

Town of Lawrence  
Town Board Meeting  
Town Hall 2400 Shady Court, De Pere WI 54115  
Monday, April 24, 2023  
Regular Meeting at 6:30 P.M.

**REVISED**

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of April 10, 2023 Town Board Meeting
7. Consideration of payment of due invoices
8. Review of Recommendations and Reports from Planning & Zoning Board
  - a. Consideration of 3 lot Certified Survey Map (CSM) at 2130 Fox Field Court, Parcel #L-26-5 by Mau & Associates
  - b. Consideration to set a Public Hearing date for Conditional Use Permit request for water feature at 3142 Trinity Court, Parcel #L-2206 by Brian Van Den Heuvel
  - c. Consideration to set a Public Hearing date for Rezoning request for Parcel L-651, Yellow Briar Drive from B-1 (Business/Commercial District) to L-1 (Limited Industrial) by Robinson Inc.
9. Consideration of Planning & Zoning Board Member Appointments – Travis Runke & Kevin Brien
10. Consideration of Board of Appeals Member Appointment – John Verboort
11. Consideration of Proposal to Update Graphics on Quarry Park Baseball Scoreboards
12. Consideration of Part-Time - Seasonal Positions and Pay Rate for Public Works/Parks Department
13. Consideration of Development Agreement - ROC Building Solutions, LLC – Parcel L-161-1, Nutmeg Dr
14. Consideration of Special Assessment Agreement - Colin & Lindsay Wagner – Parcel L-161-1-1, Nutmeg Dr
15. Administrator/Staff Reports
16. Future Agenda Items
17. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

*Posted at the following on April 21, 2023:*

- *Town Hall, 2400 Shady Ct*
- *Posted to the Town Website*
- *Notice to News Media*

NOTE: Any person wishing to attend this meeting who, because of disability requires special accommodations, should contact Town Clerk-Treasurer Cindy Kocken, at 920-347-3719 at least 2 business days in advance so that arrangements can be made.

**Town of Lawrence**  
**Proceedings of the Regular Town Board Meeting**  
**Town Hall, 2400 Shady Court, De Pere WI**  
**Monday, April 10, 2023**

**1. Call to Order**

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

**2. Roll Call**

**Present In-Person**

Chairman: Dr. Lanny Tibaldo

Supervisors: Kevin Brien, Kari Vannieuwenhoven, Tonya Wagner, Tom Perock

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

**3. Pledge of Allegiance**

**4. Approve Agenda**

Supervisor Brien made the motion to approve the agenda as presented. Supervisor Perock seconded the motion. The motion carried unanimously.

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

Chairman Tibaldo thanked Supervisor Tonya Wagner for her service as a Town Board Supervisor including her past years of service on the Planning and Zoning Board.

Chairman Tibaldo also thanked Supervisor Tom Perock for his current service to the Town as Town Board Supervisor as well as his past service to the Town as Town Chairperson and Planning and Zoning Board member.

**6. Consider minutes of the March 27, 2023, Town Board Meeting:**

Supervisor Perock made the motion to approve the March 27, 2023, Town Board meeting minutes as presented. Supervisor Wagner seconded the motion. The motion carried unanimously.

**7. Consideration of payment of due invoices:**

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

**8. Consideration of Resolution 2023-004 to Amend Miscellaneous Fee Schedule – Private Watermain Fees:**

Supervisor Perock made the motion to approve Resolution 2023-004 to amend Miscellaneous Fee Schedule adding Private Watermain fees as presented. Supervisor Wagner seconded the motion. Roll call vote: Supervisor Wagner, aye; Supervisor Brien, aye; Supervisor Vannieuwenhoven, aye; Supervisor Perock, aye, Chairman Tibaldo, aye. Motion carried unanimously.

**9. Consideration of Fire Department Officer On-Call Pay:**

Supervisor Perock made the motion to approve the proposed Fire Department Officer on-call pay of \$2.50 per hour as presented. Supervisor Vannieuwenhoven seconded the motion. Supervisor Brien abstained. Motion carried.

**10. Consideration of Award of Nutmeg Drive Extension Project Bids:**

Supervisor Brien made the motion to award the bid for Nutmeg Drive Extension Project to Advanced Construction in the amount of \$197,523.71 contingent upon executing a Developer's Agreement for Derouin Estates. Supervisor Perock seconded the motion. The motion carried unanimously.

11. **Consideration of Nutmeg Drive Extension Assessment/Development Agreements:**  
No action taken.
12. **Consideration of Street Light Request for Andromeda Drive:**  
Supervisor Vannieuwenhoven made the motion to receive and place on file the petition of street light request for Andromeda Drive. Supervisor Brienens seconded the motion.  
Supervisor Perock opposed. The motion carried 4-1.
13. **Consideration of Request by Robinson Metal -Town Right of First Refusal Termination on Yellowbriar Property: Parcel L-651:**  
The Town received a request from attorneys representing Robinson Metal to consider terminating the Town's option to purchase a currently vacant lot on Yellowbriar, immediately across the street from Robinson Metal. No action taken.
14. **Administrator/Staff Reports**  
Staff reports were given.
15. **Future Agenda Items:**
  - a. Nutmeg Drive Extension Assessment/Development Agreements;
  - b. Request by Robinson Metal -Town Right of First Refusal Termination on Yellowbriar Property: Parcel L-651
16. **Closed Session:** No action.
17. **Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**  
No action.
18. **Adjourn:**  
Supervisor Perock made the motion at 7:50pm to adjourn the meeting. Supervisor Wagner seconded the motion. The motion carried unanimously.

Respectfully submitted by,  
Cindy Kocken, Clerk-Treasurer

## Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Adam Green Construction LLC</b>								
532	Adam Green Construction LLC	22-04-0009	Contractor Deposit Refund-2406	04/06/2023	1,000.00	.00		
Total Adam Green Construction LLC:					1,000.00	.00		
<b>AIT Business Technologies, LLC</b>								
869	AIT Business Technologies, LLC	43431	Microsoft Office-Anti Virus	04/01/2023	431.00	.00		
869	AIT Business Technologies, LLC	43432	Server Backup	04/01/2023	199.99	.00		
869	AIT Business Technologies, LLC	43433	IT Services	04/01/2023	629.99	.00		
869	AIT Business Technologies, LLC	43434	Telephone Service	04/01/2023	150.00	.00		
869	AIT Business Technologies, LLC	43434	Water Telephone	04/01/2023	75.00	.00		
869	AIT Business Technologies, LLC	43434	Sewer Telephone	04/01/2023	75.00	.00		
Total AIT Business Technologies, LLC:					1,560.98	.00		
<b>Aurora Health Care</b>								
36	Aurora Health Care	428186	CDL Drug Testing Fee - GF	04/05/2023	12.50	.00		
36	Aurora Health Care	428186	CDL Drug Testing Fee - WF	04/05/2023	12.50	.00		
36	Aurora Health Care	428186	CDL Drug Testing Fee - SF	04/05/2023	12.50	.00		
36	Aurora Health Care	428186	CDL Drug Testing Fee - SWF	04/05/2023	12.50	.00		
Total Aurora Health Care:					50.00	.00		
<b>Bay Verte Machinery, Inc.</b>								
44	Bay Verte Machinery, Inc.	489098-00	Chain Saw Repiar	04/05/2023	44.50	.00		
Total Bay Verte Machinery, Inc.:					44.50	.00		
<b>Broadway Automotive</b>								
63	Broadway Automotive	1132866	F-5 Repairs	04/19/2023	218.21	.00		
Total Broadway Automotive:					218.21	.00		
<b>Brown County Port &amp; Resource Recovery</b>								
73	Brown County Port & Resource R	54023	Trash Collection	03/31/2023	4,169.04	.00		
73	Brown County Port & Resource R	54023	Trash Collection - Sharps	03/31/2023	7.44	.00		
73	Brown County Port & Resource R	54023	Recycling Revenue	03/31/2023	476.97	.00		
Total Brown County Port & Resource Recovery:					4,653.45	.00		
<b>Central Brown County Water Authority</b>								
93	Central Brown County Water Auth	3353	March Billing	04/05/2023	42,601.75	.00		
Total Central Brown County Water Authority:					42,601.75	.00		
<b>Compass Minerals America</b>								
509	Compass Minerals America	1169116	Salt	04/18/2023	1,618.60	.00		
Total Compass Minerals America:					1,618.60	.00		
<b>Earth Development, Inc</b>								
976	Earth Development, Inc	85667	Snow Removal Round-Abouts	03/31/2023	180.00	.00		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Earth Development, Inc:					180.00	.00		
<b>Franks Radio</b>								
167	Franks Radio	122838	Fire Radio Batteries	04/14/2023	341.51	.00		
Total Franks Radio:					341.51	.00		
<b>Green Bay Highway Products</b>								
191	Green Bay Highway Products	42591	Bands/Endwalls	04/13/2023	11,518.90	.00		
Total Green Bay Highway Products:					11,518.90	.00		
<b>Green Bay Metropolitan Sewage District</b>								
192	Green Bay Metropolitan Sewage	1763	Monthly Fee	04/13/2023	68,280.70	.00		
Total Green Bay Metropolitan Sewage District:					68,280.70	.00		
<b>GS Systems, Inc</b>								
1125	GS Systems, Inc	#INV25596	WIN-911	04/05/2023	400.00	.00		
1125	GS Systems, Inc	#INV25596	WIN-911	04/05/2023	400.00	.00		
Total GS Systems, Inc:					800.00	.00		
<b>Level 3 Communications LLC</b>								
631	Level 3 Communications LLC	636126251	Phone Services	04/01/2023	1,499.40	.00		
Total Level 3 Communications LLC:					1,499.40	.00		
<b>Mail Haus, Inc</b>								
410	Mail Haus, Inc	175561	Water Billing- Water Fund	03/29/2023	730.89	.00		
410	Mail Haus, Inc	175561	Water Billing-Sewer Fund	03/29/2023	730.88	.00		
Total Mail Haus, Inc:					1,461.77	.00		
<b>Menards Inc</b>								
286	Menards Inc	14038	Water Dept Supplies	04/10/2023	21.03	.00		
286	Menards Inc	14055	Shop Supplies	04/10/2023	7.62	.00		
286	Menards Inc	14397	Park repairs	04/18/2023	249.34	.00		
Total Menards Inc:					277.99	.00		
<b>MONROE TRUCK EQUIPMENT INC</b>								
506	MONROE TRUCK EQUIPMENT I	848290	Truck #3	04/10/2023	85.96	.00		
Total MONROE TRUCK EQUIPMENT INC:					85.96	.00		
<b>Motorola Solutions Inc.</b>								
499	Motorola Solutions Inc.	8281583635	Radio for Fire Chiefs Car	03/02/2023	4,980.06	.00		
Total Motorola Solutions Inc.:					4,980.06	.00		
<b>OPG-3, Inc</b>								
917	OPG-3, Inc	6564	Laser-fisch	04/03/2023	800.00	.00		
Total OPG-3, Inc:					800.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>Paul Collette Construction</b>								
591	Paul Collette Construction	22-10-0016	Contractor Deposit Refund-1074	04/18/2023	1,000.00	.00		
Total Paul Collette Construction:					1,000.00	.00		
<b>R &amp; R Insurance Services, Inc</b>								
1099	R & R Insurance Services, Inc	2819699	Insurance Services	04/03/2023	225.00	.00		
Total R & R Insurance Services, Inc:					225.00	.00		
<b>Securian Financial Group, Inc</b>								
944	Securian Financial Group, Inc	002832L-0523	Life Insurance	04/11/2023	261.83	.00		
Total Securian Financial Group, Inc:					261.83	.00		
<b>Southside Tire Co.</b>								
388	Southside Tire Co.	10302196	Utility Truck #6	04/10/2023	102.95	.00		
Total Southside Tire Co.:					102.95	.00		
<b>Village of Hobart</b>								
450	Village of Hobart	033123	Fines/Fortitures	03/31/2023	4,348.33-	.00		
450	Village of Hobart	033123	Judge Salary	03/31/2023	233.33	.00		
450	Village of Hobart	033123	Court Clerk Wages	03/31/2023	857.69	.00		
450	Village of Hobart	033123	Court Clerk Payroll Tax	03/31/2023	83.46	.00		
450	Village of Hobart	033123	Court Clerk Retirement	03/31/2023	58.32	.00		
450	Village of Hobart	033123	Police Uniforms	03/31/2023	372.16	.00		
450	Village of Hobart	033123	Police Captial Equipment	03/31/2023	6,962.59	.00		
450	Village of Hobart	033123	Police Vehicle Lease	03/31/2023	2,542.66	.00		
450	Village of Hobart	033123	Background Checks	03/31/2023	21.30	.00		
450	Village of Hobart	033123	Police Seminars/Conf/Training	03/31/2023	66.00	.00		
450	Village of Hobart	033123	Telephone/Cell/Data	03/31/2023	9,240.60	.00		
450	Village of Hobart	033123	Police Supplies	03/31/2023	353.35	.00		
450	Village of Hobart	033123	Blood Draws	03/31/2023	76.30	.00		
450	Village of Hobart	033123	Police Vehicle Maintenance	03/31/2023	75.55	.00		
450	Village of Hobart	033123	Police Fuel Expenses	03/31/2023	1,474.05	.00		
450	Village of Hobart	033123	Court Health/Dental/Life/WC	03/31/2023	2.02	.00		
450	Village of Hobart	033123	Court Supplies	03/31/2023	97.22	.00		
450	Village of Hobart	033123	Police/Admin Salaries	03/31/2023	31,583.87	.00		
450	Village of Hobart	033123	Police/Adm Payroll Taxes	03/31/2023	2,321.11	.00		
450	Village of Hobart	033123	Police Retirement Expense	03/31/2023	3,907.78	.00		
450	Village of Hobart	033123	Health, Dental, Life, Wrk comp	03/31/2023	7,746.16	.00		
Total Village of Hobart:					63,727.19	.00		
<b>Wisconsin Towns Association</b>								
477	Wisconsin Towns Association	2023-2024	2023 Membership	04/11/2023	1,425.00	.00		
Total Wisconsin Towns Association:					1,425.00	.00		
Grand Totals:					208,715.75	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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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: 4/24/2023

Agenda Item#: 8

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

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

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### 1. Review of Recommendations and Reports from Planning & Zoning Board

- a. Consideration of 3 lot Certified Survey Map (CSM) at 2130 Fox Field Court, Parcel #L-26-5 by Mau & Associates

This is an Estate Residential lot, the proposed division would create similar ER zoned lots. The minimum requirements of 1.5 acres and 200' of road frontage appear to be met. Planning/Zoning voted unanimously to recommend approval of the proposed CSM. Staff supports approval.

- b. Consideration of Conditional Use Permit for water feature at 3142 Trinity Court, Parcel #L-2206 by Brian Van Den Heuvel

THIS ITEM SETS PUBLIC HEARING DATE ONLY FOR 5/22/23.

Town ordinance defines a landscape pond as a water feature less than 3' deep and max. 10'x10'. The proposed pond would be larger than that, therefore considered an artificial lake or pond. This is allowed by Conditional Use Permit (CUP) in Estate Residential zoning. The proposed pond seems to meet the requirements of our ordinance. A Brown County shoreland permit is required, and has been obtained. DNR approval for setbacks and elevations are being reviewed per owner. P/Z voted unanimously to recommend approval, pending a public hearing.

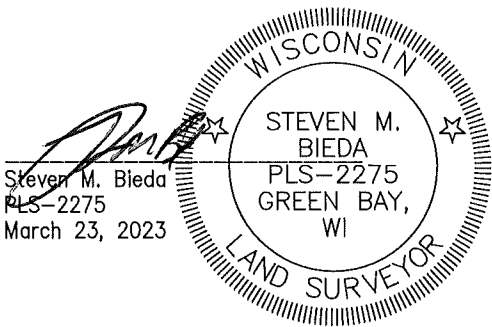
- c. Consideration of Rezoning Parcel L-651, Yellow Briar Drive from B-1 (Business/Commercial District) to L-1 (Limited Industrial) by Robinson Inc.

THIS ITEM SETS PUBLIC HEARING DATE ONLY FOR 5/22/23.

