

Town of Lawrence, Regular Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, October 27, 2025, at 6:00 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public Comments upon matters not on agenda or other announcements
6. Consider minutes of October 13, 2025 Town Board Meeting.
7. Consideration of payment of due invoices
8. Consideration of Amended Wisconsin Department of Transportation State/Municipal Cost Share Agreement – Southbridge Interchange Infrastructure
9. Consideration of Wisconsin Department of Transportation State/Municipal Maintenance Agreement – Southbridge Interchange Infrastructure
10. Consideration of Town Hall Customer Service Counters Window Upgrade Project Proposals
11. Consideration to cancel November 10, 2025 Regular Town Board Meeting, in lieu of November 17, 2025 Budget Public Hearing and Special Meeting of the Electors
12. Administrator/Staff Reports
13. Future Agenda Items
14. **Closed Session** Pursuant to Ch. 19.85(1)(c) Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (*Employee Wages*) and **Closed Session** Pursuant to Ch. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (*Fence Conditional Use*)
15. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
 - a. Consideration of Fence Conditional Use Agreement
 - b. Review of Fire Department Pay Scale/On Call Pay/Internship Program
16. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Amended Agenda Posted at the following on October 26, 2025:

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

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

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, October 13, 2025

1. Call to Order

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

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

Supervisors: Bill Bain, Kevin Brien, Kari Vannieuwenhoven

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

Excused: Lori Frigo

3. Pledge of Allegiance

4. Approve Agenda

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

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

None.

6. Consideration of minutes of September 22, 2025 Town Board Meeting:

Supervisor Vannieuwenhoven made the motion to approve the minutes of the Town Board meeting on September 22, 2025 as presented. Supervisor Bain seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Public Hearing: Zoning Amendment request from A-1 to R-1 & R-2 on Portions of Parcels L-452-5 & L-451-4 as presented on the Preliminary Rock Ridge Subdivision Plat by McMahon Associates for Thomas Perock and Town of Lawrence:

Supervisor Brien made the motion to open the public hearing at 6:04 p.m. Supervisor Bain seconded the motion. Motion carried unanimously.

Administrator Wetzel reviewed the request submitted. Building Inspector/Zoning Administrator Beining noted that the current Comprehensive Plan shows residential development in this area.

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

Supervisor Bain made the motion to close the public hearing at 6:07 p.m. Supervisor Brien seconded the motion. Motion carried unanimously.

9. Consideration of Zoning Amendment request from A-1 to R-1 & R-2 on Portions of Parcels L-452-5 & L-451-4 as presented on the Preliminary Rock Ridge Subdivision Plat by McMahon Associates for Thomas Perock and Town of Lawrence:

Supervisor Bain made the motion to approve zoning amendment request from A-1 to R-1 & R-2 on portions of Parcels L-452-5 & L-451-4 for the Preliminary Rock Ridge Subdivision Plat by McMahon Associates for Thomas Perock and the Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

10. **Public Hearing: Conditional Use Permit (CUP) request for a dwelling residence on property zoned Business/Commercial at 3051 Williams Grant Drive, Parcel L-40-3 by John Schroeder:**

Supervisor Vannieuwenhoven made the motion to open the public hearing at 6:08 p.m. Supervisor Bain seconded the motion. Motion carried unanimously.
Building Inspector/ Zoning Administrator Beining stated that the owner intends to build a personal residence on the parcel.
Chairman Tibaldo asked if there are any comments. None heard.
Supervisor Brienens made the motion to close the public hearing at 6:11 p.m.
Supervisor Bain seconded the motion. Motion carried unanimously.
11. **Consideration of Conditional Use Permit (CUP) request for a dwelling residence on property zoned Business/Commercial at 3051 Williams Grant Drive, Parcel L-40-3 by John Schroeder:**

Supervisor Bain made the motion to approve the Conditional Use Permit (CUP) request for a dwelling residence on property zoned Business/Commercial at 3051 Williams Grant Drive, Parcel L-40-3 by John Schroeder, then amended his motion to include a condition that the dwelling site must comply with Estate Residential zoning regulations. Supervisor Brienens seconded the motion. The motion carried unanimously.
12. **Public Hearing: Zoning Amendment request from B-1 to Limited Industrial at 2272 Mid Valley Rd, Parcel L-424-3 by Matthew Verboort for 41/12 LLC:**

Supervisor Brienens made the motion to open the public hearing at 6:13 p.m. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.
Building Inspector/Zoning Administrator Beining reviewed the request and stated that the Comprehensive Plan shows business/commercial in this highway corridor.
Chairman Tibaldo asked if there are any comments. None heard.
Supervisor Bain made the motion to close the public hearing at 6:15 p.m. Supervisor Brienens seconded the motion. Motion carried unanimously.
13. **Consideration of Zoning Amendment request from B-1 to Limited Industrial at 2272 Mid Valley Rd, Parcel L-424-3 by Matthew Verboort for 41/12 LLC:**

Supervisor Brienens made the motion to approve zoning amendment request from B-1 to Limited Industrial at 2272 Mid Valley Rd, Parcel L-424-3 by Matthew Verboort for 41/12 LLC as presented. Supervisor Bain seconded the motion. The motion carried unanimously.
14. **Public Hearing: Conditional Use Permit (CUP) request for Sports Training Facility on property zoned Business/Commercial, Parcel L-452-4 by SVR Properties for Town of Lawrence:**

Supervisor Bain made the motion to open the public hearing at 6:16 p.m. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.
Administrator Wetzel reviewed the CUP request for a sports training facility on parcel L-452-4. All training and uses are planned to be inside the building.
Verbal public comment received:
Jenny Kispert – 1449 Chickory Court
Chairman Tibaldo asked is there are any other comments. None heard.
Supervisor Bain made the motion to close the public hearing at 6:22 p.m. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.
15. **Consideration of Conditional Use Permit (CUP) request for Sports Training Facility on property zoned Business/Commercial, Parcel L-452-4 by SVR Properties for Town of Lawrence:**

Supervisor Bain made a motion to approve Conditional Use Permit (CUP) request for Sports Training Facility on property zoned Business/Commercial, Parcel L-452-4 by SVR Properties for the Town of Lawrence with site plan to be reviewed at a later date. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

16. Public Hearing: Ordinance Amendment of Town Ordinance 300-13 Limited Industrial Permitted Uses:

Supervisor Brienens made the motion to open the public hearing at 6:30 p.m. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously. Administrator Wetzel reviewed the proposed changes to the existing Ordinance which essentially would require a CUP for any use that is currently considered Permitted. Chairman Tibaldo asked is there are any comments. None heard. Supervisor Bain made the motion to close the public hearing at 6:32 p.m. Supervisor Vannieuwenhoven seconded the motion. Motion carried unanimously.

17. Consideration of Ordinance Amendment of Town Ordinance 300-13 Limited Industrial Permitted Uses:

Supervisor Bain made the motion to approve Ordinance Amendment of Town Ordinance 300-13 Limited Industrial Permitted Uses as presented. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Bill Bain, aye; Kevin Brienens, aye; Kari Vannieuwenhoven, aye; Lanny Tibaldo, aye. The motion carried unanimously.

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

- a. Consideration of Site Plan Review for Commercial Addition at 2350 Lawrence Parkway on Parcel L-454 by Jason Berken:

Administrator Wetzel and Building Inspector/Zoning Administrator Beining reviewed the request submitted for a 15,600 SF addition to the existing ISA building along with additional parking spaces. Supervisor Bain made the motion to approve the Site Plan for Commercial Addition at 2350 Lawrence Parkway on Parcel L-454 by Jason Berken as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.
- b. Consideration of 4-Lot Certified Survey Map (CSM) on Parcels L-454-3 and L-2078 by Town of Lawrence:

Supervisor Bain made the motion to approve the 4-Lot Certified Survey Map (CSM) on Parcels L-454-3 and L-2078 by the Town of Lawrence as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

19. Consideration of Change Order #1 LE-2 Building Improvements-Delete Radio Antenna & Base:

Administrator Wetzel stated that the City of De Pere already has an antenna base and antenna on the LE-2 building that we are able to attach our equipment to. Supervisor Bain made the motion to approve Change Order #1 LE-2 Building Improvement to delete radio antenna & base as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.

20. Consideration of Change Order #1 2025 Scheuring Road Urbanization – Hydrant, Valve and Water Main repair:

Public Works Director, Minten reviewed the change order request for the water main repair and raising of certain valves and hydrants to accommodate the Brown county Highway road projects. Supervisor Bain made the motion to approve Change Order #1 2025 Scheuring Road Urbanization for hydrant, valve and water main repair as presented. Supervisor Brienens seconded the motion. The motion carried unanimously.

- 21. Consideration to Set Date for November Meeting of Electors for 2026 Tax Levy and Budget:**
Chairman Tibaldo made the motion to hold the meeting of Electors for 2026 Tax Levy and Budget on Monday, November 17, 2025. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.
- 22. Administrator/Staff Reports**
Staff reports were given.
- 23. Future Agenda Items**
a. Meeting of Electors for 2026 Tax Levy and Budget-November 17, 2025.
- 24. Closed Session:** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: Emergency Services Agreement Negotiations*). The Town Board did not go into closed session, however items listed were briefly discussed in open session.
- 25. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats:**
The Town Board did not go into closed session.
- 26. Adjourn:**
Supervisor Bain made the motion at 6:52 p.m. to adjourn the meeting. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

Respectfully submitted by,
Cindy Kocken, Clerk-Treasurer

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5 J BUILDERS								
1260	5 J BUILDERS	25-05-0015	Contractor Deposit Refund - 3010	10/15/2025	1,000.00	.00		
Total 5 J BUILDERS:					1,000.00	.00		
Apple Valley Landscaping, LLC								
1082	Apple Valley Landscaping, LLC	3019	Orde Pond	10/15/2025	4,584.80	.00		
Total Apple Valley Landscaping, LLC:					4,584.80	.00		
Badgerland Printing, Inc.								
38	Badgerland Printing, Inc.	43503	Business Cards Inspection	10/07/2025	44.00	.00		
Total Badgerland Printing, Inc.:					44.00	.00		
Best Built Inc.								
50	Best Built Inc.	24-10-0016	Contractor Deposit Refund-3161 T	10/15/2025	1,000.00	.00		
Total Best Built Inc.:					1,000.00	.00		
Brown County Highway Department								
67	Brown County Highway Departme	2024-0000012	Frontage Road Shoulders	08/31/2024	1,826.81	.00		
67	Brown County Highway Departme	2024-0000016	Line Painting	10/31/2024	1,290.74	.00		
67	Brown County Highway Departme	2025-0000003	EE-20 RAB - Jan-July 2025	07/31/2025	110,696.36	.00		
67	Brown County Highway Departme	2025-0000004	EE-20 RAB - August	08/31/2025	55,417.28	.00		
67	Brown County Highway Departme	2025-0000004	EE-20 RAB - September	09/30/2025	109,667.42	.00		
67	Brown County Highway Departme	2025-0000007	Grade Shoulders	06/30/2025	3,546.31	.00		
67	Brown County Highway Departme	2025-0000009	Birchwood Grading	08/31/2025	1,729.54	.00		
Total Brown County Highway Department:					284,174.46	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9010653445	Water Testing	08/13/2025	96.00	.00		
102	Clean Water Testing LLC	9010869182	Water Testing	10/06/2025	518.00	.00		
102	Clean Water Testing LLC	9010904702	Water Testing	10/15/2025	96.00	.00		
Total Clean Water Testing LLC:					710.00	.00		
Core & Main LP								
200	Core & Main LP	X200802	Stormwater pipe	10/10/2025	3,795.00	.00		
200	Core & Main LP	X848778	Storm Sewer Repair	10/02/2025	669.00	.00		
200	Core & Main LP	X903059	Valve Box Riser	10/10/2025	360.00	.00		
Total Core & Main LP:					4,824.00	.00		
Country Visions Cooperative								
106	Country Visions Cooperative	6102	Grass Seed	10/11/2025	432.56	.00		
106	Country Visions Cooperative	6370	Public Works	10/14/2025	3.98	.00		
Total Country Visions Cooperative:					436.54	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Dorner Company								
129	Dorner Company	517639	Valve Repair	10/07/2025	550.00	.00		
	Total Dorner Company:				550.00	.00		
Ehlers and Associates								
688	Ehlers and Associates	103600	Continuing Disclosure	10/17/2025	3,700.00	.00		
	Total Ehlers and Associates:				3,700.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1201	Electrical Inspection-3568 Miners	10/07/2025	141.00	.00		
154	Fameree Consulting & Inspection	1204	Electrical Inspection-Fabick Cat	10/11/2025	333.20	.00		
	Total Fameree Consulting & Inspection:				474.20	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	12025-10-07	Fox Field court culvert	10/13/2025	300.00	.00		
	Total Fisher Concrete Sawing, Inc:				300.00	.00		
Gannett Media Corp								
175	Gannett Media Corp	0007312739	Public Notices	09/30/2025	248.34	.00		
	Total Gannett Media Corp:				248.34	.00		
GAT Supply Inc.								
177	GAT Supply Inc.	458087-1	Water Dept Supplies	10/10/2025	127.85	.00		
177	GAT Supply Inc.	458117-1	Water Dept Supplies	10/10/2025	63.93	.00		
177	GAT Supply Inc.	458410-1	Anchors	10/16/2025	77.20	.00		
	Total GAT Supply Inc.:				268.98	.00		
Jefferson Fire & Safety, Inc.								
222	Jefferson Fire & Safety, Inc.	IN332088	Maintenance on Holmatro mTools	09/29/2025	1,095.00	.00		
	Total Jefferson Fire & Safety, Inc.:				1,095.00	.00		
Jim's Johns, Inc.								
233	Jim's Johns, Inc.	21033	Park Portable Restroom	09/30/2025	314.00	.00		
	Total Jim's Johns, Inc.:				314.00	.00		
Kimps Aces Hardware								
1245	Kimps Aces Hardware	1281	Keys	10/14/2025	4.99	.00		
	Total Kimps Aces Hardware:				4.99	.00		
Kodiak Excavating Inc								
254	Kodiak Excavating Inc	3679	Yard Waste Disposal	10/16/2025	740.00	.00		
	Total Kodiak Excavating Inc:				740.00	.00		
Marshland Transplant Aquatic								
278	Marshland Transplant Aquatic	4509	Seed Mix for Ponds	09/30/2025	25,883.00	.00		
278	Marshland Transplant Aquatic	4511	Orde Pond	10/13/2025	1,233.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Marshland Transplant Aquatic:					27,116.00	.00		
Menards Inc								
286	Menards Inc	53116	Water Dept Supplies	10/09/2025	37.93	.00		
Total Menards Inc:					37.93	.00		
Mid Wisconsin Super Vac, LLC								
821	Mid Wisconsin Super Vac, LLC	6505	Street Sweeping	10/17/2025	6,030.00	.00		
Total Mid Wisconsin Super Vac, LLC:					6,030.00	.00		
Pro One Janitorial Inc								
342	Pro One Janitorial Inc	228601	Monthly cleaning - November	10/20/2025	576.66	.00		
Total Pro One Janitorial Inc:					576.66	.00		
QS1, INC								
1088	QS1, INC	1591	Truck #4	10/16/2025	2,763.50	.00		
Total QS1, INC:					2,763.50	.00		
Renards Catering								
581	Renards Catering	65646	HALO Breakfast	08/19/2025	368.00	.00		
Total Renards Catering:					368.00	.00		
Southside Tire Co.								
388	Southside Tire Co.	10326399	FD Chief Vehicle	10/15/2025	50.60	.00		
Total Southside Tire Co.:					50.60	.00		
Truck Equipment Inc.								
429	Truck Equipment Inc.	1166312-00	Fire Truck Maintenance #6	10/09/2025	247.88	.00		
429	Truck Equipment Inc.	1169120-00	Truck #10	10/14/2025	121.97	.00		
Total Truck Equipment Inc.:					369.85	.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	94169943	Services 2400 Shady Ct	10/16/2025	67.38	.00		
Total Wil-Kil Pest Control:					67.38	.00		
Grand Totals:					341,849.23	.00		

