, for the cost of $231,700.00. Included in this bid are the chlorine room components which are the responsibility of CBCWA. The chlorine room cost of $101,287.00 would be reimbursed to the town from CBCWA. The town's final cost for the project is $130,413.00.

Recommended Action: We recommend awarding the contract to Rohde Brothers, Inc for $231,700.00 for the build out of components and controls of LE2 meter station.

McMAHON
ENGINEERS ARCHITECTS

October 15, 2024

Kurt Minten, Director of Public Works
Town of Lawrence
2400 Shady Court
De Pere, WI 54115

Re: Town of Lawrence
Connection Station LE-2 Improvements
Letter of Recommendation
McM. No. L0017-09-24-00318

On October 2, 2024, bids were received online via QuestCDN.com for the above referenced project. Three (3) bids were received, ranging in price from $231,700.00 to $247,300.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract L0017-09-24-00318 to the low bidder, Rohde Brothers, Inc., in the amount of $231,700.00. It is our understanding that potentially $122,510 of this Contract Award will be reimbursed by Central Brown County Water Authority.

If you agree with our recommendation, please date and sign the Notice of Award, and return a signed pdf for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

Donald J. Voogt, P.E.
Vice President / Senior Project Manager

DJV:jlh

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: ROHDE BROTHERS, INC.
W5745 Woodchuck Lane
Plymouth, WI 53073

Contract No. L0017-09-24-00318

Project: CONNECTION STATION LE-2 IMPROVEMENTS
For The
TOWN OF LAWRENCE
Brown County, Wisconsin

You are notified that your Bid, dated October 2, 2024, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Connection Station LE-2 Improvements for the Town of Lawrence, Brown County, Wisconsin.

The Contract Price of your Contract is Two Hundred Thirty-One Thousand Seven Hundred and no/100 Dollars ($231,700.00).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 6.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplementary Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

TOWN OF LAWRENCE | Brown County, WI

_____
(authorized signature)

_____
(title)

Witness: _____

McMAHON
ENGINEERS ARCHITECTS

BID TABULATION

Owner:	Town of Lawrence
Project Name:	Connection Station LE-2 Improvements
Contract No.	L0017-09-24-00318
Bid Date:	October 2, 2024
Bid Time:	2:30 p.m., local time
Project Manager:	Donald J. Voogt, P.E.

Contract No. L0017-09-24-00318	ROHDE BROTHERS, INC. W5745 Woodchuck Lane Plymouth, WI 53073	AUGUST WINTER & SONS, INC. 2323 North Roemer Road PO Box 1896 Appleton, WI 54912-1896	MID CITY CORPORATION 12930 W. Custer Avenue Butler, WI 53007
Base Bid	$231,700.00	$240,500.00	$247,300.00
Bid Bond	Yes	Yes	Yes
Addenda - N/A	-	-	-

Agenda Item Review

Meeting Date: 10/28/2024
Agenda Item#: 9

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: **MOU with CBCWA regarding LE2 improvements**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, via water rates for future cost share

Item History: With the town adding the components and controls to the LE2 meter station, the project also includes the chlorine room components and controls that are the responsibility of CBCWA. This memo of understanding(MOU) between the town and CBCWA addresses the cost of the chlorine room components with the ability of CBCWA to reimburse the town for $101,287.00.

Recommended Action: We recommend approving the MOU for the reimbursement of $101,287.00 to the town for the chlorine room build out at LE2.

Memorandum of Understanding
For
CBCWA Costs in the Buildout of the LE-2 Connection Station

The Central Brown County Water Authority ("CBCWA") and the Town of Lawrence ("Town") enter into this Memorandum of Understanding ("MOU") to facilitate CBCWA's financial contribution toward the Town's project to add the equipment necessary to begin utilizing the LE-2 connection station at 1451 Biotech Way, De Pere ("LE-2 Connection Station").

Background

A. CBCWA is a joint local water authority created under Wis. Stat. § 66.0823. The Town is one of CBCWA's current members along with the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Denmark, the Village of Howard, and Ledgeview Sanitary District No. 2.

B. Each CBCWA member community purchases water from CBCWA, and each CBCWA member community is responsible for distributing the purchased water to its own customers. Each CBCWA member community owns and operates its own water distribution system for this purpose. Water is transferred from the CBCWA water system to the member water distribution system at defined Points of Delivery.

C. Construction of the CBCWA water supply facilities included construction of several buildings to house the equipment necessary for the Points of Delivery, and the LE-2 Connection Station is one such facility. However, the LE-2 Connection Station building was constructed without all the related equipment, as the Town did not anticipate using the station until a future time when it became necessary to serve new development and meet increased water demand. The Town has deemed that the use of the LE-2 Connection Station is now warranted, and the Town is now planning to install the required equipment in the buildout project addressed by this MOU (the "Project").

D. While the CBCWA originally constructed and owned several of the member connection stations, ownership of these facilities was transferred to the members around 2012 to 2013. These transfers included the creation of easements for the shared use of the buildings and sites between CBCWA and the applicable members. The City of De Pere owns the building and site at the LE-2 Connection Station, and the City of De Pere granted the Town a permanent and exclusive access easement at the LE-2 Connection Station (Brown County recorded document No. 2621761). That easement broadly allows the Town to install, repair, replace, supplement, operate, maintain, and safeguard its water supply facilities at the LE-2 Connection Station. As such, the Town will own and be responsible for the equipment installed by the Project, and CBCWA will not own any of the equipment installed by the Project.