Ben B. (Operations Manager for Robinson) asked to discuss this topic with the Town Board. The Town has received an application for a rezoning, this application gives the opportunity and right to a public hearing. A public hearing should be scheduled unless Robinson decides to withdraw the application. Please note that PZ voted 6-0, unanimously, to recommend to deny the request. Some of the concerns discussed included best use of the parcel, proposed use of the parcel, outdoor storage of materials and equipment, moving of materials and items across Yellow Briar, disruption to the neighborhood and traffic, and lighting, landscape, buffer concerns.

# CERTIFIED SURVEY MAP

Part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin.



Steven M. Bieda

PLS-2275

March 23, 2023

WISCONSIN

STEVEN M. BIEDA

PLS-2275

GREEN BAY, WI

LAND SURVEYOR

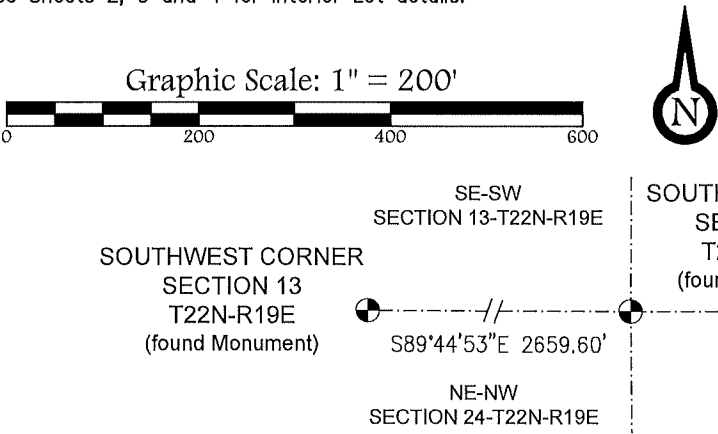
### NOTES

Bearings referenced to the South Line of the Southeast 1/4 of the Southwest 1/4, Section 13, T22N-R19E, assumed to be S89°44'53"E.

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

Floodway and Floodplain data obtained from FEMA FIRM Map No. 55009C0332F, dated 8/18/2009.

See Sheets 2, 3 and 4 for interior Lot details.

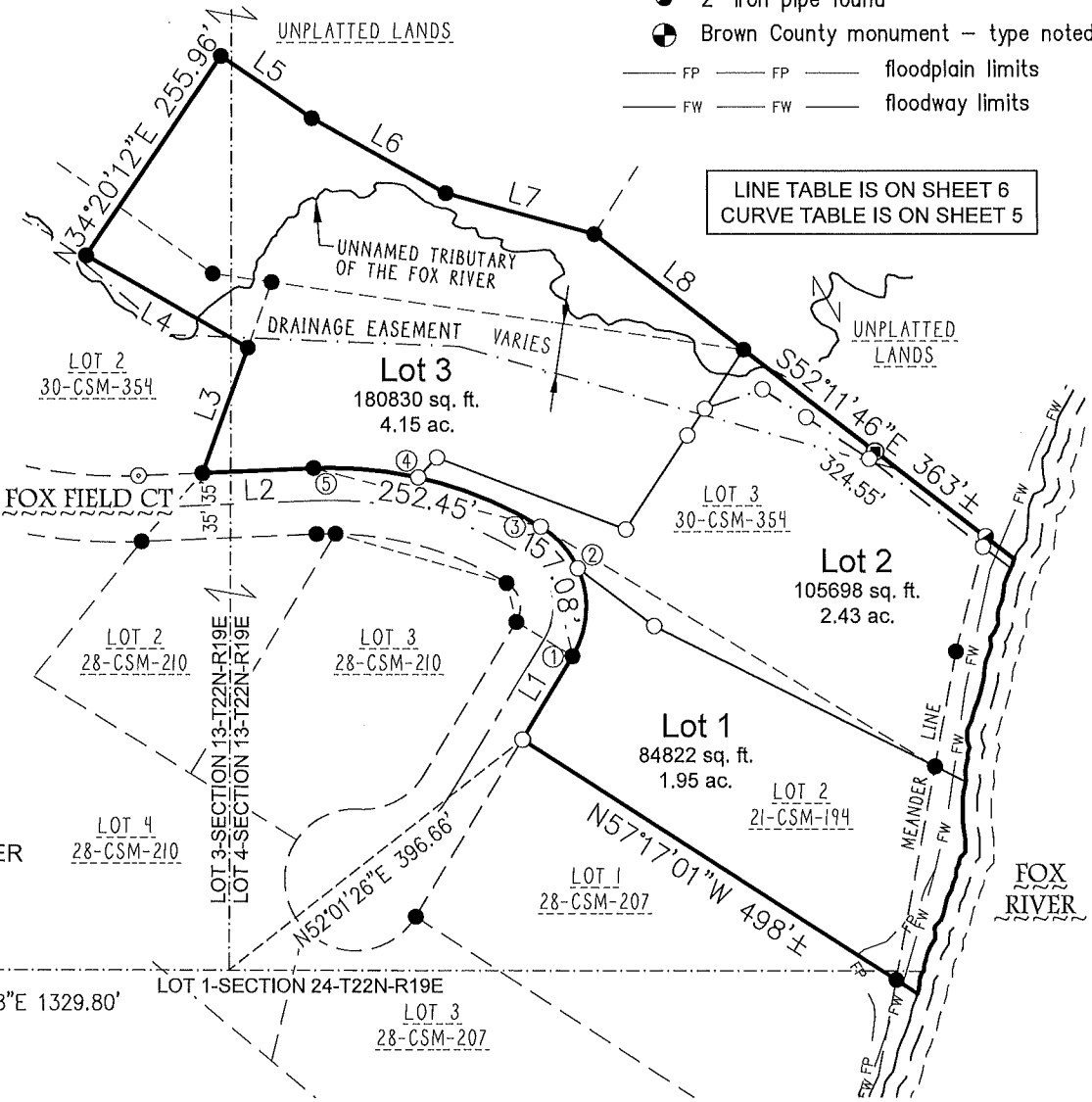


### Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ point on line, lath set
- ⊙ 5/8" iron rod found
- 2" iron pipe found
- ⊙ Brown County monument – type noted

— FP — FP — floodplain limits  
— FW — FW — floodway limits

LINE TABLE IS ON SHEET 6  
CURVE TABLE IS ON SHEET 5



Client: Fred Bennett  
Tax Parcel: L-26-5, L-26-6  
Drafted By: BAB  
File: Z-4081CSM 032023.dwg  
Data File: Z-4081.txt

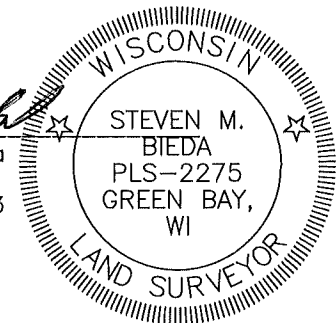
Mau & Associates, LLP  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Nine  
Project No.: Z-4081  
Drawing No.: L-11995  
Fieldwork Completed: 3/8/2023

[illegible]

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
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- ⊗ point on line, lath set
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Steven M. Bleda  
PLS-2275  
March 23, 2023



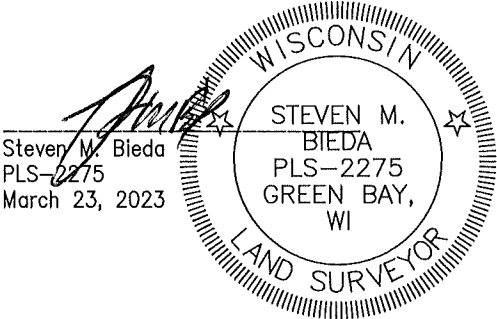


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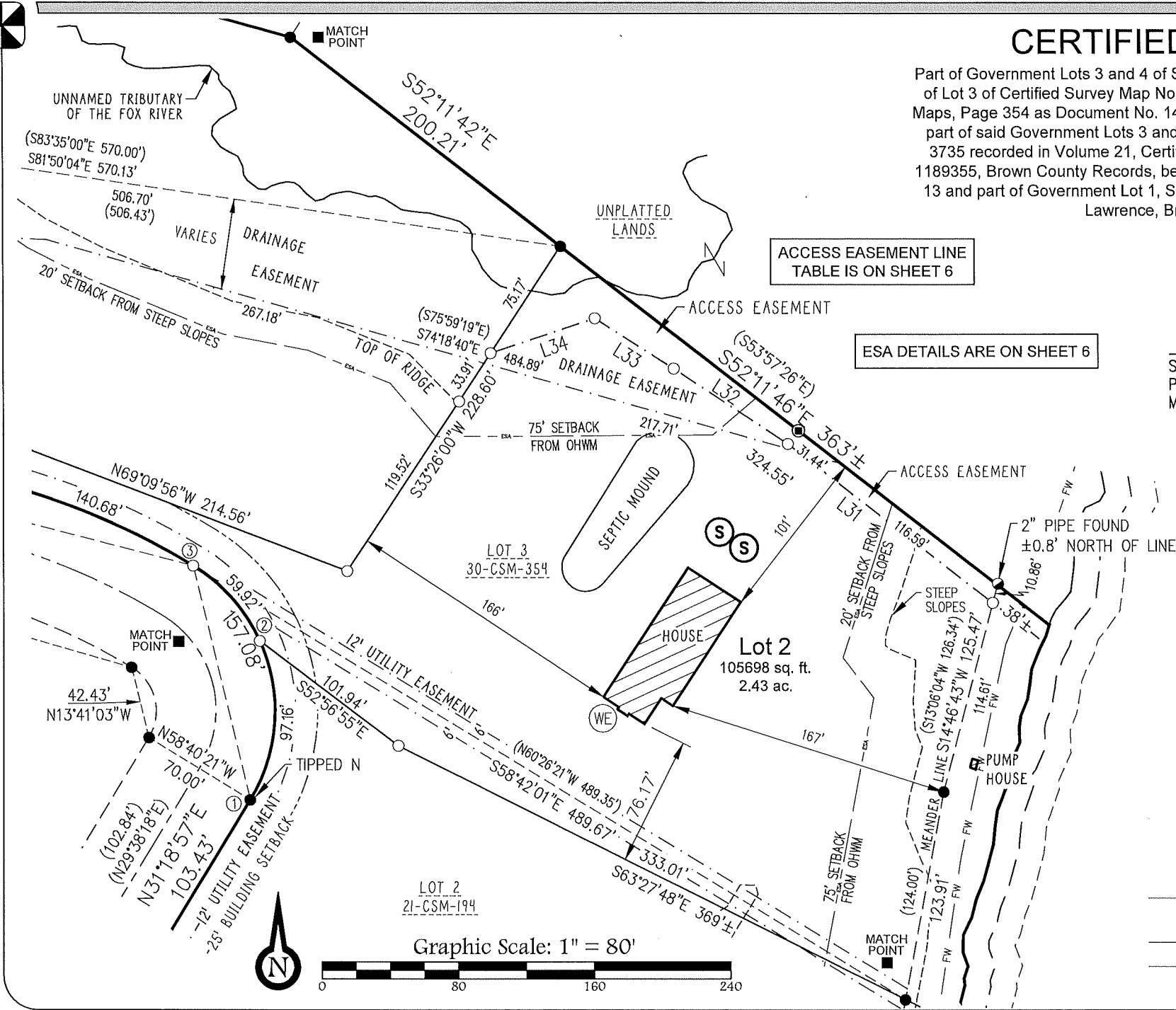
ACCESS EASEMENT LINE  
TABLE IS ON SHEET 6

ESA DETAILS ARE ON SHEET 6



## Legend

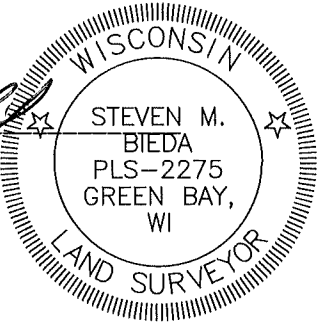
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- 1" iron pipe found
- ⊙ point on line, lath set
- ⊙ 5/8" iron rod found
- 2" iron pipe found
- ▨ existing building
- ⊙ WE well
- ⊙ S septic tank
- OHWM ordinary high water mark
- ESA --- environmentally sensitive area (ESA) limits
- FP --- floodplain limits
- FW --- floodway limits





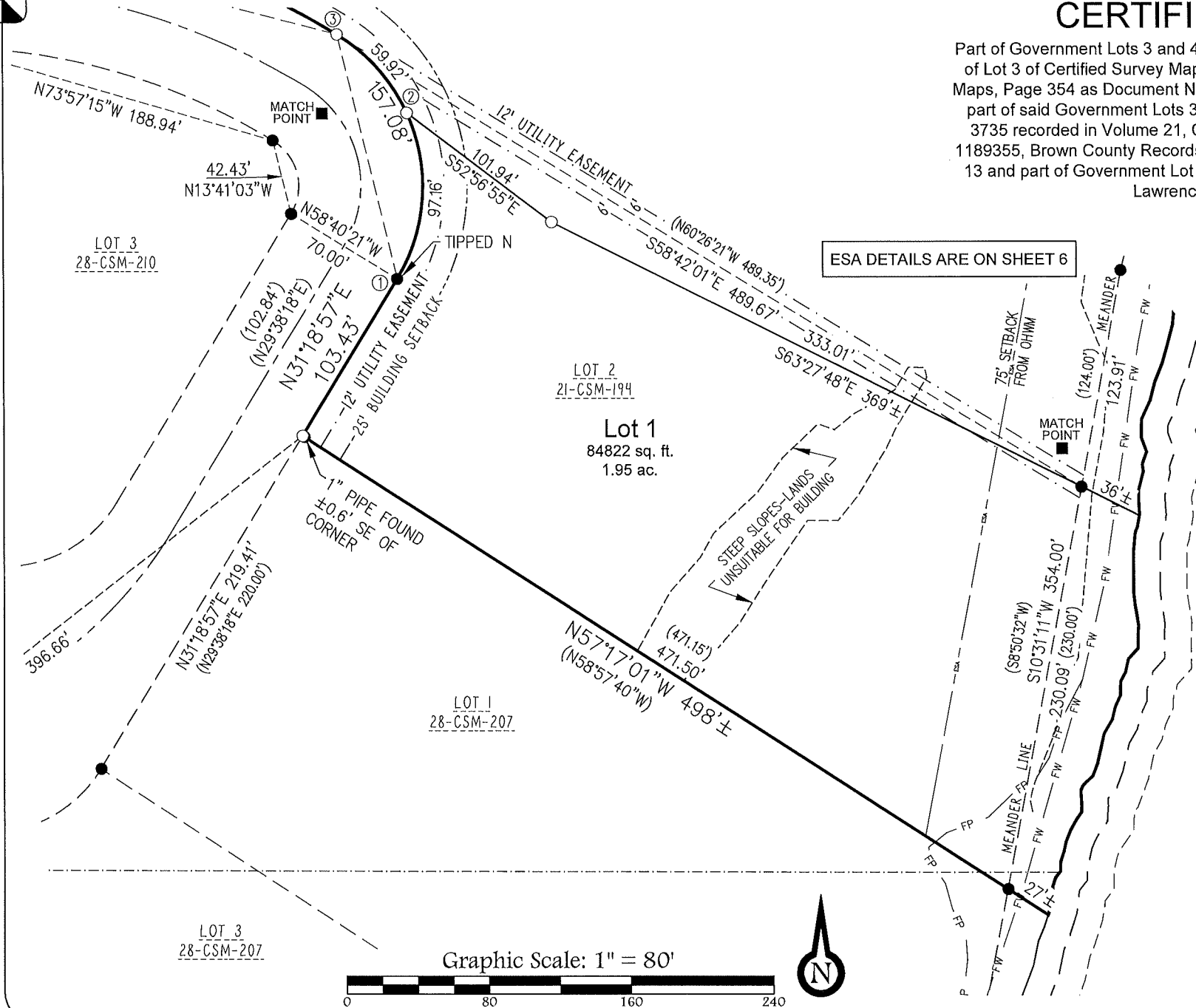
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Steven M. Bieda  
PLS-2275  
March 23, 2023