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

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: October 27, 2025
Agenda Item#: 8

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 Amended WisDOT Cost Share Agreement – Southbridge Interchange Infrast.**

FISCAL IMPACT:

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

Item History

The Town had entered into a cost share agreement for certain improvements/enhancements to the new I-41 / Southbridge Connector Interchange.

The vast majority of the interchange is being funded by the state, with the exception being the Town and City of DePere agreed to assist in funding some aesthetic enhancements.

The initial estimates for Town participation were about \$35,000 for our share on enhancing the look of the new infrastructure. Ultimately, WisDOT covered more on these items and the Town's share for this interchange ended up at \$4,621. Now that bids have been received, the Town's share for these aesthetics is more formally landing at \$10,155.88.

The DOT is proposing an amended agreement to reflect these updated costs.

The DOT has been very gracious over the years on planning on these aesthetics, and the \$10,155.88 figure is still well below the initial cost estimates we'd received on this.

Recommended Action by Town Board

Recommend approval of Amended WisDOT Cost Share Agreement for Southbridge Interchange Infrastructure with Town share estimated at \$10,155.88.



**STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: September 19, 2025
I.D.: 1130-68-77 (Design 1130-63-01)
Road Name: I-41, Southbridge Rd
Title: Appleton – De Pere
Limits: SBC Interchange
County: Brown
Roadway Length: 0.677 MI

The signatory **Town of Lawrence** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The I-41 Project corridor, which has four travel lanes, two in each direction – is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of its pavement and several bridges are nearing the end of their useful lives and must be replaced.

Much of the original pavement in the corridor was built in the 1960s and has reached the end of its useful life, meaning further rehabilitations are no longer cost-effective. The project corridor also has narrow road shoulders, outdated ramp designs, and interchanges spaced too closely to one another – deficiencies that can contribute to safety and operational problems.

Proposed Improvement - Nature of work: The I-41/Southbridge interchange is a new diamond interchange proposed to connect with the future Brown County Southbridge Connector project. WisDOT identified the diamond interchange with roundabouts as the preferred alternative for this location. At the new Southbridge interchange, the roundabout alternative is the safest interchange option, provided the best traffic operations, and has the support of Brown County, Town of Lawrence, and City of De Pere.

Work as part of the 1130-68-77 project will include completion of the new Southbridge interchange. Three multi-lane roundabouts will be installed along the new corridor (I-41 SB ramps, I-41 NB ramps, and French Road). Work will also include a new bridge over I-41 and auxiliary lanes between the new interchange and Scheuring Road to the north.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Architectural surface treatment and staining will be added to the new I-41/Southbridge overpass along with a silhouette attached to the parapet fence. Stamped colored concrete will also be added to the center island of the three remaining roundabouts (I-41 SB, I-41 NB, and French Road). The municipality is responsible for the additional cost of stamping. Sanitary manhole and water valve adjustments are also included for matching final roadway grades.

Phase ¹	Total Est. Cost	Federal/State Funds	%	Other Funds	%	Municipal Funds	%
Design Engineering	N/A	N/A	100%	\$0	0%	\$0	0%
Real Estate Acquisition	N/A	N/A	100%	\$0	0%	\$0	0%

Municipal Utility Coordination:	N/A	N/A	100%	\$0	0%	\$0	0%
Construction ²: 1130-68-77							
Category 1000 – Roadway	\$13,287,109.40	\$13,287,109.40	100%	\$0	0%	\$0	0%
Category 1010 – Roadway Resiliency	\$823,950.41	\$823,950.41	100%	\$0	0%	\$0	0%
Category 1100 – Lighting	\$723,002.47	\$723,002.47	100%	\$0	0%	\$0	0%
Category 1200 – FTMS / ITS	\$442,407.38	\$442,407.38	100%	\$0	0%	\$0	0%
Category 1400 – CSD ³ (Architectural Surface Treatment & Staining)	\$57,838.42	\$46,270.74	80% MAX	\$5,783.84	10% +BAL	\$5,783.84	10% +BAL
Category 1410 - CSD ³ (Fence Silhouettes)	\$12,880.00	\$10,304.00	80% MAX	\$1,288.00	10% +BAL	\$1,288.00	10% +BAL
Category 1420 – CSD ³ (Stamping Colored Concrete – Town of Lawrence)	\$13,558.50	\$10,846.80	80% MAX	\$0	0%	\$2,711.70	20% +BAL
Category 1430 – CSD ³ (Stamping Colored Concrete – City of De Pere)	\$22,459.50	\$17,967.60	80% MAX	\$4,491.90	20% +BAL	\$0	0%
Category 1600 – 100% City of De Pere Funded	\$15.84	\$0	0%	\$15.84	100%	\$0	0%
Category 1610 – 100% Brown County Funded	\$15.84	\$0	0%	\$15.84	100%	\$0	0%
Category 1620 – 100% Town of Lawrence Funded	\$15.84	\$0	0%	\$0	0%	\$15.84	100%
Category 1700 – Utilities (Town of Lawrence)	\$3,565.00	\$3,208.50	90%	\$0	0%	\$356.50	10%
Category 1710 – Utilities (City of De Pere)	\$3,565.00	\$3,208.50	90%	\$356.50	10%	\$0	0%
Category 1800 – 100% State Funded	\$0.01	\$0.01	100%	\$0	0%	\$0	0%
Category 2000 – B-05-0696 I41/Southbridge	\$3,092,221.24	\$3,092,221.24	100%	\$0	0%	\$0	0%
Category 3000 – C-05-0800 I41 over Hemlock Creek	\$201,982.94	\$201,982.94	100%	\$0	0%	\$0	0%
Category 6000 – S-05-0423	\$135,700.00	\$135,700.00	100%	\$0	0%	\$0	0%
Category 6010 – S-05-0431	\$115,950.54	\$115,950.54	100%	\$0	0%	\$0	0%
Category 6020 – S-05-0432	\$100,115.04	\$100,115.04	100%	\$0	0%	\$0	0%
Category 6030 – S-05-0433	\$115,950.54	\$115,950.54	100%	\$0	0%	\$0	0%
Category 6040 – S-05-0438	\$40,790.50	\$40,790.50	100%	\$0	0%	\$0	0%
Category 6050 – S-05-0439	\$168,116.29	\$168,116.29	100%	\$0	0%	\$0	0%
Category 6060 – S-05-0440	\$257,789.75	\$257,789.75	100%	\$0	0%	\$0	0%
Category 6070 – S-05-0441	\$49,064.75	\$49,064.75	100%	\$0	0%	\$0	0%
Category 6080 – S-05-0442	\$104,358.54	\$104,358.54	100%	\$0	0%	\$0	0%
Category 6090 – S-05-0443	\$111,013.18	\$111,013.18	100%	\$0	0%	\$0	0%
Category 6100 – S-05-0446	\$45,390.50	\$45,390.50	100%	\$0	0%	\$0	0%
Subtotal	\$19,928,827.42	\$19,906,719.62		\$11,951.92		\$10,155.88	
Total Est. Cost Distribution	\$19,928,827.42	\$19,906,719.62		\$11,951.92		\$10,155.88	

¹ Costs shown are estimates only and may be updated as design progresses

² Estimates include construction engineering, estimated at 15%.

³ Community Sensitive Design (CSD) amenities considered to be the preference of the community are funded with 80% federal funding up to a maximum of \$56,000 for category 1400, \$12,000 for category 1410, \$12,000 for category 1420, and \$20,000 for category 1430.

This request is subject to the terms and conditions that follow (pages [3] – [8]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the Town of Lawrence	
Name	Title
Signature	Date
Signed for and on behalf of the State	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
 - (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance with state and federal regulations.
 - (h) Conditioning, if required, and maintenance of detour routes.
 - (i) 20% of cost eligible Community Sensitive Design (CSD) amenities up to the CSD funding limit for the project plus 100% of the cost eligible CSD amenities in excess of the federal funding limit for the project.
 4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal

construction cost share.

Construction 1130-68-77:

The Project Agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit. Estimates include construction engineering, estimated at 15%.

Category 1000 – Roadway items

The State will pay 100% of the construction costs under Category 1000 – Roadway Items unless otherwise noted.

Category 1010 – Roadway Resiliency

The State will pay 100% of the construction costs under Category 1000 – Roadway Items unless otherwise noted.

Category 1100 – Lighting

The State will pay 100% of the construction costs under Category 1100 – Lighting unless otherwise noted.

Category 1200 – FTMS/ITS

The State will pay 100% of the construction costs under Category 1200 – FTMS/ITS unless otherwise noted.

Category 1400 – CSD (Architectural Surface Treatment & Staining)

CSD amenities are funded with 80% federal funding up to a maximum of \$56,000 when the municipalities agree to provide the remaining 20% and any funds in excess of the CSD category funding limit. The city of De Pere and the Municipality will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
517.1010.S	Concrete Staining (structure) 01. B-5-696	SF	9,108	\$2.49	\$22,678.92
517.1015.S	Concrete Staining Multi-Color (structure) 01. B-5-696	SF	1,514	\$5.24	\$7,933.36
517.1050.S	Architectural Surface Treatment (structure) 01. B-5-696	SF	1,514	\$13.00	\$19,682.00

1130-68-77 Construction Total:	\$50,294.28
<u>15% Construction Engineering:</u>	<u>\$7,544.14</u>
1130-68-77 Project Total	\$57,838.42

1130-68-77 - Category 1400 CSD amenities category limit = \$70,000

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the city of De Pere and the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1410 – CSD (Fence Silhouettes)

CSD amenities are funded with 80% federal funding up to a maximum of \$12,000 when the municipalities agree to provide the remaining 20% and any funds in excess of the CSD category funding limit. Brown County and the Municipality will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Decorative Silhouette	Each	2	\$5,600.00	\$11,200.00

1130-68-77 Construction Total: \$11,200.00
15% Construction Engineering: \$1,680.00
1130-68-77 Project Total: **\$12,880.00**

1130-68-77 - Category 1410 CSD amenities limit = \$15,000

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify Brown County and the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1420 – CSD (Stamping Colored Concrete – Town of Lawrence)

CSD amenities are funded with 80% federal funding up to a maximum of \$12,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0180	Concrete Stamping	SY	524	\$22.50	\$11,790.00

1130-68-77 Construction Total: \$11,790.00
15% Construction Engineering: \$1,768.50
1130-68-77 Project Total: **\$13,558.50**

1130-68-77 – Category 1420 CSD amenities limit = \$15,000

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1430 – CSD (Stamping Colored Concrete – City of De Pere)

CSD amenities are funded with 80% federal funding up to a maximum of \$20,000 when the city of De Pere agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. CSD amenities included in the project are:

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0180	Concrete Stamping	SY	868	\$22.50	\$19,530.00

1130-68-77 Construction Total: \$19,530.00
15% Construction Engineering: \$2,929.50
1130-68-77 Project Total: **\$22,459.50**

1130-68-77 – Category 1430 CSD amenities limit = \$25,000

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the city of De Pere of any adjustments

to CSD funding that may be required to remain in compliance with state statutes.

