

Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, March 10, 2025, at 6:00 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public Comments upon matters not on agenda or other announcements
6. Consider minutes of February 24, 2025, Town Board Meeting
7. Consideration of payment of due invoices
8. Consideration of Purchase of new 12-Foot Utility Trailer
9. Consideration of Geotechnical Work for Future Trail Bridge Connecting American Blvd/Little Rapids Subdivision
10. Consideration of Ordinance 2025-001 Creating Chapter 33, Elections Ordinance
11. Consideration of Resolution 2025-001 Authorize Sale of Lots - Lawrence Parkway First & Second Addition
12. Consideration of Development Agreement – DePere Select Soccer Club, Inc (Sports Emporium)
13. Discussion on Upcoming Planning for Sand Acres Drive and Future Water Extension Projects
14. Consideration of TID Budgets for 2025
15. Administrator/Staff Reports
16. Future Agenda Items
17. **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*)
18. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
19. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on March 7, 2025:

- 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 54115
Monday, February 24, 2025, at 6:00 P.M.

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

Others in Attendance: Patrick Wetzal, Administrator; Melissa Hongisto, Deputy Clerk; Scott Beining, Building Inspector/Zoning Administrator; Kurt Minten, Public Works Director; Luke Pasterski, Fire Chief; Michael Renkas, Police Chief

Excused: Cindy Kocken, Clerk/Treasurer

3. Pledge of Allegiance

4. Approve Agenda

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

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

Ken Vandehei, 3186 Williams Grant Dr; concerned about Kwik Trip lights shining across the street, would like more to be done with the phragmites along Hwy 41, pleased something will be done with the land behind Kwik Trip.

6. Consider minutes of February 10, 2025, Town Board Meeting

Supervisor Frigo made the motion to approve the minutes of February 10, 2025 Town Board meeting as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices

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

8. Oath/Swearing in of new Hobart-Lawrence Police Lieutenant Tim Allen

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

a. Consideration of Site Plan Review of commercial remodel at 1740 Eisenhower Road, Parcel L-655 by Robinson Inc.

Supervisor Bain makes a motion to approve the Site Plan Review of commercial remodel at 1740 Eisenhower Road, Parcel L-655 by Robinson Inc. Supervisor Frigo seconded the motion. The motion carried unanimously.

10. Consideration of Conditional Use Permit (CUP) for location and height of fence at 1571 Echo Pine Court, Parcel L-2050 by Katie Stephan.

Supervisor Bain made a motion not to approve the Conditional Use Permit (CUP). Supervisor Frigo seconded the motion. Motion carried 3-2. Brienens and Vannieuwenhoven – nay.

Supervisor Brienens made a motion to open the floor. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.

Supervisor Brienens made a motion to close the floor. Supervisor Frigo seconded the motion. The motion carried unanimously.

11. Consider Support for Reappointment of Brown County Plan Commission Representative – Gary Pahl

Supervisor Brienens made a motion to reappoint Gary Pahl as Brown County Plan Commission Representative. Supervisor Frigo seconded the motion. Motion carried unanimously.

12. Review of Creating Proposed Election Ordinance

Discussion was held.

13. Consideration of Pay Request #7 Mid Valley Drive Utility Relocation – PTS Contractors, Inc. - \$105,585.66

Supervisor Bain made the motion to approve Pay Request #7 Mid Valley Drive Utility Relocation - PTS Contractors, Inc. as presented. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.

14. Consideration of Brown County Project Agreement – Roundabout Project for CTH S and CTH F

Supervisor Brienen made a motion to approve the Brown County Project Agreement – Roundabout Project for CTH S and CTH F. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.

15. Administrator/Staff Reports

16. Future Agenda Items

a. Election Ordinance

17. 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*) Town Board did not go into closed session, however items listed were discussed in open session.

18. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats Town Board did not go into closed session.

19. Adjourn

Supervisor Frigo made the motion at 7:14 p.m. to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,

Melissa Hongisto, Deputy Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	57261-1	IT Services	02/28/2025	105.00	.00		
869	AIT Business Technologies, LLC	57755	Microsoft Office-Anti Virus	03/01/2025	409.00	.00		
869	AIT Business Technologies, LLC	57756	Server Backup	03/01/2025	199.99	.00		
869	AIT Business Technologies, LLC	57757	IT Services	03/01/2025	629.99	.00		
869	AIT Business Technologies, LLC	57758	Telephone Service	03/01/2025	150.00	.00		
869	AIT Business Technologies, LLC	57758	Water Telephone	03/01/2025	75.00	.00		
869	AIT Business Technologies, LLC	57758	Sewer Telephone	03/01/2025	75.00	.00		
869	AIT Business Technologies, LLC	FT-1644	SCADA line	03/01/2025	80.95	.00		
869	AIT Business Technologies, LLC	FT-1644	Fax Line	03/01/2025	12.31	.00		
Total AIT Business Technologies, LLC:					1,737.24	.00		
Albers Investments								
1228	Albers Investments	22-10-0025	Contractor Deposit Refund - 3568	03/07/2025	1,000.00	.00		
Total Albers Investments:					1,000.00	.00		
Arrow Audio, Inc.								
1226	Arrow Audio, Inc.	25889	Community Room Audio/Micropho	02/28/2025	29,277.83	.00		
Total Arrow Audio, Inc.:					29,277.83	.00		
Associated Appraisal Consultants, Inc								
31	Associated Appraisal Consultants,	179101	Town Assessor	03/01/2025	1,476.20	.00		
Total Associated Appraisal Consultants, Inc:					1,476.20	.00		
Badger Meter, Inc								
37	Badger Meter, Inc	80188746	Services	02/28/2025	2,070.94	.00		
Total Badger Meter, Inc:					2,070.94	.00		
Batteries Plus LLC								
40	Batteries Plus LLC	P80444755	Meter Station Dialer	02/20/2025	23.90	.00		
Total Batteries Plus LLC:					23.90	.00		
Bayland Building Inc								
46	Bayland Building Inc	24-06-0028	Contractor Depsoit refund-2842 A	03/05/2025	1,000.00	.00		
Total Bayland Building Inc:					1,000.00	.00		
Bear Graphics								
623	Bear Graphics	0955687	Election Supplies	02/26/2025	283.44	.00		
Total Bear Graphics:					283.44	.00		
BE's Refreshments Inc.								
1157	BE's Refreshments Inc.	490857	Water Town Hall	02/20/2025	35.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total BE's Refreshments Inc.:					35.00	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	3550	February Water Billing	03/06/2025	42,450.71	.00		
Total Central Brown County Water Authority:					42,450.71	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9009953248	Water Testing	02/18/2025	96.00	.00		
102	Clean Water Testing LLC	9009989298	Water Testing	02/25/2025	96.00	.00		
Total Clean Water Testing LLC:					192.00	.00		
Compass Minerals America								
509	Compass Minerals America	1471823	Salt	03/03/2025	7,020.80	.00		
509	Compass Minerals America	1472571	Salt	03/04/2025	1,782.55	.00		
Total Compass Minerals America:					8,803.35	.00		
Complete Office								
1010	Complete Office	878574	Office Supplies General	02/27/2025	32.58	.00		
1010	Complete Office	878574	Office Supplies Sewer	02/27/2025	16.29	.00		
1010	Complete Office	878574	Office Supplies Water	02/27/2025	16.28	.00		
Total Complete Office:					65.15	.00		
Country Visions Cooperative								
106	Country Visions Cooperative	211021	Fuel	02/17/2025	786.78	.00		
Total Country Visions Cooperative:					786.78	.00		
Diggers Hotline								
125	Diggers Hotline	250 2 19551	WF-Locate Service	02/28/2025	47.70	.00		
125	Diggers Hotline	250 2 19551	SF-Locate Service	02/28/2025	47.70	.00		
Total Diggers Hotline:					95.40	.00		
Earth Development, Inc								
976	Earth Development, Inc	302447	Snow Removal Round-Abouts	01/31/2025	105.00	.00		
Total Earth Development, Inc:					105.00	.00		
Ehlers and Associates								
688	Ehlers and Associates	1462	TID Annual Reports/Meetings	01/09/2025	2,000.00	.00		
688	Ehlers and Associates	1462	TID Annual Reports/Meetings	01/09/2025	2,000.00	.00		
Total Ehlers and Associates:					4,000.00	.00		
Fox Valley Septic								
164	Fox Valley Septic	11212024	Pump Septic @ Town Hall	11/21/2024	285.00	.00		
Total Fox Valley Septic:					285.00	.00		
Franks Radio								
167	Franks Radio	126943	Fire Radio Batteries	02/19/2025	299.96	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Franks Radio:					299.96	.00		
General Code								
179	General Code	GC00129465	Codification	03/01/2025	298.75	.00		
179	General Code	GC00129465	Codification	03/01/2025	298.75	.00		
179	General Code	GC00129465	Codification	03/01/2025	298.75	.00		
179	General Code	GC00129465	Codification	03/01/2025	298.75	.00		
Total General Code:					1,195.00	.00		
Global Recognition Inc.								
573	Global Recognition Inc.	237858	PW Uniform Logo	03/04/2025	117.95	.00		
Total Global Recognition Inc.:					117.95	.00		
Harter's Fox Valley Disposal								
1211	Harter's Fox Valley Disposal	1145149	Recycle Services	02/28/2025	9,723.30	.00		
1211	Harter's Fox Valley Disposal	1145149	Trash Services	02/28/2025	16,783.30	.00		
Total Harter's Fox Valley Disposal:					26,506.60	.00		
Menards Inc								
286	Menards Inc	43758	FD Lights	02/25/2025	555.80	.00		
286	Menards Inc	43845	Fire Station Repairs	02/27/2025	199.98	.00		
286	Menards Inc	43845	Fire Department Supplies	02/27/2025	61.66	.00		
286	Menards Inc	44013	Shop Supplies	03/03/2025	34.16	.00		
286	Menards Inc	44026	Fire Department Supplies	03/03/2025	2.48	.00		
Total Menards Inc:					854.08	.00		
MTAW								
305	MTAW	6262	Membership Dues-Melissa M	03/01/2025	60.00	.00		
Total MTAW:					60.00	.00		
Oshkosh Fire & Police Equipment								
320	Oshkosh Fire & Police Equipment	196518	Boots - 2% supplies	02/26/2025	616.00	.00		
320	Oshkosh Fire & Police Equipment	196523	Fire dept 2% supplies	02/26/2025	964.00	.00		
Total Oshkosh Fire & Police Equipment:					1,580.00	.00		
Packer City International Inc								
322	Packer City International Inc	R101060651:0	Truck #4 Snow Plow Repair	02/25/2025	766.84	.00		
Total Packer City International Inc:					766.84	.00		
PJ Kortens Company, Inc.								
332	PJ Kortens Company, Inc.	10025355	Programming	03/03/2025	370.00	.00		
Total PJ Kortens Company, Inc.:					370.00	.00		
PTS CONTRACTORS, INC								
952	PTS CONTRACTORS, INC	L0017-09-23-0	Mid Valley Contract PR#7	02/17/2025	105,585.66	105,585.66	02/25/2025	
Total PTS CONTRACTORS, INC:					105,585.66	105,585.66		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Relyco Plus LLC								
1159	Relyco Plus LLC	L0017-09-22-0	2023 Storm Ponds (Mahogany)- P	11/14/2024	9,605.50	9,605.50	02/25/2025	
1159	Relyco Plus LLC	L0017-09-22-0	2023 Storm Ponds (Parkway Sout	11/14/2024	4,713.06	4,713.06	02/25/2025	
Total Relyco Plus LLC:					14,318.56	14,318.56		
Renning, Lewis & Lacy, s.c								
1197	Renning, Lewis & Lacy, s.c	7337152	General Legal-December	12/31/2024	900.00	.00		
1197	Renning, Lewis & Lacy, s.c	7337181	Dev Agreements/Contracts-Dece	12/31/2024	399.50	.00		
1197	Renning, Lewis & Lacy, s.c	7337769	General Legal-January	01/31/2025	896.00	.00		
1197	Renning, Lewis & Lacy, s.c	7337770	Agreements-January	01/31/2025	924.00	.00		
Total Renning, Lewis & Lacy, s.c:					3,119.50	.00		
Replay Sports Bar & Grill								
1083	Replay Sports Bar & Grill	030425	Election Food	03/04/2025	144.00	.00		
Total Replay Sports Bar & Grill:					144.00	.00		
ROC Building Systems								
368	ROC Building Systems	24-06-0033	Contractors Deposits-902 Hedwig	02/27/2025	1,000.00	.00		
Total ROC Building Systems:					1,000.00	.00		
Securian Financial Group, Inc								
944	Securian Financial Group, Inc	002832L-0401	Life Insurance	03/01/2025	298.81	.00		
Total Securian Financial Group, Inc:					298.81	.00		
Tri-City Glass & Door								
428	Tri-City Glass & Door	I03098660	Fire Station Door Repair	02/19/2025	170.00	.00		
Total Tri-City Glass & Door:					170.00	.00		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1135459-00	Snow Plow Repairs	02/21/2025	203.68	.00		
Total Truck Equipment Inc.:					203.68	.00		
Village of Hobart								
450	Village of Hobart	022825	Law & Ordinance Violations	03/04/2025	2,486.09	.00		
450	Village of Hobart	022825	Police Vehicle Lease	03/04/2025	3,766.23	.00		
450	Village of Hobart	022825	Background Checks	03/04/2025	50.85	.00		
450	Village of Hobart	022825	Police Seminars/Conf/Training	03/04/2025	448.00	.00		
450	Village of Hobart	022825	Telephone/Cell/Radios	03/04/2025	7,405.18	.00		
450	Village of Hobart	022825	Police Vehicle Maintenance	03/04/2025	85.04	.00		
450	Village of Hobart	022825	Police Supplies	03/04/2025	383.87	.00		
450	Village of Hobart	022825	Police Fuel Expenses	03/04/2025	1,001.94	.00		
450	Village of Hobart	022825	Police Captial Equipment	03/04/2025	19.83	.00		
450	Village of Hobart	022825	Municipal Attorney	03/04/2025	226.93	.00		
450	Village of Hobart	022825	Court Supplies	03/04/2025	411.25	.00		
450	Village of Hobart	022825	Police/Admin Salaries	03/04/2025	6,812.88	.00		
450	Village of Hobart	022825	Police/Adm Payroll Taxes	03/04/2025	2,304.52	.00		
450	Village of Hobart	022825	Police Retirement Expense	03/04/2025	4,286.69	.00		
450	Village of Hobart	022825	Health, Dental, Life, Wrk comp	03/04/2025	6,262.56	.00		
450	Village of Hobart	022825	Judge Salary	03/04/2025	261.11	.00		
450	Village of Hobart	022825	Court Clerk Wages	03/04/2025	1,094.62	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
450	Village of Hobart	022825	Court Clerk Payroll Tax	03/04/2025	103.71	.00		
450	Village of Hobart	022825	Court Clerk Retirement	03/04/2025	75.53	.00		
450	Village of Hobart	022825	Court Health/Dental/Life/WC	03/04/2025	1.80	.00		
450	Village of Hobart	022825	Court Seminars/Conference/Educ	03/04/2025	68.34	.00		
Total Village of Hobart:					32,584.79	.00		
VOS Electric, Inc								
1064	VOS Electric, Inc	112754	Town Hall GFI	02/26/2025	145.45	.00		
Total VOS Electric, Inc:					145.45	.00		
WCMA								
582	WCMA	2025 MEMBER	Administrator Dues	02/26/2025	214.16	214.16	02/26/2025	
Total WCMA:					214.16	214.16		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	3735155	Services 2400 Shady Ct	02/21/2025	67.38	.00		
Total Wil-Kil Pest Control:					67.38	.00		
Wisconsin Humane Society								
1227	Wisconsin Humane Society	3217	Annual Animal Impound Services	02/18/2025	200.00	.00		
Total Wisconsin Humane Society:					200.00	.00		
Grand Totals:					283,490.36	120,118.38		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