ESA DETAILS ARE ON SHEET 6



## Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- point on line, lath set
- ⊙ 5/8" iron rod found
- 2" iron pipe found
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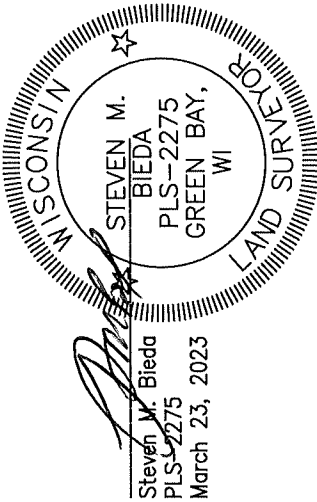
## SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of Section 13, T22N-R19E; thence S89°44'53"E, 2659.60 feet along the South Line of the Southwest 1/4 of said Section 13 to the South 1/4 Corner of said Section 13; thence S89°53'38"E, 1329.80 feet along the South Line of the Southeast 1/4 of said Section 13; thence N52°01'26"E, 396.66 feet to the West Corner of Lot 2, Volume 21, Certified Survey Maps, Page 194, Map Number 3735, Document Number 1189355, Brown County Records, also being a point on the Easterly Right-of-Way of Fox Field Court, and the Point of Beginning; thence N31°18'57"E, 103.43 feet along the Westerly Line of said Lot 2 and the Easterly Line of said Right-of-Way to a found iron pipe; thence 157.08 feet along the Northwestern Line of said Lot 2 and the Northeastery Right-of-Way of Fox Field Court being the arc of a 100.00 foot radius curve to the Left whose long chord bears N13°41'03"W, 141.42 feet, to the Northwest Corner of said Lot 2 and a Southern point of Lot 3, Volume 30, Certified Survey Maps, Page 354, Map Number 4783, Document Number 1419400, Brown County Records; thence 252.45 feet along the Northerly Right-of-Way of Fox Field Court and a Southerly Line of said Lot 3, being the arc of a 428.81 foot radius curve to the Left whose long chord bears N75°33'00"W, 248.82 feet, to a found pipe and point on the Southerly Line of said Lot 3; thence S87°35'13"W, 118.00 feet along said Northerly Right-of-Way and said Southerly Line to the Southwestern Corner of said Lot 3; thence N20°02'19"E, 141.55 feet along the West Line of said Lot 3 to a found iron pipe; thence N60°17'10"W, 197.49 feet to a found pipe; thence N34°20'12"E, 255.96 feet to a found iron pipe; thence S74°37'08"E, S55°42'20"E, 116.61 feet to a found iron pipe; thence; S60°37'34"E, 162.73 feet to a found iron pipe; thence S74°37'08"E, 163.61 feet to a found iron pipe; thence S52°11'42"E, 200.21 feet to a found iron pipe and a Northern Corner of said Lot 3; thence S52°11'46"E, 324.55 feet along a Northern Line of said Lot 3 to a point N52°11'46"W, 38 feet more or less from the water's edge of the Fox River, and the start of a meander line; thence S14°46'43"W, 125.47 feet along said meander line; thence S10°31'11"W, 354.00 feet along said meander line to a point on the Southern Line of said Lot 2 being N57°17'01"W, 27 feet more or less from the water's edge of the Fox River and end of said meander line; thence N57°17'01"W, 471.50 feet along the Southern Line of said Lot 2, also being the Northern Line of Lot 1, Volume 28, Certified Survey Maps, Page 207, Map Number 4440, Document Number 1325951, Brown County Records, to the Point of Beginning. Including all lands lying between the meander line and the water's edge of the Fox River.

Parcel contains 371,350 square feet / 8.52 acres, more or less to the water's edge.  
Parcel subject to easements and restrictions of record.

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

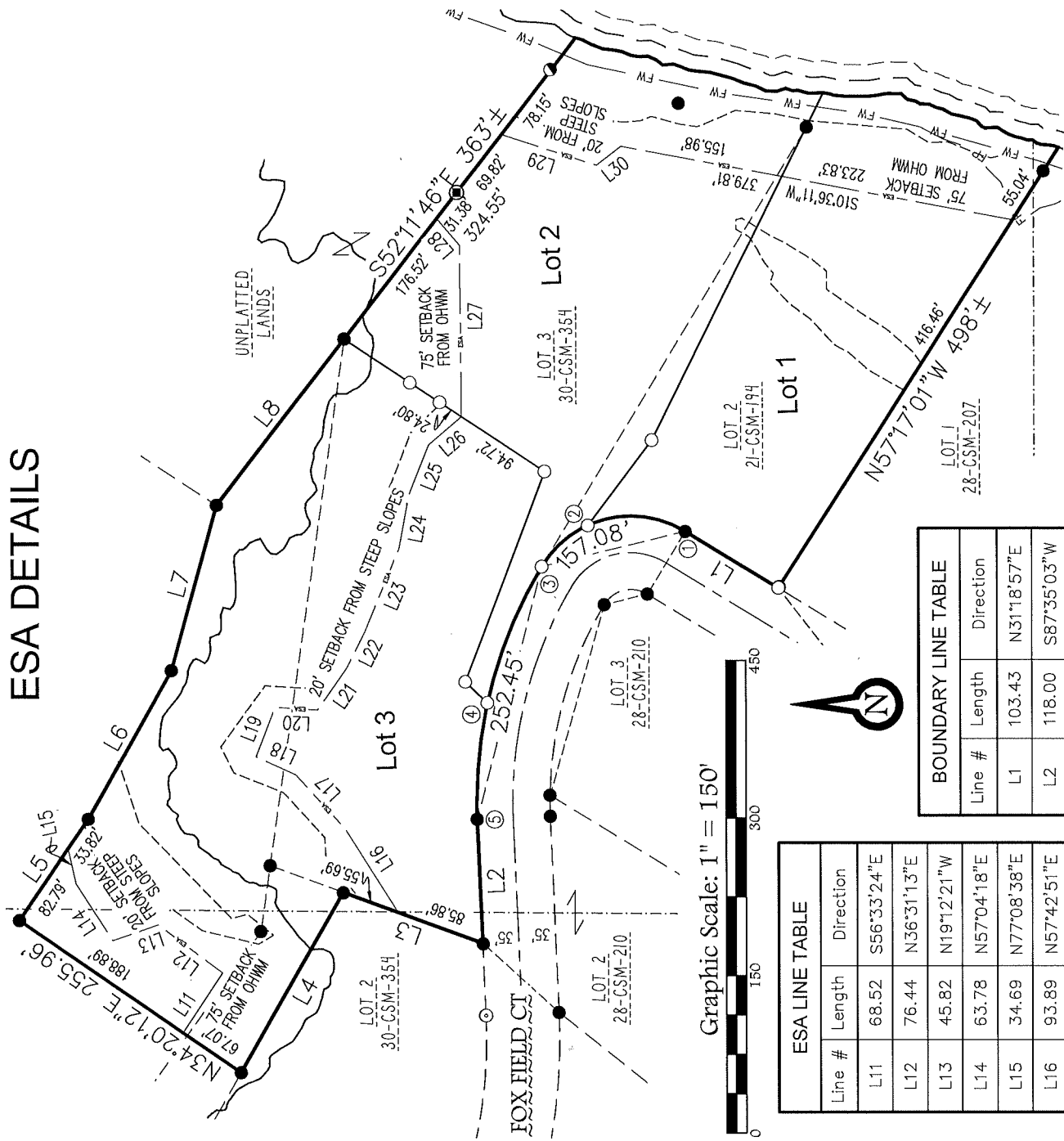


BOUNDARY CURVE TABLE						
Curve #	Length	Radius	Central Angle	Chord	Bearing	Tangent
1-3	157.08	100.00	90°00'00"	141.42	N13°41'03"W	N58°41'03"W
1-2	97.16	100.00	55°40'13"	93.38	N3°28'50"E	N31°18'57"E
2-3	59.92	100.00	34°19'47"	59.02	N41°31'10"W	N24°21'16"W
3-5	252.45	428.81	33°43'54"	248.82	N75°33'00"W	N58°41'03"W
3-4	140.68	428.81	18°47'51"	140.05	N68°04'59"W	N58°41'03"W
4-5	111.77	428.81	14°56'03"	111.45	N84°56'56"W	N77°28'54"W
						S87°35'03"W



# CERTIFIED SURVEY MAP

Part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin.



Graphic Scale: 1" = 150'

ESA LINE TABLE		
Line #	Length	Direction
L11	68.52	S56°33'24"E
L12	76.44	N36°31'13"E
L13	45.82	N19°12'21"W
L14	63.78	N57°04'18"E
L15	34.69	N77°08'38"E
L16	93.89	N57°42'51"E
L17	69.68	N47°40'24"E
L18	41.95	N24°26'28"E
L19	50.39	S68°35'16"E
L20	40.46	S03°26'58"W
L21	48.48	S55°04'00"E
L22	39.65	S63°18'50"E
L23	85.55	S67°38'32"E
L24	51.33	S79°16'20"E
L25	51.83	S68°10'57"E
L26	41.19	S40°24'05"E
L27	162.99	N89°39'40"E
L28	33.51	N49°25'39"E
L29	95.24	S17°55'08"W
L30	29.73	S37°22'13"E

BOUNDARY LINE TABLE		
Line #	Length	Direction
L1	103.43	N31°18'57"E
L2	118.00	S87°35'03"W
L3	141.55	N20°02'19"E
L4	197.49	N60°17'10"W
L5	116.61	S55°42'20"E
L6	162.73	S60°37'34"E
L7	163.61	S74°37'08"E
L8	200.21	S52°11'42"E

ACCESS EASEMENT LINE TABLE		
Line #	Length	Direction
L31	186.41	N52°11'46"W
L32	80.05	N56°30'49"W
L33	54.92	N57°24'16"W
L34	64.87	S71°35'48"W

STEVEN M. BIEDA  
PLS-2275  
GREEN BAY, WI  
March 23, 2023



## CERTIFIED SURVEY MAP

Part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1199355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin.

### NOTES

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

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

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

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

Development on Lots 1 and 3 requires public sewer and water be available OR acquisition of all state, county, and/or municipal permits concerning onsite sewage disposal systems for sanitary waste disposal.

### RESTRICTIVE COVENANTS

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

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Lots 1, 2 and 3 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark --whichever is greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20-foot setback from top and bottom of steep slopes. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

### OWNER'S CERTIFICATE

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

TOWN OF LAWRENCE  
CITY OF DE PERE  
BROWN COUNTY PLANNING COMMISSION

Frederick W. Bennett, Trustee  
Frederick W. & Jane D. Bennett Living Trust

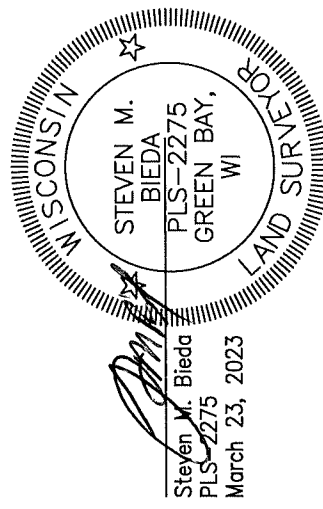
Jane D. Bennett, Trustee  
Frederick W. & Jane D. Bennett Living Trust

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

Notary Public  
Brown County, Wisconsin

My Commission Expires \_\_\_\_\_

STATE OF WISCONSIN ]  
                                  ] ss  
COUNTY OF BROWN ]





## CERTIFIED SURVEY MAP

Part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin.

### CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Karl Mueller  
Senior Planner

### CERTIFICATE OF THE BROWN COUNTY TREASURER

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

\_\_\_\_\_  
Paul D. Zeller  
Brown County Treasurer

Date

### CERTIFICATE OF THE TOWN OF LAWRENCE

Approved for the Town of Lawrence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

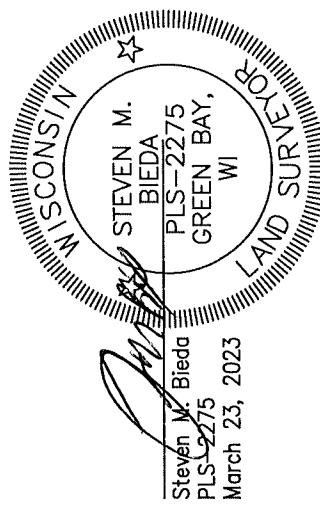
\_\_\_\_\_  
Cindy Kocken  
Town Clerk

### CERTIFICATE OF THE CITY OF DE PERE

Approved by the Common Council for the City of De Pere on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Carey E. Danen  
City Clerk

Date







## TOWN OF LAWRENCE CONDITIONAL USE PERMIT APPLICATION FOR PLANNING AND ZONING

### GENERAL INFORMATION

<b>Purpose:</b>	Any person having a freehold interest in land, or a possessory interest entitled to exclusive possession, or a contractual interest which may become a freehold interest or an exclusive possessory interest, and which is specifically enforceable, may file an application to use such land for one or more of the conditional uses provided for in this chapter in the zoning district in which the land is located.
<b>Fee:</b>	\$250.00
<b>Meeting Dates/Times:</b>	Meetings of the Planning and Zoning Board occur the second Wednesday of each month at the Lawrence Town Hall, 2400 Shady Ct., De Pere, WI 54115 at 6:00pm. Application must be submitted seven (7) days prior to meeting.
<b>Application/Information Submittal:</b>	A completed application along with appropriate fee must be submitted to the Town's Business Office. One <b>(1) complete copy</b> of the information being presented to the Board must be included with the application along with a .pdf copy via email. A representative is required to attend and present the information at the meeting.
<b>Ordinance:</b>	<u>§ 300-205 Conditional Uses</u>

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

### SECTION 1: APPLICANT INFORMATION

Applicant Name: Brian J. Van Den Heuvel

Mailing Address: 3142 Trinity Court

City: De Pere

State: WI

ZIP Code: 54115

Email: bvdh@vhcinvest.com

Phone Number: 920-370-3868

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

Owner/Developer Name:

Mailing Address:

Email:

City:

State:

ZIP Code:

Email:

Phone number:

### SECTION 3: PROJECT OR SITE LOCATION

Project Address: 3142 Trinity Court De Pere, WI 54115

Parcel #(s): L-2206

Parcel Size: 3.330 acres

Frontage:

Current Zoning District: Residential





## TOWN OF LAWRENCE CONDITIONAL USE PERMIT APPLICATION FOR PLANNING AND ZONING

Legal Description:

### SECTION 4: ADDITIONAL INFORMATION

Describe Purposed Plan:

The purpose is to add a water feature in the backyard to increase the enjoyment of nature and supporting the wildlife, also to increase environmental awareness for my children.

The pond will have a 10' safety shelf at a maximum of 2' feet deep. See the attached drawing with slopes, locations, elevations and water elevation / overflow plan.

I am working with a civil engineer to ensure the construction methods and materials are of the highest degree.

If there are any other questions please feel free to reach out to me by e-mail or by phone.

Prepare and submit an electronic copy of the sign plan detailing your request completely and any additional information which will support your application.