Category 1600/1610/1620 – 100% City of De Pere/Brown County/Town of Lawrence Funded

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual, proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	Ton	1	\$13.77	\$13.77

1130-68-77 Construction Total: \$13.77
15% Construction Engineering: \$2.07
 1130-68-77 Project Total: **\$15.84**

Category 1700 – Utilities (Town of Lawrence)

Wisconsin State Statute 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	2	\$1,100.00	\$2,200.00
SPV.0060	Adjusting Water Valve Boxes	Each	3	\$300.00	\$900.00

1130-68-77 Construction Total: \$3,100.00
15% Construction Engineering: \$465.00
 1130-68-77 Project Total: **\$3,565.00**

Category 1710 – Utilities (City of De Pere)

Wisconsin State Statute 84.295 (4m) Municipal Utility Relocation; Freeway Construction

(a) The state shall pay 90 percent of the eligible costs of the relocation or replacement of any municipal utility facilities required by the construction of any freeway undertaken by the department. The affected municipal utility shall pay the balance of such costs.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
SPV.0060	Adjusting Sanitary Manhole Covers	Each	2	\$1,100.00	\$2,200.00
SPV.0060	Adjusting Water Valve Boxes	Each	3	\$300.00	\$900.00

1130-68-77 Construction Total: \$3,100.00
15% Construction Engineering: \$465.00
 1130-68-77 Project Total: **\$3,565.00**

Category 1800 – State Funded

The State will pay 100% of the construction costs under Category 1800 – State Funded unless otherwise noted.

Category 2000 – B-05-0696 I41/Southbridge

The State will pay 100% of the construction costs under Category 2000 – B-05-0696 I41/Southbridge unless otherwise noted.

Category 3000 – C-05-0800 I41 over Hemlock Creek

The State will pay 100% of the construction costs under Category 3000 – C-05-0800 I41 over Hemlock Creek unless otherwise noted.

Category 6000 – S-05-0423

The State will pay 100% of the construction costs under Category 6000 – S-05-0423 unless otherwise noted.

Category 6010 – S-05-0431

The State will pay 100% of the construction costs under Category 6010 – S-05-0431 unless otherwise noted.

Category 6020 – S-05-0432

The State will pay 100% of the construction costs under Category 6020 – S-05-0432 unless otherwise noted.

Category 6030 – S-05-0433

The State will pay 100% of the construction costs under Category 6030 – S-05-0433 unless otherwise noted.

Category 6040 – S-05-0438

The State will pay 100% of the construction costs under Category 6040 – S-05-0438 unless otherwise noted.

Category 6050 – S-05-0439

The State will pay 100% of the construction costs under Category 6050 – S-05-0439 unless otherwise noted.

Category 6060 – S-05-0440

The State will pay 100% of the construction costs under Category 6060 – S-05-0440 unless otherwise noted.

Category 6070 – S-05-0441

The State will pay 100% of the construction costs under Category 6070 – S-05-0441 unless otherwise noted.

Category 6080 – S-05-0442

The State will pay 100% of the construction costs under Category 6080 – S-05-0442 unless otherwise noted.

Category 6090 – S-05-0443

The State will pay 100% of the construction costs under Category 6090 – S-05-0443 unless otherwise noted.

Category 6100 – S-05-0446

The State will pay 100% of the construction costs under Category 6100 – S-05-0446 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project.

A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



Agenda Item Review

Meeting Date: October 27, 2025
Agenda Item#: 09

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: Consider WisDOT Maintenance Agreement for new Southbridge Interchange

FISCAL IMPACT:

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

Item History

WisDOT is proposing a maintenance agreement for the upcoming construction and final southbridge interchange.

Exhibit B on the agreement is a great illustration of the variety of maintenance items that will be required into the future, and who's responsible for them, including: landscape/concrete, bridge, storm water, snow removal, road surface and street lighting.

Recommended Action by Town Board

Recommend approval of WisDOT Maintenance Agreement for Southbridge Interchange Infrastructure.



STATE/MUNICIPAL
MAINTENANCE
AGREEMENT

Date 9/19/2025
ID: 1130-68-81/1130-68-77
Road Name: IH 41
Limits: SBC Interchange
County: Brown

The signatory **Town of Lawrence**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect this agreement to include the associated maintenance responsibilities hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 84.07(1) of the Statutes. Wisconsin statutes, Wisconsin Administrative Code, and State policy serve as the defining documents for State Highway maintenance responsibilities.

DESCRIPTION OF FACILITY:

Facility description upon completion of State project – As determined by project ID 1130-68-81/1130-68-77.

A new interchange at IH 41 and Southbridge Road (Future County EB and County GV) will be constructed as part of this project. Ahead of this project, work will begin on early embankment placement at the new interchange along with the re-alignment of both frontage roads. Mid Valley Drive will be constructed from 2000' north of Birchwood Road to Quarry Park Drive. Work will also include the new construction of French Road from Creamery Road to the north and temporary Innovation Court from Southbridge Road to existing Innovation Court. Four new roundabouts will be constructed along County EB/County GV at the intersections with Mid Valley Drive, IH 41 SB ramps, IH 41 NB ramps, and French Road. New storm sewer will be installed within the project limits. Sidewalk and street lighting will be included at each roundabout and along the corridor within the project limits. MUTCD compliant signing and pavement markings will be installed with the project.

A new bridge, B-05-0696, will be constructed over IH 41 at County EB/County GV. Existing box culvert, C-05-0800, will be extended to accommodate widening along northbound IH 41. Sign structures S-05-0423, S-05-0431, S-05-0432, S-05-0433, S-05-0438, S-05-0439, S-05-0440, S-05-0441, S-05-0442, S-05-0443, and S-05-0446 will be constructed.

Wet detention ponds will be constructed in the southeast and northwest quadrants of the IH 41 and Southbridge Interchange. Permanent and temporary storm sewer will be installed adjacent to the ponds.

The Municipality requested the project incorporate Community Sensitive Design (CSD) into the project elements. CSD elements include architectural surface treatment, staining, and fence silhouettes for bridge, B-05-0696. The project also includes stamped colored concrete in the center island of the four roundabouts. The Municipality is responsible for maintenance of bridge staining, silhouettes, stamped colored concrete and additional landscaping features within the center of the roundabout.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 1 – 3); is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, delivery to the Municipality and upon fully executed signature of associated, applicable State Municipal Financial Agreement for projects 1130-68-81 and 1130-68-77. The initiation and signature of the agreement will be subject to all the applicable federal and state regulations. No term or provision of neither the State/Municipal Maintenance Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Maintenance Agreement.

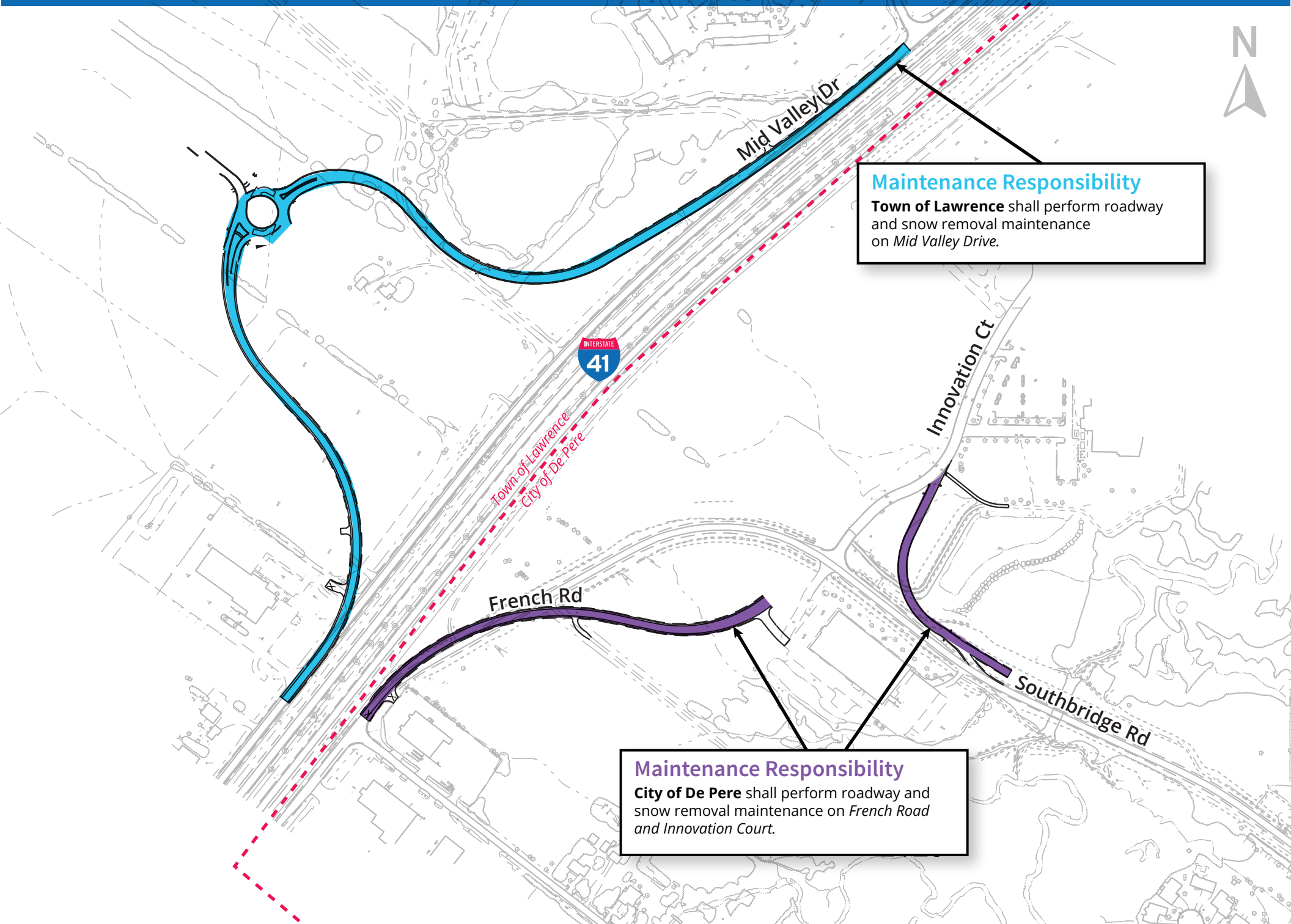
Signed for and in behalf of the Town of Lawrence (Please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (Please sign in blue ink)	
Name	Title WisDOT Region Maintenance Chief
Signature	Date

TERMS AND CONDITIONS:

1. In order to guarantee the Municipality's foregoing agreements to maintain the facility to State standards, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold General Transportation Aids or monies otherwise due and payable by the State to the municipality, as determined by the State, for any maintenance the State must perform to the facility should the Municipality fail to comply with the agreement.
2. The State will not install any additional items, not necessitated for the safe and efficient flow of traffic, to a state highway facility without the Municipality agreeing to maintain those items. The State is responsible for maintaining the through travel way of any given highway facility under the State's jurisdiction including:
 - (a) The energy, operation, repair and replacement of traffic signals and associated street lighting required for the signalized intersections within the limits of this agreement for:
 1. Street lighting for the ramp terminals within the IH 41 and Southbridge Road interchange.
 - (b) Signing and pavement marking necessitated for the safe and efficient flow of traffic except those items listed in #3.
 - (c) Permitting authority of utilities and access control on all State Trunk, US and Interstate Highways.
 - (d) Stormwater pond maintenance at the following locations:
 1. Northeast quadrant of the County EB/Mid Valley Drive roundabout
 2. Southwest quadrant of the County GV/French Road roundabout
3. The Municipality shall at its own cost and expense maintain all portions within the specified limits of this agreement that lie within its jurisdiction as shown in exhibit A (Temporary Southbridge Interchange) and exhibit B (Final Southbridge Interchange) for such maintenance through statutory requirements in a manner satisfactory to the State and shall make ample provision for such maintenance each year to include:
 - (a) Maintain all items outside, and under, the travel way to include, but not limited to, parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structure, storm water quality devices, etc., either outside or under the traveled way), sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, and landscaping features.
 - (b) Remove snow and ice from parking lanes, sidewalks, multi-use paths, and pedestrian refuge islands.
 - (c) Implement a street sweeping program to help prevent the accumulation of dirt, sand, leaves, paper, or other clogging debris.

