

Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, January 22, 2024
Regular Meeting at 6:30 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 January 8, 2024, Town Board Meeting
7. Consideration of payment of due invoices.
8. Review of Recommendations and Reports from Planning & Zoning Board:
 - a. Consideration of Final Plat Review of Little Rapids Subdivision on Parcel L-2184 by the Town of Lawrence.
 - b. Consideration of Site Plan Review for Building Addition at 1641 Sand Acres Dr, Parcel L-660 by Paradym LLC.
 - c. Consideration to Set a Public Hearing date for Zoning Amendment to re-zone Parcel L-86 from Estate Residential (ER) to Business (B1) and Parcel L-91-1 from Business (B1) to Limited Industrial (L-1) by TSRK Investments LLC.
 - d. Consideration to Set a Public Hearing date for Conditional Use Permit (CUP) in B1 zoning district for Storage Units at 3511 French Road, Parcel L-86 by JN Investment Properties, LLC.
 - e. Consideration to Set a Public Hearing for Creation of Short-Term Rental Ordinance
9. Consideration to Set a Public Hearing for Creation of Hotel, Motel and Room Tax Ordinance
10. Consideration of Quotes for New Pickleball Courts and Resurfacing Basketball Court at Quarry Park
11. Consideration of Resolution 2024-001 – Authorizing and Approving the Sale of Land to Northeast Wisconsin Rugby Foundation, Inc. – Parcel L-2278 – Lawrence Parkway
12. Administrator/Staff Reports
13. Future Agenda Items
14. **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: TID Development, Land Sale*).
15. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
16. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on January 19, 2024,

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

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

Town of Lawrence
Proceedings of the Regular Town Board Meeting
Town Hall, 2400 Shady Court, De Pere WI
Monday, January 8, 2024

1. Call to Order

The meeting was called to order by Chairman Tibaldo at 6:30 p.m.

2. Roll Call

Present In-Person

Chairman: Dr. Lanny Tibaldo

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

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

3. Pledge of Allegiance

4. Approve Agenda

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

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

None.

6. Consider minutes of the December 20, 2023, Town Board Meeting:

Supervisor Frigo made the motion to approve the December 20, 2023, Town Board meeting minutes as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

7. Consideration of payment of due invoices:

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

8. Oath/ Swearing in of new Hobart-Lawrence Police Officers Ryan Peterson and Brock Peters:

Clerk, Cindy Kocken swore in Ryan Peterson and Brock Peters as the new Hobart-Lawrence Police Officers.

9. Consideration of Change Order #2-2023 Water/Sewer Project-Superior Sewer & Water - \$13,525.80 (additional breaker run material and geo fabric for Little Rapids Road backfill and road restoration):

Supervisor Bain made the motion to approve Change Order #2-2023 Water/Sewer Project-Superior Sewer & Water in the amount of \$13,525.80 for additional breaker run material and geo fabric for Little Rapids Road backfill and road restoration as presented. Supervisor Frigo seconded the motion. The motion carried unanimously.

10. Consideration of 2024 Farm Lease on Town Owned Land – N. Van Gheem Farms – L-386-1:

Supervisor Frigo made the motion to approve 2024 Farm Lease on Town Owned Land – N. Van Gheem Farms – L-386-1 as presented. Supervisor Vannieuwenhoven seconded the motion. The motion carried unanimously.

11. Discussion on Future Re-Creation of Town Park/Rec Committee:

With the Comprehensive Plan Update review nearing the end by the Advisory Committee there has been discussion to consider re-creating the Town Park and Rec Committee.

There will be more discussion in the coming months.

12. Update on Ordinance 2024-001 Creating Hotel, Motel, and Room Tax Ordinance – Set Public Hearing:

Supervisor Brienens made the motion to set a public hearing date for February 12, 2024, to consider creating Ordinance 2024-001 Creating Hotel, Motel, and Room Tax Ordinance. Supervisor Bain seconded the motion. The motion carried unanimously.

13. Consideration of Resolution 2024-001 – Authorizing and Approving the Sale of Land to Northeast Wisconsin Rugby Foundation, Inc. – Parcel L-2278 – Lawrence Parkway:

Northeast Wisconsin Rugby Foundation seeks to locate a new facility on Lawrence Parkway/Little Rapids Road, and they have been an integral part of the Town's planning for Lawrence Parkway for several years. Discussion on the Resolution to authorize and approve the sale of land to Northeast Wisconsin Rugby Foundation. No action was taken.

14. Administrator/Staff Reports

Staff reports were given.

15. Future Agenda Items:

- a. Quotes for Pickleball Courts at Quarry Park
- b. Public Hearing on February 12, 2024, for Ordinance 2024-001 Creating Hotel, Motel, and Room Tax Ordinance
- c. Resolution 2024-001 – Authorizing and Approving the Sale of Land to Northeast Wisconsin Rugby Foundation, Inc. – Parcel L-2278 – Lawrence Parkway

16. Closed Session: Supervisor Brienens made the motion to move to closed session at 7:16pm 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: TID Development, general Land Sales*). Supervisor Frigo seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

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

Supervisor Brienens made the motion at 8:01pm to return to regular open session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats. Supervisor Vannieuwenhoven seconded the motion. Roll call vote: Supervisor Brienens, aye; Supervisor Bain, aye; Supervisor Vannieuwenhoven, aye; Supervisor Frigo, aye; Chairman Tibaldo, aye. The motion carried unanimously.