Signature of Applicant:

*Brian Van Den Heuvel*

Date:

*4/6/2023*



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

Name: \_\_\_\_\_

Check # \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Date: \_\_\_\_\_ Meeting Date: 5/10/2023

District: \_\_\_\_\_ Zoning: \_\_\_\_\_

Permit #: 23-04-0005

Parcel #: L-2206



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

### Conditional Use Permit Review Flowchart

CUP APPLICATION WITH SUPPORTING  
DOCUMENT(S) TURNED INTO STAFF AT  
TOWN HALL



STAFF REVIEW &  
REVIEW BY ZONING  
ADMINISTRATOR



PLANNING AND ZONING MEETING  
TO RECOMMEND TO APPROVE OR  
DENY TO TOWN BOARD



TOWN BOARD MEETING TO  
SCHEDULE PUBLIC HEARING

NOTICE OF PUBLIC  
INFORMATIONAL  
HEARING AT TOWN  
BOARD MAILED TO  
APPLICABLE  
PROPERTY OWNERS  
(PARTIES OF  
INTEREST WITHIN  
500' OF PROPERTY)

TOWN BOARD MEETING WHERE  
TOWN BOARD EITHER APPROVES  
OR DENIES WITHIN 60 DAYS OF  
FILING APPLICATION



---

**Recommendation by Planning and Zoning**

Planning and Zoning meeting Date: \_\_\_\_\_

Recommended Action:

\_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vote: \_\_\_\_\_

\_\_\_\_\_

*Authorized Signature*

---

**Decision by Town Board**

Hearing Date: \_\_\_\_\_

Discussion:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Permit Expiration: \_\_\_\_\_

Vote: \_\_\_\_\_

\_\_\_\_\_

*Authorized Signature*



15' X 50' X 1'  
TRACKING PAD  
DETAIL 1/C2.0

EXISTING HOUSE  
FF = 687.3

54'-4 1/2"

54'-6 1/2"

75' STREAM SETBACK

WETLANDS DELINEATED  
BY OTHERS

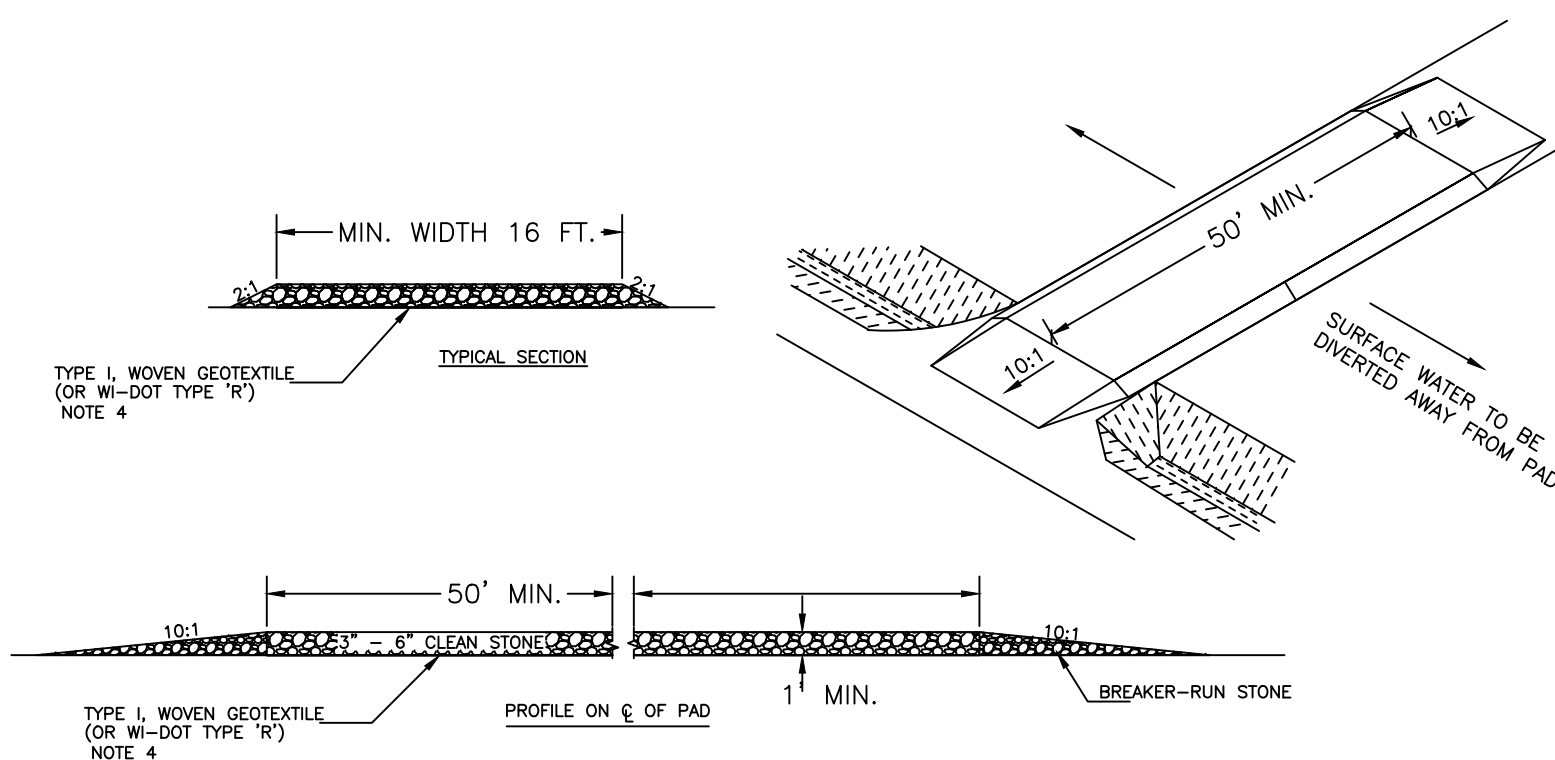
NAVIGABLE STREAM

TOWN OF LAWRENCE  
STORM SEWER AND  
ACCESS EASEMENT

255 FT OF  
FILTER SOCK  
DETAIL 2/C2.0

75' STREAM SETBACK

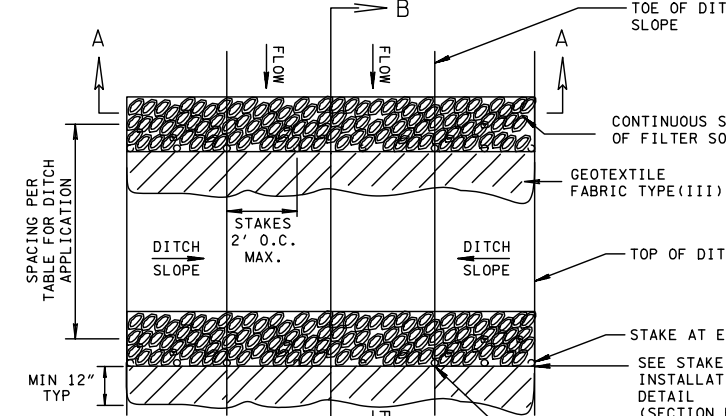
FLOOD PLAIN



1. TRACKING PAD SHALL BE INSTALLED PRIOR TO CONSTRUCTION TRAFFIC.
2. TRACKING PAD SHALL BE INSTALLED TO THE FULL WIDTH OF THE EGRESS POINT.
3. TRACKING PAD SHALL BE 5" - 8" STONE WITH LESS THAN 10% FINES.
4. WHERE SATURATED CONDITIONS ARE EXPECTED, PAD SHALL BE UNDERLAIN BY TYPE I WOVEN GEOTEXTILE (W-DOT TYPE 'R').
5. SURFACE WATER SHALL BE DIVERTED AWAY FROM TRACKING PAD OR CONVEYED THROUGH WITH A CULVERT.
6. ALL OUTGOING CONSTRUCTION TRAFFIC MUST USE TRACKING PAD. IF ANOTHER EXIST. IS USED INSTALLED A TRACKING PAD AT THAT LOCATION.

VOLUME OF STONE----- 45.5 TONS.  
35 CU.YD.

## 1 TRACKING PAD C2.0 NTS

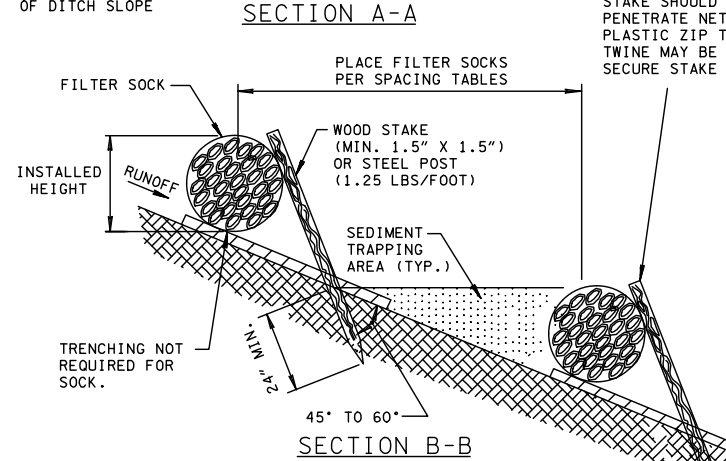
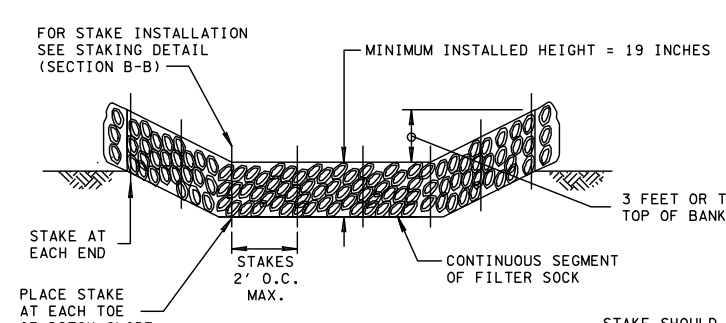


FILTER SOCK CHECK DAM ESTIMATED QUANTITIES					
V-DITCH			TRAPEZOIDAL DITCH		
24" FILTER SOCK (INSTALLED HEIGHT 19")	18" FILTER SOCK (INSTALLED HEIGHT 19")	12" FILTER SOCK (INSTALLED HEIGHT 19")	24" FILTER SOCK (INSTALLED HEIGHT 19")	18" FILTER SOCK (INSTALLED HEIGHT 19")	12" FILTER SOCK (INSTALLED HEIGHT 19")
25	40	25	25	40	25

1. ESTIMATED QUANTITIES BASED ON 4:1 SIDE SLOPES. QUANTITIES WILL VARY BASED ON ACTUAL DITCH CONFIGURATION.
2. ESTIMATED QUANTITIES BASED ON 4 FT BOTTOM WIDTH, 4 FT DEPTH, AND 4:1 SIDE SLOPES. QUANTITIES WILL VARY BASED ON ACTUAL DITCH CONFIGURATION.

FILTER SOCK SPACING FOR SLOPE APPLICATION				FILTER SOCK SPACING FOR DITCH APPLICATION	
SLOPE	8"	12"	18"	DITCH SLOPE	MAXIMUM FILTER SOCK SPACING
2E 70'	80'	N/A	N/A	LESS THAN 2E	80'
1E 30'	60'	N/A	N/A	2E	80'
10E 20'	30'	70'	80'	3E	50'
6:1 N/A	20'	40'	55'	4E	40'
4:1 N/A	20'	30'	30'	5E	30'
3:1 N/A	N/A	20'	25'	6E	20'
2:1 N/A	N/A	20'	20'	GREATER THAN 6E	20'

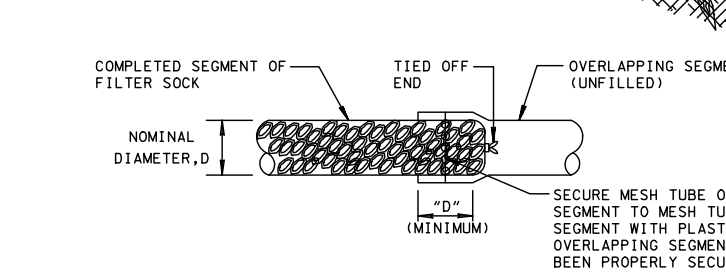
N/A = NOT RECOMMENDED. SPACING NOT TO EXCEED 80'.



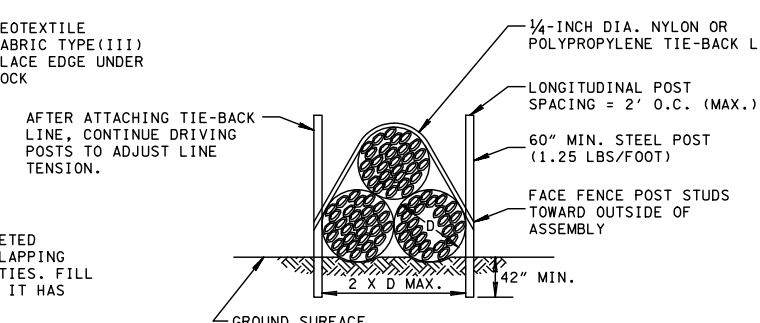
SOCK HEIGHTS INSTALLED		
NOMINAL DIAMETER, D	INSTALLED HEIGHT OF SINGLE SOCK	INSTALLED HEIGHT OF STACKED SOCKS
8"	6.5"	N/A
12"	9.5"	19"
18"	14.5"	29"
24"	19"	38"

MINIMUM SPECIFICATION FOR FILTER MEDIA		
PROPERTY	UNITS	RANGE
SPH		5.0 - 8.5
MOISTURE CONTENT	% WET WEIGHT BASIS	< 40
ORGANIC MATTER CONTENT	% DRY WEIGHT BASIS	25 - 100
PHYSICAL CONTAMINANTS	% DRY WEIGHT BASIS	< 1
PARTICLE SIZE	% PASSING SELECTED MESH SIZE, DRY WEIGHT BASIS	2 INCH - 99% 1/4 INCH - 50% MAX. PARTICLE SIZE 2 INCHES

NOTES: MANUFACTURER SPECIFICATION MAY BE SUBSTITUTED WITH THE APPROVAL OF ENGINEER.



FILTER SOCK JOINT DETAIL (FOR SLOPE APPLICATION ONLY)

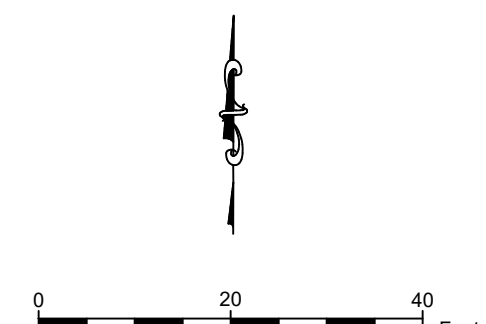


FILTER SOCK STACKING DETAIL

## 2 FILTER SOCK C2.0 NTS

### NOTES

14,265 FT<sup>2</sup> DISTURBED AREA  
0 FT<sup>2</sup> NEW IMPERVIOUS AREA



Know what's below.  
Call before you dig.