E. It has been the ongoing practice of CBCWA to pay for certain costs at the member connection stations related to the chlorination process and to the chlorination equipment

owned by the members. Whether during the original construction of the CBCWA water system (including the connection stations), or in future projects to supplement the member chlorination systems, CBCWA paid for the costs of the other members for the kinds of equipment included in the Town's Project. In order to be consistent with these practices for all members, CBCWA will participate in certain Project costs as specified in this MOU.

F. CBCWA anticipated this Project and has budgeted for the related costs as part of its member-approved 2024 Annual Budget, Capital Improvement Program, and Member Cost Allocation.

Agreement

A. The Town is responsible to contract for the design, construction, and installation of the Project and for the payment of all Project costs. The Town's approved bid includes the following CBCWA Chlorine Cost Items at the specified costs:

CBCWA Chlorine Cost Items	
Materials	
Hawkins Equipment Package	$53,473
Other Materials	$4,059
Materials Subtotal	**$57,532**
Labor	
Field Labor	$9,391
Project Management	$7,381
Labor Subtotal	**$16,772**
Subcontractors	
Controls	$6,215
Electrical	$20,768
Subcontractors Total	**$26,983**
TOTAL	**$101,287**

B. CBCWA requests that the Town provide CBCWA with the opportunity to inspect progress on the work being done to install the specified CBCWA Chlorine Cost Items.

C. Upon completion of the Project, CBCWA agrees to reimburse the Town for the Town's actual costs for the specified CBCWA Chlorine Cost Items in amounts not to exceed those listed in paragraph A, above.

D. The Authority's payment to the Town for the CBCWA Chlorine Cost Items shall be promptly made after the Town provides documentation satisfactory to CBCWA showing that the Town has paid the costs for the specified items.

Approved:

By: Central Brown County Water Authority

_____
Geoff Farr, President

_____
Nicolas Sparacio, General Manager

By: Town of Lawrence

_____
Lanny J. Tibaldo, Town Board Chair

_____
Cindy Kocken, Town Clerk-Treasurer

Date: _____

Agenda Item Review

Meeting Date: October 28, 2024
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Res. 2024-019 – Authorizing Sale of Little Rapids Subdivision Lots**

FISCAL IMPACT:

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

Item History

The Town Board has reviewed and approved a process to set pricing for the Little Rapids Subdivision (attached) and outline the process for lot sales.

As part of the allocation of lots and proceeding towards closing on lot sales, a resolution is required to memorialize the Town Board's intent to sell these lots that have been owned and improved by the Town.

As there are 34 lots to sell, and a number of buyers, there's the potential that we may need many, many resolutions to approve each land sale.

In consultation with the Town Attorney, one resolution has been created that will allow for authorization to be granted by the Town Board in one document in order to faciitiate the sale of these Little Rapids Subdivision lots, authorizing the Town Chair and Town Administrator to carry out towards closing on these lot sales.

The approved lot price list is attached, as is the master offer to purchase document drafted by the Town Attorney. Bay Title is ready to carry out these lot sales to closing as soon as we're ready to do so.

Recommended Action:

Recommend approval of Resolution 2024-019 – Authorizing the Sale of Little Rapids Subdivision Lots.

TOWN OF LAWRENCE
RESOLUTION #2024-019
AUTHORIZING AND APPROVING THE SALE OF LOTS IN THE LITTLE RAPIDS SUBDIVISION

Whereas: the Town of Lawrence owns certain subdivided real estate known as the Little Rapids Subdivision (the Subdivision); and

Whereas: the Town of Lawrence desires to sell the lots in the Subdivision (the Lots) in a uniform and efficient manner; and

Whereas: to expedite and streamline the conveyance of these properties, the Town Board wishes to authorize certain of its staff to process the sale of the lots without the need for separate approval of each sale by the Town Board, so long as the sales are carried out under the terms of this resolution

NOW THEREFORE BE IT RESOLVED:
That the Town Board of the Town of Lawrence hereby authorizes and approves the sale of Lots 1-8 and lots 10 through 35 of the Little Rapids Subdivision provided that such sales are at a price of not less than $78,000.00 per Lot, less the cost of title insurance, and in accordance with the attached and incorporated form offer to purchase.

BE IT FURTHER RESOLVED:
That the Town Chairperson and Town Administrator are authorized and directed to take all actions and execute all such documents as are necessary to convey each of the Lots without further authorization by the Town Board so long as the sale is as proscribed in this resolution

FURTHER RESOLVED:
that any actions of either the Town Chairperson or the Town Administrator taken jointly or severally by them, that would have been authorized either jointly or severally by the foregoing resolutions, but for the fact the same were taken before the execution of this Resolution, be and hereby are ratified and approved in all respects.