18. Adjourn:

Supervisor Frigo made the motion at 8:02pm 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
BE's Refreshments Inc.								
1157	BE's Refreshments Inc.	466444	Water Town Hall	01/17/2024	25.50	.00		
Total BE's Refreshments Inc.:					25.50	.00		
Bond Trust Services Corp								
977	Bond Trust Services Corp	85856-PA	Agent Fee	01/10/2024	400.00	.00		
977	Bond Trust Services Corp	85857-PA	Agent Fee	01/10/2024	400.00	.00		
Total Bond Trust Services Corp:					800.00	.00		
Brown County Treasurer								
74	Brown County Treasurer	01224	January 15 Tax Settlement for 202	01/22/2024	1,569,153.68	1,569,153.6	01/12/2024	
74	Brown County Treasurer	2024-0000000	Tax Collection & Mailing of Tax Bill	01/15/2024	5,923.58	.00		
Total Brown County Treasurer:					1,575,077.26	1,569,153.6		
Charter Communications								
1150	Charter Communications	230431701010	January FiberServices	01/01/2024	719.00	.00		
Total Charter Communications:					719.00	.00		
Core & Main LP								
200	Core & Main LP	U183182	Fire Dept Supplies	01/05/2024	294.00	.00		
Total Core & Main LP:					294.00	.00		
DePere Greenhouse								
121	DePere Greenhouse	038158	Funeral Flowers	01/12/2024	163.94	.00		
Total DePere Greenhouse:					163.94	.00		
Faith Leak Detection Services, LLC								
1133	Faith Leak Detection Services, LL	001	Service Leak Check - 1200 Shado	01/11/2024	455.00	.00		
1133	Faith Leak Detection Services, LL	002	Service Leak Check - 1795 Grant	01/11/2024	560.00	.00		
1133	Faith Leak Detection Services, LL	003	Service Leak Check - 1550 Quarr	01/11/2024	770.00	.00		
1133	Faith Leak Detection Services, LL	004	Service Leak Check - 2100 & 185	01/11/2024	665.00	.00		
1133	Faith Leak Detection Services, LL	005	Service Leak Check - 1951 Scheu	01/11/2024	1,435.00	.00		
1133	Faith Leak Detection Services, LL	006	Service Leak Check - 3000 Quarr	01/11/2024	1,855.00	.00		
1133	Faith Leak Detection Services, LL	009	Service Leak Check - 1912 Mid V	01/11/2024	210.00	.00		
Total Faith Leak Detection Services, LLC:					5,950.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1070	Electrical Inspection-Blue Reef	01/03/2024	160.60	.00		
Total Fameree Consulting & Inspection:					160.60	.00		
Fisher Concrete Sawing, Inc								
972	Fisher Concrete Sawing, Inc	I2024-01-06	Town Hall Driveway Curb Cut	01/08/2024	746.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Fisher Concrete Sawing, Inc:					746.00	.00		
Fox-Wolf Watershed Authority								
1098	Fox-Wolf Watershed Authority	2024 NEWSC	2024 Membership	01/08/2024	1,290.00	.00		
Total Fox-Wolf Watershed Authority:					1,290.00	.00		
Fred Kolkman Tennis & Sports Surfaces LL								
1164	Fred Kolkman Tennis & Sports Su	24-001	Pickleball & Basketball Court Spe	01/04/2024	6,500.00	.00		
Total Fred Kolkman Tennis & Sports Surfaces LL:					6,500.00	.00		
Gannett Media Corp								
175	Gannett Media Corp	0006089851	Pubilc Hearing Notices	12/31/2023	63.64	.00		
Total Gannett Media Corp:					63.64	.00		
Great Lakes TV-Seal Inc								
190	Great Lakes TV-Seal Inc	22540	Sanitary Sewer Inspection	12/31/2023	5,295.71	.00		
Total Great Lakes TV-Seal Inc:					5,295.71	.00		
Greater Green Bay Chamber Foundation								
8	Greater Green Bay Chamber Fou	207610	Annual Membership Fee	01/11/2024	1,168.00	.00		
Total Greater Green Bay Chamber Foundation:					1,168.00	.00		
ImageTrend								
1169	ImageTrend	PS-INV105478	Annual Service Fee	01/11/2024	3,292.00	.00		
Total ImageTrend:					3,292.00	.00		
Kodiak Excavating Inc								
254	Kodiak Excavating Inc	3428	Yard Waste Disposal	01/09/2024	740.00	.00		
Total Kodiak Excavating Inc:					740.00	.00		
Mail Haus, Inc								
410	Mail Haus, Inc	0181567	Water Billing- Water Fund	12/23/2023	655.16	.00		
410	Mail Haus, Inc	0181567	Water Billing-Sewer Fund	12/23/2023	655.15	.00		
Total Mail Haus, Inc:					1,310.31	.00		
Menards Inc								
286	Menards Inc	25535	Fire Dept Supplies	01/03/2024	46.74	.00		
286	Menards Inc	25580	Fire Department Supplies	01/04/2024	1.94	.00		
286	Menards Inc	26036	Fire Dept Supplies	01/15/2024	89.85	.00		
Total Menards Inc:					138.53	.00		
Midwest Design Homes								
293	Midwest Design Homes	23-06-0024	Contractor Deposit-1057 Nutmeg	01/16/2024	1,000.00	.00		
Total Midwest Design Homes:					1,000.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Midwest Testing LLC								
296	Midwest Testing LLC	6050	Wate Meter Testing	01/09/2024	750.00	.00		
Total Midwest Testing LLC:					750.00	.00		
NAPA								
306	NAPA	404739	Truck Supplies	01/08/2024	468.00	.00		
Total NAPA:					468.00	.00		
Northeast Wisconsin Technical College								
316	Northeast Wisconsin Technical Co	011224	January 15 Tax Settlement for 202	01/12/2024	298,316.80	298,316.80	01/12/2024	
Total Northeast Wisconsin Technical College:					298,316.80	298,316.80		
Packerland Veterinary Center LTD								
518	Packerland Veterinary Center LTD	437910	Stray Animal Intake	01/08/2024	720.00	.00		
Total Packerland Veterinary Center LTD:					720.00	.00		
Penflex Inc								
327	Penflex Inc	2023-681	Program Fee	11/27/2023	1,000.00	.00		
Total Penflex Inc:					1,000.00	.00		
Quill Corporation								
349	Quill Corporation	36405985	Office Supplies-Water Fund	01/02/2024	13.33	.00		
349	Quill Corporation	36405985	Office Supplies-General Fund	01/02/2024	26.66	.00		
349	Quill Corporation	36405985	Office Supplies-Sewer Fund	01/02/2024	13.33	.00		
Total Quill Corporation:					53.32	.00		
R & R Insurance Services, Inc								
1099	R & R Insurance Services, Inc	2956541	Insurance Services	01/02/2024	232.50	.00		
Total R & R Insurance Services, Inc:					232.50	.00		
Rent-A-Flash of WI Inc								
361	Rent-A-Flash of WI Inc	89055	Street Signs	01/08/2024	93.00	.00		
Total Rent-A-Flash of WI Inc:					93.00	.00		
SI Metals & Supply Inc.								
514	SI Metals & Supply Inc.	280704	Air Bottle Rack-FD Supplies	01/04/2024	48.00	.00		
Total SI Metals & Supply Inc.:					48.00	.00		
Smith, Eric								
1168	Smith, Eric	23-08-0026	Contractor Refund - 3193 Crensh	01/10/2024	1,000.00	.00		
Total Smith, Eric:					1,000.00	.00		
Southside Tire Co.								
388	Southside Tire Co.	10309670	Truck #4	01/05/2024	1,911.40	.00		
388	Southside Tire Co.	10310377	Fire #621	01/09/2024	83.75	.00		
388	Southside Tire Co.	10310484	Truck #7	01/16/2024	230.38	.00		
388	Southside Tire Co.	10310515	Truck #8	01/17/2024	80.43	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Southside Tire Co.:					2,305.96	.00		
UBS Financial Services LLC								
434	UBS Financial Services LLC	123123	2023 Fire Dept. Retirement Con	12/31/2023	20,690.80	.00		
Total UBS Financial Services LLC:					20,690.80	.00		
West DePere School District								
458	West DePere School District	011224	January 15 Tax Settlement for 202	01/12/2024	3,261,332.71	3,261,332.7	01/12/2024	
Total West DePere School District:					3,261,332.71	3,261,332.7		
Weyers Equipment Inc								
460	Weyers Equipment Inc	01-202834	Mower Repair	01/05/2024	265.50	.00		
Total Weyers Equipment Inc:					265.50	.00		
Wrightstown School District								
482	Wrightstown School District	011224	January 15 Tax Settlement for 202	01/12/2024	232,335.70	232,335.70	01/12/2024	
Total Wrightstown School District:					232,335.70	232,335.70		
Grand Totals:					5,424,346.78	5,361,138.8		