1730 E. SYLVAN AVE.  
APPLETON, WI 54915  
PH. (920) 419-5904

## SITE PLAN

BRIAN VAN DEN HEUVEL

3142 TRINITY COURT

DE PERE, WI 54115

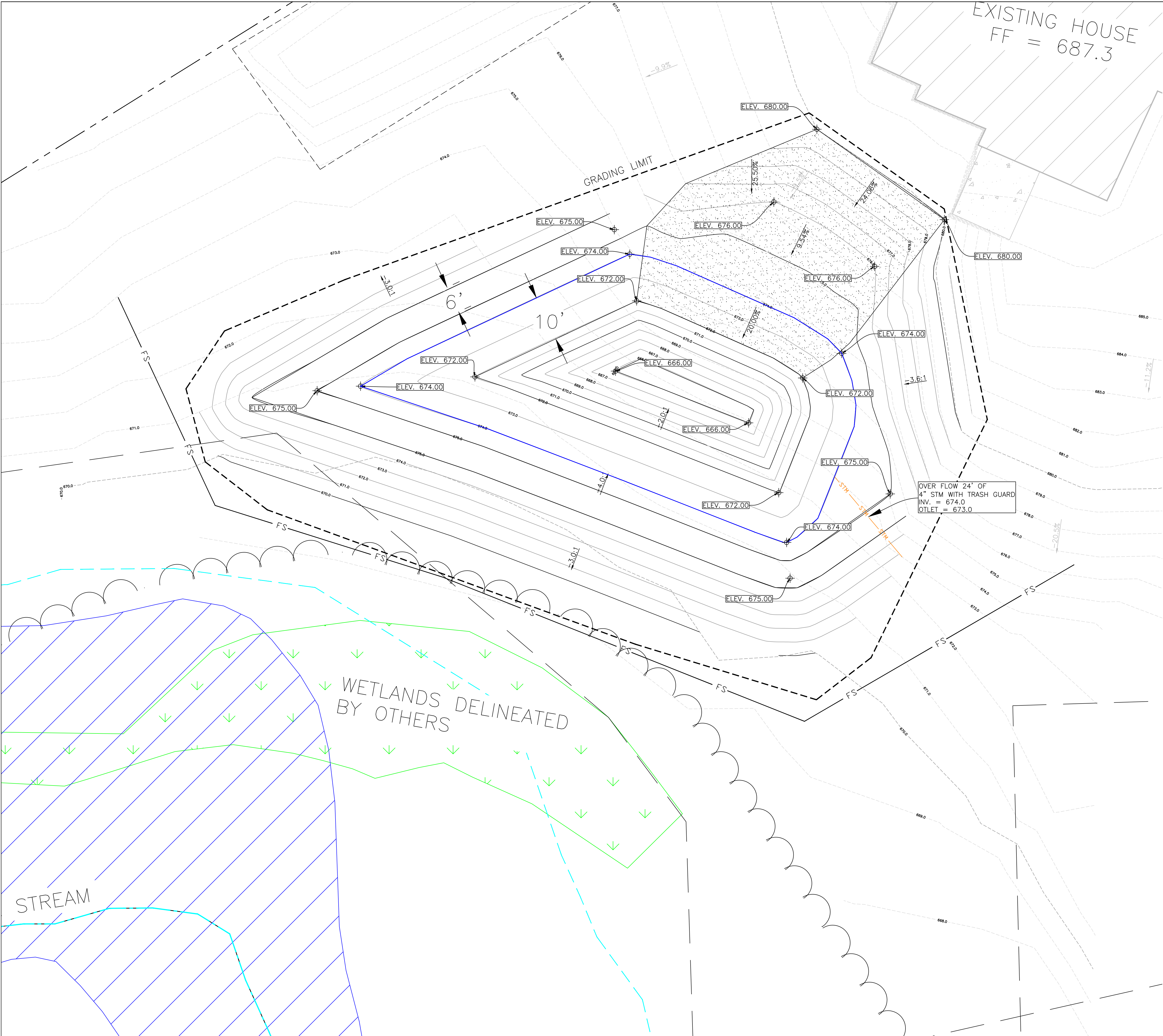
BROWN COUNTY

ISSUED FOR: PRELIMINARY  
DATE: 03/15/2023  
DRAWN BY: CJF  
CHECKED BY: CJF

REVISIONS		
DATE	BY	ID
	*	A

SHEET NO.  
C2.0





23-04-0005  
L-2306



CIVIL FOX  
ENGINEERING, LLC

1730 E. SYLVAN AVE.  
APPLETON, WI 54915  
PH. (920) 419-5904

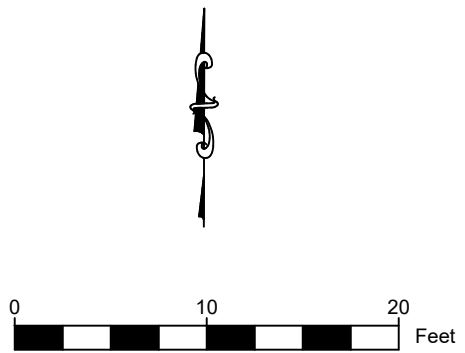
# GRADING PLAN

**BRIAN VAN DEN HEUVEL**  
3142 TRINITY COURT  
DE PERE, WI 54115  
BROWN COUNTY

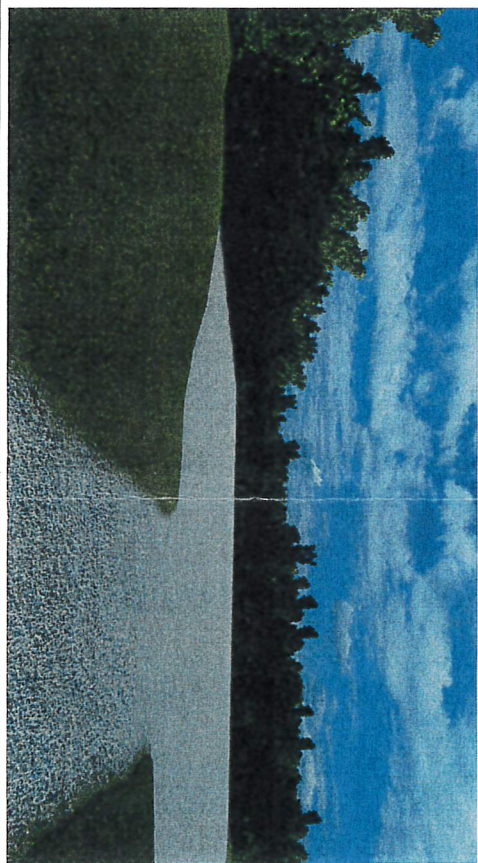
ISSUED FOR:	PRELIMINARY
DATE:	03/15/2023
DRAWN BY:	CJF
CHECKED BY:	CJF

REVISIONS		
DATE	BY	ID
	*	A

SHEET NO.  
**C3.0**



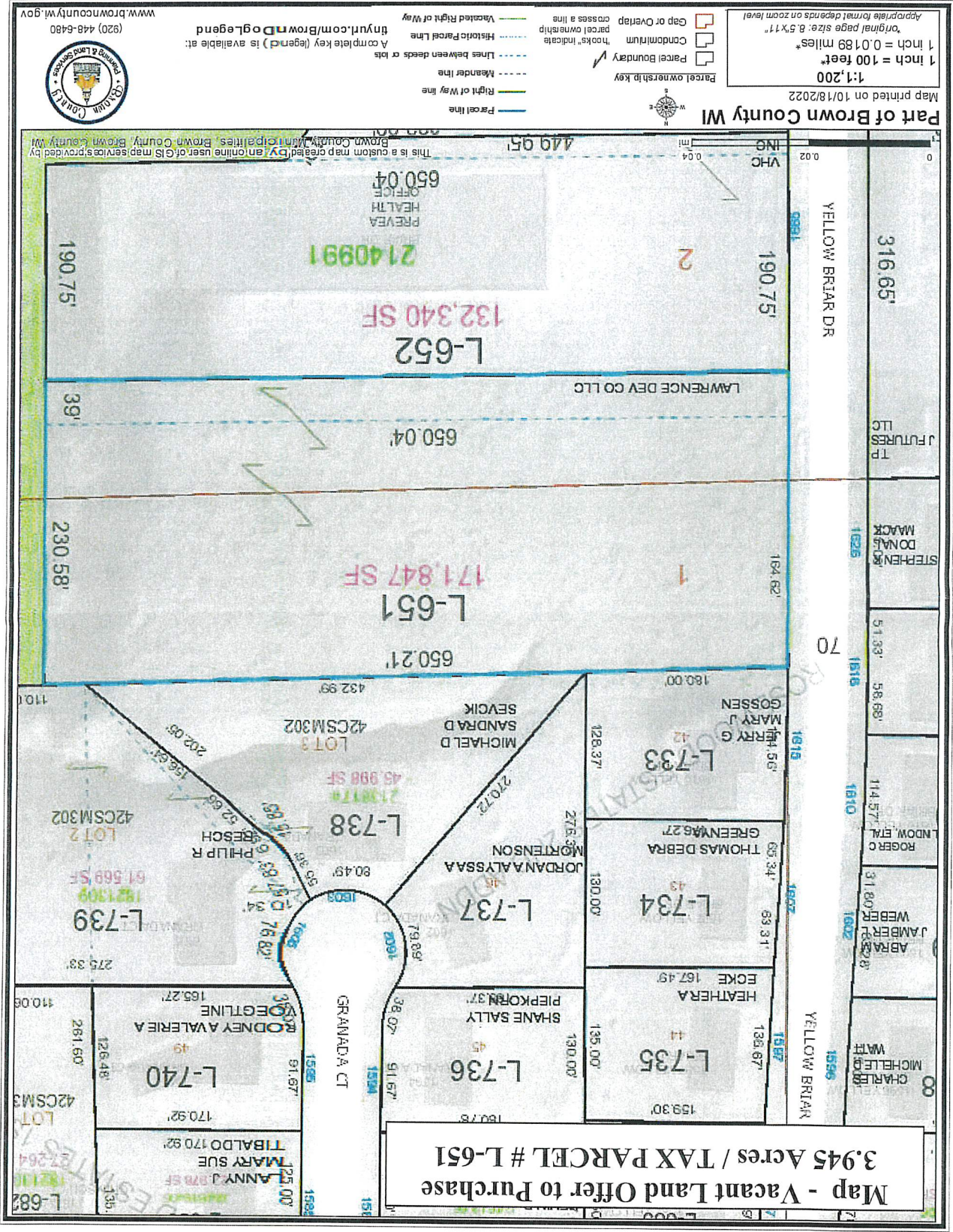




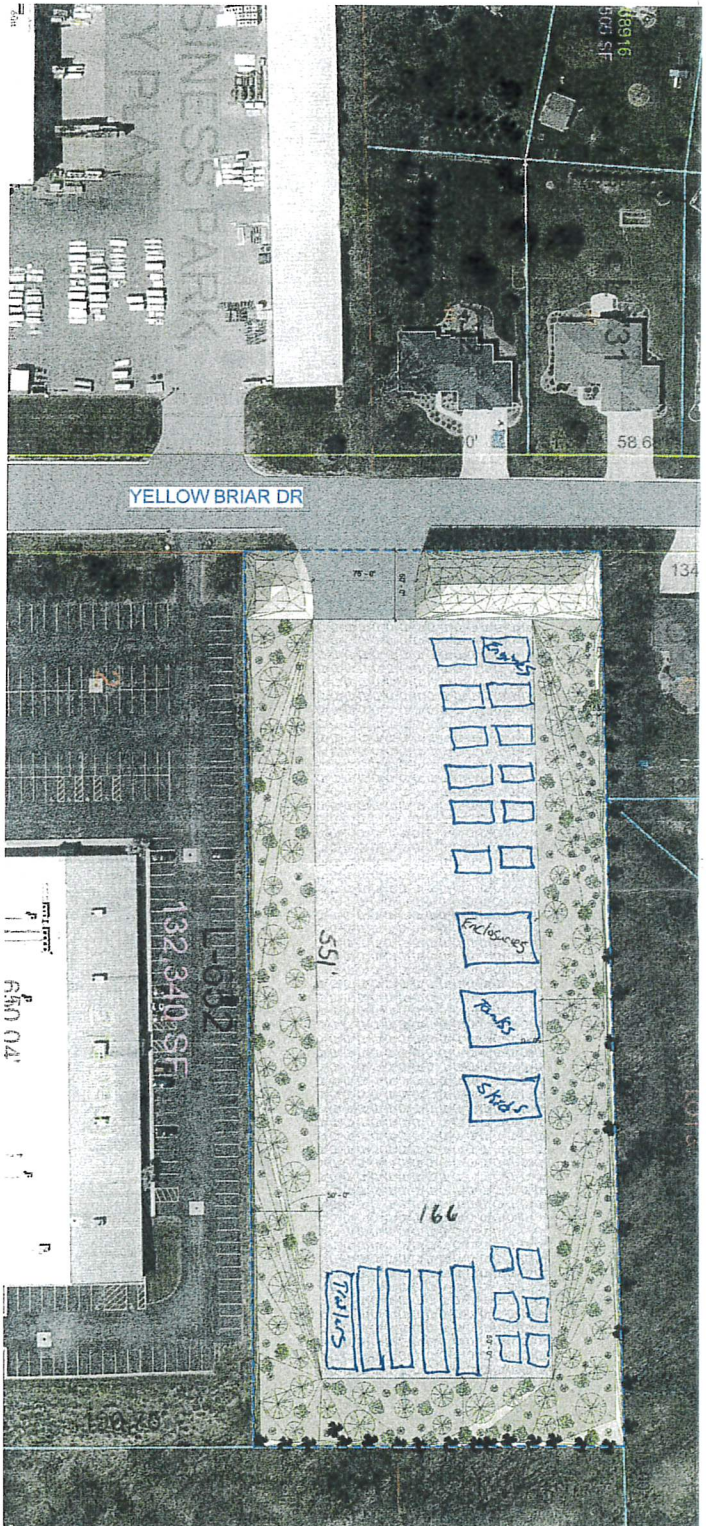
**Abstract**

G400









 SITE PLAN



L-1651



437 Manitowoc Street  
Suite 1  
Fond du Lac, WI 54230  
PHONE: (920) 754-4723  
1-800-255-3252  
FAX: (920) 754-4200

[www.lorriganconstruction.com](http://www.lorriganconstruction.com)

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PROFESSIONAL SEAL (S)

**PRELIMINARY**  
FOR REVIEW ONLY  
NOT FOR CONSTRUCTION

PROJECT INFO:  
**ROBINSON'S  
METAL STORAGE  
LOT**

22-101922

REVISION SCHEDULE  
DATE DESCRIPTION

DATE: OCTOBER 19, 2022  
PRELIMINARY NO.: 22-101922  
CONTRACT NO.: 00-000  
PROJECT MANAGER: RYAN LORRIGAN  
SUPERVISOR: LORRIGAN  
DRAWN BY:  
SHEET TITLE:  
**ARCHITECTURAL  
SITE PLAN**

G400































Planning and Zoning Members

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Home</u>	<u>Cell</u>	<u>Appointed</u>	<u>Term</u>	<u>Term Exp.</u>
Lanny Tibaldo	1585 Granada Ct.	<a href="mailto:lannyt@lawrencewi.gov">lannyt@lawrencewi.gov</a>		920-619-6257	5/13/2015	3	May 2024
Larry Boldt (Secretary)	2029 Little Rapids Rd	<a href="mailto:larryboldt@sbcglobal.net">larryboldt@sbcglobal.net</a>	337-9571	920-819-2458	6/27/2022	3	May 2025
Skip Lee	2361 Lost Dauphin Rd	<a href="mailto:skiplee2@new.rr.com">skiplee2@new.rr.com</a>	338-8373	920-338-8373	5/14/2012	3	May 2024
Katie McCarty	3477 Lost Dauphin Rd	<a href="mailto:katie.mccarty1@gmail.com">katie.mccarty1@gmail.com</a>	920-475-3794	920-475-3794	3/1/2022	3	May 2025
Mike Vande Hei	2696 Lost Dauphin Rd	<a href="mailto:mvandehei001@new.rr.com">mvandehei001@new.rr.com</a>	336-0758	920-639-1564	5/14/2012	3	May 2024
Kyle Trembl	Mahogany Trail	<a href="mailto:kyle.Trembl@dot.wi.gov">kyle.Trembl@dot.wi.gov</a>		920-360-7029	5/1/2021	3	May 2024
Travis Runke	2017 Morning Dew	<a href="mailto:trunke158@gmail.com">trunke158@gmail.com</a>	883-1821	920-883-1821	5/14/2014	3	May 2023



## Agenda Item Review

Meeting Date: 4/24/2023

Agenda Item#: 9 & 10

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzel, Town Administrator  
**AGENDA ITEM:** Consider Appointments to Planning & Zoning and Zoning Board of Appeals

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, stipends for members of committee
2. Is it Currently Budgeted? Yes

### Item History

The Planning & Zoning Committee and Zoning Board of Appeals function with members that have 3 year terms.

Each year there are terms that will have finished and Town ordinance stipulates that the Town Chair nominates individuals to fill those roles.

The Town Board then considers those nominations and votes on confirmation of the appointments.

Town Chair Tibaldo has nominated the following individuals to be considered for terms on each committee:

#### **Planning & Zoning Committee-**

- Re-Appoint Travis Runke
- Appoint Kevin Brienens as member and designate as Chair of the committee

#### **Zoning Board of Appeals-**

- Re-Appoint John Verboort

### **Recommended Action:**

Consider nominations by Town Chair Tibaldo.

## Board of Appeals Members

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Home</u>	<u>Cell</u>	<u>Last Appointed</u>	<u>Proposed Term</u>	<u>Term Exp.</u>
John VerBoort	2325 Lost Dauphin Rd	<a href="mailto:john@aim-msm.com">john@aim-msm.com</a>	920-336-8732	920-655-4858	6/27/2022	1	May 2023
Mike Vande Hei	2696 Lost Dauphin Rd	<a href="mailto:mvandehei001@new.rr.com">mvandehei001@new.rr.com</a>	920-336-0758	920-639-1564	6/27/2022	3	May 2025
Larry Boldt (Alternate)		<a href="mailto:larryboldt@sbcglobal.net">larryboldt@sbcglobal.net</a>		920-819-2458	6/27/2022	3	May 2025
Andy Selner (Chair)	2126 Potter Drive	<a href="mailto:aselner@gmail.com">aselner@gmail.com</a>		920-370-0707	6/27/2022	3	May 2025
Bob Kidney		<a href="mailto:rikidney@sbcglobal.net">rikidney@sbcglobal.net</a>		920-621-1796	6/27/2022	2	May 2024
Tom Heffernan		<a href="mailto:theff827@yahoo.com">theff827@yahoo.com</a>		920-336-5527	6/27/2022	2	May 2024





## Agenda Item Review

Meeting Date: 4/24/2023

Agenda Item#: 11

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzol, Town Administrator  
**AGENDA ITEM:** **Consideration of Proposal to Update Quarry Park Scoreboard Graphics**

### FISCAL IMPACT:

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

### **Item History**

Much of the Quarry Park baseball infrastructure was donated to the Town when installed originally. The logos and font on the scoreboards has faded significantly over the last decade.