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



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 08

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 Purchase of New 12-foot trailer**

FISCAL IMPACT:

- 1. Is there A Fiscal Impact? Yes
- 2. Is it Currently Budgeted? Yes-Capital funds from various accounts

Item History: We are looking to upgrade our small 12-foot utility trailer for hauling a lawnmower to cut grass in various areas in the town. Our current aluminum trailer has continuous upkeep that’s needed. We are having to reweld breaks every year.

We got quotes on several steel trailers from 2 different dealers. We decided on a trailer from Badger Trailer. The H&H 76-inch x 12-foot trailer seemed to be built with heavier steel and better spring loader ramp for a total price of \$2,495.00.

Recommended Action: We recommend purchasing the H&H 12 foot steel utility trailer from Badger Trailer for \$2495.00.



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 09

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: **Soil borings for pedestrian bridge connecting trail**

FISCAL IMPACT:

1. Is there A Fiscal Impact?	<u>Yes</u>
2. Is it Currently Budgeted?	Yes- expense within TID 1 connectivity projects

Item History: With the town continuing to build a trail system we need to build a pedestrian bridge to connect the trail heading east out of the Little Rapids subdivision to the trail coming west from American Boulevard. To build the proper pedestrian bridge, which is crossing a navigable waterway, we need to take soil borings to help with the design of the bridge.

McMahon sent out a request for quotes from three qualified firms for Geotech work that includes 2 borings, detailed report and a detailed timeline to accomplish the work. One firm did not respond to the request. The 2 that did were ECS for a cost of \$7300.00 and PSI for the cost of \$7200.00. Both firms included boring work and detailed reports, but ECS gave us a detailed timeline to complete the work and PSI did not. The project needs to keep moving forward and having the detailed timeline fits our timeline.

Recommended Action: I would recommend approving ECS for \$7300 by completing 2 borings, detailed report on a detailed timeline.



ECS Midwest, LLC

Proposal for Subsurface Exploration and
Geotechnical Engineering

Pedestrian Bridge – American Boulevard to Woodward Way

American Boulevard
Town of Lawrence, Brown County, Wisconsin

ECS Proposal Number 59:6721-GP

February 21, 2025



February 21, 2025

Mr. Patrick Wetzel, Town Administrator
Town of Lawrence
2400 Shady Court
De Pere, WI 54115
Email: patrickw@lawrencewi.gov

CC: Mr. Shane Kelliher
McMahon
Email: skelliher@mcmgrp.com

ECS Proposal No. 59:6721-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Pedestrian Bridge – American Boulevard to Woodward Way
American Boulevard
Town of Lawrence, Brown County, Wisconsin

Dear Mr. Wetzel:

As requested on February 14, 2025, ECS Midwest, LLC (ECS) is pleased to present the following lump sum proposal for providing geotechnical subsurface exploration and geotechnical engineering services for the above referenced project. This proposal outlines our understanding of the project, the proposed scope of services, activity schedule, fees, and authorization requirement.

In preparing this proposal, we have had the opportunity to review the Request for Proposal, an overview map of the site location and identified proposed boring locations (dated 2/11/2025), available geologic and geotechnical information for the general site vicinity, aerial photography, and discuss the overall project with you.

PROJECT DESCRIPTION

The project site is located over an unnamed tributary of Ashwaubenon Creek between American Boulevard and Woodward Way in the Town of Lawrence, Brown County, Wisconsin. Based on our review of aerial photographs, the site appears to consist of a small creek. An existing gravel trail leads to both sides of the proposed creek crossing from existing roadways.

ECS understands the proposed project consists of the design and construction of a pedestrian bridge over the creek. The proposed bridge structure is expected to be a clear span bridge. We anticipate the proposed vertical profile will approximately match the grade at the top of the creek bank at each abutment.

A subsurface exploration consisting of a series of test borings will be performed at the site to evaluate the subsurface conditions within limits of the proposed construction. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

BASE SCOPE OF SERVICES

Our integrated services will include drilling of test borings by drill crews guided by ECS, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses and preparation of a geotechnical engineering report. Our proposed scope of services are as follows:

Field Exploration

- The proposed boring locations will be marked in the field by ECS or its subcontracted driller utilizing a handheld GPS unit and/or conventional measuring techniques. The surface elevation will also be measured at each of the boring locations using conventional leveling techniques.
- Digger's Hotline will be contacted to mark utilities in the vicinity of the boring locations. ECS will work with the owner attempting to avoid private buried utilities. However, our base fee does not include contracting a private utility locator. We can include coordinating a private utility locator as an optional service, if requested.
- Mobilize a truck mounted drilling rig to the site.
- As requested, two (2) standard penetration test borings will be performed for this exploration. Further, ECS recommends each of the borings be advanced to a depth of 50 feet below the existing grade within the proposed abutment locations unless auger refusal causes them to be terminated at a shallower depth.
- If auger refusal is encountered in the borings prior to reaching a depth of 25 feet, then ECS will perform a 5-foot long rock core into the obstruction. For each core run, the core recovery length, and the respective rock quality designation (RQD) will be measured and recorded. Photographs of the rock cores will be taken and included in the report along with Test Boring Records which provide details of the rock core descriptions, recovery, and RQD.
- Standard Penetration Tests in general accordance with ASTM D1586, and thin-wall tube sampling techniques in general accordance with ASTM D1587, will be performed in each soil boring at standard intervals. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth.
- Measure depth of groundwater within each borehole at the time of drilling and prior to backfilling.
- Upon completion of subsurface exploration drilling, each of the boreholes will be backfilled in accordance with Wisconsin Administrative Code NR141. Excess soil cuttings from the boring will be thin spread at the boring location. The owner should anticipate some rutting and marred surfaces in unpaved areas accessed for the borings. Our drill crew will minimize site disturbance as reasonably possible. Typically, we will not provide site repairs beyond what is outlined above unless specifically contracted.
- Upon completion of drilling operations, the collected representative samples will be returned to our laboratory for further identification and testing.

This proposal does not include environmental testing or sampling, or the use of special OSHA protections for hazardous drilling conditions. The client should inform ECS of known environmental site conditions which could affect the health and safety of the drill crew.

Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

Laboratory Services

The subsurface exploration program will include limited laboratory testing, as we deem it necessary to evaluate the classification, strength, and other characteristics of the encountered subsurface materials.

- As a minimum, we will perform calibrated hand penetrometer resistance tests on cohesive soil samples, moisture tests, gradation, and loss of ignition (LOI) tests on organic soils, if necessary.