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIT Business Technologies, LLC								
869	AIT Business Technologies, LLC	47640	Patrick Computer	11/30/2023	1,199.00	1,199.00	01/09/2024	
869	AIT Business Technologies, LLC	47640	IT Services	11/30/2023	1,151.40	1,151.40	01/09/2024	
869	AIT Business Technologies, LLC	47640	IT Services-FD	11/30/2023	67.50	67.50	01/09/2024	
Total AIT Business Technologies, LLC:					2,417.90	2,417.90		
Badger Meter, Inc								
37	Badger Meter, Inc	80148632	Services	12/28/2023	414.82	414.82	01/09/2024	
Total Badger Meter, Inc:					414.82	414.82		
Bear Graphics								
623	Bear Graphics	0930973	Election Supplies	12/27/2023	608.63	608.63	01/09/2024	
623	Bear Graphics	0930974	Election Supplies	12/27/2023	442.75	442.75	01/09/2024	
Total Bear Graphics:					1,051.38	1,051.38		
Brown County Highway Department								
67	Brown County Highway Departme	2023-0000000	EB-39 Cost Share Southbridge C	05/31/2023	65,768.40	65,768.40	01/09/2024	
67	Brown County Highway Departme	2023-0000000	EB-39 Cost Share Southbridge C	06/30/2023	4,212.20	4,212.20	01/09/2024	
67	Brown County Highway Departme	2023-0000000	EB-39 Cost Share Southbridge C	07/31/2023	2,226.22	2,226.22	01/09/2024	
67	Brown County Highway Departme	2023-0000001	EB-39 Cost Share Southbridge C	08/31/2023	9,318.39	9,318.39	01/09/2024	
67	Brown County Highway Departme	2023-0000001	EB-39 Cost Share Southbridge C	09/30/2023	42,046.25	42,046.25	01/09/2024	
67	Brown County Highway Departme	2023-0000002	EB-39 Cost Share Southbridge C	10/31/2023	22,088.32	22,088.32	01/09/2024	
67	Brown County Highway Departme	2023-0000002	EB-39 Cost Share Southbridge C	11/30/2023	15,033.07	15,033.07	01/09/2024	
67	Brown County Highway Departme	2023-0000005	Road Shoulder Work	07/31/2023	3,406.58	3,406.58	01/09/2024	
67	Brown County Highway Departme	2023-0000006	Road Shouldering	08/31/2023	10,532.83	10,532.83	01/09/2024	
Total Brown County Highway Department:					174,632.26	174,632.26		
Brown County Planning & Land Services								
70	Brown County Planning & Land S	2023-0000000	Comprehensive Plan Update	12/31/2023	21,090.00	21,090.00	01/09/2024	
Total Brown County Planning & Land Services:					21,090.00	21,090.00		
Brown County Port & Resource Recovery								
73	Brown County Port & Resource R	56258	Trash Collection	12/31/2023	6,807.05	.00		
73	Brown County Port & Resource R	56258	Recycling	12/31/2023	87.80	.00		
Total Brown County Port & Resource Recovery:					6,894.85	.00		
Central Brown County Water Authority								
93	Central Brown County Water Auth	123123	New Water Meter Connections Jul	12/31/2023	8,466.00	.00		
93	Central Brown County Water Auth	3421	December Billing 2023 True Up	12/31/2023	42,517.18	42,517.18	01/09/2024	
Total Central Brown County Water Authority:					50,983.18	42,517.18		
City of De Pere								
99	City of De Pere	123123	4th Qtr Water Usage	12/31/2023	4,576.59	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total City of De Pere:					4,576.59	.00		
Clean Water Testing LLC								
102	Clean Water Testing LLC	9008292878	Water Testing	12/21/2023	32.00	32.00	01/09/2024	
Total Clean Water Testing LLC:					32.00	32.00		
Compass Minerals America								
509	Compass Minerals America	1237707	Salt	10/23/2023	6,962.27	6,962.27	01/09/2024	
Total Compass Minerals America:					6,962.27	6,962.27		
Core & Main LP								
200	Core & Main LP	S983679	Storm Sewer Repair	12/19/2023	585.00	585.00	01/09/2024	
200	Core & Main LP	U104406	Hydrant repair	12/14/2023	950.00	950.00	01/09/2024	
200	Core & Main LP	U105033	Hydrant repair	12/19/2023	950.00	950.00	01/09/2024	
Total Core & Main LP:					2,485.00	2,485.00		
Cypress Homes								
692	Cypress Homes	23-06-0028	Contractor Deposit Refund-2138	12/21/2023	1,000.00	1,000.00	01/09/2024	
Total Cypress Homes:					1,000.00	1,000.00		
Diggers Hotline								
125	Diggers Hotline	231 2 19551	WF-Locate Service	12/31/2023	54.81	54.81	01/09/2024	
125	Diggers Hotline	231 2 19551	SF-Locate Service	12/31/2023	54.81	54.81	01/09/2024	
Total Diggers Hotline:					109.62	109.62		
Duane's Plumbing Inc								
1028	Duane's Plumbing Inc	100826	Water Sample Valve Installation	12/28/2023	274.50	274.50	01/09/2024	
Total Duane's Plumbing Inc:					274.50	274.50		
Earth Development, Inc								
976	Earth Development, Inc	91701	Snow Removal Round-Abouts	11/30/2023	60.00	60.00	01/09/2024	
Total Earth Development, Inc:					60.00	60.00		
Ehlers and Associates								
688	Ehlers and Associates	96476	Supplemental TID 1 & 2 Reporting	12/31/2023	1,500.00	.00		
688	Ehlers and Associates	96476	Supplemental TID 1 & 2 Reporting	12/31/2023	1,500.00	.00		
Total Ehlers and Associates:					3,000.00	.00		
Fameree Consulting & Inspection								
154	Fameree Consulting & Inspection	1067	Electrical Inspection	12/21/2023	215.15	215.15	01/09/2024	
Total Fameree Consulting & Inspection:					215.15	215.15		
GFL Environmental								
1015	GFL Environmental	U60000188060	Recycling Pick Up	12/20/2023	7,470.33	7,470.33	01/09/2024	
1015	GFL Environmental	U60000188060	Trash Pick Up	12/20/2023	12,352.78	12,352.78	01/09/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GFL Environmental:					19,823.11	19,823.11		
Green Bay Metropolitan Sewage District								
192	Green Bay Metropolitan Sewage	2247	Services for December	12/31/2023	61,250.80	.00		
Total Green Bay Metropolitan Sewage District:					61,250.80	.00		
Integrity Home Builders								
1001	Integrity Home Builders	23-06-0031	Contractor Deposit Refund-1564	12/21/2023	1,000.00	1,000.00	01/09/2024	
Total Integrity Home Builders:					1,000.00	1,000.00		
Kocken Bros Trucking & Excavating								
253	Kocken Bros Trucking & Excavati	123123	Town Hall Parking Lot	12/31/2023	28,773.00	28,773.00	01/09/2024	
Total Kocken Bros Trucking & Excavating:					28,773.00	28,773.00		
McMahon Associates, Inc.								
285	McMahon Associates, Inc.	00933566	Mahogany Condo Pond Project	12/31/2023	3,521.64	.00		
285	McMahon Associates, Inc.	00933567	Parkway South Pond	12/31/2023	3,124.50	.00		
285	McMahon Associates, Inc.	00933660	Illicit Discharge	12/31/2023	540.40	.00		
Total McMahon Associates, Inc.:					7,186.54	.00		
Menards Inc								
286	Menards Inc	25000	Public Works Supplies	12/19/2023	7.96	7.96	01/09/2024	
286	Menards Inc	25080	Roads	12/20/2023	254.32	254.32	01/09/2024	
286	Menards Inc	25080	Temp Mailboxes - Water/Sewer E	12/20/2023	115.19	115.19	01/09/2024	
Total Menards Inc:					377.47	377.47		
Mid Vallee Golf Course Inc.								
290	Mid Vallee Golf Course Inc.	91	Fire Department Christmas Party	12/09/2023	2,268.44	2,268.44	01/09/2024	
Total Mid Vallee Golf Course Inc.:					2,268.44	2,268.44		
Public Service Commission of WI								
939	Public Service Commission of WI	2312-I-03095	Mystic Creek PSC Review	12/31/2023	389.69	.00		
Total Public Service Commission of WI:					389.69	.00		
Quill Corporation								
349	Quill Corporation	36218415	Office Supplies-General Fund	12/16/2023	15.00	15.00	01/09/2024	
349	Quill Corporation	36218415	Office Supplies-Water Fund	12/16/2023	7.50	7.50	01/09/2024	
349	Quill Corporation	36218415	Office Supplies-Sewer Fund	12/16/2023	7.49	7.49	01/09/2024	
Total Quill Corporation:					29.99	29.99		
Rennert's Fire Equipment Servi, Inc								
360	Rennert's Fire Equipment Servi, In	1722	Fire Truck Maintenance	12/20/2023	279.69	279.69	01/09/2024	
Total Rennert's Fire Equipment Servi, Inc:					279.69	279.69		
Rhyme Business Products								
10	Rhyme Business Products	35574421	Copier Lease Payment -GF	12/25/2023	126.48	126.48	01/09/2024	
10	Rhyme Business Products	35574421	Copier Lease Payment-WF	12/25/2023	63.24	63.24	01/09/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
10	Rhyme Business Products	35574421	Copier Lease Payment-SF	12/25/2023	63.24	63.24	01/09/2024	
Total Rhyme Business Products:					252.96	252.96		
Ruechel, Brian C.								
1012	Ruechel, Brian C.	123123	Financial Consultant	12/23/2023	2,126.25	2,126.25	01/09/2024	
Total Ruechel, Brian C.:					2,126.25	2,126.25		
Southside Tire Co.								
388	Southside Tire Co.	10310012	Truck #5	12/26/2023	115.45	115.45	01/09/2024	
Total Southside Tire Co.:					115.45	115.45		
TDS Metrocom								
405	TDS Metrocom	9203369193-11	Telephone Service- GF	11/10/2023	82.55	82.55	01/09/2024	
405	TDS Metrocom	9203369193-11	Telephone Service - WF	11/10/2023	41.27	41.27	01/09/2024	
405	TDS Metrocom	9203369193-11	Telephone Service-SF	11/10/2023	41.27	41.27	01/09/2024	
Total TDS Metrocom:					165.09	165.09		
Village of Ashwaubenon								
448	Village of Ashwaubenon	7754	4th Qtr Water Usage	12/31/2023	162.61	162.61	01/09/2024	
Total Village of Ashwaubenon:					162.61	162.61		
Village of Hobart								
450	Village of Hobart	123123	Grants	12/31/2023	329.20-	.00		
450	Village of Hobart	123123	Law & Ordinance Violations	12/31/2023	2,217.53-	.00		
450	Village of Hobart	123123	Insurance Reimbursement	12/31/2023	91.38	.00		
450	Village of Hobart	123123	Judge Salary	12/31/2023	233.34	.00		
450	Village of Hobart	123123	Court Clerk Wages	12/31/2023	1,286.54	.00		
450	Village of Hobart	123123	Court Clerk Payroll Tax	12/31/2023	116.27	.00		
450	Village of Hobart	123123	Court Clerk Retirement	12/31/2023	87.48	.00		
450	Village of Hobart	123123	Court Health/Dental/Life/WC	12/31/2023	2.02	.00		
450	Village of Hobart	123123	Municipal Attorney	12/31/2023	807.33	.00		
450	Village of Hobart	123123	Court Supplies	12/31/2023	101.40	.00		
450	Village of Hobart	123123	Police/Admin Salaries	12/31/2023	51,019.39	.00		
450	Village of Hobart	123123	Police/Adm Payroll Taxes	12/31/2023	3,774.00	.00		
450	Village of Hobart	123123	Police Retirement Expense	12/31/2023	6,424.36	.00		
450	Village of Hobart	123123	Health, Dental, Life, Wrk comp	12/31/2023	5,752.54	.00		
450	Village of Hobart	123123	Telephone/Cell/Radios	12/31/2023	1,416.94	.00		
450	Village of Hobart	123123	Police Vehicle Maintenance	12/31/2023	1,333.20	.00		
450	Village of Hobart	123123	Police Supplies	12/31/2023	761.97	.00		
450	Village of Hobart	123123	Blood Draws	12/31/2023	44.70	.00		
450	Village of Hobart	123123	Police Fuel Expenses	12/31/2023	1,231.09	.00		
450	Village of Hobart	123123	Police Uniforms	12/31/2023	503.64	.00		
450	Village of Hobart	123123	Police Capital Equipment	12/31/2023	5,230.31	.00		
450	Village of Hobart	123123	Police Vehicle Lease	12/31/2023	985.08	.00		
450	Village of Hobart	123123	Background Checks	12/31/2023	23.73	.00		
450	Village of Hobart	123123	Police Seminars/Conf/Training	12/31/2023	599.59	.00		
Total Village of Hobart:					79,279.57	.00		
Wagner, Colin								
550	Wagner, Colin	23-07-0005	Contractor Deposit Refund - 1085	12/21/2023	1,000.00	1,000.00	01/09/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Wagner, Colin:					1,000.00	1,000.00		
Wil-Kil Pest Control								
801	Wil-Kil Pest Control	4786969	Services 2400 Shady Ct	12/28/2023	63.30	.00		
Total Wil-Kil Pest Control:					63.30	.00		
Grand Totals:					480,743.48	309,636.14		