- (d) Maintain the storm sewer system to provide a free flow condition throughout the life of the facility.
 - (e) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the street lighting system specified in Exhibit B for the County EB/Mid Valley Drive roundabout, STA 102+25 to 111+00.
 - i. The Municipality shall obtain a permit from the State.
 - ii. The Municipality shall accept responsibility for locating utilities for Digger's Hotline.
 - iii. If at any time the Municipality should choose to turn off or remove street lighting, in part or in whole, funded with federal/state dollars, the State will determine potential conflicts and approve/disapprove such request. If removal is approved by the State, the Municipality will reimburse to the State an amount determined by Federal and State coordination.
 - (f) Maintain clear right-of-way of all encroachments.
 - (g) Maintain crosswalk pavement markings. The municipality shall obtain a permit with the State.
 - (h) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, wayfinding signs, bike lane symbols, etc).
 - (i) Maintain and accept responsibility for the following as applicable to this agreement:
 - i. Maintain and repair all sidewalk and multi-use paths along Mid Valley Drive.
 - ii. Maintain all roadway traffic signs and pavement markings along Mid Valley Drive.
 - iii. Remove snow and ice from traveled lanes, parking lanes, sidewalks, multi-use paths, and pedestrian islands along Mid Valley Drive.
 - iv. Municipal Funded Aesthetics: Maintain stamped colored concrete in the center of the County EB/Mid Valley Drive and County EB/I-41 SB roundabouts, bridge staining and silhouette for B-05-0696. Removal or covering of vandalism of aesthetic elements is the responsibility of the municipality.
 - v. Roundabout Landscaping: Maintain all landscape elements placed at the County EB/Mid Valley Drive and County EB/I-41 SB roundabouts (including but not limited to: trees, bushes, shrubs, mulch, grassed areas and miscellaneous landscaping elements).
 - vi. Pay the difference in the cost of replacing colored stamped concrete placed inside the center circle of roundabouts.
4. The Municipality, within the specified limits, agrees to:
- (a) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
5. The Municipality will coordinate with the State to obtain any necessary Work on Right-of-Way Permits for maintenance performed on or within the state highway facility or state right-of-way.
6. This agreement does not remove the current municipal maintenance responsibility.
7. The State or Municipality may request an amendment to this agreement to include specific features later requested by the Municipality throughout the design process.
8. Upon completion of construction projects, 1130-68-81 and 1130-68-77 the Municipality will assume all afore mentioned maintenance responsibilities.

Exhibit A: Temporary Southbridge Interchange



Maintenance Responsibility

Town of Lawrence shall perform roadway and snow removal maintenance on Mid Valley Drive.

Maintenance Responsibility

City of De Pere shall perform roadway and snow removal maintenance on French Road and Innovation Court.

Exhibit B: Final Southbridge Interchange

Landscape Maintenance Concrete Maintenance

Town of Lawrence shall maintain landscape and colored stamped concrete in center of I41/County EB and Mid Valley Drive/ County EB roundabouts.

Bridge maintenance

City of De Pere and Town of Lawrence shall maintain decorative staining on the Southbridge overpass, B 05-0696.

Town of Lawrence and Brown County shall maintain decorative silhouettes placed on bridge, B 05-0696.

Landscape Maintenance Concrete Maintenance

City of De Pere shall maintain landscape and colored stamped concrete in center of I41/County GV and Innovation Court/ County GV roundabouts.

General/Storm Sewer Maintenance

Town of Lawrence shall perform roadway and snow removal maintenance on Mid Valley Drive.

Snow Removal

WisDOT shall perform snow removal between I41 and Southbridge interchange roundabouts as shown between the blue arrows.

Brown County will complete all snow removal up to the blue arrow sections.

Roadway Maintenance

WisDOT is responsible for roadway and storm sewer maintenance of County EB/GV between the ramp terminal roundabouts as well as the storm water ponds as shown in gray.

General/Storm Sewer Maintenance

City of De Pere shall perform roadway/sidewalk maintenance and snow removal on French Road and Innovation Court.

General/Storm Sewer Maintenance

Brown County shall perform roadway/sidewalk maintenance and snow removal on County EB and County GV.



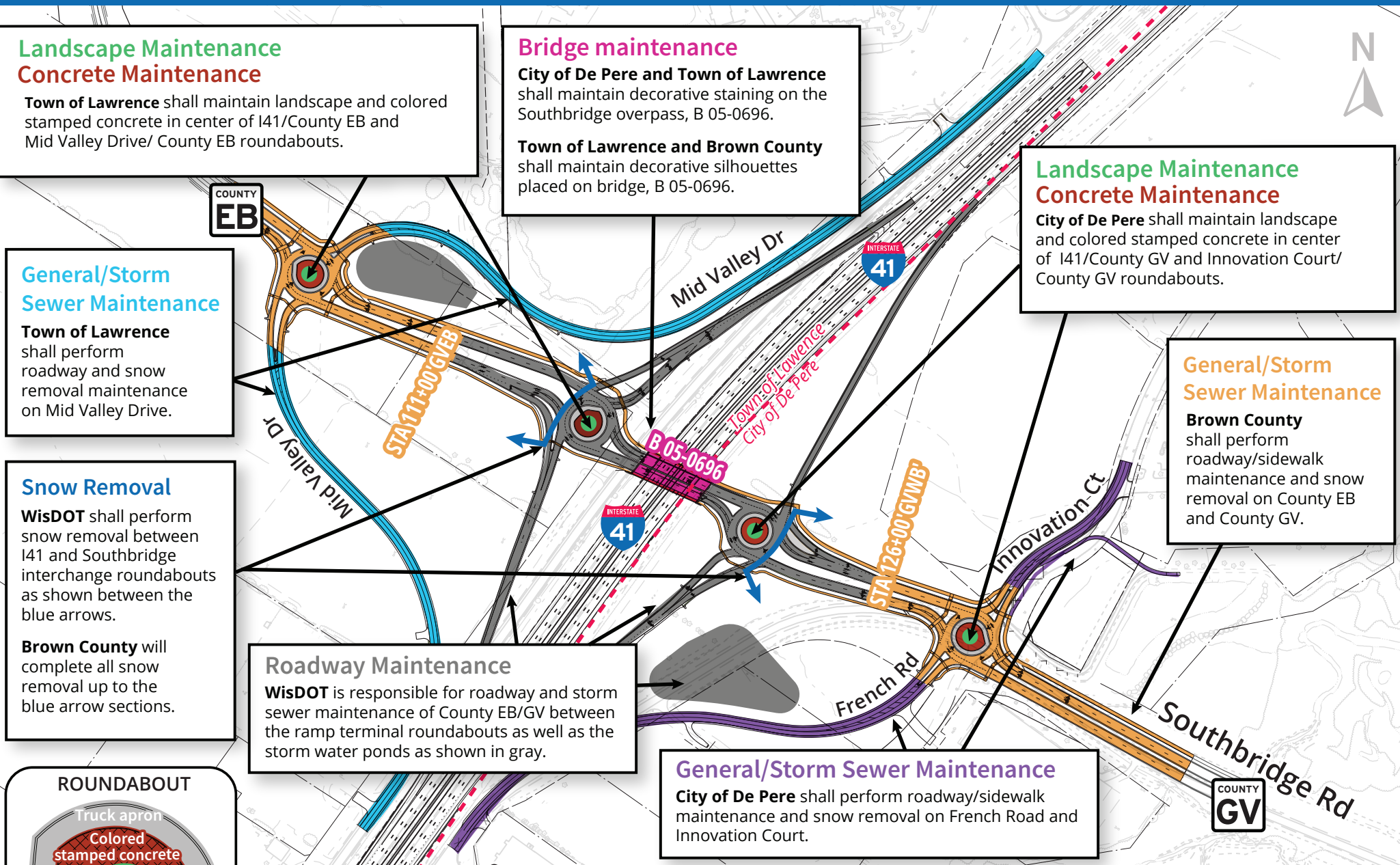
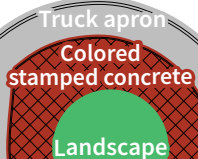
Street Lighting

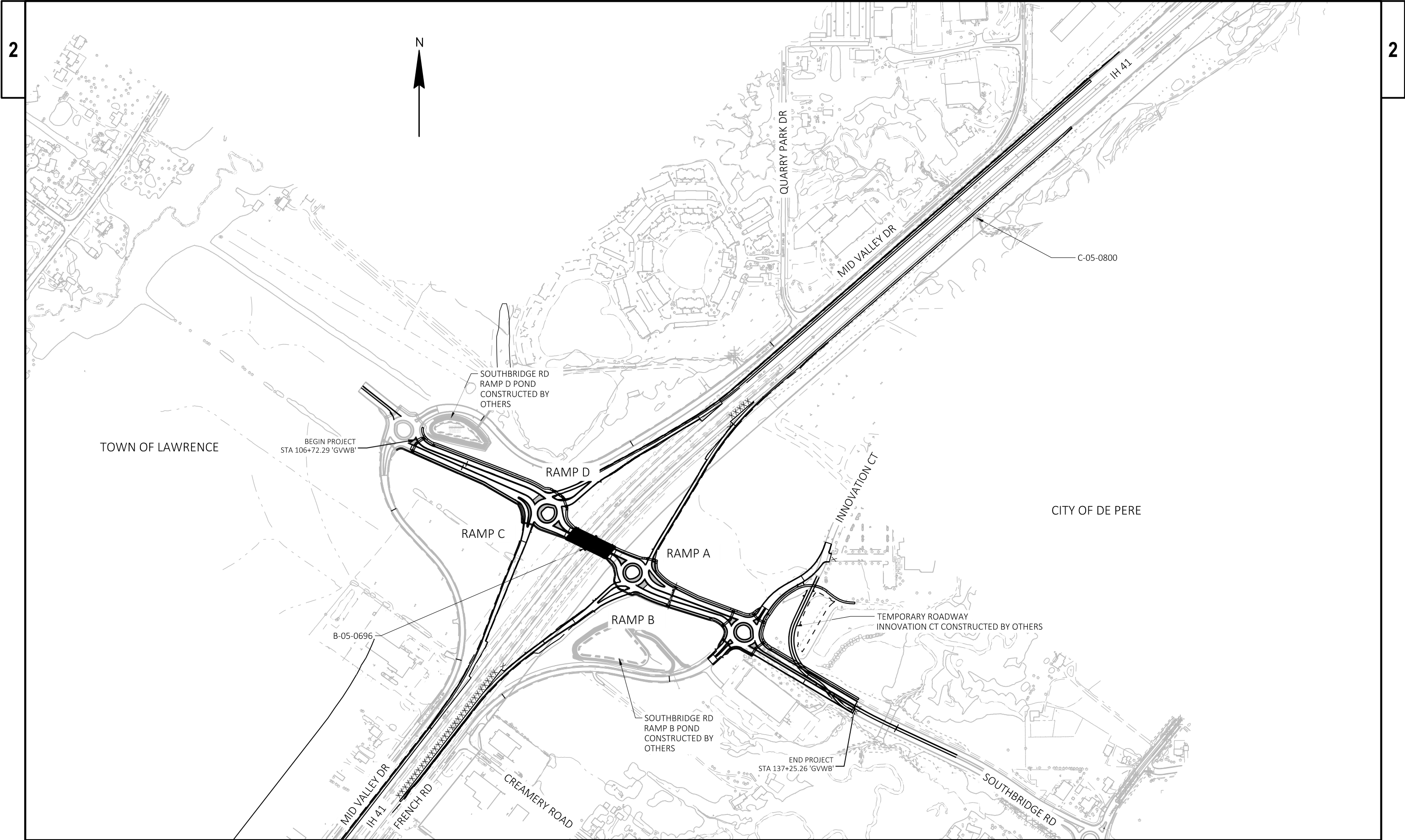
Town of Lawrence is responsible for lighting at County EB/Mid Valley Drive roundabout (STA 102+25 to 111+00).

City of De Pere is responsible for lighting at County GV/Innovation Court roundabout (STA 126+00 to 137+23).

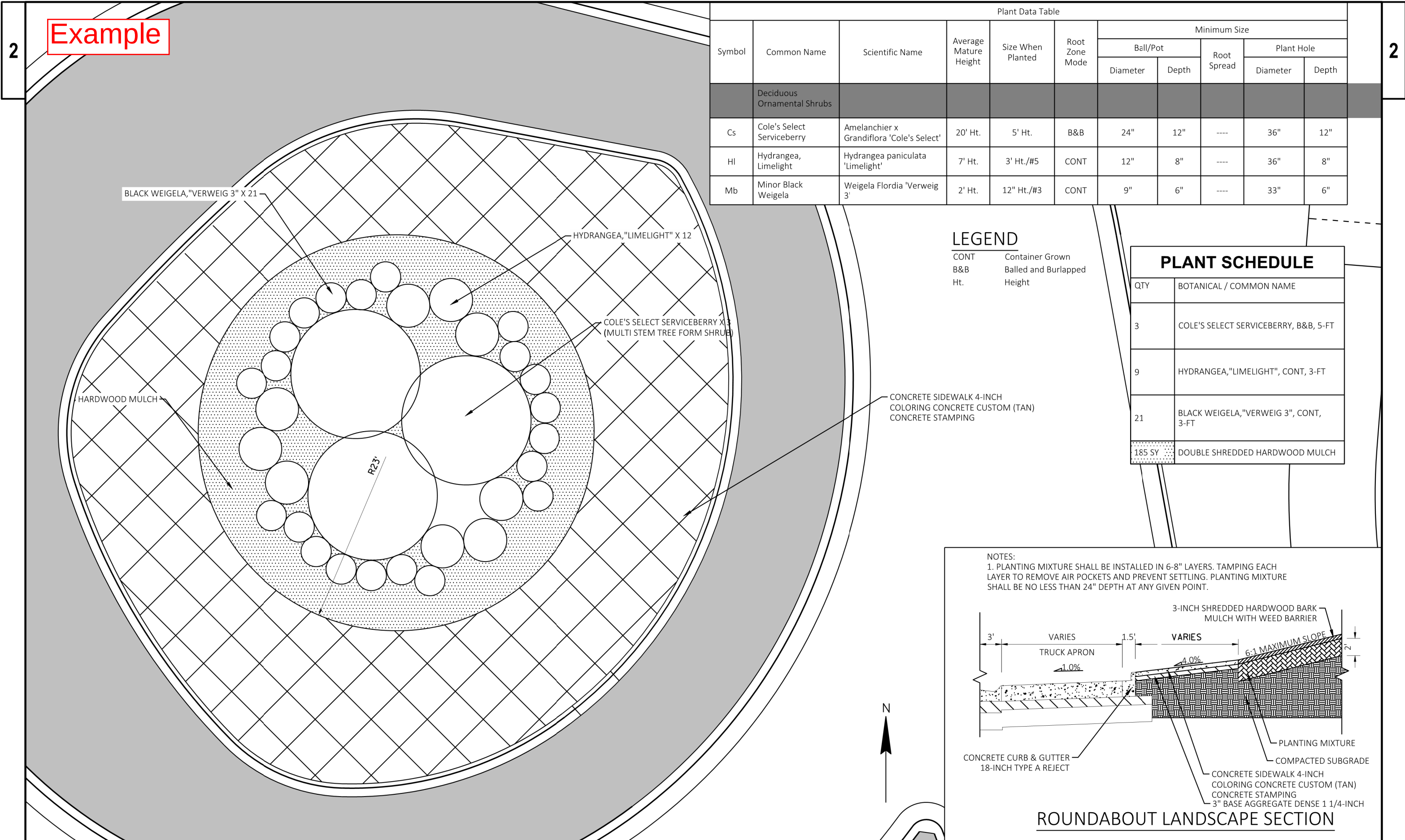
WisDOT is responsible for maintenance of the lighting at the Southbridge interchange ramps and ramp roundabouts.