Report

Upon completion of testing and geotechnical engineering analysis, we will prepare a written geotechnical engineering report that presents our findings and recommendations. We will provide one color electronic version (PDF format) of the report. If requested, ECS will provide up to two bound copies of the report for the quoted fee. Additional bound reports requested will be provided for a nominal fee. The geotechnical engineering report will include the following items:

- Observations from our site reconnaissance, including current site conditions, surface drainage features, and surface topographic conditions.
- A review of the published geologic conditions and their relevance to your planned development.
- A subsurface characterization and a description of the field exploration and laboratory tests performed by ECS.
- A boring location diagram illustrating the approximate boring locations.
- A summary of groundwater conditions encountered during the exploration including the observed groundwater levels within the boreholes and the presence of perched water levels at the bore hole locations.
- Records of the field exploration (test boring logs) prepared in accordance with the local standard practice for geotechnical engineering. The soils will be characterized using ASTM D2488 Unified Soil Classification System (USCS) and the American Association of State Highway and Transportation Officials (AASHTO) Soil Classification as a guide.
- Recommended allowable soil bearing pressure(s) for conventional shallow foundations (spread footings) and estimates of potential foundation settlement. If the subsurface conditions preclude the economical use of a conventional shallow foundation system, then we will provide recommendations for intermediate foundations, ground improvement options or deep foundations (such as driven piles or helical piles).

- If deep foundations are required, then we will provide recommended pile tip depths and capacities for a deep foundation system to support the bridge structure. A drivability analysis will also be included in the report.
- Design and construction recommendations for below grade retaining walls, including lateral earth pressures, sliding resistance coefficients, uplift resistance, drainage, and wall backfill.
- Recommendations for bridge approach pavements (rigid and flexible) including pavement subgrade preparation and drainage, AASHTO pavement design parameters in accordance with WisDOT Facilities Design Manual (FDM), soil classification, subgrade reaction modulus, resilient modulus, frost index, soil support number, and design group index.
- Evaluation of the on-site soils for reuse as engineered fill to support pavements. We will also include recommendations for compaction, testing frequency, and general engineered fill material guidelines.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related geotechnical engineering for this project.

ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients.

Most notably:

- **Resources.** ECS has extensive experience in Wisconsin, which allows us to meet your schedule and project timeline requirements with efficient and well-informed recommendations. Our track record demonstrates our ability to execute quality services for your fast-paced projects.
- **Experience.** ECS has established an extensive subsurface database for local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology.** ECS utilizes Global Positioning System (GPS) services to locate borings more accurately in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise.** ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

OPTIONAL SERVICES

In addition to the scope of services described previously, there are other services and alternative exploration techniques ECS can conduct that may benefit your project. We have provided a summary of these optional services in the following sections for your consideration.

Private Utility Clearance

We or our subcontracted driller will contact Digger's Hotline to locate underground utilities at the site, but our experience indicates that Digger's Hotline will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will locate our test boring locations attempting to avoid underground utilities indicated by the Digger's Hotline locating system. However, we will not be responsible for private utilities not pointed out to us by the landowner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability for a fee of \$900.**

Contracting a private utility locator service is not a guarantee that each of the utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Digger's Hotline services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines). Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. *[If you would like ECS to perform this optional service, please indicate so on the attached Proposal Acceptance Form.]*

FEE

ECS will provide the above Base Scope of Services for the **lump sum fee of \$7,300**. Estimated fees for the optional services are noted on the attached Proposal Acceptance Form. Our fee anticipates the site is accessible to a truck mounted drill rig and the soil borings can be performed during normal work hours (Monday - Friday, 7am to 5pm).

If additional services are requested or required based on difficult drilling conditions (e.g., soils having SPT blow counts > 50 blows/6-inches or fill materials such as demolition debris, etc.), unreported contaminated materials, or differing site conditions, we will contact your office (or assigned representative) for verbal and written authorization for the additional services.

SCHEDULE

In preparing this proposal, we anticipate the client will assist in the coordination of our access to the site with the current site owners/occupants. We anticipate being able to mobilize to the site within about 4 weeks after receiving authorization to proceed and notification that the appropriate on-site personnel have been informed and delineation of utility lines.

We anticipate the drilling operations will require approximately 2 days, and the laboratory testing and report preparation, after drilling is completed, will require approximately 10 days. Therefore, for time budget purposes, the base scope of services should take approximately 6 weeks from initial authorization through final report submission. Verbal comments on findings can typically be provided within 3 days of drilling completion, if requested. The above schedule values are estimates and are dependent on weather conditions and equipment/crew availability.

CLOSING

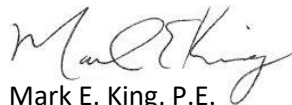
If other items are required because of unexpected field conditions or because of a request for additional services, they will be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the GeoProfessional Business Association (GBA), the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of our services, and a signed contract prior to the release of our work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS Midwest, LLC



Mark E. King, P.E.

Group Manager

mking@ecslimited.com



Matthew Meyer, P.E.

Geotechnical Department Manager

mmeyer@ecslimited.com

Enclosures: Proposal Acceptance Form
 Terms and Conditions of Service

[/ https://ecslimited365.sharepoint.com/sites/59GreenBay/59 Data/{Proposals}/6700/6721 - T Lawrence - Pedestrian Bridge/6721 - Town of Lawrence - Pedestrian Bridge-American Blvd to Woodward Way.docx]

PROPOSAL ACCEPTANCE FORM

Proposal No.: 59:6721-GP
 Scope of Services: Subsurface Exploration and Geotechnical Engineering Services
 Project: **Pedestrian Bridge – American Boulevard to Woodward Way**
 Location: American Boulevard
 Town of Lawrence, Brown County, Wisconsin
 Base Scope Fee: **\$7,300**

Client Signature: _____ Date: _____

Print Name: _____ Title: _____

Optional Services: Private Utility Locating (\$900): <input type="checkbox"/> Yes <input type="checkbox"/> No

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate services on the above-referenced project. The Client’s signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title: _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Purchase Order Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Submittal and Approval: _____

ECS offers an array of services to assist you with *many* phases of your project, including but not limited to:

<ul style="list-style-type: none"> • Phase I, II and III ESAs • Archaeological Assessments • Wetlands Delineations • Asbestos/Lead Paint Services • Indoor Air Quality Mold Services 	<ul style="list-style-type: none"> • Third Party Mechanical, Electrical, Plumbing Inspections Services • Geotechnical Engineering Services • Construction Materials Testing • Septic/Drainfield Design Services 	<ul style="list-style-type: none"> • Building Envelope, Roofing, and Waterproofing Inspection and Consultation • Pre- and Post-Construction Condition Assessments • Specialty Materials and Forensics Testing • LEED® Consulting Services
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Please indicate the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.



Proposal No. 59:6721-GP (hereinafter the "Proposal")

Client: Town of Lawrence

**ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE**

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors

and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute

with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff,

- consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 INDEMNIFICATION**
- 19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.
- 19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.
- 30.0 TITLES; ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.
- 30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: **Consideration of Ordinance 2025-001 – Creating Chapter 33, Elections Ordinance**

FISCAL IMPACT:

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

Item History

Purpose:

Currently the Town Ordinance does not include a chapter on Elections. This new chapter establishes regulations governing the administration of elections within the Town, ensuring compliance with Wis. State Statutes and the effective management of polling places.

Number of Inspectors:

In accordance with § 7.30 (1) Wis. Stats., there shall be a minimum of seven (7) election inspectors assigned to each polling place for each election. In municipalities utilizing voting machines, the governing body may reduce the number of inspectors to five (5).

Reduction of Inspectors:

Pursuant to § 7.32 Wis. Stats., the Town Board may, by resolution, reduce the number of election officials at any polling place to no fewer than three (3) as necessary for the effective administration of the election.

Split Shifts:

The Town Clerk-Treasurer shall have the discretion to split shifts for election officials as necessary to accommodate the schedules of election workers and to meet the demands of election day operations. This flexibility aims to ensure that all polling places are adequately staffed throughout the election process

Recommended Action By Town Board

Staff recommends approval of Ordinance 2025-001, creating Chapter 33, Elections Ordinance.

ORDINANCE 2025-001 OF THE TOWN OF LAWRENCE, WISCONSIN
TO Create Chapter 33 – Elections Ordinance

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

Section 1: Town of Lawrence Ordinance is hereby amended by Creating Chapter 33 - Elections Ordinance to read as follows:

§ 33-1 Purpose.

This chapter establishes regulations governing the administration of elections within the Town are conducted in accordance with Chapters 5 through 12, Wis. Stats.

§ 33-2 Poll hours.

Pursuant to § 6.78, Wis. Stats., the poll hours for all elections in the Town of Lawrence shall be from 7:00 a.m. to 8:00 p.m.

§ 33-3 Polling Place.

All elections shall be held at the Lawrence Town Hall, 2400 Shady Court, Lawrence, Wisconsin

§ 33-4 Election officials

- A. Appointment; duties; powers. Election officials for each polling place shall be appointed pursuant to §§ 7.30 and 7.32, Wis. Stats. Such election officials shall have all of the powers and perform all of the duties prescribed for such officers by statute.
- B. Number; The Clerk-Treasurer shall determine the number of election officials for each election in accordance with Wis. Stats. § 7.30 (1) (a). The Clerk-Treasurer is authorized to increase or decrease the number of election officials as determined to be necessary to run an effective and efficient election.
- C. Split Shifts; The Town Clerk-Treasurer shall have the discretion to hire election officials to work less than a full day on the day of the election allowing for split shifts to meet election worker schedules and election day demands.
- D. Reducing the Number of Election Officials; The Town Board of the Town of Lawrence, per Wis. Stats. § 7.32, may by resolution reduce the number of election officials and modify or rescind any similar previous action. No such action may reduce the number of officials at a polling place to less than 3.

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.

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

Dated at Town of Lawrence, Wisconsin on this 10th day of March 2025.

TOWN OF LAWRENCE

Introduced by:

Seconded by:

Town Chairman, Lanny Tibaldo

Vote: ayes
nays

Attest: _____

Town Clerk, Cindy Kocken



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: Res. 2025-001 – Authorizing Sale of Torchwood Ext. Subdivision Lots

FISCAL IMPACT:

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

Item History

The Town Board had reviewed and approved a process to set pricing for the Lawrence Parkway First and Second Addition Subdivisions (attached). As part of the Little Rapids Subdivision sales, the Town Board had approved a process to gather interest based on pricing and terms for lot sales. The intent is to gather levels of interest in lots in much the same way for the Lawrence Parkway First & Second Addition lots, and then determine the best method of allocating buyers to lots once that interest has been gathered.

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 22 lots to sell, and a number of prospective buyers, there's the potential that we may otherwise 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 facilitate the sale of these 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 well as the two recorded plats. We will intend to use the previously drafted master offer to purchase document drafted by the Town Attorney. Bay Title is ready to carry out these lot sales to closing as necessary in the coming 30-60 days, depending on our anticipated schedules.

Recommended Action:

Recommend approval of Resolution 2025-001 – Authorizing the Sale of Lawrence Parkway First & Second Addition Subdivision Lots.