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: 1/22/2024

Agenda Item#: 8

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

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

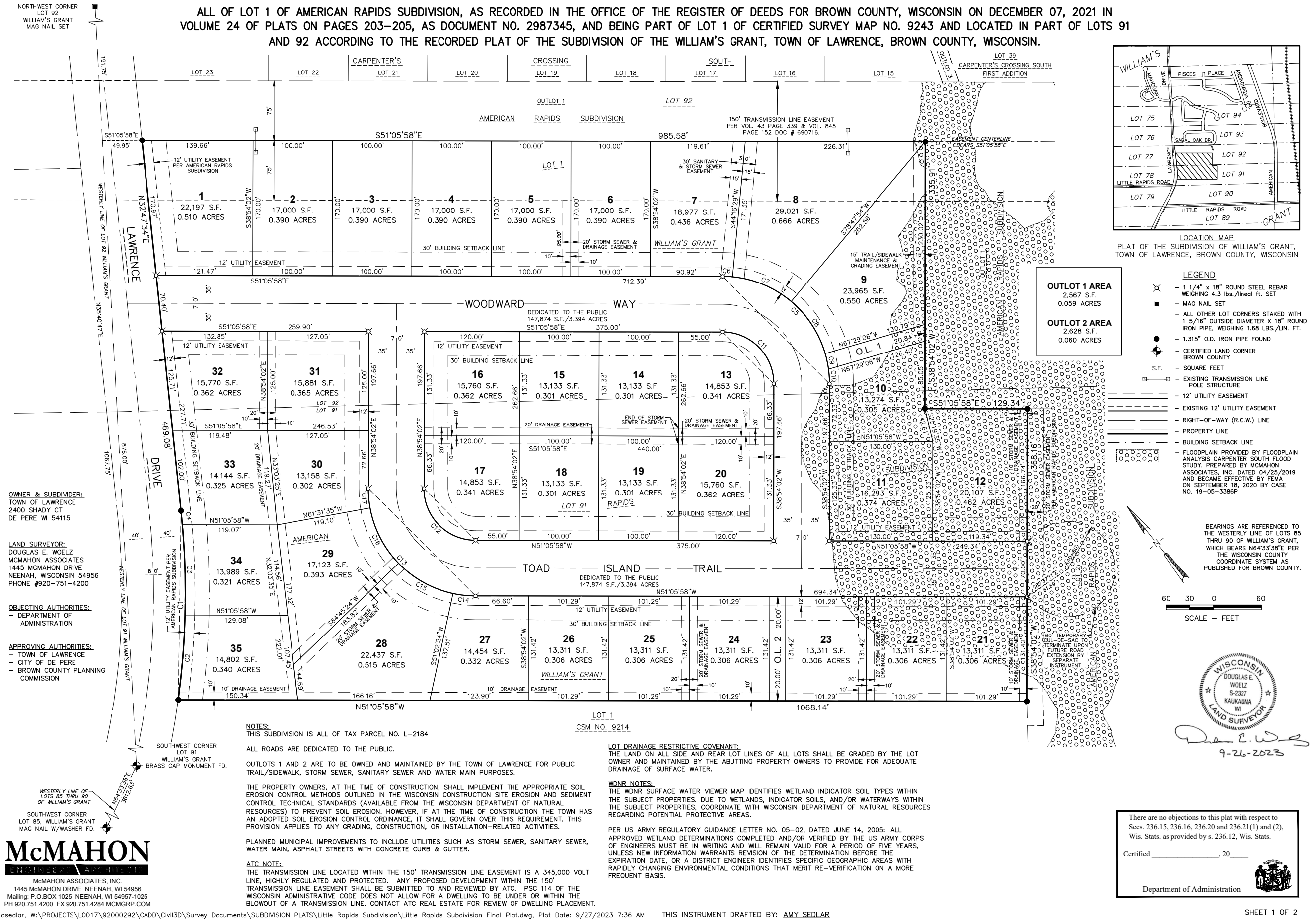
8. Review of Recommendations and Reports from Planning & Zoning Board:
- Consideration of Final Plat Review of Little Rapids Subdivision on Parcel L-2184 by the Town of Lawrence.
 - 35 lot subdivision
 - No changes since preliminary plat
 - Lots 1-9 zoned as R-2 lots, Lots 10-35 R-1 SF lots
 - All lots meet R-1 requirements (100' min. width and 12,000 SF min area)
 - Future park on one of these lots? Future discussion
 - PZ recommends approval with unanimous vote on 12/13/23
 - Consideration of Site Plan Review for Building Addition at 1641 Sand Acres Dr, Parcel L-660 by Paradym LLC.
 - 1125 SF addition proposed for Elite Group. Exterior finishes will match existing building. Utilities and easements will be moved as required by WPS. Addition complies with current setbacks of 30' front and 15' side setbacks. HOWEVER, the original plat noted 35' front building setback. It should be noted in any motion to approve the site plan that the proposed plan complies with current ordinance/setback requirements. 1/10/24 PZ voted unanimously to recommend approval, with statement regarding setbacks. Staff recommends approval.
 - Consideration to Set a Public Hearing date for Zoning Amendment to re-zone Parcel L-86 from Estate Residential (ER) to Business (B1) and Parcel L-91-1 from Business (B1) to Limited Industrial (L-1) by TSRK Investments LLC.
 - Each of these parcels is approx. 2 acres in size, fronting on French Rd./I-41. These 2 lots were created by CSM in 2000. They were not part of the Granite Rock Industrial Park, but adjacent to it. These 2 parcels were not rezoned at the time of the CSM. Our future land use map, along with the adjacent industrial park would support the zoning change to business/commercial use. Lot L-91-1 would rezone to L-1 for a future/unknown use which we do not have an