ROUNDABOUT





PROJECT NO: 1130-68-77	HWY: IH 41 - SOUTHBRIDGE	COUNTY: BROWN	PROJECT OVERVIEW	SHEET 4	E
------------------------	--------------------------	---------------	------------------	---------	---





Agenda Item Review

Meeting Date: October 27, 2025
Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Melissa Mathes, Town Hall Administrative Assistant; Cindy Kocken, Clerk-Treasurer
AGENDA ITEM: **Addition of Customer Service Counter/Safety Glass-Deputy Clerk Office;
Safety Glass for Main Customer Service Counter**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, funds are available in Town Hall Capital Upgrade

Item History

1. Deputy Clerk's Office Window

A second interior customer service window would be installed and accessed directly from the Deputy Clerk's office. This installation would include a counter and a tempered safety glass window equipped with a speak hole and a pass-through. The design will mirror the existing window to maintain consistency in appearance and function.

2. Main Reception Window

The main existing customer service window would be upgraded to a double pass-through window. This new installation would feature tempered safety glass with two speak holes and two pass-throughs, allowing for two-person reception service at one time.

Benefits

Enhanced Customer Service

The additional customer service window will provide more options for residents to receive assistance, reducing wait times and improving service flow for daily inquiries, payments, licenses, and permits. During high-demand periods—particularly early in-person absentee voting—the additional access points will greatly enhance efficiency and customer satisfaction.

Improved Safety for Staff

The installation of tempered safety glass and designated pass-through openings will create a more secure environment for staff interactions, limiting direct physical contact while maintaining clear communication.

Operational Efficiency

Having two functional windows will allow the Clerk's Office to serve multiple customers simultaneously, streamlining operations during peak hours and minimizing interruptions to administrative work.

Quotes were obtained from **Best Built** for the proposed work.

- **Total Project Cost:** \$12,384.04

Quotes were obtained from **RODAC** for the proposed work.

- **Total Project Cost:** \$8940.00

Quotes were obtained from **Alliance Construction** for the proposed work.

- **Total Project Cost:** \$8700.00

Pricing includes all materials, installation, and finishing work. Funding for this project is proposed to come from the **Town Hall Building Improvements budget line** for the current fiscal year.

Recommended Action by Town Board

Staff recommends awarding the project to Alliance Construction for the installation of the second interior customer service window in the Deputy Clerk's office and the upgrade of the existing main window to a double pass-through design. These improvements will strengthen the Town's commitment to providing accessible, efficient, and secure customer service to residents and visitors alike.

Construction Cost Plus Agreement Proposal

Date	10/8/2025
Proposal For	Town of Lawrence
Submitted By	Mark Rukamp
Project Name	Interior Windows
Project Number	23-095

This Construction Agreement ("Agreement") is made this 8th day of October, 2025 by and between ALLIANCE CONSTRUCTION AND DESIGN, INC. ("Alliance"), a Wisconsin corporation located at 1050 Broadway Street, Wrightstown, Wisconsin, 54180, and Town of Lawrence ("Owner"), located at 2400 Shady Court, De Pere, WI 54115.

WHEREAS, it is the mutual desire of Alliance and Owner that Alliance perform certain design services and perform certain labor and/or furnish certain materials as an independent contractor ("Project") at 2400 Shady Court, De Pere, WI 54115 ("Worksite"), pursuant to plans, drawings and specifications prepared by Alliance ("Work"), the terms of which shall be specified in writing by Alliance's proposal to be agreed upon by Alliance and Owner ("Proposal"), all subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Alliance agree as follows:

1. General Requirements

A. Administrative

01. Supervision:

- We will assign a supervisor to this project that is responsible for the supervision of all contracted field construction in progress. The supervisor's responsibilities will include the scheduling and direct supervision of contracted field construction forces, interfacing as required with building inspection officials, and ensuring compliance of work in place with drawings and specifications.

02. Safety

- It is our position and philosophy to place a high priority on a safe job site. Therefore, we have made the necessary commitment in training, education, knowledge and equipment to be able to comply with OSHA requirements during the construction phase of this project.

2. DEFINITIONS

A. Definitions

01. "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

02. "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are:

- Performed by the contractor;
- Performed by the subcontractors; or
- Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.
- Direct labor hours at specified fixed hourly rates that include wages, overhead, general, and administrative expenses.

03. "Materials" means:

- Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;
- Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
- Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, permits, fee, etc.); and applicable indirect costs.

3. SCOPE OF WORK

A. General Requirements

01. INTERIOR PASS-THRU WINDOW AT FINANCE OFFICE

- Remove existing 4'x4' hollow metal frame and window unit
- Rock return, plaster and paint jambs and adjacent wall area
- Furnish and install a laminate countertop at existing opening
- Furnish and install a 1 ¾" aluminum frame with tempered safety glass with speak hole and pass-thru

02. DOUBLE PASS-THRU WINDOW AT RECEPTION AREA

- Remove existing window unit.
- Fill in router area with colored break metal – color to be determined.
- Furnish and install a 1 ¾" aluminum frame with tempered safety glass with (2) speak holes and pass-thru's to provide for two-person reception assistance.

4. EXCLUSIONS TO THE PROPOSAL

A. General exclusions.

01. As-built surveys that may be required by lenders are not included.
02. Builders Risk Insurance to be provided by owner and a copy must be provided to Alliance Construction and Design prior to construction.
03. Any mechanical work other than specified.
04. Electric and gas hookups or cost for utilities.
05. S.A.C. (Sewer Accessibility Fees) or City Impact Fees.
06. Any provision for locating or verifying lot markers.
07. Any soil bearing verification, any allowance for underground obstructions or any unforeseen underground environmental condition.
08. Any provisions for updating any possible existing building or mechanical conditions which do not meet code.
09. Telephone, computer line hookups, fire alarms or security systems.
10. Sand fill other than specified.
11. Humidification has not been added to the heating system. Owner may be responsible to add humidity in the future based upon weather conditions and humidity.
12. Winter Conditions and associated costs are NOT included in this proposal unless noted otherwise.
13. Repairs if required by city.
14. Owner's sign or logo on building.
15. Snow guards and heat tapes in gutters or any area susceptible to excessive snow or ice damming.
16. Roof openings or loadings for any mechanical equipment unless specified.
17. Any project delays due to the removal or disposal of any hazardous materials, including asbestos and lead paint, etc. that may be encountered during the project.

18. Soil erosion control of the site after occupancy of the building by the owner.
19. Special structural design features that Factory Mutual (F.M.) or other underwriters may or may not desire or require.
20. Special code requirements or interpretations that individual plan reviewers, municipalities or inspectors may require.
21. Furniture, benches, lockers, and all equipment unless specified are not included.
22. Sales tax on retail sale of any tangible personal property provided under this contract have not been included; if required to be collected by us per State Tax Laws, these taxed would result in an additional charge to this Agreement.
23. Exact color match on additions and remodels is not guaranteed, including but not limited to, roofing, masonry, siding, windows, etc.
24. Landscaping beyond finish grading.
25. **<ADD SPECIFIC EXCLUSIONS>**

5. DETERMINATION OF COST

A. Rates

01. Labor implies field employees and other mandatory or customary compensation of Alliance's employees at its office; general and administrative expenses of Alliance's office other than the field office; and Alliance's capital expenses, including interest on Alliance's capital employed for the Work; and profit.

Alliance 2025 Billing Rates

APPENDIX A

PERSONNEL	
Principal (CEO / president)	\$165.00 HR
Executive	\$150.00 HR
Director of Project Management	\$130.00 HR
Project Manager	\$125.00 HR
Architect	Cost + 10%
Structural Engineer	\$165.00 HR
Architectural Draftsperson	\$90.00 HR
Pre-construction / Estimator	\$100.00 HR
Clerical	\$65.00 HR
Internal Project Coordinator	\$75.00 HR
Safety Coordinator	COST + 10%
Project Accountant	\$85.00 HR
Site Superintendent	\$115.00 HR
Site Superintendent (Overtime)	\$172.00 HR
Site Superintendent Assistant	\$90 HR
Job Foreman	\$90.00 HR
Skilled Trades Worker/ Journeyman	\$85.00 HR
Overtime (over 40 hours in 1 week)	1.5x LIST RATE
Certified welder	\$125.00 HR
REIMBURSABLE EXPENSES	
Oversize Copies (24" x 36")	\$1.50 / Page
Commercial travel (airline, etc.)	Cost + 10%
Fax	\$.75 / Page
Meals & Lodging	Cost + 10%
Mileage (Car or Light Duty Truck)	\$.65/ Mile
Full Set of Plans	\$150.00 Per Set
Regulatory Approval Fees	Cost + 10%
Standard Per diem	\$56.00 / Day
EQUIPMENT	
Scissor Lifts (Flat Surface)	\$215.00 / Day

	\$450.00 / Week \$875.00 / Month
Crane Service	Cost + 10%
Skid Steer (By Machine Hour plus Labor)	\$160.00 / Hour \$575.00 / Day \$1,600.00 / Week
Portable Welder	\$140.00 / Hour \$200.00 / Day \$480.00 / Week
Portable Light Towers	\$200.00 / Hour \$600.00 / Day \$1,800.00 / Week
Extended boom lifts (up to 40')	\$550.00 / Day \$1,300.00 / Week \$2,900.00 / Month
Waste Removal – Dump Trailer Load	\$260 / Per Dump
Waste Removal – Container	Cost + 10%
Generator (5,000 watts or under)	\$75.00 / Day
Generator (5,000 Watts or Over)	Cost + 10%
Air compressor	\$200.00 / Hour \$600.00 / Day \$1,800.00 / Week
Insulated Blankets (5' x 25')	\$.75 sq ft/ Day
Semi-Trailers (Standard Length)	\$500.00 / Month
Semi-Trailers (Pup Trailer)	\$400.00
Semi-Trailers (lowboy hauling)	\$120.00 / Hr + Fuel
Extended boom Forklift (8,000#)	\$725.00 / Day \$1,700.00 / Week \$3,500.00 / Month
Extended boom Forklift (10,000#)	\$1,200.00 / Day \$2,800.00 / Week \$6,000.00 / Month
Metal break	\$20.00 / Hour plus Labor Charge
2" Trash Pump	\$150.00 / Day
3' or larger fan	\$100.00 / Day
3' or smaller fan	\$75.00 / Day
Safety Barricades (Small)	\$.75 / Day
Safety Barricades (Large)	\$4.00 / Day
Sign frame (small)	\$.75 / Day
Sign Frame (Large)	\$1.00 / Day
Masonry chop saw	\$225.00 / Day
Laser levels	\$180.00 / Day
Core Drill	\$150.00 / Day plus Bits
Magnetic Drill	\$105.00 / Day plus Bits
Portable Pressure Washer	\$150.00 / Day
Shop forklift	\$550.00 / Day \$1,400.00 / Week
Jobsite Office Trailers (under 35'-0" long)	\$575.00 / Month + Setup Fee
Jobsite office trailers (over 36'-0" long)	\$1,600.00 / Month + Setup Fee
Jobsite Tool Trailer	\$250.00 Month
150,000 BTU Heaters	\$250.00 / Week
300,000 BTU Heaters	\$350.00 / Week
Industrial Dehumidifier	\$160.00 / Day
Small Tool Use	5% of Labor Billing Rate / Hour
Warehousing Fee	\$200.00

NOTE: Services and equipment subcontracted or rented will be billed at cost plus contractual markup. Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc. will be charged to the project per the standard equipment rate schedule, which is available upon request.	
---	--

This fee schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.	
---	--

PROJECT BUDGET

*****TOTAL PROJECT COST AS LISTED \$8,700.00*****

“EIGHT THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS”

IN WITNESS WHEREOF, Alliance and Owner have hereunto set their hands and seals in duplicate the day and year first written above.