TOWN OF LAWRENCE
RESOLUTION #2025-001
AUTHORIZING AND APPROVING THE SALE OF LOTS IN THE
LAWRENCE PARKWAY FIRST & SECOND ADDITION SUBDIVISIONS

Whereas: the Town of Lawrence owns certain subdivided real estate known as the Lawrence Parkway First and Second Addition Subdivisions (the Subdivisions); and

Whereas: the Town of Lawrence desires to sell the lots in the Subdivisions (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 54 through 66 in Lawrence Parkway First Addition and Lots 70 through 78 of the Lawrence Parkway Second Addition Subdivisions provided that such sales are at a price of not less than \$90,000.00 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 10th day of March 2025

Vote: -Aye
-Nay

Town of Lawrence

Attest:

Dr. Lanny J. Tibaldo, Town Chairperson

Cindy Kocken, Town Clerk-Treasurer

Torchwood Extension - Lawrence Parkway First and Second Addition

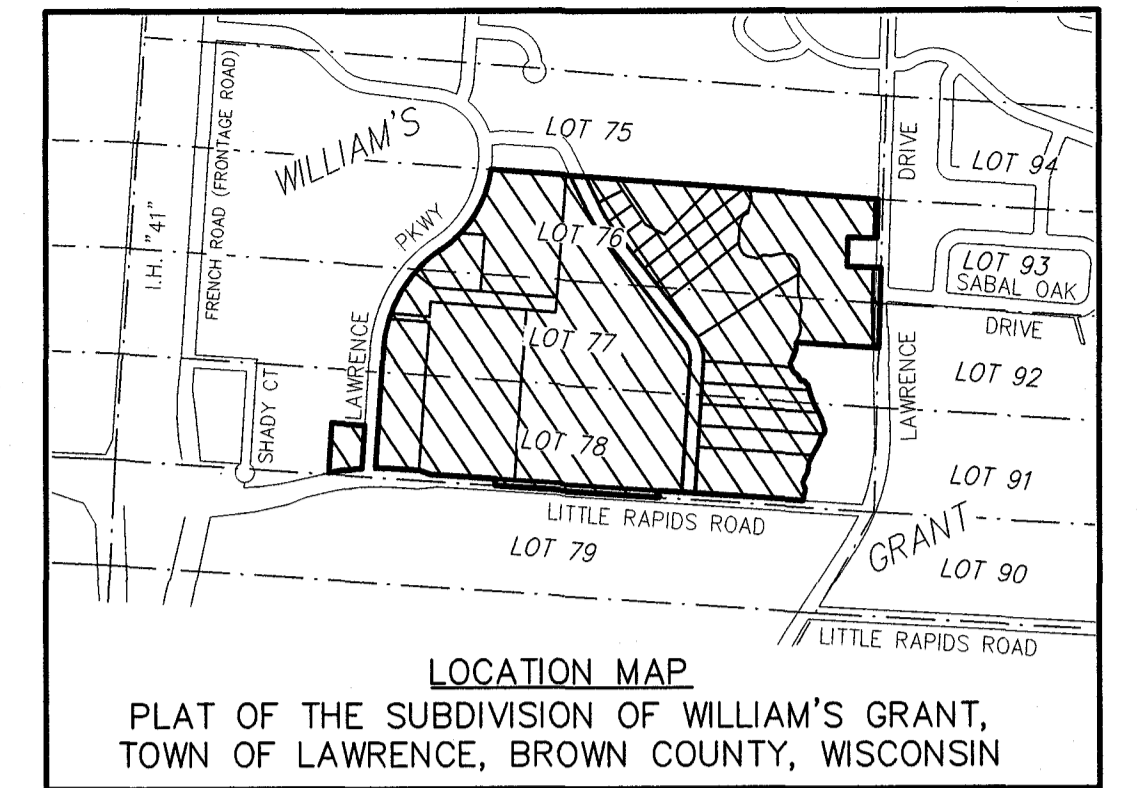
Update on Draft Pricing - Mar 2025

Lot	Acres	Price	
54	0.34	\$ 92,000	<i>First Addition</i>
55	0.344	\$ 92,000	
56	0.339	\$ 92,000	
57	0.357	\$ 92,000	
58	1.33	\$ 115,000	
59	1.511	\$ 115,000	
60	1.194	\$ 115,000	
61	3.566	\$ 132,000	
62	3.569	\$ 132,000	
63	1.292	\$ 115,000	
64	1.482	\$ 115,000	
65	1.617	\$ 115,000	
66	1.577	\$ 115,000	
67		<i>split further into Lots 77 and 78</i>	
68		<i>Not part of this development</i>	
69		<i>Reserved - fields/greenspace</i>	
70	0.519	\$ 95,000	<i>Second Addition</i>
71	0.429	\$ 95,000	
72	0.429	\$ 95,000	
73	0.429	\$ 95,000	
74	0.429	\$ 95,000	
75	0.429	\$ 95,000	
76	0.487	\$ 92,900	
77	1.627	\$ 112,900	
78	1.472	\$ 115,000	

LAWRENCE PARKWAY FIRST ADDITION

3050307

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
11/08/2023 09:31 AM
REC FEE: 50.00
PAGES: 3



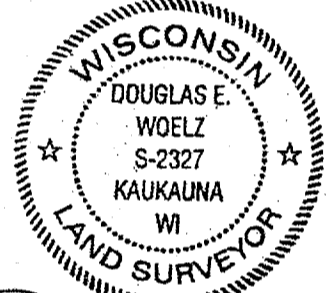
ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9269, RECORDED AS DOCUMENT NO. 2942268, ALL OF LOT 2 OF VOLUME 43 OF CERTIFIED SURVEY MAPS PAGES 339-341 AS MAP NO. 6554, RECORDED AS DOCUMENT NO. 1891137, ALL OF LOTS 45, 46, 47 AND OUTLOTS 2 & 3 OF LAWRENCE PARKWAY RECORDED AS DOCUMENT NO. 2920886 AND A PART OF LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, ALL LOCATED IN LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

LEGEND

- ⊗ - 1 1/4" x 18" ROUND STEEL REBAR WEIGHING 4.3 lbs./lineal ft. SET
- - MAG NAIL SET
- - 1" I.D. IRON PIPE FOUND
- ⊗ - 1 1/4" STEEL REBAR FOUND
- ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.
- ⊕ - CERTIFIED LAND CORNER BROWN COUNTY
- S.F. - SQUARE FEET
- () - RECORDED BEARING AND/OR DISTANCE
- - - - - 12' UTILITY EASEMENT
- - - - - EXISTING 12' UTILITY EASEMENT
- - - - - RIGHT-OF-WAY (R.O.W.) LINE
- - - - - PROPERTY LINE
- - - - - SECTION LINE
- - - - - BUILDING SETBACK LINE
- - - - - WETLANDS AS DELINEATED BY STACY CAPLAN OF MCMAHON ASSOCIATES DATED DEC. 2018 (SEE ARTIFICIAL WETLAND EXEMPTION DETERMINATION DATED JAN. 3, 2019 EXE-NE-2018-5-00468)
- - - - - ENVIRONMENTALLY SENSITIVE AREA (ESA) STEEP SLOPES OF 20% OR GREATER PER BROWN COUNTY GIS MAPPING
- - - - - FLOODFRINGE, ZONE AE PER LOMR 21-05-4743P EFFECTIVE FEBRUARY 16, 2023 TO FEMA MAP NO. 55009C0244F, BROWN COUNTY COMMUNITY

BEARINGS ARE REFERENCED TO THE SOUTHWESTERLY LINE OF LOT 78 WILLIAM'S GRANT SUBDIVISION WHICH BEARS S52°10'55"E PER THE PUBLISHED WISCONSIN COUNTY COORDINATE SYSTEM FOR BROWN COUNTY.

SCALE - FEET
1" = 100'



Revised this 31st day of August, 2023
Revised this 10th day of October, 2023

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

Certified October 19, 2023

Rene M. Poney
Department of Administration

SOUTHWEST CORNER LOT 78 WILLIAM'S GRANT T22N, R19E 1" IRON PIPE WITH PLASTIC CAP FOUND

McMAHON
ENGINEERS ARCHITECTS

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

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

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

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

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

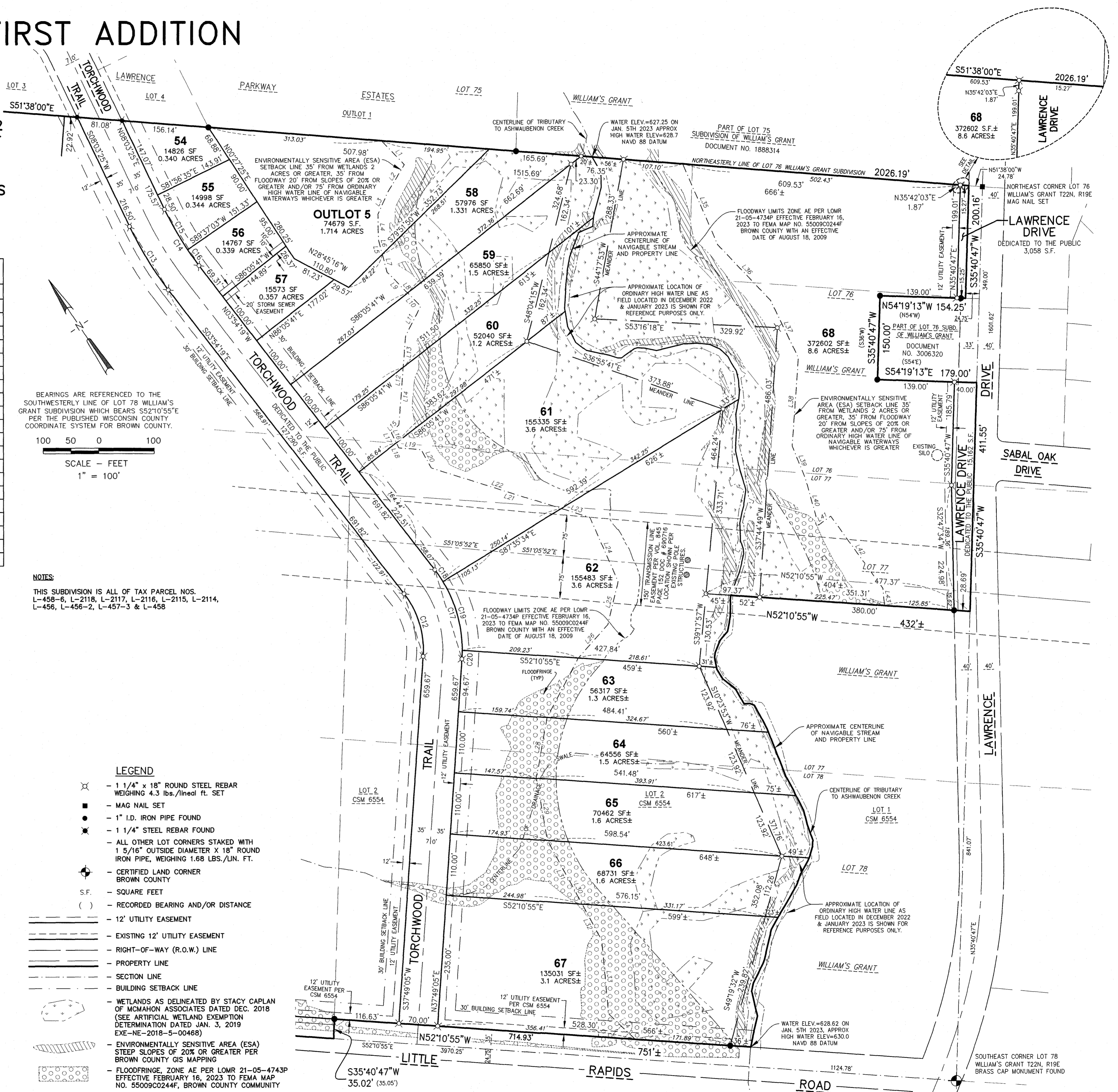
LAWRENCE PARKWAY FIRST ADDITION

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9269, RECORDED AS DOCUMENT NO. 2942268, ALL OF LOT 2 OF VOLUME 43 OF CERTIFIED SURVEY MAPS PAGES 339-341 AS MAP NO. 6554, RECORDED AS DOCUMENT NO. 1891137, ALL OF LOTS 45, 46, 47 AND OUTLOTS 2 & 3 OF LAWRENCE PARKWAY RECORDED AS DOCUMENT NO. 2920886 AND A PART OF LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, ALL LOCATED IN LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