The scoreboards include sponsor graphics for VOS Electric and Best Built, who contributed towards the scoreboards and the Town project, and those logos are faded significantly. Town staff solicited quote from the original fabricator (Creative Sign) for a refresh of the graphics on the baseball scoreboards.

Comparison photo of existing scoreboard graphics is attached on spec sheet from Creative Sign.

### **Recommended Action:**

Recommend approval of proposal from Creative Sign for Quarry Park Baseball Scoreboard graphics update in the estimated amount of \$4,350 (total for both scoreboards)



505 LAWRENCE DR, DE PERE, WI 54115  
920.336.8900 CREATIVESIGNCOMPANY.COM

CLIENT: DE PERE BASEBALL

LOCATION: QUARRY PARK DR, DE PERE, WI 54115  
DRAWN BY: AMANDA S  
SALESPERSON: KATHY T  
DATE: 4/12/23  
DESIGN #: D21945  
PAGE: 1

REVISION LOG:

INTL	DATE	DESCRIPTION
---	00/00/0000	DESCRIPTION

SCOREBOARD ALTERATIONS

QUANTITY: 1 EXISTING S/F SCOREBOARD

NEW TOP PANEL: 3MM WHITE ACM

GRAPHICS: DIGITAL PRINT OR CUT VINYL

SURFACE: 1ST SURFACE

MOUNTING: FLUSH TO EXISTING PANEL

NEW GRAPHICS: DIGITAL PRINT

VINYL: PREMIUM VINYL WITH GLOSS LAM

SURFACE: 1ST SURFACE

FONT: BEBAS NEUE

INSTRUCTION: PRODUCE & INSTALL NEW TOP PANEL OVER EXISTING.  
REMOVE EXISTING GRAPHICS AS INDICATED. PRODUCE & INSTALL NEW GRAPHICS AS SHOWN.

COLORS:

- ☐ C-1 WHITE  
☐ C-2 BLACK  
☒ C-3 OR V-3 GREEN (NEED COLOR MATCH OF EXISTING)

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

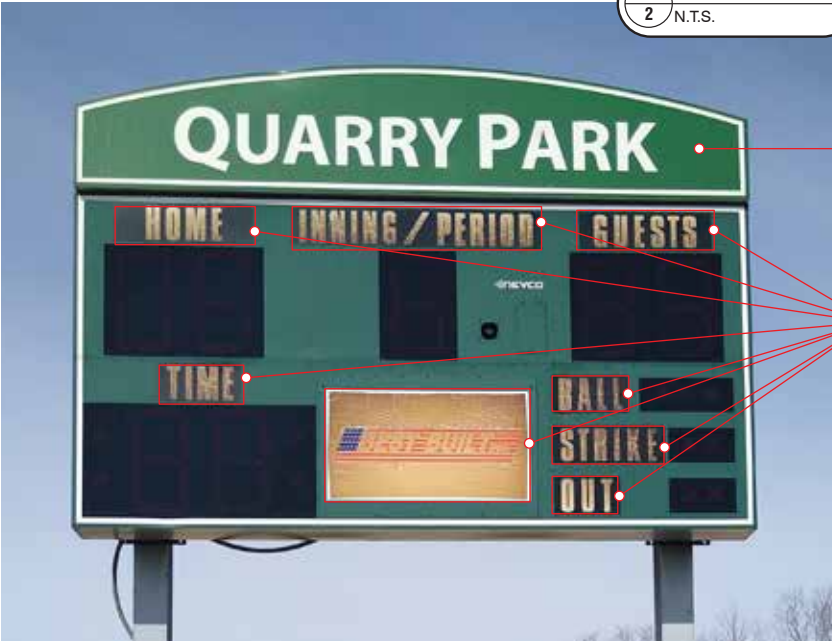
SIGNATURE

DATE

A LOCATION VIEW (AFTER)  
1 SCALE: 3/8" = 1'



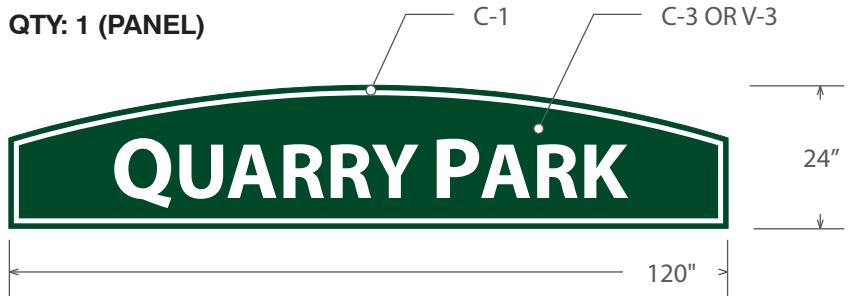
A EXISTING VIEW  
2 N.T.S.



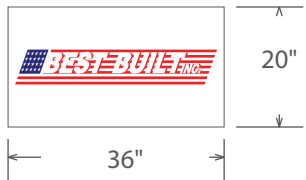
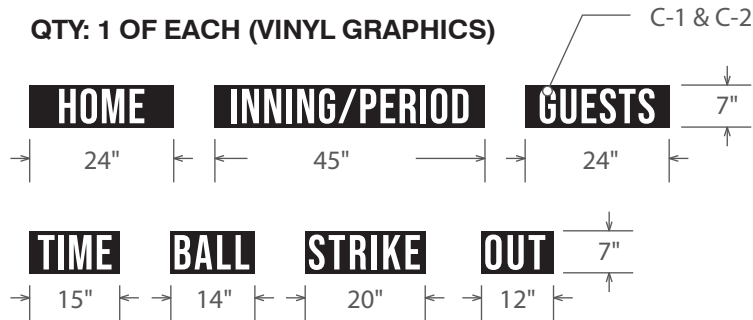
MOUNT NEW PANEL OVER EXISTING TOP PANEL

REMOVE (8) EXISTING GRAPHICS & INSTALL NEW

QTY: 1 (PANEL)



QTY: 1 OF EACH (VINYL GRAPHICS)



A DETAIL VIEW  
3 SCALE: 3/8" = 1'

THIS DRAWING IS THE PROPERTY OF CREATIVE SIGN CO, INC.

This is an original, unpublished drawing by Creative Sign Co, Inc. It is for your personal use, in conjunction with a project being planned for you by Creative Sign Co, Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the expressed written permission of Creative Sign Co, Inc., is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign.  
CONTACT YOUR SIGN CONSULTANT TO PURCHASE THE RIGHTS TO THIS DESIGN.

CONCEPTUAL DRAWING ONLY

All sizes and dimensions are illustrated for client conception of the project and are not to be understood as being exact size or exact scale. Renderings, including lighting effects, opacities, and coloration, are an approximation.

CUSTOMER RESPONSIBILITIES

Please review all drawing details closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make all efforts to correct any obvious spelling or grammatical errors, the customer is responsible for confirming that the above copy, including names and titles, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

PNL-1: LOC-1  
OPTION A



## Cindy Kocken

---

**From:** Colin Wagner  
**Sent:** Wednesday, April 19, 2023 7:02 AM  
**To:** Patrick Wetzel; Cindy Kocken  
**Cc:** Kurt Minten  
**Subject:** FW: Quarry Park Scoreboard  
**Attachments:** D21945\_DePereBaseball\_p1\_041223.pdf

Pat and Cindy,  
We are looking at replacing the graphics on both scoreboards at quarry park.

---

**From:** Kathy Tiesling <kathy@creativesigncompany.com>  
**Sent:** Thursday, April 13, 2023 1:20 PM  
**To:** Colin Wagner <colinw@lawrencewi.gov>  
**Cc:** Kurt Minten <kurtm@lawrencewi.gov>  
**Subject:** RE: Quarry Park Scoreboard

Hi Collin

The total to do both scoreboards would be \$4350.00.



*Thank you!*

*Kathy*

**"Due to record volume, Creative Sign is experiencing delays."**

Kathy Tiesling | Sign Consultant | cell 920.676.5773 | office 920.336.8900 | [kathy@creativesigncompany.com](mailto:kathy@creativesigncompany.com)



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---

**From:** Colin Wagner <[colinw@lawrencewi.gov](mailto:colinw@lawrencewi.gov)>  
**Sent:** Thursday, April 13, 2023 10:30 AM  
**To:** Kathy Tiesling <[kathy@creativesigncompany.com](mailto:kathy@creativesigncompany.com)>  
**Cc:** Kurt Minten <[kurtm@lawrencewi.gov](mailto:kurtm@lawrencewi.gov)>  
**Subject:** RE: Quarry Park Scoreboard

Warning: This email originated from outside of your organization

Good Moring Kathy,

Would you be able the give me an updated price to include doing the other scoreboard at the park. It is identical to this one just with the other sponsor logo. We will be taking it to the town board for approval on the 24<sup>th</sup>.

Thanks

**Colin Wagner**  
**Public Works Maintenance Operator**

*Town of Lawrence, WI*  
[2400 Shady Court](#)  
[De Pere, WI 54115](#)

Cell: [\(920\) 615-0611](tel:9206150611)  
[ColinW@lawrencewi.gov](mailto:ColinW@lawrencewi.gov)

---

**From:** Kathy Tiesling <[kathy@creativesigncompany.com](mailto:kathy@creativesigncompany.com)>  
**Sent:** Wednesday, April 12, 2023 10:37 AM  
**To:** Colin Wagner <[colinw@lawrencewi.gov](mailto:colinw@lawrencewi.gov)>  
**Subject:** Quarry Park Scoreboard

Hi Collin

Attached is the proof for the south scoreboard face at Quarry Park. Cost is below. Let me know if you have any questions.

Remove Existing Graphics and adhesive: \$450.00.  
New ACM Panel and Individual Graphics: \$985.00  
Installation of New Panel and Graphics: \$740.00  
**Total: \$2175.00**



*Thank you!*

*Kathy*

**"Due to record volume, Creative Sign is experiencing delays."**

Kathy Tiesling | Sign Consultant | cell 920.676.5773 | office 920.336.8900 | [kathy@creativesigncompany.com](mailto:kathy@creativesigncompany.com)



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## Agenda Item Review

Meeting Date: 4/10/2023

Agenda Item#: 12

## 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:** **Consideration of Part-Time Seasonal Positions and Pay Rate for PW/Parks**

### **FISCAL IMPACT:**

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

### **Item History**

Historically, the Town has employed part-time seasonal workers in the summer season to assist in cutting grass in parks, ponds, public green spaces and cemeteries.

We've utilized college aged workers as well as retirement age workers to fill the staff.

We anticipate that we will be down one 40 hour-per-week college aged employee, and have lost about 10-20 hours per week in cemetery/park grass cutting due to Ron's passing. Our pay rate last year was approximately \$15-\$17 per hour for this work.

This year, we are aiming at hiring three part-time employees with all aiming at about 8-15 hours per week of work for grass cutting, park/cemetery maintenance, and similar tasks.

We believe this is a good strategy for seasonal staffing this year to assist with vacations or unforeseen staffing needs and projects.

We are also recommending that for these new seasonal employees that we increase the rate of pay to \$19-\$20 for this work in 2023.

### **Recommended Action:**

Recommend approval of hiring three part-time seasonal employees at pay rates of \$19 to \$20 per hour.



## Agenda Item Review

Meeting Date: 4/24/2023

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:** **Consideration of Development Agreement – ROC Building Solutions – Parcel L-161-1**

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, special assessment/cost agreement
2. Is it Currently Budgeted? Yes

### **Item History**

As part of the Nutmeg Drive extension project, a development agreement is proposed for Derouin Estates subdivision with ROC Building Solutions, LLC.

The Town has bid out the construction work and has been requested to finance the design/construction of the subdivision as we've done for many other subdivision projects in the past. Special assessments will be placed on each lot to recoup the Town's costs, including interest/admin fees to be charged.

With special assessments for water, sewer, roads, etc., the cost is estimated to be \$39,504.74 per lot, to be recouped over the 5 lots of the new subdivision. A 6<sup>th</sup> lot owned by Colin/Lindsay Wagner, and adjacent to the proposed new subdivision, will also be special assessed pursuant to a special assessment agreement to be considered at this meeting.

As the Town currently owns Parcel L-161-1, a sale of this property to the developer is part of the terms of the development agreement.

Electric and Natural gas have been applied for to WPS in order to gather estimated costs. It is likely that it would make sense for the Town to contract for this installation and include costs in the assessment formula for these lots and the Wagner lot, in addition to the Town infrastructure project costs.

The infrastructure project will be constructed this spring and summer, with the first homes scheduled to start construction in or around August of this year in this subdivision.

### **Recommended Action:**

Recommend approval of development agreement with ROC Building Solutions LLC for Derouin Estates Subdivision.

# Development Agreement

This Development Agreement is made this \_\_\_\_ day of April, 2023, between ROC Building Solutions, LLC ("Developer") and the TOWN OF LAWRENCE, a municipal government of the State of Wisconsin, located in Brown County (the "Town").

## RECITALS

A. Developer intends to purchase Parcel L-161-1 from the Town, approximately 5.779 acres, located in the Town, described in Exhibit "A" attached hereto, to be known as Derouin Estates subdivision (the "Property"). The purchase price is tentatively agreed to be \$30,000 per acre. If the preliminary plat for the Property has been approved, a copy of the preliminary plat shall be attached as Exhibit A, which shall serve to satisfy the requirement for a description of the Property.

B. Developer desires to subdivide and develop the Property for purposes of including single family residential dwellings according to the layout that has been approved by the Town (the "Project").

C. The Property is presently zoned or is planned to be zoned as R-1 Residential District, which permits the above development.

D. The Town's Chapter 267 Subdivision of Land Ordinance and the Town's Standard Specification Manual govern the development of the Property.

E. Developer has requested the Town provide financing for and construct the Improvements and perform the other tasks relating to the construction of the Improvements as described on the attached Exhibit B (the "Work").

F. The Town is willing to do the Work as requested according to the terms and conditions of this Agreement.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### **Section 1. Incorporation of Proceedings, Exhibits, and Recitals.**

All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the Town with respect to the Project, including but not limited to all adopted or approved plans or specifications on file with the Town, along with all of the Recitals set forth above, shall be incorporated into this Agreement and upon attachment and consent by amendment if necessary or not attached at the time of execution of this Agreement.

### **Section II. Plat.**

If the preliminary plat has not been approved as of the date of this Agreement, then, no later than 30 days from the date of this Agreement, the Developer shall present a preliminary plat to the Town for approval by the Planning & Zoning committee and Town Board. After the preliminary plat has been approved, the Developer shall submit to the Planning & Zoning committee and Town Board the final plat for approval no later than two years after the preliminary plat has been



approved or such earlier time as the Town may direct. The Planning & Zoning committee and Town Board may approve, deny or condition approval on changes to the preliminary and final plats. Without limitation, the final plat shall contain or be subject to restrictive covenants satisfactory to the Town and for the benefit of and enforceable by the Town.

### **Section III. Plans and Specifications/Permits.**

The Town has engaged an engineer to produce engineering drawings of various types and plans and specifications for the location and construction of the Improvements (the “Plans and Specifications”), the cost of which is included in the Cost of Work. The Town shall procure all permits and licenses and pay all charges and fees and give notices as it deems necessary and incident to the lawful prosecution of the Work. The Plans are those plans dated March 14, 2023, prepared by McMahon Engineers/Architects and identified as Project No. MCM #L0017-09-22-00688. The specifications are the Town’s Standard Specifications for sanitary sewer, water main, storm sewer and street construction.