application for. L-86 would rezone to B-1 for a future use which we are reviewing. A CUP would also be needed for storage/warehouse use. Storage/warehouse use would be allowed without a CUP in L-1 zoning but would leave the parcel vulnerable to other future uses. The CUP would allow for conditions to be placed on the project plans. The L-1 and B-1 zonings seem to make sense compared to the existing zoning on the parcels. Staff supports the recommendation to rezone as listed. PZ voted unanimously to recommend approval of the rezoning as requested.

- SET PUBLIC HEARING FOR 2/12/24
- Consideration to Set a Public Hearing date for Conditional Use Permit (CUP) in B1 zoning district for Storage Units at 3511 French Road, Parcel L-86 by JN Investment Properties, LLC.
 - A CUP allows for conditions to be placed on the property will allowing B-1 zoning setbacks to be enforced. Conditions such as masonry facing the highway, no outdoor storage, lighting, signage, should be discussed.
 - Staff supports the recommendation for approval of A CUP with proper conditions.
 - PZ voted unanimously to recommend approval pending conditions placed by the Town Board.
 - SET PUBLIC HEARING for 2/12/24
- Consideration to Set a Public Hearing date to Create Short-Term Rental Ordinance.
 - Public Hearing to adopt Short-term rental ordinance to be scheduled for 2/26/24

LITTLE RAPIDS SUBDIVISION

ALL OF LOT 1 OF AMERICAN RAPIDS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN ON DECEMBER 07, 2021 IN VOLUME 24 OF PLATS ON PAGES 203-205, AS DOCUMENT NO. 2987345, AND BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9243 AND LOCATED IN PART OF LOTS 91 AND 92 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.



LITTLE RAPIDS SUBDIVISION

ALL OF LOT 1 OF AMERICAN RAPIDS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BROWN COUNTY, WISCONSIN ON DECEMBER 07, 2021 IN VOLUME 24 OF PLATS ON PAGES 203–205, AS DOCUMENT NO. 2987345, AND BEING PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 9243 AND LOCATED IN PART OF LOTS 91 AND 92 ACCORDING TO THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–2327, certify that I have surveyed, divided and mapped all of Lot 1 of American Rapids Subdivision, as recorded in the office of the Register of Deeds for Brown County, Wisconsin on December 07, 2021 in Volume 24 of Plats on Pages 203–205, as Document No. 2987345, and being part of Lot 1 of Certified Survey Map No. 9243 and located in part of Lots 91 and 92 according to the recorded plat of The Subdivision of the William's Grant, Town of Lawrence, Brown County, Wisconsin containing 717,285 square feet (16.467 acres) of land more or less.

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

Dated this 26th day of September, 2023

Douglas E. Woelz, PLS–2327

Wisconsin Professional Land Surveyor



OWNER CERTIFICATE DEDICATION

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

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

Dated this ____ day of _____, 20____.

Dr. Lanny J. Tibaldo,
Town Chairperson

Cindy Kocken
Town Clerk

State of Wisconsin))ss
_____ County)

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

Notary Public

_____ County, _____

My commission expires _____

TOWN OF LAWRENCE APPROVAL

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

Town Chairperson – Dr. Lanny J. Tibaldo Date

STATE OF WISCONSIN

)ss

COUNTY OF BROWN

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

Dated _____ Clerk – Cindy Kocken

CERTIFICATE OF TREASURERS

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

Town Treasurer Date
Cindy Kocken

CERTIFICATE OF TREASURERS

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

County Treasurer Date
Paul D. Zeller

CITY OF DE PERE APPROVAL

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

Carey E. Danen, City Clerk Date

BROWN COUNTY PLANNING COMMISSION APPROVAL

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

Karl Mueller, Senior Planner
Brown County Planning Commission

UTILITY EASEMENT PROVISIONS:

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

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

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

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

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

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

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

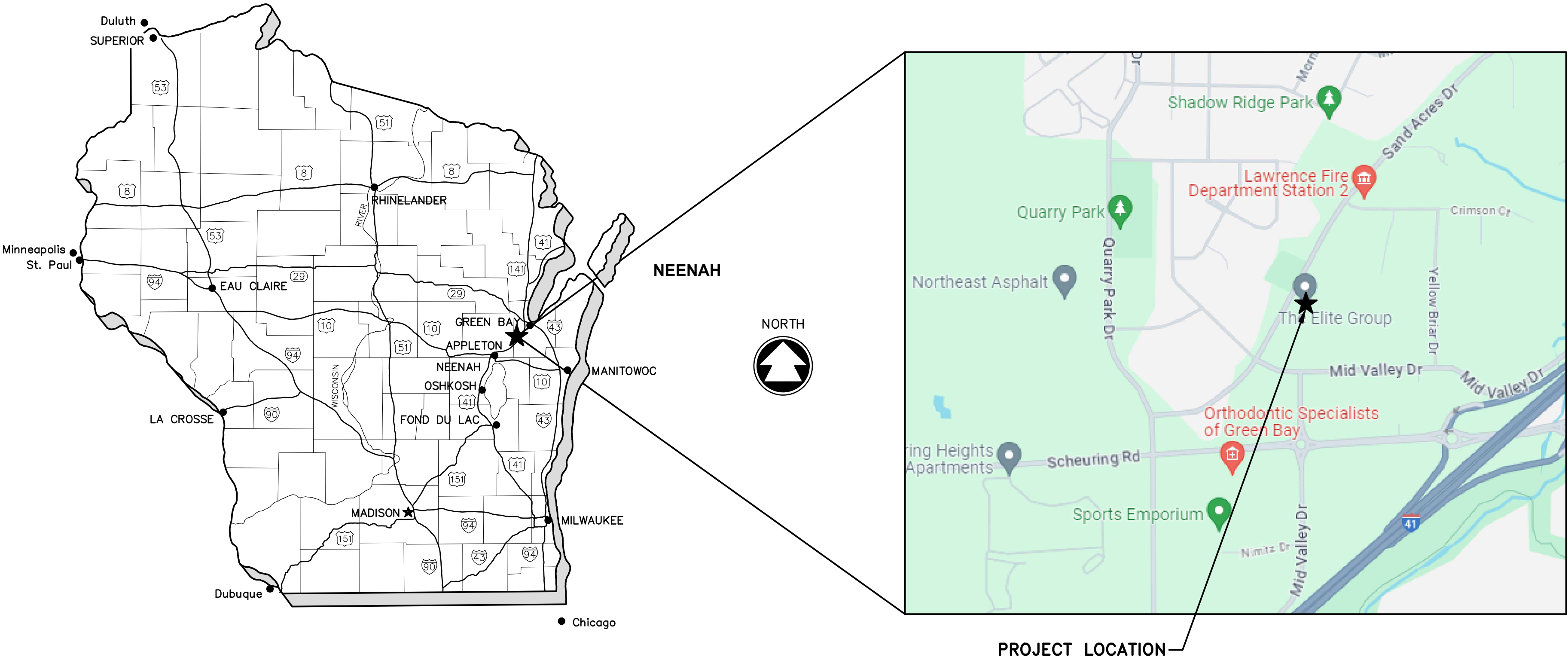
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