Curve Table						
Curve #	Radius	Delta	Length	Chord Direction	Chord Length	Bearing
C1	1195.92'	8°24'26"	175.48'	N63°48'52"W	175.32'	S68°01'05"E
C2	680.00'	52°32'44"	623.62'	N64°07'55"E	602.00'	S89°35'43"E
C3	680.00'	14°17'34"	169.63'	N45°00'20"E	169.19'	
C4	680.00'	2°36'42"	31.00'	N53°27'28"E	30.99'	
C5	680.00'	20°16'34"	240.63'	S64°54'06"W	239.39'	
C6	680.00'	15°21'54"	182.36'	N82°43'20"E	181.81'	
C7	600.00'	48°05'59"	503.70'	N66°21'17"E	489.04'	S89°35'43"E
C8	600.00'	12°38'47"	132.43'	N84°04'53"E	132.16'	
C9	600.00'	35°27'12"	371.27'	N60°01'54"E	365.37'	
C10	1195.92'	3°53'51"	81.35'	N54°17'44"W	81.34'	N56°14'39"W
C11	62.50'	32°58'34"	35.97'	N34°36'35"W	35.48'	
C12	165.00'	41°43'24"	120.15'	S16°57'23"W	117.52'	
C13	635.00'	11°57'44"	132.57'	S02°04'33"W	132.33'	
C14	565.00'	11°57'44"	117.96'	N02°04'33"E	117.75'	
C15	565.00'	8°26'22"	83.22'	N03°50'14"E	83.15'	
C16	565.00'	3°31'22"	34.74'	N02°08'38"W	34.73'	
C17	235.00'	41°43'24"	171.13'	N16°57'23"E	167.37'	
C18	235.00'	6°18'44"	25.89'	N00°44'57"W	25.88'	
C19	235.00'	31°40'12"	129.90'	N18°14'31"E	128.25'	
C20	235.00'	3°44'28"	15.34'	N35°56'51"E	15.34'	

ESA Line Table		
Line #	Direction	Length
L1	S10°03'17"E	59.33'
L2	S65°17'14"W	59.07'
L3	S57°43'15"W	41.81'
L4	S32°48'48"W	44.69'
L5	S18°47'57"W	59.68'
L6	S18°47'57"W	26.68'
L7	S18°47'57"W	33.00'
L8	S11°09'25"E	85.48'
L9	S11°09'25"E	52.28'
L10	S11°09'25"E	33.20'
L11	S60°56'34"W	60.03'
L12	S38°15'25"W	160.18'
L13	S38°15'25"W	56.06'
L14	S38°15'25"W	104.12'
L15	S77°01'54"W	20.06'
L16	S07°19'58"W	30.24'
L17	S07°19'58"W	20.04'
L18	S07°19'58"W	10.20'
L19	S51°31'41"E	40.28'
L20	S04°59'05"W	37.83'
L21	S38°38'59"E	299.07'
L22	S38°38'59"E	245.01'
L23	S38°38'59"E	54.05'
L24	S10°14'16"W	125.87'
L25	S47°33'35"W	79.00'

ESA Line Table		
Line #	Direction	Length
L26	S75°27'45"W	80.44'
L27	S61°49'28"W	120.42'
L28	S44°08'01"W	110.67'
L29	S23°50'56"W	113.35'
L30	S05°19'39"W	203.62'
L31	S05°19'39"W	130.41'
L32	S05°19'39"W	73.21'
L33	S28°39'05"W	132.67'
L34	S12°30'39"E	66.23'
L35	S10°14'34"W	156.89'
L36	S09°58'56"E	137.84'
L37	S07°52'49"W	114.05'
L38	S37°59'54"W	159.57'
L39	S11°42'13"W	62.42'
L40	S18°15'10"W	87.87'
L41	N88°02'00"E	27.22'
L42	S01°54'30"E	160.15'
L43	S28°35'39"W	30.96'



BEARINGS ARE REFERENCED TO THE SOUTHWESTERLY LINE OF LOT 78 WILLIAM'S GRANT SUBDIVISION WHICH BEARS S52°10'55"E PER THE PUBLISHED WISCONSIN COUNTY COORDINATE SYSTEM FOR BROWN COUNTY.

SCALE - FEET
1" = 100'

NOTES:
THIS SUBDIVISION IS ALL OF TAX PARCEL NOS. L-458-6, L-2118, L-2117, L-2116, L-2115, L-2114, L-456, L-456-2, L-457-3 & L-458

- LEGEND**
- ⊗ - 1 1/4" x 18" ROUND STEEL REBAR WEIGHING 4.3 lbs./lineal ft. SET
 - - MAG NAIL SET
 - - 1" I.D. IRON PIPE FOUND
 - ⊗ - 1 1/4" STEEL REBAR FOUND
 - ⊗ - ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.
 - ⊕ - CERTIFIED LAND CORNER BROWN COUNTY
 - S.F. - SQUARE FEET
 - () - RECORDED BEARING AND/OR DISTANCE
 - - 12' UTILITY EASEMENT
 - - EXISTING 12' UTILITY EASEMENT
 - - RIGHT-OF-WAY (R.O.W.) LINE
 - - PROPERTY LINE
 - - SECTION LINE
 - - BUILDING SETBACK LINE
 - - WETLANDS AS DELINEATED BY STACY CAPLAN OF MCMAHON ASSOCIATES DATED DEC. 2018 (SEE ARTIFICIAL WETLAND EXEMPTION DETERMINATION DATED JAN. 3, 2019 EXE-NE-2018-5-00468)
 - - ENVIRONMENTALLY SENSITIVE AREA (ESA) STEEP SLOPES OF 20% OR GREATER PER BROWN COUNTY GIS MAPPING
 - - FLOODFRINGE, ZONE AE PER LOMR 21-05-4734P EFFECTIVE FEBRUARY 16, 2023 TO FEMA MAP NO. 55009C0244F, BROWN COUNTY COMMUNITY

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

Certified October 19, 2023

Rene M. Power
Department of Administration

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

01-07-2023

Revised this 31st day of August, 2023
Revised this 10th day of October, 2023

LAWRENCE PARKWAY FIRST ADDITION

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9269, RECORDED AS DOCUMENT NO. 2942268, ALL OF LOT 2 OF VOLUME 43 OF CERTIFIED SURVEY MAPS PAGES 339-341 AS MAP NO. 6554, RECORDED AS DOCUMENT NO. 1891137, ALL OF LOTS 45, 46, 47 AND OUTLOTS 2 & 3 OF LAWRENCE PARKWAY RECORDED AS DOCUMENT NO. 2920886 AND A PART OF LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, ALL LOCATED IN LOTS 76, 77 & 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped:

All of Lot 1 of Certified Survey Map No. 9269, Recorded as Document No. 2942268, located in Lot 78 of the recorded plat of the Subdivision of the William's Grant, Town of Lawrence, Brown County, Wisconsin.

And All of Outlot 3 of Lawrence Parkway recorded as Document No. 2920886 located in Lot 78 according to the recorded plat of the Subdivision of William's Grant, Town of Lawrence, Brown County, Wisconsin.

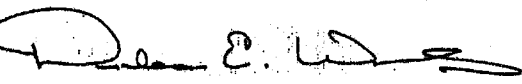
And All of Lot 2 of Volume 43 of Certified Survey Maps Pages 339-341 as Map No. 6554, recorded as Document No. 1891137, all of Lots 45, 46, 47 and Outlots 2 of Lawrence Parkway recorded as Document No. 2920886 and a part of Lots 76, 77 & 78 according to the recorded plat of the Subdivision of William's Grant, all located in Lots 76, 77 & 78 according to the recorded plat of the Subdivision of William's Grant, Town of Lawrence, Brown County, Wisconsin described as follows:

Commencing at the Southwest corner of said Lot 78; Thence S52°10'55"E, 1358.66 feet along the Southwesterly line of said Lot 78 to the Southwesterly extension of the Southeastly right-of-way line of Lawrence Parkway; Thence N37°51'33"E, 49.44 feet along said Southwesterly extension to the Southwesterly corner of said Outlot 2 and the Point of Beginning; Thence N37°51'33"E, 601.47 feet along the Northwesterly line of said Outlot 2 being the Southeastly right-of-way line of Lawrence Parkway to the start of a 680.00 foot radius curve to the right; Thence 623.62 feet along the arc of said curve being the Northwesterly line of said Outlot 2 and Lots 45 and 46 and the Southeastly right-of-way line of Lawrence Parkway having a 602.00 foot chord which bears N64°07'55"E, to the start of a 600.00 foot radius curve to the left; Thence 503.70 feet along the arc of said curve being the Northwesterly line of said Lot 45 and the Southeastly right-of-way line of Lawrence Parkway having a 489.04 foot chord which bears N66°21'17"E to the Southwest corner of Lot 1 of Lawrence Parkway Estates; Thence S51°38'00"E, 2026.19 feet along the Southwesterly line of Lots 1, 2, 3, 4 and Outlot 1 of Lawrence Parkway Estates and the Northeastly line of Lot 76 of said recorded plat of the subdivision of William's Grant to the Northwesterly right-of-way line of Lawrence Drive; Thence S35°40'47"W, 200.16 feet along said Northwesterly right-of-way line of Lawrence Drive to the Northeastly line of lands described in Document No. 3006320; Thence N54°19'13"W (recorded as N54°W), 154.25 feet along said Northeastly line to the Northwest corner thereof; Thence S35°40'47"W (recorded as S36°W), 150.00 feet along the Northwesterly line of said described lands to the Southwest corner thereof; Thence S54°19'13"E (recorded as S54°E), 179.00 feet along the Southwesterly line of said described lands to the Southeastly line of said Lot 76; Thence S35°40'47"W, 411.55 feet along the Southeastly line of said Lots 76 and 77 to the Southeastly extension of the Northeastly line of Lot 1 of Volume 43 of Certified Survey Maps Pages 339-341 as Map No. 6554; Thence N52°10'55"W, 477.37 feet along the Northeastly line of said Lot 1 and its Northwesterly extension to the start of a meander line to a tributary of Ashwaubenon Creek, said Point being N52°10'55"W, 45 feet more or less from the centerline of said tributary; Thence S39°17'57"W, 130.53 feet along said meander line; Thence S10°23'53"W, 371.76 feet along said meander line; Thence S49°19'32"W, 352.08 feet along said meander line to the Southwesterly line of said Lot 2 of said Certified Survey Map No. 6554 and the termination of said meander line said point being N52°10'55"W, 37 feet more or less from the centerline of said tributary; Thence N52°10'55"W, 714.93 along the Southwesterly line of said Lot 2 to the Southwest corner thereof; Thence S35°40'47"W, 35.02 feet to the Southwesterly line of said Lot 78; Thence N52°10'55"W, 858.50 feet along said Southwesterly line to the Southwesterly extension of the Southeastly line of said Lot 47; Thence N37°51'33"E, 35.00 feet along said Southwesterly extension to the Southeast corner of said Lot 47; Thence N52°10'55"W, 336.26 feet along the Southwesterly line of said Lot 47 being the North right-of-way line of Little Rapids Road; Thence N36°29'25"W, 66.04 feet along the Southwesterly line of said Lot 47 being the North right-of-way line of Little Rapids Road; Thence N52°20'48"W, 147.17 feet along the Southwesterly line of said Lot 47 being the North right-of-way line of Little Rapids Road to the start of a 1195.92 foot radius curve to the left; Thence 81.35 feet along the arc of said curve being the North right-of-way line of Little Rapids Road having a 81.34 foot chord which bears N54°17'44"W to the Point of Beginning. Also including all those Lands lying between the above described meander line and the centerline of the tributary to Ashwaubenon Creek and the respective lot lines extended to said centerline.