Approved and adopted by the members of the Town Board of the Town of Lawrence, Brown County, State of Wisconsin this 28th day of October, 2024

Vote: -Aye
-Nay

Town of Lawrence

_____
Dr. Lanny J. Tibaldo, Town Chairperson

Attest:

_____
Cindy Kocken, Town Clerk-Treasurer

Little Rapids Subdivision - Town of Lawrence

Lots and Proposed Pricing

eff: 9/30/2024

R-2 Duplex Lots

Lot	Acres	Price
1	0.51	$ 84,000
2	0.39	$ 84,000
3	0.39	$ 84,000
4	0.39	$ 84,000

Lot	Acres	Price
5	0.39	$ 84,000
6	0.39	$ 84,000
7	0.436	$ 84,000
8	0.666	$ 84,000

Lot 9 Reserved for Neighborhood Park/Trail Connection

R-1 -Single Family Home Lots

Lot	Acres	Price
10	0.305	$ 80,900
11	0.374	$ 78,900
12	0.462	$ 81,900
13	0.341	$ 78,900
14	0.301	$ 79,900
15	0.301	$ 79,900
16	0.362	$ 78,900
17	0.341	$ 78,900
18	0.301	$ 79,900
19	0.301	$ 79,900
20	0.362	$ 78,900
21	0.306	$ 80,900
22	0.306	$ 80,900

Lot	Acres	Price
23	0.306	$ 80,900
24	0.306	$ 80,900
25	0.306	$ 80,900
26	0.306	$ 80,900
27	0.332	$ 80,900
28	0.515	$ 83,900
29	0.393	$ 81,900
30	0.302	$ 79,900
31	0.365	$ 78,900
32	0.362	$ 78,900
33	0.325	$ 79,900
34	0.321	$ 79,900
35	0.34	$ 79,900

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ **[DATE] IS (~~AGENT OF BUYER~~) (AGENT OF SELLER/LISTING FIRM) (~~AGENT OF BUYER AND SELLER~~)** STRIKE THOSE NOT APPLICABLE

The Buyer, _____,
offers to purchase the Property known as _____
_____
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the _____ of _____, County of _____ Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is Eighty-Thousand and 00/100
_____ Dollars ($ 80,000.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____
_____

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12-13) and the following: _____
_____

CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented and will continue to be owned by the lessor.

"Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before 10 business days from the date of this offer.
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.

CLOSING This transaction is to be closed on 30 days after acceptance.
_____
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

EARNEST MONEY

■ EARNEST MONEY of $ 2000.00 accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ _____ will be mailed, or commercially, electronically or personally delivered within _____ days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Seller) STRIKE THOSE NOT APPLICABLE
(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.

■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

~~**VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from the real estate transfer fee and sales by certain court appointed fiduciaries, for example, personal representatives, who have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . ., to the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.~~

~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference. COMPLETE DATE OR STRIKE AS APPLICABLE and _____ _____ _____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT~~

~~"Conditions Affecting the Property or Transaction" are defined to include:~~

~~a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.~~

~~b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~

~~c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.~~

~~d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.~~

~~e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.~~

~~f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in~~

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

~~aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.~~
~~bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).~~
~~cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative.~~

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit https://dnr.wisconsin.gov/topic/forestry.

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit http://www.revenue.wi.gov/.

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

~~**PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.~~

Proposed Use: Buyer is purchasing the Property for the purpose of: Single family residential structure _____

_____ **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.

☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: _____

_____.

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:

☐ electricity_____; ☐ gas _____; ☐ sewer_____;
☐ water_____; ☐ telephone_____; ☐ cable _____;
☐ other_____.

☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____

_____

_____ STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.

This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be reported to the Wisconsin Department of Natural Resources.

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

(1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date on line 1 of this Offer that discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 357. Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

(2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____ [Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other:_____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐ _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed** ~~**(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),**~~ free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and no otrhers _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)~~(Buyer's)~~ ~~STRIKE ONE~~ ~~("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-523).~~

■ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not more than 10 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have 10 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____ _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

■ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

registered mail or make regular deliveries on that day.

■ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

■ DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

■ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

■ PARTY: "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

■ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, or total acreage or square footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land dimensions, if material.

DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this Offer to the seller or seller's agent of another property that Seller intends on purchasing.

MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

BUYER'S PRE-CLOSING WALK-THROUGH Within three days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.doc.wi.gov or by telephone at (608) 240-5830.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 601-608.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed $1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

☐ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES This sale is as is. Seller makes no representations or warranties regarding the condition of the real estate accept for those expressly state in this offer. The seller shall not contribute to any real estate broker fees

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 666 or 667.

Name of Seller's recipient for delivery, if any: Patrick Wetzel, Town Administrator

Name of Buyer's recipient for delivery, if any: _____

[ ] (2) Fax: fax transmission of the document or written notice to the following number:

Seller: (_____) _____ Buyer: (_____) _____

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.

[X] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: 2400 Shady Ct DePere, Wisconsin, 54115

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Email Address for Seller: PatrickW@lawrencewi.gov

Email Address for Buyer: _____

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Renning Lewis and Lacy LLC

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

(x) _____

Buyer's Signature▲ Print Name Here▶ Date▲

(x) _____

Buyer's Signature▲ Print Name Here▶ Date▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____

Seller's Signature▲ Print Name Here▶ Patrick Wetzel, Town Administrator Date▲

(x) _____

Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

Agenda Item Review

Meeting Date: October 28, 2024
Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consider Ordinance 2024-008 – Create Advisory Park Committee**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, if decide to compensate for time at meetings
2. Is it Currently Budgeted? Yes, it would be included in future budgets

Item History

Continuing on discussion about the idea of implementing a new committee to review for park, recreation and likely bike/pedestrian trails in the community, here's a quick review of what we've discussed:

- Consider 5 members on new committee, up to one being a Town Board member

- Consider 5 year terms for new members, with the initial appointments being staggered to ensure only one member is up for appointment in each future year

- Determine whether to compensate for time, or consider this a volunteer committee (Planning & Zoning Committee members receive a stipend for their attendance at meetings, currently). *Right now, we're suggesting that we'd pay a stipend similar to that of Planning & Zoning for attendance at meetings.*

- Consider implementing a basic statement of the purpose or focus of this committee within the ordinance. Generally, this would be intended to be an advisory committee on future park improvements and bike/pedestrian trail topics. The committee would be responsible to review the 2024 version of the Comprehensive Outdoor Recreation Plan (located within the Town's Comp Plan, which also includes bike/ped discussion points). This committee would be responsible to make recommendations on any future updates to these plans related to parks & recreation.

- Any future capital improvement projects relating to recommendations of this committee would still require the Town Board to budget or fund before projects become realized or executed.

A draft of the ordinance is attached for discussion. We would need to make a determination yet on where in the code of ordinances this would be placed, and therefore

likely need to amend the chapter where it is placed. We do not currently have a "Boards and Commissions" section of the Town's ordinances, but the Planning & Zoning Cmte and Zoning Board of Appeals are included in the Zoning Chapter. If we would place the Park Committee similarly in the Park and Recreation Areas section, we'd likely need to amend that chapter to include it in proper numbering.

At this point we're recommending to amend Chapter 197 – Park and Recreation Areas, by adding the Park Committee section as the new 197-3, and renumbering the remainder of the existing ordinance as a result.

Recommended Action By Town Board

Review and consider adoption of revised Chapter 197 ordinance – Park and Recreation Areas via Ordinance 2024-008.

Chapter 197. Parks and Recreation Areas

[HISTORY: Adopted by the Town Board of the Town of Lawrence 5-23-2005. Amendments noted where applicable.]

GENERAL REFERENCES
Alcohol beverages — See Ch. **101**.
Animals — See Ch. **107**.
Open burning — See Ch. **130**.
Hunting — See Ch. **161**.
Peace and good order — See Ch. **204**.

§ 197-1. Purpose and intent.

The purpose of these regulations shall be to protect the parks and parkways and appurtenances thereto in the Town from fire, abuse, and desecration; to provide for the recreational use of these areas; to control and regulate traffic and maintain general order therein; and to further the safety, health, comfort, morals and welfare of all persons while within the limits of the parks and parkways.

§ 197-2. 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 chapter. The Town Board of Supervisors is authorized to adopt additional rules and regulations as may be necessary for the management of parks and the use thereof and may implement and enforce the same.

§ 197-3. Closing hours in parks.

A. All public parks and public playgrounds in the Town shall be closed from 10:00 p.m. to 6:00 a.m., unless otherwise posted. No person shall be within the Town parks between these times.[1]
   [1] *Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **II**).*

B. The Town Board or its designee may grant to any group wishing to use a specific public park or public playground permission to use such public park or public playground during closed hours. Permission shall be given in writing and shall contain the name of the group, the

name of the responsible person in charge of the group, the extended closing time, and the date for which permission to use the specific public park or public playground beyond the closed hours is granted.

§ 197-4. Disorderly conduct.

A. No person shall use threatening, abusive, insulting, obscene, or indecent language which constitutes a breach of the peace.

B. No person violating any of the prohibitions enumerated in Subsection **A** above shall be allowed to remain in any park or parkway.

§ 197-5. Waste disposal.

A. No person shall scatter, drop, or leave any piece of paper, rag, cans, plastic, glass, refuse or other garbage, smoking materials, dead flowers or other rubbish in any portion of the parks or parkways except in the receptacles provided for that purpose. All trash created by the person(s) using the park shall be removed from the premises by said person(s).

B. No person(s) shall deposit, dump, throw or place any earth, rubbish, dust, manure, paper, garbage or other refuse matter or any sand, stone, lumber or building material or any substance in the water, grounds or roadways of any park or parkway without permission of the Town Board or its designee.

C. Burning of garbage or other rubbish in barrels is prohibited.

D. Glass beverage containers of any kind or measure whatsoever are prohibited.

E. Special events. The person in charge of a special event is responsible for the removal of all garbage from the grounds after the event.

§ 197-6. Excessive noise prohibited.

Auto radios, portable radios, CD players, recording devices and television sets must be turned low at all times so as not to be heard from a distance beyond 50 feet from the instrument. No bands or disc jockeys (DJ) are allowed to set up and perform outside without a permit from the Town Board or its designee.

§ 197-7. Permit required for advertising, sales or solicitation.

A. No person shall sell, keep or offer for sale any tangible or intangible article, merchandise or thing, nor solicit for any trade, occupation, business or profession, or for alms, within any park or parkway, without the written permission of the Town Board or its designee.

B. No person shall distribute, post, affix, or display any card, handbill, sign, placard, target, banner, flag (except of the United States), or advertisement of any kind within any park or parkway, or upon any of the gates or enclosures thereof, without the written permission of the Town Board or its designee.

§ 197-8. Permit required for sale of fermented malt beverages.

A. Special event permission required. No person or group shall sell, offer for sale or give away any fermented malt beverages in a Town park in conjunction with a picnic or other special event without first obtaining a permit therefor from the Town Board or its designee.