A BUILDING ADDITION FOR: THE ELITE GROUP TOWN OF LAWRENCE, WI

BROWN COUNTY, WISCONSIN
MCM # R0580 092300743



CONTACT INFORMATION

OWNER CONTACT

PARADYM LLC
KURT ROTHERHAM
1641 SAND ACRES DRIVE
DE PERE, WI 54115

SITE DESIGN CONTACT

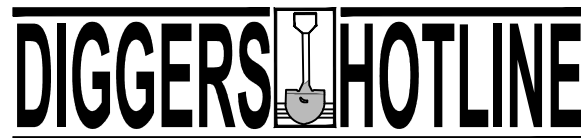
MCMAHON ASSOCIATES, INC.
MIKE KOHLBECK
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
MKOHLBECK@MCMGRP.COM

BUILDING DESIGN CONTACT

LEMKUIL ARCHITECTURAL DESIGNS LLC
TOM LEMKUIL
4361 TOUCHSTONE DRIVE
ONEIDA, WI 54155
(920) 405-9919
TOM@LEMKUILARCHDESIGNS.COM

CONTRACTOR CONTACT

RODAC LLC
3346 S. PINE TREE ROAD
HOBART, WI 54155
(920) 499-8786
CRAIG@RODACLLC.COM



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

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE NEENAH, WI 54956

Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025

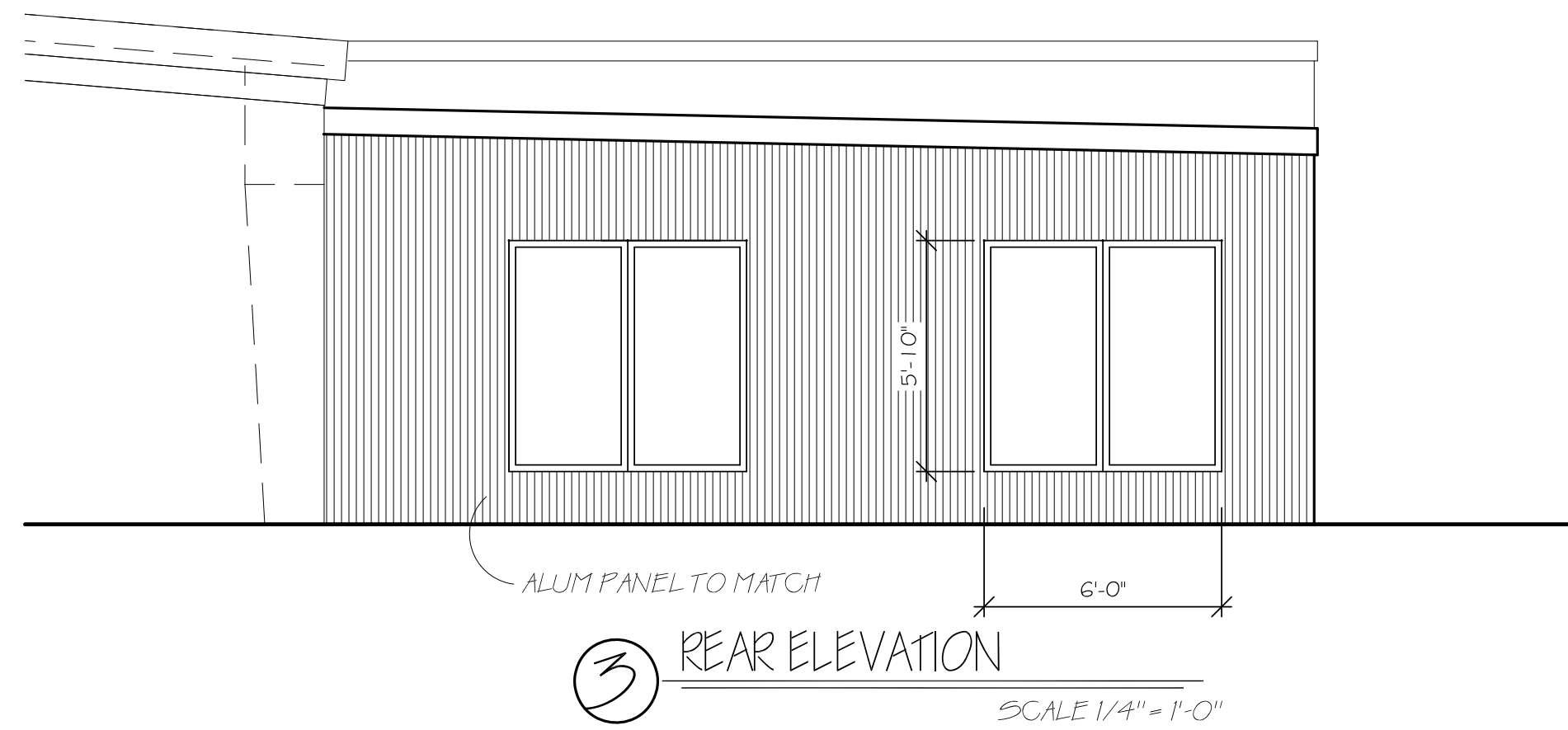
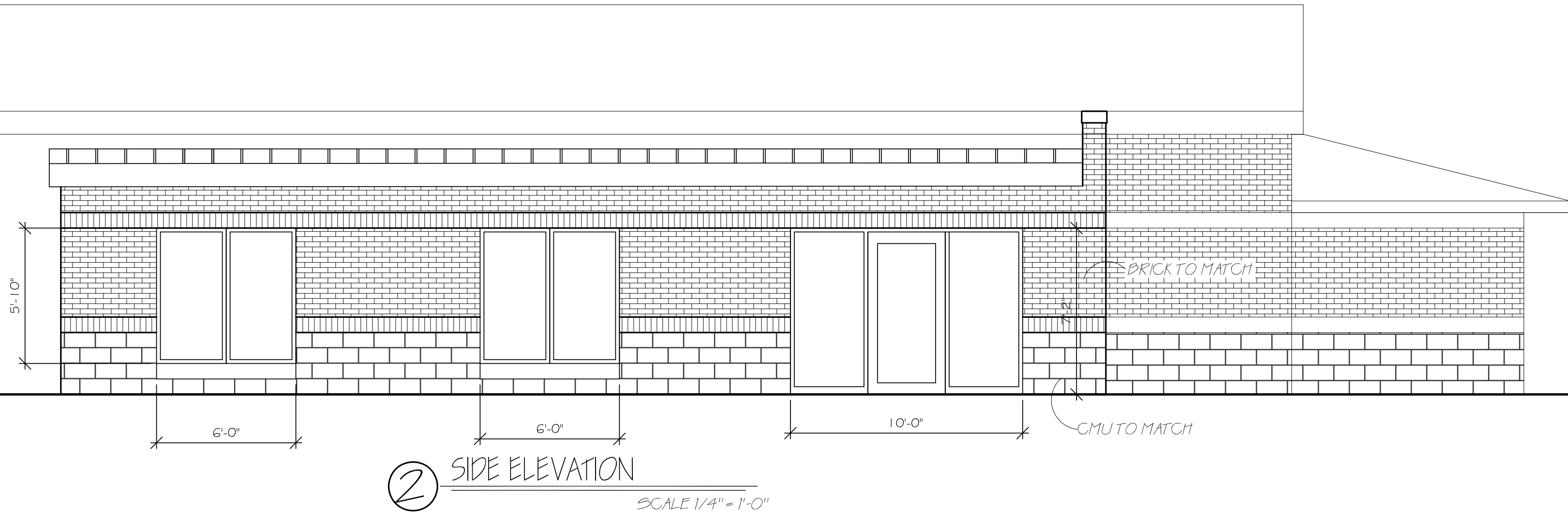
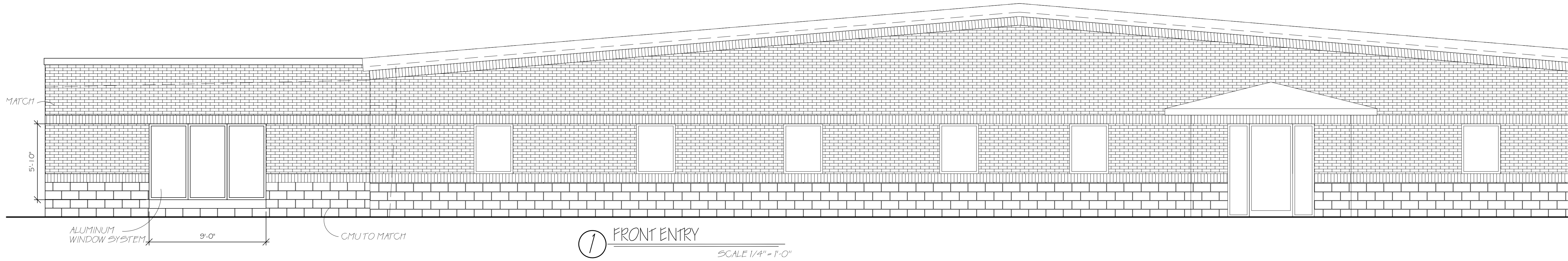
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