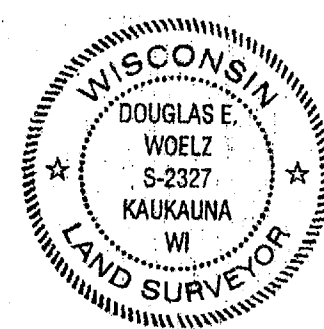
The above described lands contain 3,591,375 square feet (82.45 acres) of land more or less.

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

Dated this 7th day of July, 2023

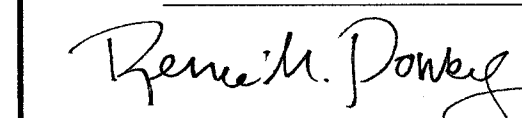

Douglas E. Woelz, PLS-2327
Wisconsin Professional Land Surveyor

Revised this 31st day of August, 2023
Revised this 10th day of October, 2023



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

Certified October 19, 2023


Renell Poney
Department of Administration

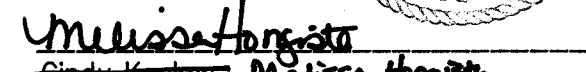
OWNER CERTIFICATE DEDICATION

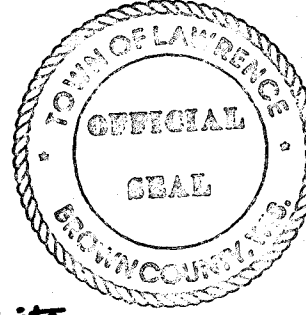
Town of Lawrence, as Owners, We hereby certify that we caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on the Plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

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

Dated this 24 day of October, 2023

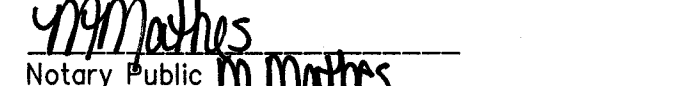

Dr. Lanny J. Tidal,
Town Chairperson


Melisa Hognitz
Deputy Clerk

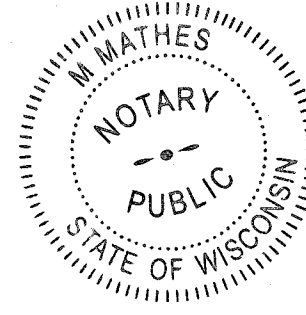


State of Wisconsin)
Brown County) ss

Personally appeared before me on the 24 day of October, 2023 the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

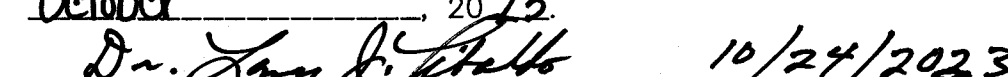

Notary Public M. Mathes
Lawrence Brown County, WI

My commission expires 1/17/2027




TOWN OF LAWRENCE APPROVAL:

We hereby certify that Lawrence Parkway First Addition in the Town of Lawrence, Brown County was approved and accepted by the Town Board of the Town of Lawrence on this 24 day of October, 2023.



Town Chairperson Dr. Lanny J. Tidal Date 10/24/2023

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

I, Cindy Kocken, being the duly elected, qualified and acting clerk of the Town of Lawrence, Brown County do hereby certify that the Town Board of the Town of Lawrence passed by voice vote on this 24 day of October, 2023 authorizing me to issue a certificate of approval of Lawrence Parkway First Addition, Town of Lawrence as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE 24 day of October, 2023.

Dated 10/24/2023

Clerk Cindy Kocken
Deputy Clerk Melisa Hognitz

BROWN COUNTY PLANNING COMMISSION APPROVAL
Approved by the Brown County Planning Commission this 7 day of November, 2023.


Karl Mueller, Senior Planner Brown County Planning Commission

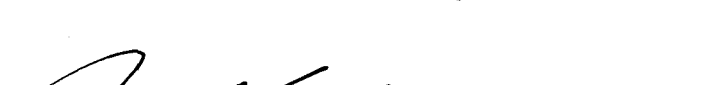


CITY OF DE PERE APPROVAL
Approved by the City of De Pere Common Council on this 5th day of September, 2023.


Carey Dahlen, City Clerk Date 11/7/2023

CERTIFICATE OF TREASURERS

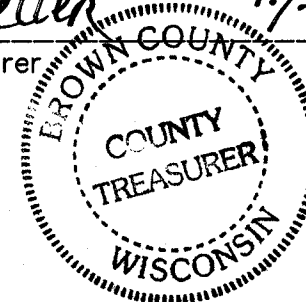
As duly elected Town Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Lawrence Parkway First Addition as of the date listed below:


Town Treasurer Cindy Kocken Date 11/02/2023

CERTIFICATE OF TREASURERS

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


County Treasurer Paul D. Zeller Date 11/7/2023



NOTES:

ALL ROADS ARE DEDICATED TO THE PUBLIC.

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 51, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 & OUTLOT 5 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.

LOTS 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 AND OUTLOT 5 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

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

PLANNED MUNICIPAL IMPROVEMENTS TO INCLUDE UTILITIES SUCH AS STORM SEWER, SANITARY SEWER, WATER MAIN, ASPHALT STREETS WITH CONCRETE CURB & GUTTER.

ELEVATIONS AS SHOWN ON THIS PLAN ARE REFERENCED TO NAVD 88 DATUM (07 ADJUSTMENT).

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER LINE SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

ANY LAND BELOW THE ORDINARY HIGH WATER LINE OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

RESTRICTIVE COVENANTS

ESA:
LOTS 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 AND OUTLOT 5 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, FLOODWAY, ALL LAND WITHIN 35 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER LINE - WHICHEVER IS GREATER NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER LINE OF NAVIGABLE WATERWAYS, STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY FOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES DEVELOPMENT, ANY LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

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

OUTLOTS 4 & 5 ARE TO BE OWNED & MAINTAINED BY THE TOWN OF LAWRENCE

OUTLOT 4 TO CONTAIN A PRIVATE ROAD AND PARKING AREAS

OUTLOT 5 TO CONTAIN A STORM WATER POND

WDNR NOTES:

THE PARCEL HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS. A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT HTTP://DNR.WI.GOV/TOPI/WATERWAYS/CONSTRUCTION/WETLANDS.HTML.

A PUBLIC (NAVIGABLE) WATERWAY MAY EXIST ON/WITHIN 500 FT OF THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT HTTP://DNR.WI.GOV/TOPI/WATERWAYS/.

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT HTTP://DNR.WI.GOV/TOPI/STORMWATER/ TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

UTILITY EASEMENT PROVISIONS:

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

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

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

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

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

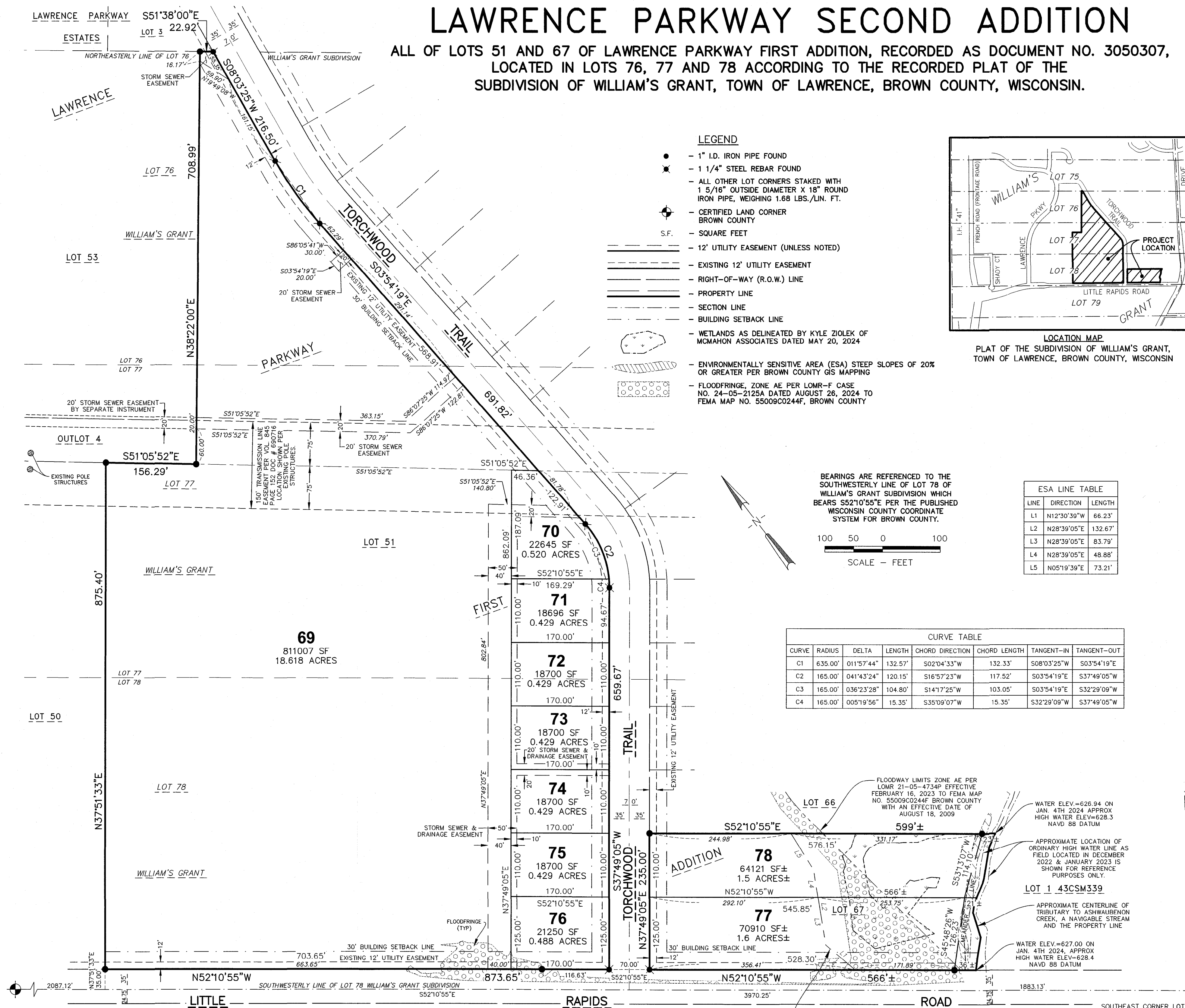
NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