B. Issuance; conditions; fee. Such permits may be issued by the Town Board or its designee upon receipt of such information as it may require from the applicant and upon receipt of a permit fee. Permits shall be valid for that period of time to be specified by the Town Board. (See the current Town of Lawrence Miscellaneous Fee Schedule for appropriate fee amount.)

§ 197-9. Interference with permittees prohibited.

A. No person shall in any manner disturb, harass, or interfere with any person or party holding a written permit as indicated previously, nor with any of his or its equipment or property.

B. Permits for the exclusive use of any picnic or play area for any specified date or time may be granted at the discretion of the Town Board or its designee, and no person shall in any manner disturb or interfere with any person or party occupying the ground under such a permit, nor with any of his or its equipment or property.

§ 197-10. Fireworks, weapons and hunting prohibited.

No person shall carry, fire, or discharge any gun, air gun, pistol, or firearm, nor any rocket, torpedo or any other fireworks of any description, nor shall any person hunt with bow and arrow within any park or parkway.

§ 197-11. Throwing of stones or missiles prohibited; hitting golf balls.

No person shall throw stones or missiles in or into any park, parkway, or waterways. No person shall hit golf balls in or into any park, parkway, or waterways unless a designated area is provided and authorized by the Town Board.

§ 197-12. Making of fires restricted.

A. No person shall make or kindle a fire for any purpose except in places provided therefor, and then subject to such regulations as may be prescribed.

B. The use of charcoal burners and grills in designated picnic areas shall be permitted, provided that lawns and other vegetation are not damaged and provided further that all unburned coals or ash is disposed of in such a manner as to prevent fire or damage to any park property.

C. No booyah kettles or other similar cooking utensils are allowed with an open fire unless placed on a raised steel platform with a minimum of four inches of air space between the ground surface and platform.

§ 197-13. Use of vehicles and riding horses; restrictions on animals.

A. No person shall operate a motor vehicle or any other vehicles or ride a horse or walk in any part of the property in a Town park except upon facilities provided therefor.

B. Animals are not allowed in parks or parkways, with the exception of Lost Dauphin Park. All animals must be kept on a leash. Owners are responsible for the prompt removal of excrement or other solid waste deposited by a dog or other animal.

§ 197-14. Protection of waterfowl, birds and animals.

No person shall kill, injure, or attempt to injure or unnecessarily disturb any waterfowl or other birds or animals, wild or domestic, within any of the parks or parkways, nor shall any person rob or disturb the nest or eggs of any bird or other animal therein.

§ 197-15. Injury to vegetation, structures and equipment prohibited.

A. No person shall climb any tree or pluck any flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure or deface, write upon, defile or ill use any tree, shrub, flower, flowerbed, turf, fountain, ornament, statue, building, fence, apparatus, bench, table, official notice, sign, bridge, structure or other property within any park or parkway.

B. No person in any park or parkway shall remove any device for the protection of trees or shrubs, nor shall any person fasten a horse or other animal next to any tree, shrub or grass plot which may become damaged by the animal.

§ 197-16. Camping.

A. No person shall sleep or camp or lodge in any park or parkway. An authorized person charged with guarding property overnight for a special event is exempt from this regulation.

B. No person shall erect a tent or similar appurtenances except with special permission from the Town Board or its designee.

§ 197-17. Driving and parking vehicles and bicycles.

A. Parking and driving of any motorized vehicles and bicycles are prohibited on nonpaved areas in Town parks or parkways. This shall not apply to vehicles engaged in construction, maintenance or operation of the parks or parkways or to vehicles making deliveries to parks or parkways, nor to emergency vehicles.

B. No parking is allowed in places reserved for emergency vehicles only nor in posted areas along the property.

§ 197-18. Special events and league play.

A. Shelter and ball field rental and fees. It will be necessary to reserve the shelter and/or the ball field for both special events and league play. Reservations will be scheduled by the Town Board or its designee and will be on a first-come-first-served basis. Fees will be reviewed on a yearly basis and will be determined on costs incurred during the season for maintenance, lighting, and other operating expenses.

B. Cleanup.

   (1) All grounds, buildings, and parking areas must be cleaned of any garbage, rubbish, or refuse after a special event or league play.

   (2) The responsible person in charge will receive a list of specific cleanup regulations prior to the event.

C. Closing. The responsible person in charge of a special event or league play will receive specific regulations on proper closing procedures prior to each event.

§ 197-19. Violations and penalties.

Any person violating this chapter shall be subject to a penalty as provided in § **1-3** of this Code.

[1] *Editor's Note: Amended at time of adoption of Code (see Ch. **1**, General Provisions, Art. **II**).*

ORDINANCE 2024-008 OF THE TOWN OF LAWRENCE, WISCONSIN
TO CREATE ORDINANCE CHAPTER 2 SECTION xxx – Park Committee

Purpose: The purpose of this Ordinance is to create a Park Committee for advisory purposes on future park and trail improvements.

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

Section 1: Town of Lawrence Ordinance Section xxx-xx is hereby created to read as follows:

§ xxx-xx. Park Committee

A. Composition and Appointment

The Town Park Committee shall consist of five members nominated by the Town Chairperson and appointed by the Town Board of Supervisors in writing and filed with the Town Clerk. Up to one Town Board Supervisor shall be included as a member of the Park Committee.