Contract markup of 15% to be added to all costs except the costs stated in Appendix A.

This proposal is private and confidential between the client and Alliance Construction & Design Inc. It should be shared only with those who are in a confidential relationship with client or client's company. This proposal also may be withdrawn by Alliance if not accepted within (10) days of the date listed above.

Project Name	Town of Lawrence Interior Windows
Project Number	23-095
	Name
Owner	Signature
	Company Name & Title Town of Lawrence
	Date
	Name Mark Rukamp
Alliance Construction & Design, Inc.	Signature
	Company Name & Title Alliance Construction & Design
	Date 10/8/2025

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES.

Alliance shall furnish design services, construction administration and management services and use Alliance's best efforts to perform the Work in a manner consistent with this Agreement, the Proposal, Change Orders (as defined below) and any other plans, drawings, specifications, addenda or amendments to this Agreement (the "Contract Documents"). Alliance represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor. Neither Alliance nor any of its agents or employees shall act on behalf of or in the name of Owner, except as provided in this Agreement or unless authorized in writing by Owner's Representative (as defined below).

1.2 EXTENT OF AGREEMENT.

This Agreement is solely for the benefit of the parties, represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Alliance and not for the benefit of any third party except to the extent expressly provided in this Agreement.

2. ALLIANCE'S RESPONSIBILITIES

2.1 DESIGN RESPONSIBILITIES.

- (a) If not done so prior to the execution of this Agreement, Alliance shall complete the Project drawings and specifications and submit them to the Owner and to the appropriate governmental agency for approval. Upon the execution of the specifications, plans and other Contract Documents by Owner and Alliance, Alliance will guide the Project through the state approval process if it has not done so already. The costs of these services are included unless otherwise stated. Alliance design professionals will be registered in the State of Wisconsin to provide approved structural design and on-site inspection. This Agreement is based on Alliance's design professional's interpretation of national, state and local building codes and regulations as they apply to the Project and Worksite. If a governmental agency requires that changes be made on the drawings and/or specifications, a Change Order shall be executed.
- (b) "Renderings. In the course of its design services, Alliance may provide Owner with renderings which are for illustrative purposes only and are not meant to be an exact depiction of the rendition shown. To the extent Owner utilizes or relies on the renderings for anything other than preliminary review, Owner waives any claim against Alliance and shall indemnify, hold harmless and defend Alliance from and against any and all third-party claims, causes of action, actions, suits, proceedings, damages, losses, liabilities, fines, penalties, awards, judgments, costs and expenses, including reasonable attorneys' fees and disbursements, arising out of or relating to Owner's reliance or misuse of the renderings."

2.2 GENERAL CONTRACTING RESPONSIBILITIES.

Alliance shall provide all design services, labor, materials, equipment and other services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. Alliance shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions. In such case, Alliance shall not be liable to the Owner for damages resulting from compliance with such instructions. Alliance shall perform Work only within locations allowed by the Contract Documents, applicable permits and applicable local law. Alliance shall also coordinate all inspections and reviews with government authority and agencies.

2.3 COOPERATION WITH WORK OF OWNER.

- (a) The Owner and/or those appointed by the Owner ("Others") may perform work at the Worksite. Any work to be performed by Others related to the Project shall be governed by contracts including provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, clean up and safety which are substantively the same as the provisions of this Agreement.
- (b) In the event that the Owner elects to perform work at the Worksite directly or by Others, Alliance and the Owner shall coordinate the activities of all forces at the Worksite. The

Owner shall require each separate contractor to cooperate with Alliance and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as determined by Alliance, for changes made necessary by the coordination of construction activities, and the Schedule of the Work (as defined below) shall be revised accordingly.

- (b) Alliance's obligations in this Section, if any, do not create a responsibility for the work of the Owner or Others, but are for the purpose of facilitating the Work.

2.4 RESPONSIBILITY FOR PERFORMANCE.

- (a) Prior to commencing the Work, Alliance shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to Section 3, relevant field measurements made by Alliance and any visible conditions at the Worksite affecting the Work.
- (b) If Alliance discovers any errors, omissions or inconsistencies in the Contract Documents, Alliance shall promptly report them to the Owner. Following receipt of written notice from Alliance of defects, the Owner shall promptly inform Alliance what action, if any, Alliance shall take with regard to the defects.
- (c) Alliance shall have no liability for errors, omissions or inconsistencies discovered under Subsections 2.4(a) and 2.4(b), and Alliance shall be entitled to additional costs and/or time, as determined by Alliance, because of clarifications or instructions arising out of said errors, omissions or inconsistencies.

2.5 CONSTRUCTION PERSONNEL AND SUPERVISION.

Alliance shall provide competent supervision for the performance of the Work and shall be responsible to the Owner for the negligent acts or omissions of parties or entities performing portions of the Work for or on behalf of Alliance or any of its Subcontractors (as defined below). Alliance shall permit only skilled persons to perform the Work and shall enforce safety procedures.

2.6 ALLIANCE'S REPRESENTATIVE.

Alliance's authorized representative is _____ ("Alliance's Representative"). Alliance's Representative shall possess full authority to receive instructions from the Owner and to act on those instructions. Alliance shall notify the Owner of a change in the designation of Alliance's Representative.

2.7 WORKMANSHIP.

The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

2.8 TESTS AND INSPECTIONS.

Alliance shall be notified by Owner of all desired tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or Project, and Alliance shall arrange for the procedures. The Owner shall bear all expenses associated with tests, inspections and approvals and which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by the Owner.

2.9 WARRANTY.

- (a) If, prior to Substantial Completion (as defined below) and within one (1) year after the date of Substantial Completion, any Work that is not in conformance with the Contract Documents ("Defective Work") is found, the Owner shall promptly notify Alliance in writing of the specific Defective Work. Unless the Owner provides written acceptance of the condition, Alliance shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one (1) year correction period the Owner discovers and does not promptly notify Alliance or give Alliance an opportunity to test and/or correct Defective Work as reasonably requested by Alliance, the Owner waives Alliance's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work. Any warranty provided for herein is subject to all payments being made by Owner in accordance with this Agreement.
- (b) Alliance shall obtain from its Subcontractors and any person or entity retained by Alliance to provide material and/or equipment for the Work ("Material Suppliers") any special or extended warranties required by the Contract Documents. Alliance's liability for such

warranties shall be limited to the one (1) year correction period referred to in this Subsection 2.9. After that period, Alliance shall assign them to the Owner.

- (c) **EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALLIANCE MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND ALLIANCE EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

2.10 SAFETY OF PERSONS AND PROPERTY.

Alliance shall have overall responsibility for safety in the performance of the Work performed by Alliance and those under its direct control. While this Subsection 2.10 establishes the responsibility for safety between the Owner and Alliance, it does not relieve Owner or Others of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of applicable laws and regulations.

2.11 HAZARDOUS MATERIALS.

- (a) A "Hazardous Material" is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or cleanup. Alliance shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner, at Owner's sole expense, as certified by an independent testing laboratory and approved by the appropriate government agency.
- (b) If after the commencement of the Work, Hazardous Material is discovered at the Worksite, Alliance shall be entitled to immediately stop Work in the affected area. Alliance shall report the condition to the Owner, and, if required, the government agency with jurisdiction. Alliance shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.
- (c) The Owner, at Owner's sole expense, shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effects upon the Work. Alliance shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.
- (d) If Alliance incurs additional costs and/or is delayed due to the presence or remediation of Hazardous Material, Alliance shall be entitled to an equitable adjustment in the Contract Price (as defined below) and/or the Contract Time (as defined below).
- (e) To the extent not caused by the gross negligent acts or omissions of Alliance and its Subcontractors, and the agents, officers, directors and employees of each of them, the Owner shall defend, indemnify and hold harmless Alliance and its Subcontractors, and the agents, officers, directors and employees of each of them, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorney's fees, as well as any costs and expenses arising out of or relating to the performance of the Work in any area affected by Hazardous Material. To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the Owner.
- (f) Materials Brought to the Worksite.
 - (i) Alliance shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Alliance in accordance with the Contract Documents and used or consumed in the performance of the Work.
 - (ii) To the extent not caused by the negligent acts or omissions of the Owner, its agents, officers, directors and employees, or any party invited to the Worksite by Owner, Alliance shall defend, indemnify and hold harmless the Owner, its agents, officers, directors and employees, from and against any and all direct claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, as well as costs and expenses arising out of or relating to the delivery, handling, application, storage, removal and disposal of all materials and

substances brought to the Worksite by Alliance in accordance with the Contract Documents.

- (g) The terms of this Subsection 2.11 shall survive the completion of the Work and/or any termination of this Agreement.

2.12 PERMITS AND TAXES.

Alliance shall give public authorities all notices required by law and shall obtain and pay for the following permits, licenses and renewals pertaining to the Work: local building permits, licenses, approvals and the State Department of Safety and Professional Services conditional approval, if required. Alliance shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Alliance. The Contract Price and/or Contract Time shall be equitably adjusted by Change Order for additional costs or time resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Agreement, including increased taxes. If in accordance with the Owner's direction, Alliance claims an exemption for taxes, the Owner shall defend, indemnify and hold Alliance harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expense or cost incurred by Alliance as a result of any such action.

2.13 SUBSTITUTE MATERIALS AND EQUIPMENT.

If materials or equipment specified herein become unavailable subsequent to the execution of the Agreement through causes beyond the control and without the fault of Alliance, the Contract Time and Contract Price shall be equitably extended and/or increased by Change Order. If the required materials become unavailable, Alliance is required to substitute materials or equipment with materials or equipment of similar quality and the difference in cost of the substituted material will be credited or charged to the Owner.

2.14 CLEANING UP.

Alliance shall regularly remove debris and waste materials at the Worksite resulting from the Work. At the completion of the Work, Alliance shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials and debris.

2.15 UTILITIES.

Alliance shall provide sanitary facilities for its employees and Subcontractors during performance of the Work.

3. OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Work.

3.2 FINANCIAL INFORMATION.

Prior to commencement of the Work and thereafter at the written request of Alliance, the Owner shall provide Alliance with evidence of Project financing acceptable to Alliance, in Alliance's sole discretion. Evidence of such financing shall be a condition precedent to Alliance's commencing or continuing the Work. Alliance shall be notified prior to any material change in Project financing.

3.3 WORKSITE INFORMATION.

Alliance is entitled to rely on Worksite information furnished by the Owner pursuant to this Section 3. The Owner shall provide at the Owner's expense and with reasonable promptness the following Worksite information:

- (a) information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, soil and subsurface conditions and environmental studies, reports and investigations;
- (b) tests, inspections and other reports dealing with environmental matters, Hazardous Materials and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and
- (c) any other information or services requested in writing by Alliance which are relevant to Alliance's performance of the Work and under the Owner's control.

The information required by this Section shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and

private information, subsurface and soil information, grades, contours and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Alliance in laying out the Work.

3.4 BUILDING PERMIT, FEES AND APPROVALS.

Except for those permits and fees related to the Work which are the responsibility of Alliance, the Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including, but not limited to, all surface water drainage plans and permits.

3.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION.

Within seven (7) days after receiving Alliance's written request, the Owner shall provide Alliance with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

3.6 OWNER'S REPRESENTATIVE.

The Owner's authorized representative is _____ ("Owner's Representative"). The Owner's Representative shall be fully acquainted with the Project and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall immediately notify Alliance in writing.

3.7 OWNER'S CUTTING, PATCHING AND ALTERING.

Cutting, patching or altering the Work by the Owner or Others shall be done only with the prior written approval of Alliance, which approval shall not be unreasonably withheld.

3.8 MATERIALS FURNISHED BY THE OWNER OR OTHERS.

In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it shall be the responsibility of the Owner or Others to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Owner shall be the responsibility of the Owner and may not be deducted from any amounts due or to become due to Alliance. If Alliance is responsible for installation of the equipment or materials furnished by Owner or Others, then any defects discovered by Alliance in such materials or equipment shall be reported to the Owner. Following receipt of written notice from Alliance of defects, the Owner shall promptly inform Alliance what action, if any, Alliance shall take with regard to the defects. Under no circumstances, however, shall Alliance be liable for any damages resulting from materials or equipment furnished by Owner or Others.

3.9 INSPECTION OF WORK.

The Owner and/or Owner's Representative shall exercise all reasonable diligence in inspecting, discovering and reporting to Alliance as the Work progresses, all materials and labor which are not satisfactory to the Owner, so as to avoid unnecessary trouble and cost in correcting any defective materials or workmanship; otherwise any objection thereto shall be deemed to have been waived.

3.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK.

With regard to damage or loss attributable to the acts or omissions of the Owner or Others and not to Alliance, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss. If Alliance incurs additional costs and/or is delayed due to such loss or damage, Alliance shall be entitled to an equitable adjustment, as determined by Alliance, in the Contract Price and/or Contract Time.