LAWRENCE PARKWAY SECOND ADDITION

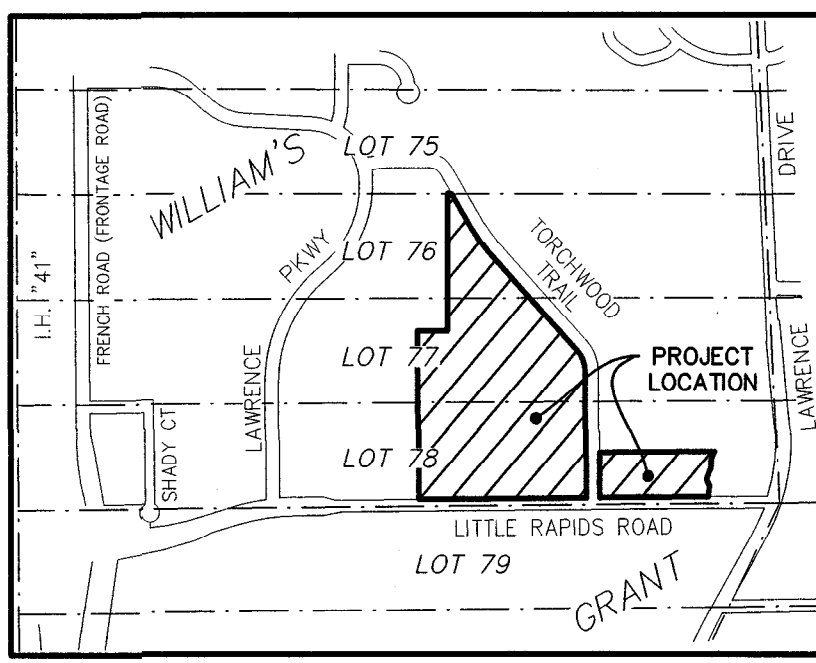
ALL OF LOTS 51 AND 67 OF LAWRENCE PARKWAY FIRST ADDITION, RECORDED AS DOCUMENT NO. 3050307, LOCATED IN LOTS 76, 77 AND 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

3081841

CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
12/12/2024 09:57 AM
REC FEE: 50.00
PAGES: 2

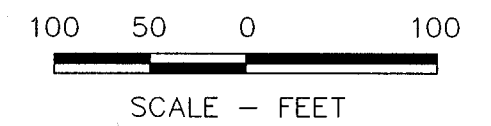


- LEGEND**
- - 1" I.D. IRON PIPE FOUND
 - ✱ - 1 1/4" STEEL REBAR FOUND
 - ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 18" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.
 - ⊕ - CERTIFIED LAND CORNER BROWN COUNTY
 - S.F. - SQUARE FEET
 - 12' UTILITY EASEMENT (UNLESS NOTED)
 - EXISTING 12' UTILITY EASEMENT
 - RIGHT-OF-WAY (R.O.W.) LINE
 - PROPERTY LINE
 - SECTION LINE
 - BUILDING SETBACK LINE
 - WETLANDS AS DELINEATED BY KYLE ZIOLEK OF MCMAHON ASSOCIATES DATED MAY 20, 2024
 - ENVIRONMENTALLY SENSITIVE AREA (ESA) STEEP SLOPES OF 20% OR GREATER PER BROWN COUNTY GIS MAPPING
 - FLOODFRINGE, ZONE AE PER LOMR-F CASE NO. 24-05-2125A DATED AUGUST 26, 2024 TO FEMA MAP NO. 55009C0244F, BROWN COUNTY



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

BEARINGS ARE REFERENCED TO THE SOUTHWESTERLY LINE OF LOT 78 OF WILLIAM'S GRANT SUBDIVISION WHICH BEARS S52°10'55"E PER THE PUBLISHED WISCONSIN COUNTY COORDINATE SYSTEM FOR BROWN COUNTY.



LINE	DIRECTION	LENGTH
L1	N12°30'39"W	66.23'
L2	N28°39'05"E	132.67'
L3	N28°39'05"E	83.79'
L4	N28°39'05"E	48.88'
L5	N05°19'39"E	73.21'

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT-IN	TANGENT-OUT
C1	635.00'	011°57'44"	132.57'	S02°04'33"W	132.33'	S08°03'25"W	S03°54'19"E
C2	165.00'	041°43'24"	120.15'	S16°57'23"W	117.52'	S03°54'19"E	S37°49'05"W
C3	165.00'	036°23'28"	104.80'	S14°17'25"W	103.05'	S03°54'19"E	S32°29'09"W
C4	165.00'	005°19'56"	15.35'	S35°09'07"W	15.35'	S32°29'09"W	S37°49'05"W

NOTES:
THIS SUBDIVISION IS ALL OF TAX PARCEL NOS. L-2279 AND L-2295
PLANNED MUNICIPAL IMPROVEMENTS TO INCLUDE UTILITIES SUCH AS STORM SEWER, SANITARY SEWER, WATER MAIN, ASPHALT STREETS WITH CONCRETE CURB & GUTTER.
ELEVATIONS AS SHOWN ON THIS PLAN ARE REFERENCED TO NAVD 88 DATUM (07 ADJUSTMENT).

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 69, 76, 77 AND 78 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.
LOTS 77 AND 78 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

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

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER LINE SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

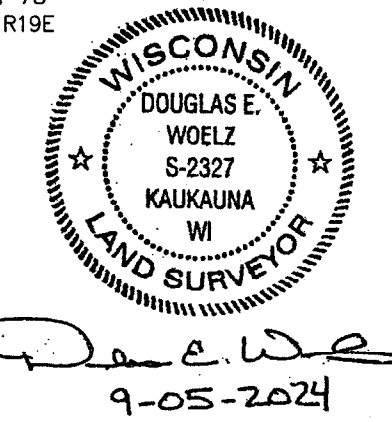
ESA RESTRICTIVE COVENANT:
LOTS 77 AND 78 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES: WETLANDS, ALL LAND WITHIN 50 FEET OF MODERATELY SUSCEPTIBLE WETLANDS; FLOODWAY, ALL LAND WITHIN 30 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER LINE - WHICHEVER IS GREATER; NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER LINE OF NAVIGABLE WATERWAYS; STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20-FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES DEVELOPMENT. ANY LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE RESTRICTIVE COVENANT:
THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ADJUTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER. GRADING ACTIVITIES WITH THE ESA AND ESA SETBACK AREAS ARE RESTRICTED UNLESS AN ESA AMENDMENT IS APPROVED BY THE BROWN COUNTY PLANNING COMMISSION, OR GRADING IS COMPLETED AS PART OF AN APPROVED GRADING AND STORMWATER MANAGEMENT PLAN.

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

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

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



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified November 08, 2024
Don Bime
Department of Administration

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

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION
APPROVING AUTHORITIES:
- TOWN OF LAWRENCE
- CITY OF DE PERE
- BROWN COUNTY PLANNING COMMISSION
LAND SURVEYOR:
DOUGLAS E. WOELZ
McMAHON ASSOCIATES
1445 McMAHON DRIVE
NEENAH, WISCONSIN 54956
PHONE #920-751-4200
OWNER & SUBDIVIDER:
2400 SHADY CT
DE PERE WI 54115

LAWRENCE PARKWAY SECOND ADDITION

ALL OF LOTS 51 AND 67 OF LAWRENCE PARKWAY FIRST ADDITION, RECORDED AS DOCUMENT NO. 3050307, LOCATED IN LOTS 76, 77 AND 78 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

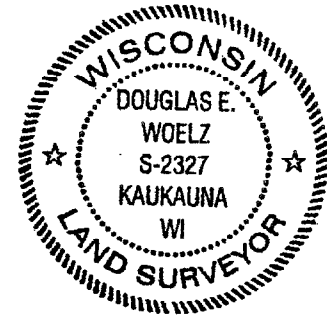
SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lots 51 and 67 of Lawrence Parkway First Addition, recorded in the office of the Register of Deeds for Brown County, Wisconsin on November 08, 2023, as Document No. 3050307, located in part of Lots 76, 77 and 78 according to the recorded plat of The Subdivision of the William's Grant, Town of Lawrence, Brown County, Wisconsin containing 1,083,429 square feet (24.872 acres) of land more or less.

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

Dated this 5th day of September, 2024

Douglas E. Woelz
 Douglas E. Woelz, PLS-2327
 Wisconsin Professional Land Surveyor



OWNER CERTIFICATE DEDICATION

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

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

Dated this 26 day of November, 2024

Dr. Lanny J. Tibaldo Cindy Kocken
 Dr. Lanny J. Tibaldo, Cindy Kocken
 Town Chairperson Town Clerk

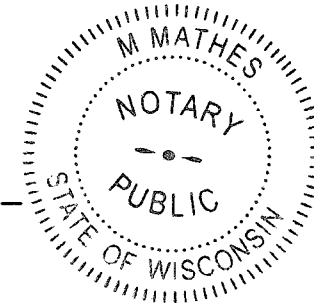
State of Wisconsin)
)ss
 Brown County)

Personally appeared before me on the 26 day of November, 2024, the above named persons to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

M. Mathes
 Notary Public

Brown County, Wisconsin

My commission expires 1/17/2027



TOWN OF LAWRENCE APPROVAL

We hereby certify that Lawrence Parkway Second Addition in the Town of Lawrence, Brown County was approved and accepted by the Town Board of the Town of Lawrence on this 23 day of September, 2024.

Dr. Lanny J. Tibaldo 11/26/2024
 Town Chairperson - Dr. Lanny J. Tibaldo Date

STATE OF WISCONSIN
)ss
 COUNTY OF BROWN

I, Cindy Kocken, being the duly elected, qualified and acting clerk of the Town of Lawrence, Brown County do hereby certify that the Town Board of the Town of Lawrence passed by voice vote on this 23 day of September, 2024 authorizing me to issue a certificate of approval of Lawrence Parkway Second Addition, Town of Lawrence as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE 23 day of September, 2024.

Dated 11/26/2024
Cindy Kocken
 Clerk - Cindy Kocken

CERTIFICATE OF TREASURERS

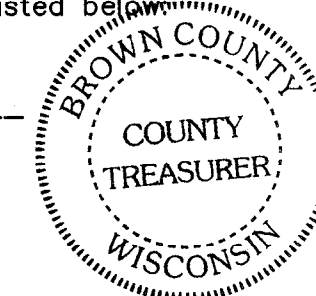
As duly elected Town Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Lawrence Parkway Second Addition as of the date listed below:

Cindy Kocken 11/26/24
 Town Treasurer Date
 Cindy Kocken

CERTIFICATE OF TREASURERS

As appointed Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in Lawrence Parkway Second Addition as of the date listed below:

Charles Mahlik 12/12/24
 County Treasurer, Deputy Date
 Charles Mahlik



CITY OF DE PERE APPROVAL

Approved by the City of De Pere Common Council on this 8th day of October, 2024.

Carey E. Daman 12/12/2024
 Carey E. Daman, City Clerk Date



BROWN COUNTY PLANNING COMMISSION APPROVAL

Approved by the Brown County Planning Commission this 12th day of December, 2024.

Devin Yoder
 Devin Yoder, Senior Planner
 Brown County Planning Commission



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

Certified November 08, 2024

Don Sims
 Department of Administration





Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 12

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Development Agreement- DePere Select Soccer Club Inc- Sports Emporium**

FISCAL IMPACT:

1. Is there A Fiscal Impact?	<u>Yes</u>
2. Is it Currently Budgeted?	Yes

Item History:

As part of the Lawrence Parkway corridor planning, and specifically the Lawrence Parkway First Addition plat, a 6.111 acre parcel was created and set aside for the development of a new Sports Emporium indoor sports facility.