B. Term. The term of each member shall be for five (5) years. Initial appointments upon the creation of the committee shall be staggered so that in each year a new appointment of one member shall be made by the Town Board of Supervisors.

C. Purpose Make advisory recommendations on governing, managing, controlling, improving and caring for all public parks and trails within the limits and jurisdiction of the Town of Lawrence and promoting the orderly and suitable use and enjoyment thereof by the general public.

D. Compensation Compensation of members of the Town Park Committee shall be set by the Town Board annually and once set shall remain in such amount until amended or changed by the Town Board. Compensation is in the form of a stipend to be paid for members for according to attendance at meetings of the Park Committee and not for labor and/or services performed at the request of the Park Committee.

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 14th day of October 2024.

TOWN OF LAWRENCE

Introduced by:
Seconded by:
Vote: -ayes, -nays

_____
Town Chairman, Lanny Tibaldo

Attest: _____
Town Clerk, Cindy Kocken

Agenda Item Review

Meeting Date: October 28, 2024
Agenda Item#: 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Cindy Kocken, Clerk-Treasurer; Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consideration of Deduct Meter Policy**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, through fees collected by those who participate

Item History

A second meter, or deduct meter, program would allow for residential customers to obtain a second water meter for the purpose of measuring how much water is used outside of the home. Customers pay for all water used by the main meter. They're also charged sewer usage on the same readings.

The second meter can measure how much water is used outside, which technically wouldn't go down the sanitary sewer system. Therefore, a second meter or deduct meter is used solely as a tool to measure outside water and not charge sewer on that volume from the main meter reading each quarter.

There are costs to the program as the meters cost money to obtain, read, maintain, etc.

The Town historically allowed for these second meters but did not have it approved in Town ordinance or in Water Utility tariffs approved by the Public Service Commission.

We've stopped issuing second meters during the recent PSC water rate case work over the past year. We have had additional customers request the ability to consider a deduct meter, and in consultation with the PSC during our water race case, it was decided that we would look to re-implement the deduct meter program as a Sewer Utility program.

Deduct Meter Policy:
This policy will outline the installation requirements of the second meter along with the additional fees that will be applied each quarter. The original fees were reviewed and updated to reflect the increases in cost since the program began more than 15 years ago. Also provided is the cost analysis for the consumer to determine the benefits of having a deduct meter.

Recommended Action By Town Board

Staff recommends approving Deduct Meter Policy, and ordinance amendment would be made to be considered in November as a result.

Deduct Meter Policy Information

Dear Lawrence Resident,

The Town of Lawrence Water Utility quantifies water and sewage usage by the use of a water meter. This standard meter installed in your home tracks all water usage and bills water and sewer accordingly. If you plan to use a lot of outdoor water that will not discharge to the sanitary sewer system you may choose to install an additional deduct meter.

A deduct meter is a separate meter that measures the amount of water used for items such as lawns, outdoor plant waters, washing vehicles, washing exterior surfaces, filling pools, etc.; water that does not go into the sanitary sewer system. The amount that goes through the deduct meter is then subtracted from the sewer usage and therefore no sewer charges are assessed. A separate meter is the only way to accurately measure the water used exclusively from outside faucets that is not flowing into the sewer system.

To request the installation of a deduct meter, please:

1. Complete the **Second Permit Meter Application** (located in this packet)
2. Hire a licensed plumber to reconfigure plumbing to the outside lines in preparation to have a second meter installed on the service line after the primary water meter.
3. Contact Town of Lawrence Utility Department at (920) 336-9131 to have a utility personnel inspect the work to ensure the deduct meter plumbing is in the correct location, and that it only serves the outside hose bibs and does not serve any water fixture that leads to a drain inside the home. Utility personnel will then install the deduct meter.