3.11 CONCRETE.

Owner acknowledges that shrinkage cracks are caused by the natural curing of concrete and may occur at the Project. Some concrete mixes will crack more than others and cracking may be more pronounced if concrete dries too quickly. This is common in hot weather. Overwatering the concrete or allowing it to freeze before it cures will also increase cracking. A twenty (20) foot long wall might shrink one eighth (1/8) of an inch as it cures. There are no structural implications to shrinkage cracks. Shrinkage cracks are common with poured concrete foundation walls and floors. Cracks usually occur early in the life of the building when the concrete is still curing. While concrete cures for a number of years after its poured, the majority of the curing takes place early on. Shrinkage cracks usually show up within the first year. The most common foundation wall

shrinkage cracks are vertical or diagonal. The bottom part of the foundation is restrained by the footing and is less likely to open up due to shrinkage cracking. Shrinkage cracks typically do not extend into footings or into the structure above. They are not reflective of movement of the overall building, simply movement of the foundation component. Shrinkage cracks do not necessarily have corresponding cracks elsewhere in the building. Cracks due to differential settlement usually do have corresponding cracks in two (2) different locations. Shrinkage cracks are usually relatively small, less than one eighth (1/8) inch in width.

3.12 UTILITIES.

Owner shall pay all utilities, temporary or permanent, including, but not limited to, electrical power, phone and data lines during the Project.

4. SUBCONTRACTS

4.1 SUBCONTRACTORS.

The Work not performed by Alliance with its own workforce shall be performed by a person or entity retained by Alliance as an independent contractor to provide the labor, materials, equipment and/or services necessary to complete a specific portion of the Work ("Subcontractors").

4.2 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.

- (a) If this Agreement is terminated, each subcontract agreement shall be assigned by Alliance to the Owner, provided that: (i) this Agreement is terminated by the Owner pursuant to Subsection 10.2; and (ii) the Owner accepts such assignment after termination by notifying the Subcontractor and Alliance in writing.
- (b) If the Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive days, following termination, if appropriate, the Subcontractor's compensation shall be equitably adjusted as a result of the suspension.

4 CONTRACT TIME

5.1 PERFORMANCE OF THE WORK.

- (a) Date of Commencement. The Date of Commencement is the later to occur of either (i) the date of this Agreement as first written on Page 1 or (ii) the effective date of Owner's insurance that is required to be provided by the Owner, unless otherwise set forth below or in the Proposal.
- (b) Time. Alliance shall use its best efforts to complete the Work in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended ("Substantial Completion") in _____ (_____) days from the Date of Commencement ("Contract Time").

5.2 SCHEDULE OF THE WORK.

- (a) Alliance shall provide to Owner a "Schedule of the Work" that specifies the dates on which Alliance plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner. Alliance shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.
- (b) Alliance may make reasonable changes in the sequence of Work at any time during the performance of the Work in order to facilitate the performance of work.

5.3 DELAYS AND EXTENSIONS OF TIME.

- (a) If Alliance is delayed at any time in the commencement or progress of the Work by any cause beyond its control, Alliance shall be entitled to an equitable extension, as determined by Alliance, of the Contract Time. In addition, if Alliance incurs additional costs as a result of such delay, Alliance shall be entitled to an equitable adjustment, as determined by Alliance, in the Contract Price. Examples of causes beyond the control of Alliance include, but are not limited to, the following: acts or omissions of the Owner; changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work; labor disputes not involving Alliance; fire; acts of God; unusual transportation delays; acts or omissions of governmental agencies; unavoidable accidents or circumstances; encountering Hazardous Materials; adverse weather conditions; concealed or unknown conditions; or delay authorized by the Owner pending dispute resolution and suspension by the Owner under Subsection 10.1. Alliance shall process any requests for equitable extensions of Contract Time and/or equitable adjustments in the Contract Price in accordance with the provisions of Section 7.

- (b) Alliance shall be entitled to an adjustment of the Contract Time for the Project due to events or circumstances arising out of the 2019 coronavirus pandemic (referred to herein as "COVID-19") such as supply chain disruption and shortages, Alliance's compliance with any and all orders, directives and guidance concerning COVID-19 issued by public bodies with jurisdiction over the Work, and other similar COVID-19 related events or circumstances beyond the Alliance's control. Prior to requesting an extension of the Contract Time for events or circumstances arising out of COVID-19, Alliance will consult with Owner to determine if other options exist to address the impact of COVID-19 on the Contract Time. Upon mutual agreement after such consultation, the parties may enter into a Change Order to adjust the Contract Time or Contract Price or both. If the parties are unable to reach a mutual agreement after such consultation, the Contract Price shall be modified in a reasonable amount, or Contract Time shall be extended for a reasonable length of time.

5 CONTRACT PRICE (LUMP SUM)

6.1 CONTRACT PRICE.

As full compensation for performance by Alliance of the Work in conformance with the Contract Documents, the Owner shall pay Alliance the lump sum price set out in the Proposal ("Contract Price"), which shall be subject to increase or decrease as provided in this Agreement or the Contract Documents.

6.2 SCHEDULE OF VALUES.

After the execution of this Agreement, Alliance shall prepare and submit to the Owner, if requested, a schedule of values apportioned to the various divisions of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values shall be assigned a value such that the total of all items shall equal the Contract Price.

6.3 ALLOWANCES.

All allowances stated in the Contract Documents shall be included in the Contract Price. While the Owner may direct the amounts of, and particular Material Suppliers or Subcontractors for, specific allowance items, if Alliance reasonably objects to a Material Supplier or Subcontractor, it shall not be required to contract with them. The Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances are estimates of the costs of certain materials, supplies and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading, and handling at the Worksite, and labor and installation. Upon final design and selection of materials by Owner, the Contract Price will increase or decrease dollar for dollar in addition to the markup rates stated for the change orders for any amount over the allowance and Contract Time increased as deemed necessary by Alliance.

6 CHANGES

7.1 GENERALLY.

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by a written order signed by the Owner and Alliance after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price and/or Contract Time, unless the right to change the Contract Price or Contract Time is reserved to Alliance ("Change Order").

7.2 CHANGE ORDER.

Alliance may request and/or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price and/or the Contract Time. All such changes in the Work that affect Contract Time and/or Contract Price shall be formalized in a Change Order. Any such requests for a change in the Contract Price and/or the Contract Time shall be processed in accordance with this Section 7. Unless the adjustment is reserved to Alliance, the Owner and Alliance shall negotiate in good faith an appropriate adjustment to the Contract Price and/or the Contract Time. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld.

7.3 DETERMINATION OF COST.

Unless otherwise stated herein, an increase or decrease in the Contract Price and/or the Contract Time resulting from a change in the Work shall be determined by: (a) changes in scope that affect material and subcontract cost will be calculated at cost plus 10%. (b) changes in scope that affect labor and equipment shall be calculated based on table 7.4. Labor implies field employees and other mandatory or customary compensation of Alliance's employees at its office; general and

administrative expenses of Alliance's office other than the field office; and Alliance's capital expenses, including interest on Alliance's capital employed for the Work; and profit. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or Alliance, then such unit prices shall be equitably adjusted.

7.4 **ALLIANCE 2023 BILLING RATES:**

PERSONNEL	
Principal (CEO / president)	\$150.00 HR
Director of Project Management	\$130.00 HR
Project Manager	\$125.00 HR
Architect	Cost + 10%
Structural Engineer	\$135.00 HR
Architectural Draftsperson	\$90.00 HR
Pre-construction / Estimator	\$100.00 HR
Clerical	\$60.00 HR
Internal Project Coordinator	\$75.00 HR
Safety Coordinator	COST + 10%
Project Accountant	\$60.00 HR
Site Superintendent	\$115.00 HR
Job Foreman	\$90.00 HR
Skilled Trades Worker/ Journeyman	\$75.00 HR
Overtime (over 40 hours in 1 week)	1.5 X LIST RATE
Certified welder	\$125.00 HR
REIMBURSABLE EXPENSES	
Oversize Copies (24" x 36")	\$1.50 / Page
Commercial travel (airline, etc.)	Cost + 10%
Fax	\$.75 / Page
Meals & Lodging	Cost + 10%
Mileage (Car or Light Duty Truck)	\$.65/ Mile
Photocopy Charges (B&W) 8.5 x 11	\$.30 / Image
Photocopy Charges (Color) 8.5 x 11	\$.75 / Image
Photocopy Charges 11 x 17	\$1.50 / Image
Photocopy Charges 24 x 36	\$4.50 / Image
Regulatory Approval Fees	Cost + 10%
Standard Per diem	\$56.00 / Day
EQUIPMENT	
Scissor Lifts (Flat Surface)	\$174.00 / Day \$355.00 / Week \$650.00 / Month
Crane Service	Cost + 10%
Skid Steer (By Machine Hour plus Labor)	\$136.00 / Hour \$546.00 / Day \$1,600.00 / Week
Portable Welder	\$40.00 / Hour \$160.00 / Day \$480.00 / Week
Portable Light Towers	\$200.00 / Hour \$600.00 / Day \$1800.00 / Week
Extended boom lifts (up to 40')	\$427.00 / Day \$1036.00 / Week \$2300.00 / Month
Waste Removal – Dump Trailer Load	\$225 / Per Dump
Waste Removal – Container	Cost + 10%
Generator (5,000 watts or under)	\$75.00 / Day
Generator (5,000 Watts or Over)	Cost + 10%

Air compressor	\$200.00 / Hour \$600.00 / Day \$1800.00 / Week
Insulated Blankets (5' x 25')	\$.75 sq ft/ Day
Semi-Trailers (Standard Length)	\$500.00 / Month
Semi-Trailers (Pup Trailer)	\$400.00
Semi-Trailers (lowboy hauling)	\$120.00 / Hr + Fuel
Extended boom Forklift (8,000#)	\$640.00 / Day \$1599.00 / Week \$3472.00 / Month
Extended boom Forklift (10,000#)	\$1036.00 / Day \$2508.00 / Week \$5212.00 / Month
Metal break	\$20.00 / Hour plus Labor Charge
2" Trash Pump	\$127.00 / Day
3' or larger fan	\$75.00 / Day
3' or smaller fan	\$50.00 / Day
Safety Barricades (Small)	\$.50 / Day
Safety Barricades (Large)	\$4.00 / Day
Sign frame (small)	\$.75 / Day
Sign Frame (Large)	\$1.00 / Day
Masonry chop saw	\$159.00 / Day
Laser levels	\$125.00 / Day
Core Drill	\$100.00 / Day plus Bits
Magnetic Drill	\$60.00 / Day plus Bits
Portable Pressure Washer	\$100.00 / Day
Shop forklift	\$405.00 / Day \$1060.00 / Week
Jobsite Office Trailers (under 35'-0" long)	\$450.00 / Month + Setup Fee
Jobsite office trailers (over 36'-0" long)	\$1500.00 / Month + Setup Fee
150,000 BTU Heaters	\$150.00 / Week
300,000 BTU Heaters	\$210.00 / Week
Industrial Dehumidifier	\$100.00 / Day
Small Tool Use	5% of Labor Billing Rate / Hour
Warehousing Fee	Cost plus (10%)
NOTE: Services and equipment subcontracted or rented will be billed at cost plus contractual markup. Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc. will be charged to the project per the standard equipment rate schedule, which is available upon request.	
This fee schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.	

7 **PAYMENT**

8.1 **DOWN PAYMENT.**

Owner shall pay Alliance upon the execution of this Agreement ten percent (10%) of the Contract Price.

8.2 **PROGRESS PAYMENTS.**

- (a) **Applications.** Alliance shall submit to Owner periodic applications for payment. Alliance's applications for payment shall be itemized. Owner shall pay the amount due on receipt of a submitted payment application and any payment not made within fifteen (15) days of the

date of a payment application shall be late and accrue interest at a one and one half percent (1.5%) per month beginning on the sixteenth (16th) day.

- (b) Stored Materials and Equipment. Applications for payment may include materials, any down payments paid by Alliance and equipment or materials not yet incorporated into the Work but delivered to and suitably stored on-site or off-site including applicable insurance, storage and transportation costs to the Worksite.
- (c) Lien Waivers and Liens.
 - (i) Partial Lien Waivers And Affidavits. If required by the Owner, as a prerequisite for payment, Alliance shall provide partial lien waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the completed Work. Such lien waivers shall be conditional upon payment. In no event shall Alliance be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.
 - (ii) **WISCONSIN CONSTRUCTION LIEN LAW NOTICE. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ALLIANCE HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR AND MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER WILL LIKELY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER'S MORTGAGE LENDER, IF ANY. ALLIANCE AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

8.3 **PAYMENT DELAY.**

If for any reason not the fault of Alliance, Alliance does not receive a progress payment from the Owner within fifteen (15) days after the time such payment is due, then Alliance, upon giving seven (7) days written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Alliance has been received, including interest from the date payment was due in accordance with Subsection 8.6. The Contract Price and Contract Time shall be equitably adjusted, as determined by Alliance, by a Change Order for reasonable cost and delay resulting from shutdown, delay and start up.

8.4 **SUBSTANTIAL COMPLETION.**

- (a) Alliance shall notify the Owner when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by Alliance. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner and Alliance shall promptly compile a "Punch List" of items to be completed or corrected so the Owner may occupy or utilize the Project or designated portion for its intended use. Alliance shall promptly complete all items on the Punch List.
- (b) When Substantial Completion of the Project or a designated portion is achieved, Alliance shall prepare a "Certificate of Substantial Completion" that shall establish the date of Substantial Completion. The certificate shall also include Punch List items to be completed or corrected and establish the time for their completion or correction.
- (c) Upon acceptance by the Owner of the Certificate of Substantial Completion, the Owner shall pay to Alliance the remaining balance held by the Owner for the Work described in the Certificate of Substantial Completion less a sum equal to the estimated cost of completing or correcting remaining items on that part of the Work and which are included on the Punch List. The Owner shall pay Alliance monthly the amount retained for unfinished Punch List items as each items are completed.