The Town reached a letter of intent with De Pere Select Soccer Club LLC in 2022 (attached) that spelled out a number of targets/contingencies, land price and terms as well as the topic of TIF participation eligibility provided a facility was constructed and was more than \$5 million in new taxable value created.

A Sports Emporium Conditional Use and Site Plan has been approved for this site.

A development agreement will spell out the land sale and development terms, much along the lines of what was stipulated in the LOI.

The Sports Emporium has now submitted a revised site plan which is slated to be reviewed by Planning & Zoning this coming week (Wed March 12th). The scope of the building is bigger and an additional tenant (volleyball club) will now be taking some space for their sport in the facility.

The goal is to have the development constructed in 2025. A near final draft Development Agreement is in review between the Town and the developer. We'll be prepared to review/discuss at this Town Board meeting.

Recommended Action:

Review previously approved terms from Sports Emporium LOI, review and discuss for development agreement.

LETTER OF INTENT
PURCHASE AND DEVELOPMENT OF REAL ESTATE

July 13, 2022

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

Dear Mr. Wetzel:

The purpose of this letter ("Letter of Intent") is to set forth our understanding with respect to a proposed transaction between De Pere Select Soccer Club Incorporated, a Wisconsin non-profit corporation ("Buyer"), the principal address of which is 1856 Nimitz Drive, De Pere, Wisconsin 54115, and Town of Lawrence, a Wisconsin municipality, (the "Seller"), the principal address of which is 2400 Shady Court, De Pere, Wisconsin 54115, for the sale by Seller of certain real estate consisting of approximately 6.111 acres and described on the attached Exhibit A (the "Real Estate") to Buyer and the purchase and development of the Real Estate by Buyer of a state of the art 81,400 – 105,000 square foot Sports Emporium facility for various purposes, including, but not limited to indoor sports soccer, lacrosse, field hockey, flag football, baseball, as well as sports clinics, tournaments, instructional classes, performance and speed training, parties, meetings, and exhibitions. The purchase and sale of the Real Estate is referred to in this letter as the "Transaction" and the development of the proposed new Sports Emporium facility is referred to as the "Project." Documentation of the Transaction and the Project will be set forth in separate agreements and will be subject to essential terms and conditions set forth in this letter. The Transaction is subject to the non-binding conditions in Section A below and the binding conditions in Section B below.

A. Non-Binding Provisions

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

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

2. Purchase Price and Earnest Money.

(a) Purchase Price. Subject to the completion of the Buyer's due diligence review in accordance with Section B, the purchase price will be \$25,000 per acre for approximately 6.111 acres. The total purchase price for the Real Estate, subject to verification of acres to be purchased, is anticipated to be One Hundred Fifty-two Thousand Seven Hundred Seventy-five Dollars

(\$152,775.00) (the "Purchase Price"). The Purchase Price, along with interest not to exceed 3.0% per annum, shall be paid in installments according to the amortization schedule attached hereto as Exhibit B. Any payment not made in full when and as due shall accrue interest at the rate of 12.0% per annum until paid. TIME IS OF THE ESSENCE in Seller's receipt of payment. Installments of the Purchase Price shall be due absolutely and unconditionally, i.e., Buyer shall not assert or deduct from such installment payments and sums on the basis of claims for offset, recoupment, counterclaim or any other claim Buyer may have against Seller.

(b) Earnest Money. Earnest money in the amount of Ten Thousand U.S. Dollars (\$10,000.00) ("Earnest Money") has been deposited by Buyer in escrow with the Green Bay office of Bay Title and Abstract, Inc. (the "Title Company"). The Earnest Money shall be held by the Title Company pursuant to its standard form of escrow agreement and shall be applied to the Purchase Price at Closing or disbursed in accordance with the terms of the signed offer to purchase, if the Transaction fails to close, because of a default by Buyer under such offer.

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

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

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

(c) Sale of Buyer's Property. Buyer shall have closed on the sale of the property it currently owns and occupies at 1856 Nimitz Drive, De Pere, Wisconsin. All net proceeds of the sale of Buyer's current property shall be used for completion of the Project.

(d) Financing. Through a combination of collected pledges and third-party financing, Buyer shall have secured funds in an amount of not less than \$6,000,000.00. Any permanent lender financing shall be for a term of not fewer than five years, with payments amortized over a period of not fewer than 20 years, and at an interest rate that does not exceed 4.5% per annum.

(e) TIF Financing. The Real Estate shall qualify for tax incremental financing in Seller's Tax Incremental District No. 1. The taxable value of the Real Estate after completion of the Project shall not be less than \$5,000,000.00.

(f) Construction Within Budget. Buyer shall have approved a budget for the Project of not more than \$6,000,000.00, which shall include all "hard costs" and "soft costs" relating to the Project for financing and construction of the sports emporium, equipping the same and initial operation of the same and including meeting all of Buyer's obligations relating to the Transaction. Projected costs shall not exceed Buyer's budget.

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

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

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

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

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

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

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

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

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

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

(e) Value. Seller shall be satisfied that, when the Project is completed, the Real Estate, as improved will have an assessed value of not less than \$5,000,000.00.

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

(g) Construction Schedule. Buyer and Seller shall have agreed to a construction schedule pursuant to which Buyer will commence construction of the Project no later than January 1, 2023 and will expend commercially reasonable efforts to substantially complete construction of the Project, i.e., an occupancy permit for the entire Project shall have been issued, by no later than December 31, 2023.

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

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

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

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

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

(ii) Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Buyer and any subcontractor during the performance of work relating to construction of the Project from claims or damages for personal injury, including accidental death, as well as claims for property damages arising from operations relating to the Project, whether such operations be by Buyer itself, the general contractor, any subcontractor, or anyone directly or indirectly employed by any of them in such manner as to impose liability on Seller. Such coverage shall include an endorsement for completed operations. The amounts of such insurance shall be subject to the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

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

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

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

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

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

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

5. Due Diligence.

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

Money. If Buyer fails to give notice to Seller by the Due Diligence Termination Date, Buyer will be deemed to have waived its contingency under Section 3(a) above.

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

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

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

7. Potential Future Developments. Buyer and Seller anticipate there may be future development on real estate that is adjacent to or near to the Real Estate. Such future development may include the creation by Seller of outdoor soccer fields and related facilities and development of a championship field with stadium seating, concession stands, and additional parking. Neither Buyer nor Seller are committed to construct or operate such potential future developments. To the extent such future developments are feasible, considered to be in the best interests of the Seller and within approved budgets of Seller and Buyer, Seller agrees to provide Buyer with notice prior to acceptance of any agreement with other parties. The Buyer and Seller will in good faith engage in discussions regarding the terms and conditions by which either future development may be constructed and operated.

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

B. Binding Provisions

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

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

2. Limited Exclusivity. Except as otherwise provided herein, upon execution of this Letter of Intent by both parties hereto, Seller shall not actively market the Real Estate to any persons or entities other than Buyer, before the earlier of (i) the date Seller or Buyer rightfully notifies the other that the Transaction will not occur; and (ii) January 1, 2023, if Buyer and Seller have not entered into binding agreements for the purchase of the Real Estate and the development of the Project (the "Exclusivity Period"). During the Exclusivity Period, the Seller shall not accept any offers with respect to the Real Estate, or otherwise directly solicitate an offer regarding a possible transaction or disposition involving the Real Estate with any party other than Buyer. Upon acceptance of this Letter of Intent, Seller will (and will cause its representatives to) terminate all discussions with third parties other than Buyer regarding the disposition of the Real Estate. Under no circumstances shall Seller be liable to Buyer for indirect, consequential, or special damages solely for breaches of this Limited Exclusivity provision. The Exclusivity provided by this paragraph shall not inhibit the Seller from discussing or planning development of adjacent property as contemplated by Paragraph A 7 above.

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

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

5. Termination. The Binding Provisions may be terminated (i) following the later of the Due Diligence Termination Date and the expiration of the Exclusivity Period, at any time for any reason by Seller or Buyer upon issuance of a written notice of termination, (ii) by mutual written consent of Buyer and Seller, or (iii) if an Offer to Purchase has not been accepted by Seller and a Development Agreement has not been entered into by Buyer and Seller by January 1, 2023; provided, however, that the termination of the Binding Provisions shall not affect or relieve the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Section B, Paragraph 3, which shall survive any such termination.

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

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

8. Definitive Agreements. This letter sets forth certain terms and conditions the parties anticipate will form the essential terms of the Transaction and the Project. This letter is not a definitive

statement of all of the terms of the Transaction and the Project. The parties shall work in good faith toward execution and delivery of definitive agreements setting forth all of the terms of the Transaction and the Project. Such definitive agreements will contain terms and conditions in addition to those set forth in this letter and terms and conditions that are typical of such documents.

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

[Signature page follows]

Please indicate your confirmation of the understandings and agreements set forth above by signing one of the enclosed originals of this Letter of Intent and returning it to us on or before July 31, 2022.

Very truly yours,

**DE PERE SELECT SOCCER CLUB
INCORPORATED**

By:
Its:

Dale J. Rhoda
President

Acknowledged and Agreed this 29th day of July, 2022.

TOWN OF LAWRENCE

By:

Lanny J. Tibaldo
Lanny Tibaldo, Chairman of the Town Board

By:

Patrick Wetzel
Patrick Wetzel, Town Administrator

EXHIBIT A – THE REAL ESTATE



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Discuss Upcoming Planning Process for Sand Acres Drive and Water Extensions**

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | Yes |

Item History:

We anticipate two large projects will be designed and vetted this spring and summer for future construction consideration. There are some high level decisions that need to be made for design and scope this year and this discussion is intended to kick off those reviews. We'll intend on multiple open houses and neighborhood discussions related to the future reconstruction of Sand Acres Drive and extension of Water Main from the new LE2 meter station to the existing water system on American Boulevard.

We're aiming to submit Sand Acres Drive for a Town Road Improvement Program Grant this Fall. We've used these TRIP programs to acquire significant state WISDot grant funding for recent reconstruction of Hickory Road and the upcoming reconstruction this year of Scheuring Road (west of Packerland). These grant funds have been incredibly helpful in helping us complete and finance these projects.

The reconstruction of Sand Acres Drive will be a significant project. We intend to replace the road and also add a pedestrian walkway, but a major decision will need to be determining whether to reconstruct the road as an urban street (curb and gutter) with a detached walking path, or a rural street (with storm ditches in areas where it currently exists) with a walking path essentially attached to the side of the road.

We'll plan for renderings on each option (urban vs. rural), opinions of costs, and plan for public info meetings in the coming months with a goal of coming to a consensus on the scope and cost of work by Fall, in order to submit for the DOT grant programs.

As we look into building out the LE2 meter station, we'll be looking at various routes to run water main to connect LE2 back to existing Town water main on American Boulevard. We'll intend for meetings with various neighborhoods in the coming months about locations for future water extensions. We'll discuss these items at the Town Board meeting



Agenda Item Review

Meeting Date: March 10, 2025
Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzal, Town Administrator
AGENDA ITEM: **Consideration of TID Budgets for 2025**

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is there A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | Yes |

Item History:

We've been preparing revenue and expense/debt service schedules for the TIF Districts on a multi-year forecasting model into the future.

With upcoming projects in TID 2 (Scheuring Rd/New Interchange connection) and the Town Center proposal in TID 3, much of the upcoming 2025 activity (which will impact revenues and costs into the future forecast) will have a bearing on future years.

We'll review and discuss the 2025 revenues and expenses at this meeting.

Recommended Action:

Review of 2025 Revenues, Expenses/Debt Service.