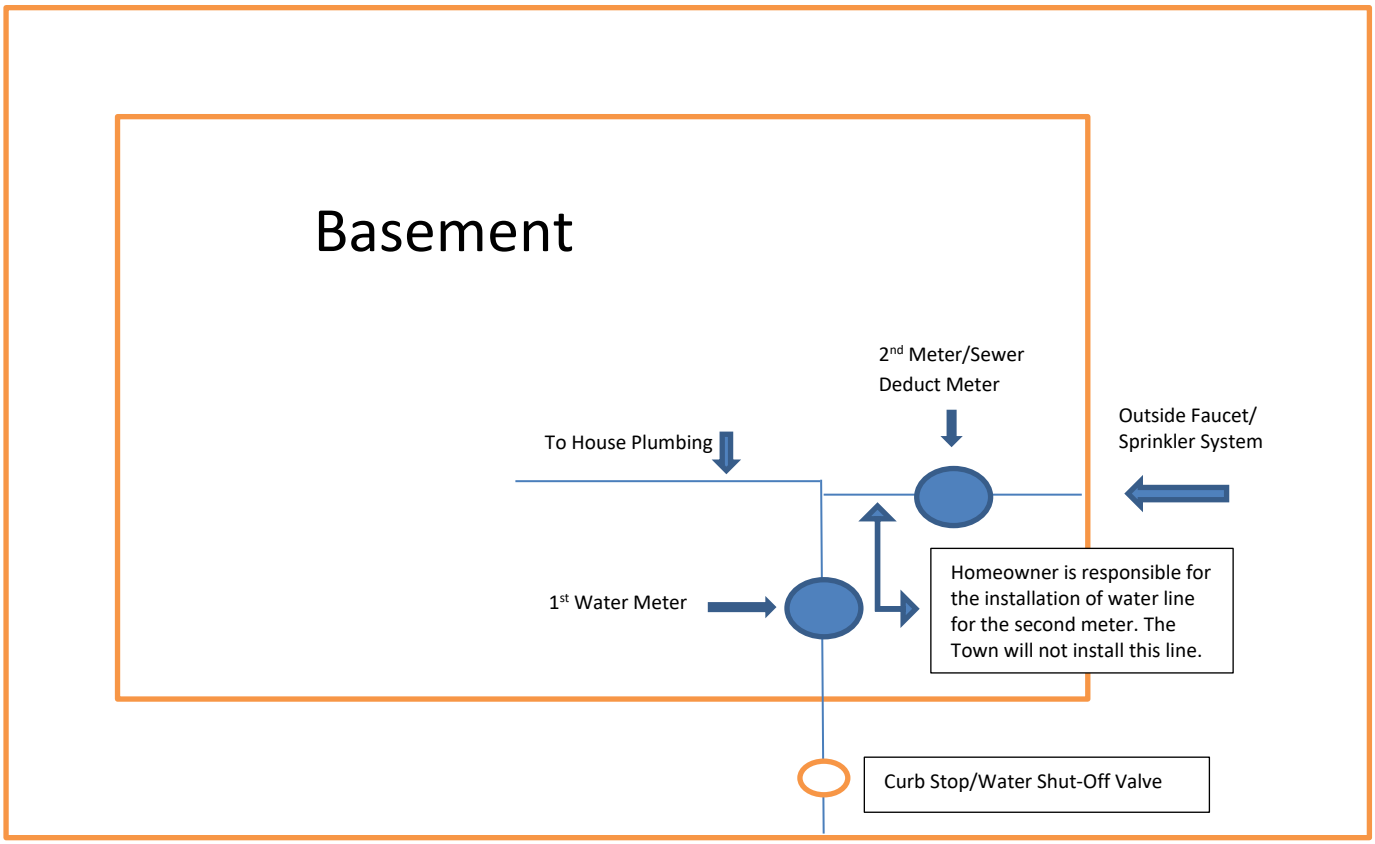
If you have further questions or would like clarification of any information presented herein, please feel free to contact the Town Hall at (920) 336-9131.

Kurt Minten
Director of Public Works

2400 Shady Court, De Pere, WI 54115
Ph: (920)336-9131 Fax: (920) 336-9193

TOWN OF LAWRENCE SEWER UTILITY

2nd Meter (Deduct Meter) Installation & Policy



Water Volume Rates:
First 21,000 gallons - $8.85 per 1,000 gallons
Over 21,000 gallons - $8.33 per 1,000 gallons

Sewer Volume Rates:
$5.11 per 1,000 gallons

2nd Meter (Deduct Meter) Rates:
Permit Fee (one-time fee due with permit)
$225.00
$
Quarterly Fee
5/8" Meter $30.01
1" Meter $45.01
Meter Removal Fee
$ 55.00

2400 Shady Court, De Pere, WI 54115
Ph: (920)336-9131 Fax: (920) 336-9193

Policy for Installation of a Second Meter

- Permit for second meter is required.
- Quarterly meter charge applies to 2nd meter
- All future volume rate adjustments apply to **both** 1st and 2nd meter.
- Second meter to be installed downstream (after) main water meter.
- Plumbing is required to be installed by a licensed plumber. All plumbing connected to the second meter must terminate outside of the building and shall not enter the Town Sanitary System.
- Removal of 2nd Meter requires a 30-day notice and a removal fee of $55.00. This fee must be paid in full before removal. All plumbing required for removal must be done by a licensed plumber.
- The water volume rate will be charged based on the first meter reading and a sewer volume credit will be given for the reading on the 2nd meter.

EXAMPLE OF QUARTERLY UTILITY BILL

1st Meter Reading	22,000	Gallons
2nd Meter Reading	7,000	Gallons

Water Volume Charge	**Rate (per 1,000 Gallons)**	**Charges**
1st 21,000 gallons	$ 8.85	$ 185.84
Over 21,000	$ 8.33	$ 58.31
Meter Quarterly Charge*	**Rate**	
5/8" Meter	$ 36.00	$ 36.00
Sewer Volume Charge	**Rate (per 1,000 Gallons)**	**Charges**
1st Meter	$ 5.11	$ 112.42
2nd Meter Credit	$ 5.11	$ (35.77)
Sewer Quarterly Charge*	**Rate**	
5/8" Meter	$ 71.85	$ 71.85
5/8" 2nd Meter	30.01	30.01
1" 2nd Meter	45.01	45.01
Public Fire Protection*	**Rate**	
5/8" Meter	$ 12.15	$ 12.15
TOTAL UTILITY BILL for QUARTER		$ 470.81