8.5 **FINAL COMPLETION AND FINAL PAYMENT.**

- (a) Upon notification from Alliance that the Work is complete and ready for final inspection and acceptance ("Final Completion"), the Owner shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- (b) Final payment of the balance of the Contract Price shall be made to Alliance within ten (10) days after Alliance has submitted an application for final payment. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Alliance, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted.
- (c) Claims not reserved in writing by the Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

8.6 LATE PAYMENT.

Payments due but unpaid shall bear interest from the date payment is due at the rate of one and one half percent (1.5%) per month.

8 INDEMNITY, INSURANCE, WAIVERS AND BONDS

9.1 INDEMNITY.

- (a) To the fullest extent permitted by law, Alliance shall defend, indemnify and hold the Owner, the Owner's officers, directors, members, consultants, agents and employees and Others harmless from all claims, liabilities, damages, actions, costs and expenses for bodily injury and property damage, other than to the Work itself and other property insured under Subsections 9.3 and 9.4, that may arise from the performance of the Work, but only to the extent of the gross negligent acts or omissions of Alliance, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Alliance shall not be required to defend, indemnify or hold harmless the Owner or Others for any acts, omissions or negligence of the Owner or Others.
- (b) To the fullest extent permitted by law, Owner shall defend, indemnify and hold Alliance harmless, its officers, directors and members, Subcontractors, Material Suppliers or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable against and from all claims, liabilities, damages, actions, costs and expenses (including attorneys' fees), including all such claims, liabilities, damages, costs and expenses (including attorneys' fees) for bodily injury and property damage, other than property insured under Subsection 9.3 and 9.4 that may arise from or may be in any way related to the Project, or the performance of Work on the Project by Owner or Others retained by Owner, to the extent such claims, liabilities, damages, costs and expenses are not due to the gross negligent acts or omissions of Alliance.

9.2 WAIVER OF CONSEQUENTIAL DAMAGES.

The Owner agrees to waive all claims against Alliance for any consequential damages that may arise out of or relate to this Agreement. The Owner agrees to waive damages including, but not limited to, the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, or loss of reputation. The provisions of this Section shall also apply to the termination of this Agreement and shall survive such termination.

9.3 INSURANCE.

- (a) Prior to the start of the Work, Alliance shall procure and maintain in force Commercial General Liability Insurance (CGL), Business Automobile Liability Insurance and Worker's Compensation Insurance. The CGL coverage shall name the Owner as an additional insured. If requested, Alliance shall provide the Owner with certificates of the insurance coverage required. Business Automobile Liability and CGL coverages required under this Subsection 9.3(a) may be arranged under separate policies for the full limits required or by a combination of underlying policies with the balance provided by Excess and/or Umbrella Liability policies. Alliance shall carry the following insurance limits:

Commercial General Liability Insurance:

- Each Occurrence Limit \$1,000,000.00
- General Aggregate \$2,000,000.00
- Products/Completed Operations Aggregated \$2,000,000.00
- Personal and Advertising Injury Limit \$1,000,000.00

Business Automobile Insurance:

- Bodily Injury
- Property Damage

\$1,000,000.00 Ea Person
\$1,000,000.00 Ea

Occurrence

- (b) Alliance shall maintain in effect all insurance coverage required under Subsection 9.3(a) at Alliance's sole expense with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Alliance fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to Alliance, or terminate this Agreement.
- (c) The policies of insurance required under Subsection 9.3(a) shall contain a provision that the coverages afforded under the policies shall not be cancelled due to nonpayment of premium until at least ten (10) days prior written notice has been given to Owner and that the policies shall not be cancelled (for any reason other than nonpayment of premium) or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

9.4 BUILDER'S RISK/PROPERTY INSURANCE.

- (a) Before the start of Work, the Owner shall obtain and maintain Builder's Risk coverage for the entire Project on a replacement cost basis and Fire and Casualty Insurance. The Builder's Risk Insurance shall also name Alliance, Subcontractors and Material Suppliers as named insured. This insurance shall be written on a builder's risk form or equivalent form to cover all risks of physical loss. Coverage shall also insure against the perils of flood, earth movement, water damage (including hydrostatic pressure), wind, hot and cold testing, if applicable, debris removal, architect/engineering fees, plan, blueprints and specifications coverage, design error, mechanical breakdown, electrical apparatus breakdown, temperature extremes and changes, boiler explosion, loss of revenue, extra expense, expediting expense, excavation, landscaping, ordinance or law and civil authority. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of Alliance, Subcontractors and Material Suppliers. This insurance shall remain in effect until final payment has been made and Owner takes occupancy of the Work. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this Subsection 9.4(a). Prior to commencement of the Work, the Owner shall provide Alliance with a copy of the Builder's Risk policy or its equivalent policy obtained in compliance with this Subsection 9.4(a).
- (b) If the Owner does not intend to purchase the Builder's Risk insurance required by this Agreement, including all of the coverage and deductibles described herein, the Owner shall give written notice to Alliance before the Work is commenced. Alliance may then provide insurance to protect its interests and the interests of the Subcontractors and Material Suppliers, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner. The Owner shall be responsible for all of Alliance's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.
- (c) Owner and Alliance waive all rights against each other and their respective employees, agents, contractors, Subcontractors and Material Suppliers for damages caused by risks covered by the Builder's Risk insurance except such rights as they may have to the proceeds of the insurance and such rights as Alliance may have for the failure of the Owner to obtain and maintain proper insurance in compliance with Subsections 9.4(a) and 9.5.

9.5 OWNER'S OTHER INSURANCE.

- (a) Business Income Insurance. The Owner shall procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss.
- (b) Owner's Liability Insurance. The Owner shall obtain and maintain its own general liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

9 SUSPENSION, NOTICE TO CURE AND TERMINATION OF THE AGREEMENT

10.1 SUSPENSION BY OWNER FOR CONVENIENCE.

Should the Owner order Alliance in writing to suspend, delay, or interrupt the performance of the Work for such period of time as may be determined to be appropriate for the convenience of the

Owner and not due to any act or omission of Alliance or any person or entity for whose acts or omissions Alliance may be liable, then Alliance shall immediately suspend, delay or interrupt that portion of the Work as ordered by the Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

10.2 TERMINATION BY OWNER FOR CONVENIENCE.

- (a) Upon ten (10) days prior written notice to Alliance, the Owner may, without cause, terminate this Agreement. Alliance shall immediately stop the Work upon expiration of the required notice period, follow the Owner's instructions regarding shut down and termination procedures, and strive to minimize any further costs. If the Owner terminates this Agreement pursuant to this Subsection 10.2(a), Alliance shall be paid for the Work performed to date and any proven loss, cost or expense in connection with the Work, including all demobilization costs, plus reasonable overhead and profit on Work not performed.
- (b) If the Owner terminates this Agreement pursuant to Subsection 10.2(a), Alliance shall:
 - (i) execute and deliver to the Owner all papers and take all action required to assign, transfer and vest in the Owner the rights of Alliance to all materials, supplies and equipment for which payment has been made in accordance with the Contract Documents and all subcontracts, orders and commitments which have been made in accordance with the Contract Documents;
 - (ii) exert reasonable effort to reduce to a minimum the Owner's liability for subcontracts, orders and commitments that have not been fulfilled at the time of the termination;
 - (iii) cancel any subcontracts, orders and commitments as the Owner directs; and
 - (iv) sell at prices approved by the Owner any materials, supplies and equipment as the Owner directs, with all proceeds paid or credited to the Owner.
- (c) If the Owner terminates this Agreement pursuant to Subsection 10.2(a), Owner shall defend, indemnify and hold harmless Alliance, its officers, directors and members, Subcontractors and Material Suppliers or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims, liabilities, damages, actions, costs and expenses (including attorneys' fees) that may arise from or may be in any way related to the termination of this Agreement by Owner.

10.3 ALLIANCE'S RIGHT TO TERMINATE.

- (a) Upon seven (7) days written notice to the Owner, Alliance may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Alliance or for any of the following reasons:
 - (i) under court order or order of other governmental authorities having jurisdiction;
 or
 - (ii) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Alliance, materials are not available; or
 - (iii) suspension by Owner for convenience pursuant to Subsection 10.1.
- (b) In addition, upon seven (7) days written notice to the Owner, Alliance may terminate the Agreement if the Owner:
 - (i) fails to furnish reasonable evidence that sufficient funds are available and committed for Subsection 3.2, or
 - (ii) assigns this Agreement over Alliance's reasonable objection, or
 - (iii) fails to pay Alliance in accordance with this Agreement and Alliance has complied with the notice provisions of Subsection 8.3, or
 - (iv) otherwise materially breaches this Agreement.
- (c) Upon termination by Alliance in accordance with Subsection 10.3, Alliance shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit on Work not performed.

10.4 OBLIGATIONS ARISING BEFORE TERMINATION.

Even after termination pursuant to Section 10, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

10 DISPUTE RESOLUTION

11.1 WORK CONTINUANCE AND PAYMENT.

Unless otherwise agreed in writing, Alliance is not required to continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Alliance continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

11.2 INITIAL DISPUTE RESOLUTION.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives, who shall have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, the senior executives of the parties, who shall have the authority to settle the dispute, shall meet within twenty-one (21) days after the dispute first arises. If the dispute is not settled within seven (7) days from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation in accordance with Subsection 11.3.

11.3 MEDIATION.

If the dispute cannot be settled pursuant to Subsection 11.2, the parties shall endeavor to settle the dispute by mediation under the Voluntary Construction Mediation Rules of the American Arbitration Association, before recourse to any other dispute resolution procedures. Once one party files a request for mediation with the other party, the parties agree to conclude such mediation within thirty (30) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered to the other party's representative and the mediator.

11.4 LITIGATION.

If neither direct discussions nor mediation successfully resolve the dispute, the parties agree to litigate any dispute before the Circuit Court of Brown County, Wisconsin.

11.5 MULTIPARTY PROCEEDING.

All parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution procedures.

11.6 COST OF DISPUTE RESOLUTION.

The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution procedure shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process.

11.7 LIEN RIGHTS.

Nothing in this Section 11 shall limit any rights or remedies not expressly waived by Alliance that Alliance may have under lien laws.

11 MISCELLANEOUS PROVISIONS

12.1 Marketing

Under the terms of this agreement, Owner provides ACD the right to utilize project information, pictures, videos and other materials deemed useful for marketing ACD and its' services.

12.2 NON-SOLICITATION.

During the Term of Owner's Agreement with Alliance and for a period of one (1) year thereafter, Owner shall not, without the prior written consent of Alliance, solicit, or attempt to solicit, an Alliance employee to leave his/her employment with Alliance and begin employment with Owner, nor shall Owner initiate any contact with an Alliance employee for the purposes of discussing future employment with Owner.

12.3 MUTUAL NON DISPARAGEMENT.

Unless required by law, the parties to this Agreement agree not to disparage one another, directly or indirectly, to any third party in any way, in any media, including by oral, written, gestures and electronic means or methods, including, but not limited to, any and all statements and/or comments relating in any way to the other parties' character, integrity, honesty, lawful behavior, confidence, expertise, source of business, clients, personal history, business history, any other business or personal matter. The parties acknowledge and agree that this non disparagement agreement is negotiated for and a material inducement to each of the parties to enter into this Agreement and shall survive termination of this Agreement.

12.4 ASSIGNMENT.

Neither the Owner nor Alliance shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds and except that the Owner may

assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Alliance or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Alliance than this Agreement. In the event of such assignment, Alliance shall execute any consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective partners, successors, assigns and legal representatives.

12.5 MOLD.

Alliance is not liable for loss caused directly or indirectly by stachybotrys chartarum, also known as mold.

12.6 GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Wisconsin.

12.7 SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12.8 NO WAIVER OF PERFORMANCE.

The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

12.9 TITLES.

The titles given to the sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

12.10 INTERPRETATION.

The parties expressly agree that this Agreement was jointly drafted and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

12.11 RIGHTS AND REMEDIES.

The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

12.12 PRECEDENCE.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement with the Proposal; (c) the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner pursuant to Section 3; and (f) other documents listed in this Agreement. Among all the Contract Documents, the term or provision that is most specific or includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered to be a conflict or inconsistency.

12.13 NOTICES.

All notices required by this Agreement shall be given to the parties at the addresses set forth above and shall be deemed to have been duly given on the date of delivery, if delivered by hand, on the date mailed, if mailed by certified or registered mail, return receipt requested, postage prepaid, or on the date of mailing, if sent via electronic mail, read receipt requested.

12.14 SUCCESSORS.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and personal representatives.

12.15 COUNTERPARTS.

This Agreement may be executed in counterparts, all of which shall constitute the same agreement. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

REVISED 3-1-2023



Agenda Item Review

Meeting Date: October 27, 2025
Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consider Cancel November 10th Town Board Meeting in lieu of Nov 17th Budget mtg**

FISCAL IMPACT:

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

Item History

Due to the home Green Bay Packer game on Monday November 10th, the Town Board set the budget/electors meeting for Monday November 17th.

We'd recommend cancelling the November 10th meeting as a result.

Recommended Action by Town Board

Recommend cancelling November 10th Town Board meeting, will meet the following Monday, November 17th for the budget/electors meeting and any other regular business.