SHEET INDEX

- C001 ABBREVIATIONS, SYMBOLS & NOTES
- C002 EXISTING SITE AND SURVEY CONTROL
- C003 SITE, GRADING AND EROSION CONTROL PLAN
- C004 MISCELLANEOUS DETAILS

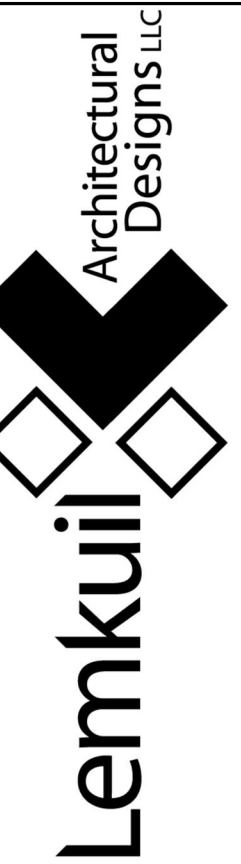
PRELIMINARY NOT FOR CONSTRUCTION

DATE
JAN. 3, 2024
PROJECT NO.
R0580 092300743



DATE 11-30-23
DRAWN BY TGL
CHECKED BY
-

4361 Touchstone Drive
Oneida WI 54155
(920) 405-9919
tom@lemkuilarchdesigns.com



REMODEL FOR:
ELITE GROUP
TOWN OF LAWRENCE, WI

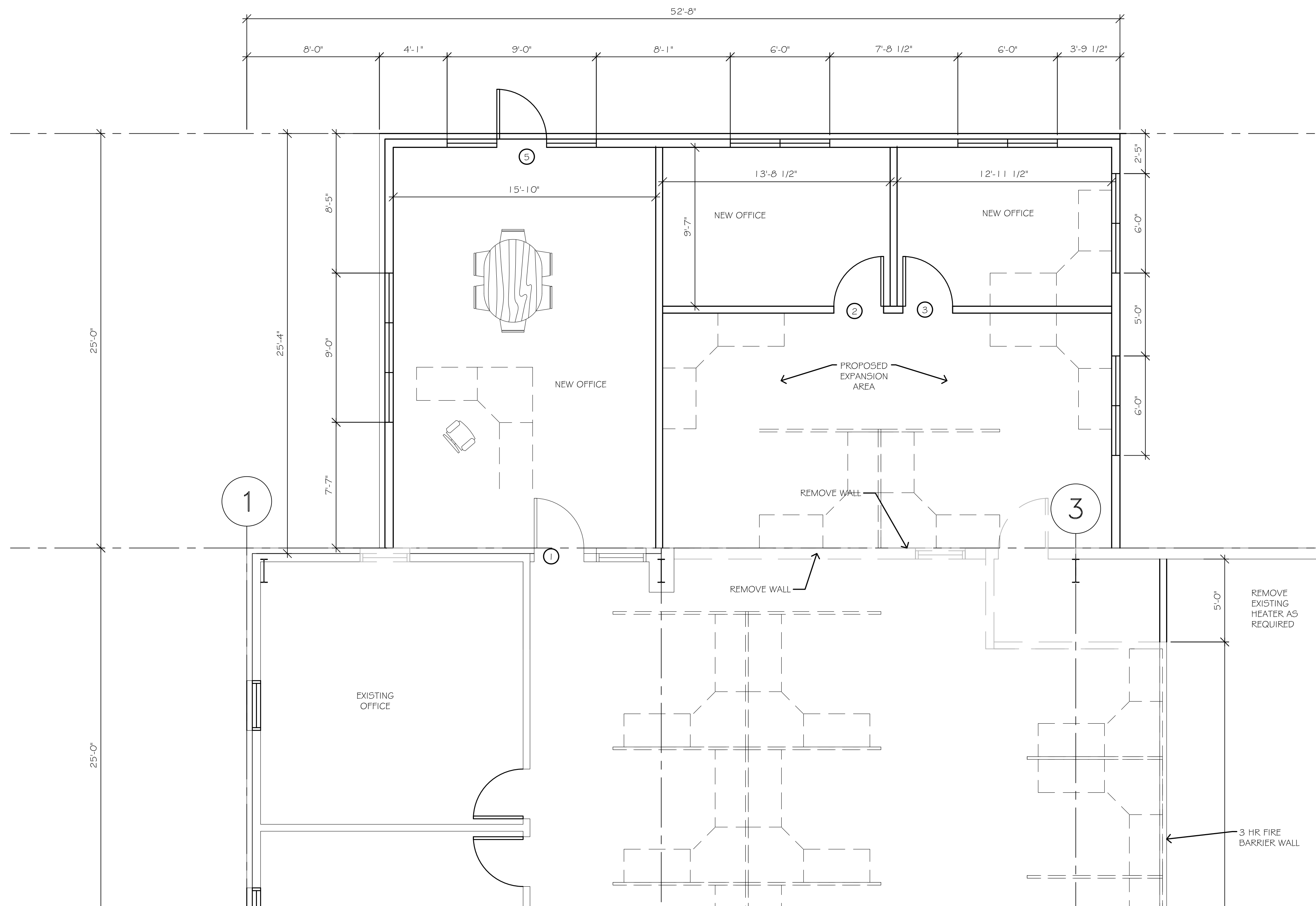
A30

4361 Touchstone Drive
Oneida WI 54155
(920) 405-9919
tom@lemkuilarchdesigns.com

REMODEL FOR:
ELITE GROUP

TOWN OF LAWRENCE, WI

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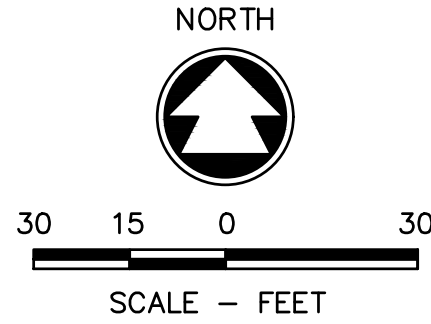


\\mcm-frp01\data\PROJECTS\R0580\092300743\CADD\Civil3D\Plan Sheets\002. EXISTING CONDITIONS PLAN & SURVEY CONTROL.dwg, c002 existing conditions plan & survey control, Plot Date: 1/3/2024 1:35 PM, xref:none
micklbeck,

NOTE:
PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ALSO VERIFY HORIZONTAL CONTROL BY FIELD CHECKING SEVERAL CONTROL POINTS AND SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY DISCREPANCIES.