### **Section IV. The Work.**

A. The Improvements. The Town shall cause to be designed and installed or cause to be installed the improvements described on the attached Exhibit B (the “Improvements”) all of which will be in accordance with the Town’s Standard Specifications Manual for sanitary sewer, water main, storm sewer and street construction. Phase I of the construction of the Improvements shall include all of the Improvements except the final layer of asphalt on the roads and streets. Phase II shall include the installation of the final layer of asphalt on the roads and streets. Unless sooner terminated because of an Event of Default by Developer, adverse weather conditions or a Force Majeure Event, Phase I may commence any day after the day the preliminary plat has been approved and this Agreement has been duly executed and delivered by all parties hereto, and shall terminate on the earlier of the date the Improvements, other than the installation of the final layer of the asphalt on the roads and streets, are completed and accepted by the Town; and Phase II shall commence at the Town’s discretion a reasonable amount of time after Phase I is completed.

B. Miscellaneous Services. In addition to the Improvements, the Town shall cause to be performed or shall perform the tasks in relation to construction of the Improvements as set forth on the attached Exhibit B (the “Miscellaneous Services”).

C. Standards and Procedures for the Work. The Town shall hire contractors to perform the Improvements as well as other professionals and independent contractors in relation to the Work to be done in constructing the Improvements. Every contractor hired by the Town shall be licensed and qualified to perform that part of the Work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section IX below. All such contractors shall use materials and perform the Work in accordance with the Plans and Specifications, including those standard specifications adopted by the Town Board or its commissions and published prior to the date of this Agreement.

D. Security for Performance of Work by Contractors. The Town may require security for performance of the Work by its hired contractors in the form of a performance bond. If the Town will require such a bond, it will notify Developer, but, in any case, the cost of the performance bond shall be the responsibility of Developer as part of the Cost of Work.

E. Lien Waivers/Claims. At its discretion, the Town shall obtain partial and full lien waivers, as appropriate, from contractors that provide labor or materials or services for which a lien may be asserted; provided, however, the Town may withhold payment of any charge for labor or

materials relating to the Work and any lien filed in relation to the same, to the extent such charges are subject to a good faith dispute and the Town diligently defends and makes a good faith effort to resolve such disputes.

## **Section V. Dedication.**

Subject to all of the other provisions of this Agreement and the exhibits attached to this Agreement, without charge to the Town, promptly after the completion of Phase II, the Developer shall unconditionally grant, convey and fully dedicate the Improvements to the Town, its successors and assigns, forever, free and clear of all encumbrances whatsoever, including without limitation because of enumeration, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments that may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access, maintenance and repair thereto. After such dedication, the Town shall have the right to connect or integrate other sewer or water facilities provided hereunder as the Town decides, with no payment or award to, or consent required of, the Developer. Dedication shall not constitute acceptance of any improvement by the Town. All improvements will be accepted by the Town by separate resolution at such time the Improvements are in acceptable form according to Town specifications.

## **Section VI. Total Costs.**

A. Cost of Work. The cost of the Work (the “Cost of Work”) as estimated by the Town is set forth on the attached Exhibit C and includes the costs of the Improvement and the costs of the Miscellaneous Services as set forth therein. The actual Cost of Work shall be determined only upon completion of the Work. The Town shall advise Developer of all change orders within a reasonable time after the same have been entered into; provided, however, that the Town shall notify Developer before the Town agrees to any change order that would have the effect by itself or in combination with prior change orders that have not been previously approved by the Town, of increasing the Cost of Work by 5.0% of the then approved total Cost of Work. All change orders shall be in writing and signed by the contractor that requesting the change order. In any case, Developer is responsible to pay the costs of all change orders.

B. Financing and Administrative Costs. In addition to the Cost of Work set forth in Section VI.A. above, Developer shall pay the costs incurred by the Town to finance the Town’s payment of the Cost of Work (the “Financing Costs”), plus an administrative fee of 0.5% added to the interest rate for the amount financed to pay the Cost of Work (the “Administrative Costs”), which shall be payable in the same manner as payment for the Work.

C. Collection Costs. In addition to the Cost of Work, Developer shall also pay all monetary advances, costs, and expenses associated with the Assessments, plus all costs and reasonable attorney’s fees associated with enforcement of this Agreement, whether the same are incurred before, during or after the commencement of legal proceedings or entry of judgment (“Collection Costs”).

D. Third-Party Litigation Costs. In addition to the Cost of Work, Developer shall pay all costs, including actual attorney fees, incurred by the Town in defending against lien claims, contractor disputes or any other dispute involving or claimed to arise in relation to the Work (“Third-Party Litigation Costs”), but only to the extent such disputes do not result in a court decision that is more favorable to the lien claimant than to the Town. All Third-Party Litigation Costs pertaining to disputes that are paid in settlement before a formal, legal determination of liability shall be the responsibility of Developer.

E. Total Costs. The Third-Party Litigation Costs, Cost of Work, Financing Costs, Administrative Costs and Collection Costs are together referred to in this Agreement as the “Total Costs.”

## **Section VII. Assessments.**

A. Special Assessments. When the Improvements have been completed, the Town, in its sole discretion, may levy special assessments against all of the lots within the Property (“Assessments,” and each, an “Assessment”). The Assessment may include the Total Costs or any part thereof, prorated against each lot within the Property according to the Town’s method of assessment. Assessments may be amended to increase or reduce the amount of the Assessments. No failure to levy an Assessment shall constitute a waiver of the Town’s right, upon and as a condition of the transfer of a lot, to be paid the amount of the Assessment and to refuse to cooperate in regard to the transfer of a lot until the Town has received adequate assurance of payment of the Assessment. As used in this Agreement, “Assessments” also refers to the amount the Town could assess against lots within the Property, notwithstanding the fact an assessment has not be levied, and “payment of an Assessment” refers to payment of such sum even though no assessment has been levied. The methodology for assessment is included on Exhibit C.

B. Special Assessment Letters. The Town may include in any letter requesting the status of real estate taxes and special assessments reference to this Agreement, the obligation of Developer to pay the Assessment for the lot(s) in question at closing, and, if an Assessment has not then been levied against the lot(s) in question, the right of the Town to levy an Assessment after closing if the Town is not paid in full according to this Agreement.

C. Release of the Lots From Assessments. Upon full payment of an Assessment the Town shall release the lien of the Assessment against the lot.

D. Waiver of Statutory Proceedings. Developer waives any right Developer may have under state or local laws to notice, hearings, and other procedures as prerequisites to imposition of the Assessments and/or special charges for the Improvements benefiting the Property.

E. Acknowledgement of Special Benefits. Developer acknowledges the Property has been specially benefited by the Public Improvements in all respects necessary under Wisconsin law to justify the imposition and allocation of the Assessments.

F. Acknowledgement of Reasonable Basis for Assessment and Charges. The method of determining the assessment allocation is reasonable for purposes of imposing special assessments and charges, and shall not be challenged by Developer.

G. Deferral of Assessments. Payment of the assessments shall be deferred up to five (5) years from substantial completion of the improvements, together with interest at the rate of 5% (or, if different, the rate at which the Town has borrowed necessary funds through the State of Wisconsin Board of Commissioners of Public Lands – State Trust Fund loan) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Improvements are determined to be substantially complete. The Town will provide notice to Developer of the substantial completion date.

Payment of deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of any of the following, whichever comes first:

1. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by Town and prior to a final determination of the total assessment costs,

shall have the assessment amount determined based upon the construction costs of the awarded contract as outlined in Exhibit C.

2. Upon payment by Developer of the outstanding balance of the costs of the Public Improvements.
3. Upon the expiration of five (5) years from the date of substantial completion of the Public Improvements.
4. There shall be no prepayment penalty for paying all costs of the Public Improvements before the end of the five (5) year deferral period.

H. Waiver of Appeals and Challenges. Developer waives all right or recourse Developer may have pursuant to Wis. Stat. § 66.0701, § 66.0703, § 66.0207 or relevant Town ordinances, to appeal or otherwise challenge the propriety, procedure, methodology, or amount of the Assessments and charges contemplated or agreed to in this Agreement, Developer having been placed in the same position as if Developer had been fully and adequately given notice of the procedures and had opportunity to be heard pertaining to the Assessments.

## **Section VIII. Payment.**

A. Deadlines and Amounts of Payments. Developer shall pay the Town for Total Costs billed no later than ten (10) days after the Town sends an invoice for such costs. The term "Total Costs" shall not be construed to require the Town to wait until all Total Costs have been incurred before billing Developer for any part of the Total Costs.

B. Direct Obligation of Developer. Developer is directly liable to make payment for the Costs and all other sums owed to the Town under this Agreement.

C. Relationship of Payment to Issuance of Building Permits. The Town shall not be obligated to issue any building permit for improvement of a lot if, as to Developer, Developer has failed to abide by any of the provisions of this Agreement and, as to any other lot owner, if the Assessment pertaining to the lot to be improved by such owner has not been paid in full.

## **Section IX. Legal Requirements & Public Responsibility.**

A. Laws To Be Observed: The Town and Developer each shall at all times observe and comply with all federal, state and local laws, regulations and ordinances affecting the conduct of the work to be accomplished under this Agreement.

B. Public Protection & Safety: The Town and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise.

C. Compliance with Environmental Laws. In all respects, except as to Work for which the Town is responsible under this Agreement, Developer shall ensure the Property is and shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the Improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the Town with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

D. Nondiscrimination. In the performance of work under this Agreement, the Town shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the Improvements shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Town to comply with this Section X.D. shall be borne by Developer.

## **Section X. Insurance.**

A. Insurance Required of Developer. Before the Town commences the Work, Developer shall deliver to the Town certificates of insurance, copies of endorsements, and other evidence of insurance reasonably requested by the Town, for the following coverage:

1. Comprehensive General Liability Insurance. This coverage shall be written on a commercial general liability form, and shall protect Developer from claims or damages for personal injury, including accidental death, as well as claims for property damages that may arise from operation under this Agreement, whether such operations be by Developer, any contractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the Town. The amounts of such insurance shall be not less than 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.

B. Insurance Required of Contractors. Before the Town allows any contractor to perform any of the Work, the Town may require each such contractor to deliver to the Town certificates of insurance, copies of endorsements, and other evidence of insurance reasonably requested by the Town in the types and amounts of coverage listed below, which shall be maintained for as long as any contractor is performing or is scheduled to be performing any of the Work:

1. Workers Compensation and Related Coverage. This coverage shall protect such contractor from worker compensation claims as required by state and federal workers compensation laws. The amounts of employer's

liability coverage shall be in not less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

2. Comprehensive General Liability Insurance. This coverage shall be written on a commercial general liability form, and shall protect such contractor from claims or damages for personal injury, including accidental death, as well as claims for property damages that may arise from operations under this Agreement, whether such operations be by such contractor, any of its subcontractors, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the Town. The amounts of such insurance shall be not less than 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.
3. Comprehensive Automobile Liability and Property Damage. This Coverage shall protect such contractor and any of its subcontractors during the performance of Work from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

C. General Policy Requirements. Each policy of insurance required of Developer or a contractor under this Agreement shall be written by responsible insurance companies licensed to do business in the State of Wisconsin, rated A-/VII or better in the most recent edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is no longer published), shall name the Town as an additional insured, including, as to general liability coverage, a completed operations endorsement in Form CG 20 37 07 04 or such similar form then generally in use, shall provide a minimum of 30 day notice to the Town of the intent of the insurer to cancel, limit or reduce any coverage provided, and, if possible, shall waive the right of subrogation. Developer and each contractor shall deliver to the Town certificates of insurance demonstrating full compliance with the requirements of this Section X.B, before any Work is commenced by any such contractor.

## **Section XI. Indemnification.**

A. General Indemnification Obligation. Developer shall indemnify, defend and hold harmless the Town, its officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Developer of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

B. Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the Town, its agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering,

and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property in violation of this Agreement; or (b) arising from the breach of any warranty, covenant or representation of Developer to the Town or any other obligation of Developer to the Town regarding Hazardous Materials under this Agreement.

C. No Limitation on Indemnity. In any and all claims against the Town, its officers, agents and employees, by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

D. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the Town, which notice shall be given by the Town within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the Town unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the Town may participate in or defend or prosecute, through its own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the Town is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Town, as appropriate, in conducting the defense of such action or that there are legal defenses available to the Town different from or in addition to those available to Developer, then counsel for the Town, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Town. Developer shall not enter into any compromise or settlement without the prior written consent of the Town, as appropriate, which consent shall not be unreasonably withheld, conditioned or delayed. The absence of a complete and general release of all claims against the Town shall be reasonable grounds for the Town to refuse to provide written consent to a compromise or settlement. The Town shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and making employees and other personnel available on a mutually convenient basis to provide such information as the Town may have regarding the matter in issue and an explanation of any material provided or made available. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the Town for the reasonable fees and expenses of counsel(s) retained by the Town, and shall be bound by the results obtained by the Town; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

## **Section XII. REPRESENTATIONS, WARRANTIES AND COVENANTS**

Developer represents and warrants to the Town as follows:

A. No Material Change in Documents All contract documents and agreements pertaining to the Project and executed by Developer have been furnished to Town, are true and correct in all material respects, and have not been modified in any material way.

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will conform in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the Town pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

E. Licenses and Permits. Developer has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

F. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary action by Developer and constitute valid and binding, joint and several obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

G. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

H. No Litigation. There is no litigation or proceeding pending or threatened against or, to the knowledge of Developer, affecting Developer or the Property that would materially and adversely affect the Project, the Property, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

I. No Default. No Event of Default, or event that with the giving of notice or lapse of time or both would result in the occurrence of an Event of Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

J. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the Town; provided, however, the Town shall have the obligation for the Work to comply with such laws, rules, regulation and ordinances. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

K. Fees or Commissions. The Town shall not be liable for any broker fees or commissions incurred by Developer in connection with the Project or any transactions contemplated by this Agreement.



### **Section XIII. Default.**

**Events of Default.** Each of the following shall be an Event of Default by Developer:

- A. Failure to Make Payment. Developer fails to make any payment required and such payment continues for a period of ten (10) days from and after the date of receipt of written notice of the same; provided, a good faith dispute or a challenge of real property taxes in accordance with the prescribed process shall not be a default under this Section XIII;
- B. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of written notice from the Town; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the Town, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days (a total of 90 days) to cure; and further provided, that, the foregoing notwithstanding, if the fail to perform involves a failure to keep in force the required insurance coverage, Developer shall have a period of three (3) business days from the earlier of the date Developer becomes aware of such failure and the date the Town gives notice of such failure to cure such failure.
- C. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- D. Fraud and Other Illicit Behavior. Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the Town would threaten the reputation of Developer or Developer's ability to complete the Project according to the requirements of this Agreement or as anticipated;
- E. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- F. Death. Any person included as Developer in this Agreement dies.

### **Section XIV. Remedies Upon Default.**

- A. Available Remedies. In the event of the occurrence of an Event of Default, the Town may in its discretion:
  - 1. Termination. Terminate this Agreement by written notice to Developer;
  - 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the Town to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the Town resulting from Developer's breach;
  - 3. Specific Performance. Sue for specific performance;
  - 4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Assess. Assess the Property for the Total Costs;
6. Complete Project. Exercise its rights under any of the Assignments of Contract, or hire other contractors, and complete the Work and charge Developer and the Property all costs incurred by the Town in relation to the same;
7. Foreclosure. Foreclose to collect the outstanding Assessments.
8. Other Remedies. Pursue any other remedies available to the Town at law or in equity;
9. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
10. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the Town by virtue of the Event of Default.

B. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the Town of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by Developer.

C. No Waiver. No delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted to the Town in this Agreement shall operate as a waiver of such rights to, or deprive the Town of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

## **Section XV. Miscellaneous**

A. No Personal Interest or Liability of Public Employee. No official or employee of the Town shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the Town shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the Town, or for any amount that becomes due to the Developer or its successors under this Agreement.

B. Relationship of Parties. The Town and Developer are not partners or joint venturers with Developer in the Project or otherwise. The Town's agreement to enter into contracts for the Work notwithstanding, under no circumstances shall the Town be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

C. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated (each, a "Force Majeure Event"), and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure Event may not be used to avoid an



K. Recording of Agreement. The Town may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the Town, Developer shall execute and deliver to the Town any such Memorandum or any other document in connection with such recording.