***Rate is based on Meter Size**

Cost Analysis for 2nd Meter

Meter Size:	**5/8"**	**1"**
Permit Fee	$225.00	$225.00
Quarterly Meter Charge for 2nd Meter (x4)	$120.04	$180.04
Total **First Year** Annual Cost	$345.04	$405.04
Breakeven Usage Calculation:		
First Year Annual Cost	$345.04	$405.04
Sewer Volume Rate (per 1000 gallons)	$5.11	$5.11
Total Gallons of Water usage to Break even	**67,522.50**	**79,264.16**
Second Year Annual Cost (Quarterly Charge X 4)	120.04	$180.04
Sewer Volume Rate (per 1000 gallons)	$5.11	$5.11
Total Gallons of Water usage to Break even	**23,491.19**	**35,232.88**

2400 Shady Court, De Pere, WI 54115
Ph: (920)336-9131 Fax: (920) 336-9193

SECOND METER PERMIT APPLICATION

CUSTOMER INFORMATION		
Customer Name:		
Address:		
City:	State:	ZIP Code:
Phone:		Mobile:

PLUMBING CONTRACTOR INFORMATION		
Contractor Name:		
Address:		
City:	State:	ZIP Code:
Phone:	License #	Exp. Date:

WATER METER INFORMATION

☐ 5/8" Meter ☐ 1" Meter

PERMIT FEES:

Meter Installation Fee ($225): $_____
Meter Removal Fee ($55) $_____
Checks should be made payable to: Town of Lawrence

PAYMENT RECEIVED

DATE:_____

CHECK #_____

ALL OTHER INFORMATION

- ALL FUTURE METER RATE ADJUSTMENTS APPLY TO BOTH MAIN AND SECOND METER
- SECOND METER TO BE INSTALLED DOWNSTREAM (AFTER) MAIN WATER METER
- ALL PLUMBING CONNECTED TO THE SECOND METER MUST TERMINATE OUTSIDE OF THE BUILDING
- ALL WATER FROM THE SECOND METER **SHALL NOT** ENTER THE SANITARY SEWER
- **METER REMOVAL FEE $55.00**

*****FAILURE TO COMPLY WITH ANY OF THE ABOVE WILL RESULT IN A CITATION*****

The applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of the above-named Town in effect at the time of this application, and with any special provisions listed above or attached hereto, and all plans, details, or notes attached hereto and made a part thereof.

Signature of applicant:	**Date**:

FOR OFFICE USE ONLY

PERMIT ISSUED BY

Name:_____ Title:_____ Date:_____

METER INSTALLATION/REMOVAL INFORMATION

Installation Date:	Installed by:
Removal Date:	Removed by:

☐ 5/8" Meter ☐ 1" Meter Meter#:_____ Transponder#_____

_____

2400 Shady Court, De Pere, WI 54115
Ph: (920)336-9131 Fax: (920) 336-9193

Agenda Item Review

Meeting Date: 10/28/2024
Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consideration of Johnson Claim re: Police K9**

FISCAL IMPACT:

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

Item History:
Mr. Johnson filed a claim against the Town, the Village of Hobart and Brown County related to a police call in early May 2024 in the Town of Lawrence, in the vicinity of Lawrence Drive and Pisces Place.

A Brown County Sheriff K-9 unit assisted in the response for the incident and was utilized as part of the incident, having made contact with Mr. Johnson.

As a result, Mr. Johnson has submitted a claim for $300,000. (claim attached).

Police Chief Renkas has reviewed the claim and the incident. He is able to provide any additional information on the incident, if board members would request.

Recommended Action:
Recommend denial of Johnson claim.

August 27, 2024

Village of Hobart Municipal Clerk
Lisa Vanden Heuvel
2990 South Pine Tree Road
Hobart, WI 54155

Brown County Clerk
Patrick Moynihan
305 E. Walnut St. , #120
Green Bay, WI 54301

Town of Lawrence Clerk
Cindy Kocken
2400 Shady Ct.
De Pere, WI 54115

Re: Notice of Claim for an Incident Occurring on May 2, 2024, in the Town of Lawrence

Dear Clerk,

The Claimant, Darren Robert Johnson, hereby presents his Notice of Claim pursuant to Wis. Stat. § 893.80.

On May 2, 2024, while involved in an interaction with law enforcement, a canine officer was directed to attack me. This attack resulted in great injury to me and required medical intervention. Because of the attack, I had to be taken to the hospital for treatment for the multiple bite marks I sustained to my hand. I continue to suffer the after effects of the attack by the canine officer. I've suffered a great deal of pain both during and since the attack.

Law enforcement's use of excessive force resulted in unnecessary pain and injury to myself.

I am entitled to medical expenses for my ongoing treatment as well as compensation for the pain and suffering I've experienced suffered due to the use of excessive force by law enforcement on May 2, 2024. I believe that I should receive $300,000.00 as compensation for my medical expenses and pain and suffering

Sincerely,

Darren R. Johnson
1753 Western Ave.
Green Bay, WI 54303

Agenda Item Review

Meeting Date: October 28, 2024
Agenda Item#: 15

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consideration to Cancel or Reschedule December 23rd Town Board meeting**

FISCAL IMPACT:

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

Item History

It was mentioned at the 10/14/24 Town Board meeting that the board should consider cancelling or rescheduling the December 23rd meeting due the holiday shortly thereafter.

We would recommend considering to move that meeting to Monday December 30th, if needed.

Recommended Action:

Consider cancelling December 23rd Town Board meeting and consider setting Monday December 30th as the replacement meeting date, if needed.