L. Agreement Runs with the Land. When recorded, this Agreement shall run with the land and be binding on the Property irrespective of its ownership.

M. Assignment. This Agreement may not be assigned by Developer without the prior, written consent of the Town, which the Town may withhold in its sole discretion. Without waiving the foregoing, this Agreement is binding on the parties' respective successors and assigns, heirs, beneficiaries, administrators, trustees and representatives.

N. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property. This Agreement shall have precedence and shall take priority over any other mortgage and refinancing of the same, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).

O. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

P. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

Q. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

**(Signature Page for the Developer Follows)**



IN WITNESS WHEREOF, the Town has caused this Agreement to be executed effective the day and year written in the introductory paragraph to this Agreement.

**TOWN OF LAWRENCE**

BY: \_\_\_\_\_  
Lanny Tibaldo, Town Board Chairman

BY: \_\_\_\_\_  
Cindy Kocken, Town Clerk

**STATE OF WISCONSIN)**  
**) S.S.**  
**COUNTY OF BROWN )**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named Lanny Tibaldo, the Board Chairman of the Town of Lawrence, to me known to be the Board Chairman of that town and the person who executed the foregoing instrument as the Board Chairman of that town.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, Brown County, WI  
My commission expires \_\_\_\_\_

**STATE OF WISCONSIN)**  
**) S.S.**  
**COUNTY OF BROWN )**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above named Cindy Kocken, the Town Clerk of the Town of Lawrence, to me known to be the Town Clerk of that town and the person who executed the foregoing instrument as the Town Clerk of that town.

\_\_\_\_\_  
\*  
\_\_\_\_\_  
Notary Public, Brown County, WI  
My commission expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION (OR PRELIMINARY PLAT) OF PROPERTY**

## **EXHIBIT B THE WORK**

### **A.     The Improvements.**

All in accordance with the approved Plat and the Plans and Specifications, the Town will complete the improvements below:

#### **A.     Roads and Streets.**

1.     Furnish, construct, grade and surface all roads and streets.
  - a.    Phase I: Gravel Grade, Curb & Gutter and Lower Layer Asphalt by: July 1, 2023.
  - b.    Phase II: Upper Layer Asphalt (completion within two years after July 1, 2025, or upon occupancy granted for 80% of lots). Upper layer asphalt to be completed by Town and paid by the Developer.
  - c.    Date adjustments may be allowed by mutual agreement of the two parties for circumstances not controlled by the Town such as weather.

#### **B.     Curb and Gutter.**

1.     Furnish, construct and install curb and gutter.
2.     Backfill all curbs shall be to the height of the curb.
3.     Install topsoil and seeding from curb to lot line.

#### **C.     Sanitary Sewer.**

1.     Furnish, construct, install, and provide a complete sewerage system throughout the Property.
2.     Install into each lot separate sanitary sewer laterals ten (10) feet beyond the property line of each lot.
3.     Construct the sanitary sewer system in compliance with DNR requirements and Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the sewer system.

#### **D.     Water.**

1.     Furnish, construct, install, and provide a complete water distribution system throughout the Property.
2.     Install into each lot a separate water lateral ten (10) feet beyond the property line of each lot.
2.     Construct the water distribution system in compliance with DNR requirements and Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the water distribution system.



E. Surface Water Drainage.

1. Cause to be prepared a master drainage plan.
2. Furnish, construct, install and provide facilities for storm and surface water drainage throughout the Property, in accordance with the Town-wide stormwater management plan.
3. Install separate storm sewer laterals into each lot ten (10) feet beyond the property line of each lot.
4. Construct the storm and surface water drainage facilities in compliance with Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the storm and surface water drainage facilities.
5. Construct storm water management devices as necessary to comply with Town requirements for water quality and peak flow control.

F. Drainage Swales and Ditches

Complete rough grading, finish grading, top soil and seeding along all primary drainage swales and ditches in the Property.

G. Landscaping Restoration.

1. Preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying in public roadways, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices.
2. Remove and dispose of all destroyed trees, brush, tree trunks, shrubs, other natural growth and all rubbish.
3. Properly restore all disturbed areas in accordance with the Town's standard specifications and the erosion control plan.
4. Provide a growth of grass and warranty for washouts.
5. Provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer.

H. Sidewalks.

- a. No sidewalks are to be included on this project.

I.. Streetlights.

- a. Furnish and install one (1) street lights with fiberglass pole at the following locations and/or intersections on the Property: end of cul de sac between Lots 1 and 2.

B. Miscellaneous Services.

- a. In preparation for or in conjunction with construction of the Improvements, the Town will:
1. Survey Monuments. Properly place and install all survey or other monuments required by statute and ordinance.
  2. Drainage Plan. Determine the finished grade at each lot corner and the recommended finished grade (assumed 4-inch below top of foundation).
  3. Compliance with Ordinances and Statutes. Comply with the requirements and provisions of all applicable Town ordinances and state statutes.
  4. Locates for Laterals or other Improvements. If locates are necessary for any reason prior to final acceptance, provide the field locates of utilities (such as laterals).
  5. Record Drawings. Cause to be prepared two copies of record drawings, including drawings in Auto/CAD digital format, of the sanitary sewer, water main and storm sewer improvements showing location of all the appurtenances and features of the systems as required by the standard specifications.
  6. Engineering Services. Provide On-Site Representative Services provided by the Town's Engineers as deemed necessary and appropriate by the Town in consultation with the Developer.

**EXHIBIT C**  
**COSTS AND ASSESSMENT METHODOLOGY**

**EXHIBIT D**  
**PLANS AND SPECIFICATIONS**







**EXHIBIT - COSTS AND ASSESSMENT METHODOLOGY**  
**NUTMEG DRIVE STREET AND UTILITY CONSTRUCTION PROJECT**  
**DEROUIN ESTATES SUBDIVISION (Parcel L-161-1) and C&L WAGNER LOT (Parcel L-161-1-1)**

Advance Construction Inc. Base Bid					
Line Item	Item Description	UofM	Quantity	Unit Price	Extension
1	8 Inch Sanitary Sewer	L.F.	328	\$52.50	\$17,220.00
2	4 Inch Sanitary Lateral	L.F.	365	\$30.00	\$10,950.00
3	4 Foot Diameter Sanitary Manhole	V.F.	11.04	\$419.00	\$4,625.76
4	8 Inch Water Main	L.F.	350	\$62.00	\$21,700.00
5	6 Inch Water Main	L.F.	5	\$42.00	\$210.00
6	6 Inch Resilient Wedge Gate Valve	Ea.	1	\$1,837.00	\$1,837.00
7	Relocate Hydrant Reducer and Lead	Ea.	1	\$1,500.00	\$1,500.00
8	2 Inch Poly Water Service	L.F.	65	\$23.50	\$1,527.50
9	1 Inch Poly Water Service	L.F.	303	\$17.00	\$5,151.00
10	2 Inch Water Service Set	Ea.	1	\$1,470.00	\$1,470.00
11	1 Inch Water Service Set	Ea.	5	\$729.00	\$3,645.00
12	18 Inch Storm Sewer	L.F.	222	\$60.00	\$13,320.00
13	15 Inch Storm Sewer	L.F.	134	\$35.00	\$4,690.00
14	12 Inch Storm Sewer	L.F.	50	\$32.00	\$1,600.00
15	8 Inch Storm Sewer	L.F.	5	\$41.00	\$205.00
16	4 Inch Storm Lateral	L.F.	277	\$23.00	\$6,371.00
17	Inlet	Ea.	2	\$2,600.00	\$5,200.00
18	Yard Drain	Ea.	1	\$2,263.00	\$2,263.00
19	Inlet Protection	Ea.	7	\$60.00	\$420.00
20	48 Inch Diameter Storm Manhole	V.F.	11.7	\$314.00	\$3,673.80
21	Roadway Excavation (Estimated 800 C.Y.)	L.S.	1	\$9,860.00	\$9,860.00
22	2 Inch Asphaltic Pavement, Lower Layer (4 LT 58-285)	TON	153	\$99.00	\$15,147.00
23	Asphaltic Pavement Density Testing	Ea.	2	\$155.00	\$310.00
24	Base Aggregate Dense, 1-1/4 Inch (1,700 S.Y.)	TON	557	\$17.05	\$9,496.85
25	Base Aggregate Dense, 3 Inch (1,700 S.Y.)	TON	836	\$15.80	\$13,208.80
26	Excavation Below Subgrade (EBS) and Replacement with Breaker Run	C.Y.	100	\$38.00	\$3,800.00
27	Concrete Curb and Gutter 30 Inch	L.F.	775	\$24.80	\$19,220.00
28	Silt Fence	L.F.	1600	\$1.50	\$2,400.00
29	Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) in Right-of-Way (Estimated 1,700 S.Y.)	L.S.	1	\$10,306.00	\$10,306.00
30	Grading and Restoration (12 Feet Beyond Right-of-Way) for Utility Easement (Estimated 1,150 S.Y.)	L.S.	1	\$2,442.00	\$2,442.00
31	Internal Lot Restoration with Alfalfa Mix (65 Feet Past Utility Easement)	Ac.	1.4	\$1,610.00	\$2,254.00
32	Pothole (Gas Locate)	Ea.	3	\$500.00	\$1,500.00

**Base Bid Total:** \$197,523.71

**Engineering & Contingency - 20%** \$39,504.74

**Total for Special Assessments** \$237,028.45

**Assessment Per Lot (6 lots)** \$39,504.74

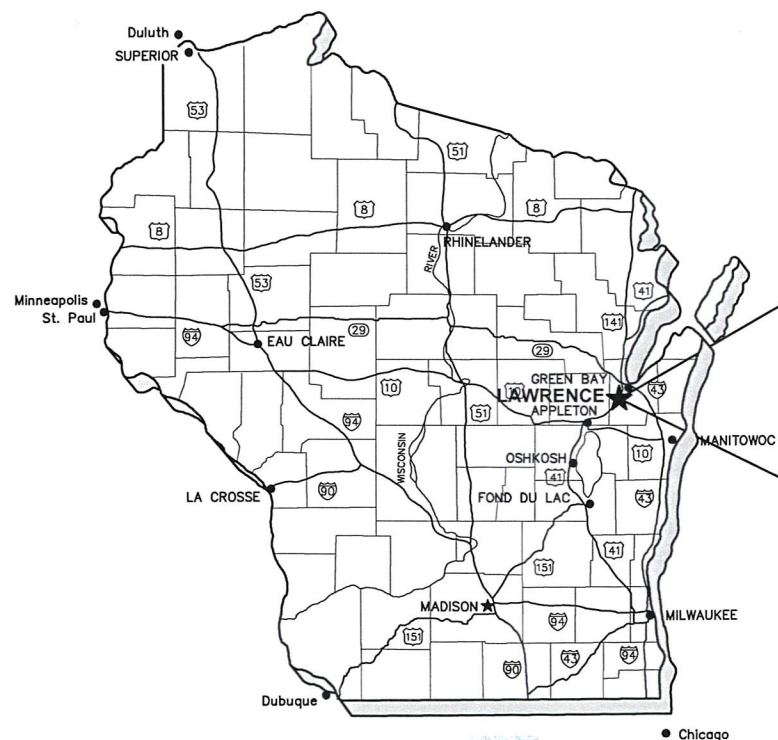
**Proposed Special Assessments**

Derouin Estates Subdivision \$197,523.71  
L-161-1 five lots

Colin & Lindsay Wagner Lot \$39,504.74  
L-161-1-1

# NUTMEG DRIVE STREET & UTILITY CONSTRUCTION TOWN OF LAWRENCE

BROWN COUNTY, WISCONSIN  
MCM # L0017-09-22-00688



PROJECT  
LOCATION



## CONTACT INFORMATION

ASAAB (TELEPHONE)  
PERSON  
WI 54301  
  
PUBLIC SERVICE (WPS)  
HENKELMANN (GAS/ELECTRIC)  
HLAND AV / P.O. BOX 19001  
WI 54307-9001

N (CABLE)  
INATION DRIVE  
WI 54915

KCREST DRIVE  
WI 54107  
7497  
if@tcenergy.com

## TOWN CONTACT

TOWN OF LAWRENCE  
KURT MINTEN  
2400 SHADY COURT  
DE PERE, WI 54115

## DESIGN CONTACT

McMAHON  
MATT GREELY  
1445 McMAHON DRIVE  
NEENAH, WI 54956  
(920) 751-4200  
mgreely@mcmgrp.com



Dial 811 or (800) 242-8511  
www.DiggersHotline.com



**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

## SHEET INDEX

- |       |                                |
|-------|--------------------------------|
| 01    | ABBREVIATIONS, SYMBOLS & NOTES |
| 02    | SURVEY CONTROL                 |
| 03    | DRAINAGE/EROSION CONTROL PLAN  |
| 04    | NUTMEG DRIVE                   |
| D1-D4 | MISCELLANEOUS DETAILS          |

DATE  
MARCH 2023

PROJECT NO.

L0017-09-22-00688



## Agenda Item Review

Meeting Date: 4/24/2023

Agenda Item#: 14

## TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

**REPORT TO:** Dr. Lanny Tibaldo, Town Board Chairman, Town Board  
**REPORT FROM:** Patrick Wetzel, Town Administrator  
**AGENDA ITEM:** **Consideration of Special Assessment Agreement – C&L Wagner – Parcel L-161-1-1**

### FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, special assessment agreement
2. Is it Currently Budgeted? Yes

### **Item History**

As part of the Nutmeg Drive extension project, and in concert with a development agreement proposed for Derouin Estates with ROC Building Solutions, the special assessments for water, sewer, roads, etc. are estimated to be \$39,504.74 per lot, to be recouped over 6 lots.

Colin & Lindsay Wagner own one of the lots adjacent to the proposed Derouin Estates and intend to build in the future and connect to Town utilities.

With the Nutmeg Drive construction project bid and awarded to Advance Construction, and a development agreement considered with ROC Building Solutions for 5 lots at \$39,504.74 each, an assessment agreement with the Wagners will allow for the Town to place the anticipated special assessment on their benefitting property.

The special assessment would defer in similar fashion to our recent special assessments in the Town where the property owner has not requested the services specifically and does not intend to connect immediately to Town water/sewer. We've deferred any special assessment up to 10 years without interest, or until such time as: 10 years passes, property connects to water/sewer or the property is sold. Any of these 3 items will trigger the special assessment to become due at that particular point in time.

Electric and Natural gas have been applied for to WPS in order to gather estimated costs. It is likely that it would make sense for the Town to contract for this installation and include costs in the assessment formula for this lot and the 5 Derouin Estates lots, in addition to the Town infrastructure project costs. This special assessment agreement is to address the Town construction project, with the electric/gas costs to be considered separately in future.

### **Recommended Action:**

Recommend approval of special assessment agreement with Colin & Lindsay Wagner for Parcel L-161-1-1.





2400 Shady Court  
De Pere, WI 54115

Phone: (920) 336-9131  
Fax: (920) 336-9193

April 24, 2023

In consideration of the construction by the Town of Lawrence, Brown County, Wisconsin, of the following proposed public improvement, described as:

*Nutmeg Drive Street & Utility Construction project, specifically along 225.81' of frontage on east boundary of Tax Parcel L-161-1-1.*

We, the undersigned, hereby acknowledge that this improvement will benefit our below-described property in the Town of Lawrence and consent to the levying of special assessments against our premises under sec. 66.0703, Wis. Stats. for the proposed share of total costs of this improvement.

In accordance with sec. 66.0703(7)(b), Wis. Stats., we hereby waive all special assessment notices and hearings required by sec. 66.0703, Wis. Stats., and we further agree and acknowledge that the benefit to our property from the construction of this improvement is as follows:

PARCEL ID	OWNER		COST/
L-161-1-1	<b>Colin &amp; Lindsay Wagner</b>	Nutmeg Dr Street & Utility Construction	\$39,504.74

We agree that the special assessment will be deferred for up to 10 years with \_\_\_\_ interest until such time as one of the following occurs, at which the special assessment will become due:

- 10 years
- Connection to Town Water/Sewer Infrastructure
- Sale of Tax Parcel L-161-1-1

*Signature of Owner(s)* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_