VERTICAL BENCHMARK CONTROL		
POINT #	ELEVATION	DESCRIPTION
3	664.65	BM 3 NL PP 2320 30L36
4	664.51	BM TAG

HORIZONTAL CONTROL POINTS			
POINT #	NORTHING	EASTING	DESCRIPTION
1	537549.72	72181.44	SETMAG
2	537855.11	72348.05	SETMAG
5	537854.44	72600.35	SETNL



PRELIMINARY NOT FOR CONSTRUCTION

A BUILDING ADDITION FOR:
THE ELITE GROUP
EXISTING CONDITIONS PLAN & SURVEY CONTROL

DESIGNED MPK	DRAWN MPK
PROJECT NO. R0580 092300743	
DATE JAN. 3, 2024	
SHEET NO. C002	

McMAHON provides this drawing as a preliminary design and does not constitute a contract. All rights are reserved. The client and/or recipient agrees to the fullest extent to hold McMAHON harmless from and against all claims, damages, costs and expenses, including reasonable attorney's fees, made to the original drawing or date without prior written consent by McMAHON.

NO.	DATE	REVISION

McMAHON
ENGINEERS & ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920/751-4200 FX 920/751-4284 MCMGRP.COM

LANDSCAPING ALONG THE STREET SIDE OF THE BUILDING ADDITION WILL MATCH THE EXISTING LANDSCAPING ALONG THE STREET SIDE OF THE EXISTING BUILDING.

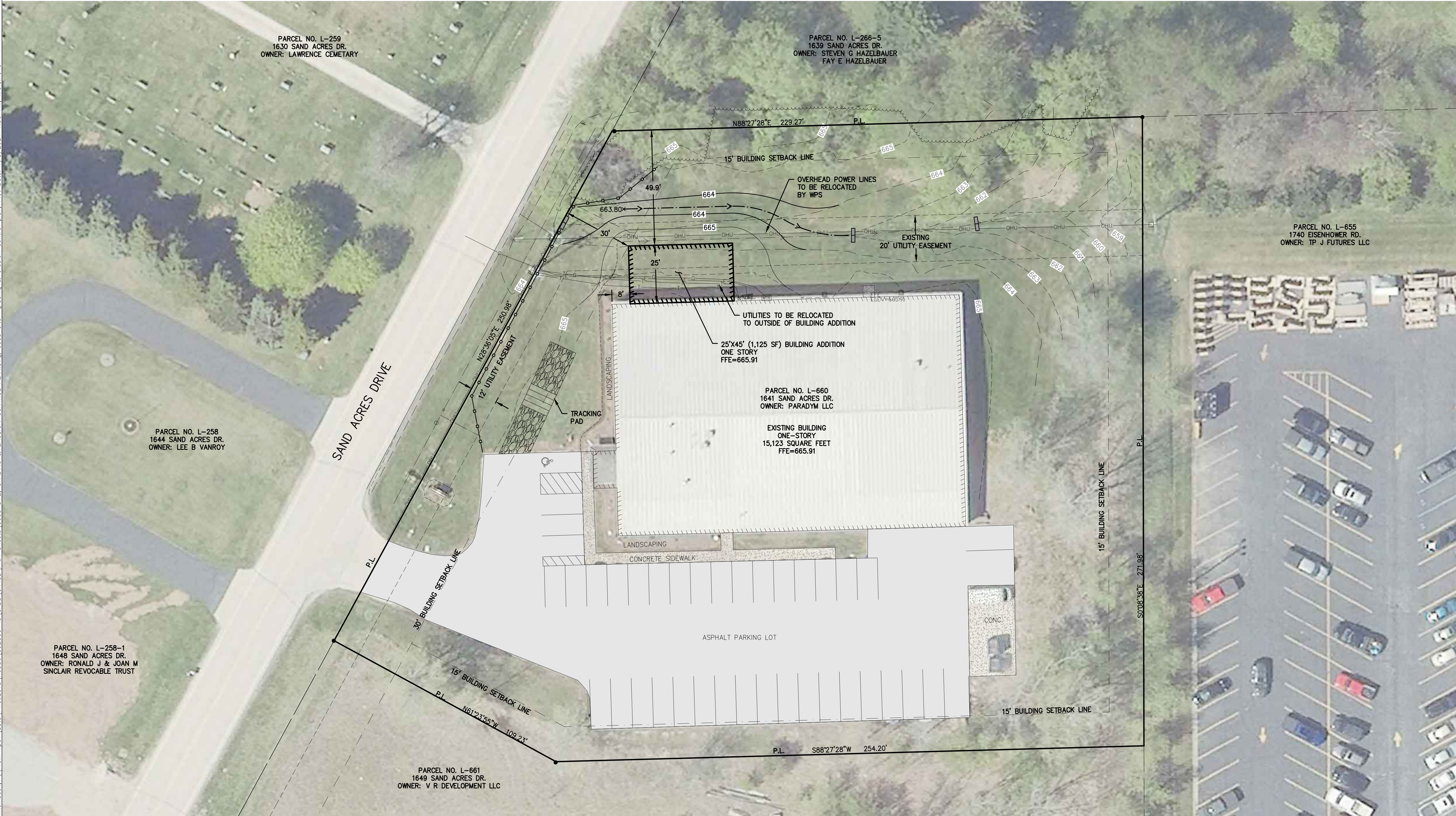
THE OWNER IS WORKING WITH WISCONSIN PUBLIC SERVICE (WPS) TO RELOCATE THE EXISTING OVERHEAD POWER LINES AND THE 20' UTILITY EASEMENT THAT IS LOCATED TO THE NORTH OF THE BUILDING.

THE 30' BUILDING SETBACK LINE SHOWN IS CONSISTENT WITH THE TOWN OF LAWRENCE ZONING ORDINANCE.

ALL DISTURBED AREAS THAT WILL NOT BE BUILDING ADDITION OR LANDSCAPING WILL BE RESTORED WITH SEED, FERTILIZER AND MULCH.

TOTAL EXISTING PARKING STALLS = 42 (INCLUDES 1 ACCESSIBLE STALL)

AREA SUMMARY						
DESCRIPTION		S.F.	ACRES	%		
TOTAL PROPERTY		79,437	1.824	100.00%		
A.	EXISTING SITE CONDITIONS					
DESCRIPTION		S.F.				
BUILDING FOOTPRINT		15,123	0.347	19.04%		
PAVEMENT/SIDEWALK		19,770	0.454	24.89%		
EXISTING IMPERVIOUS		34,893	0.801	43.93%		
EXISTING GREENSPACE		44,544	1.023	56.07%		
B.	NEW CONSTRUCTION					
DESCRIPTION		S.F.				
BUILDING FOOTPRINT (INITIAL)		15,123	0.347	19.04%		
BUILDING FOOTPRINT (AFTER EXPANSION)		16,248	0.373	20.45%		
PAVEMENT/SIDEWALK		19,770	0.454	24.89%		
C.	OVERALL PROPOSED SITE CONDITION					
DESCRIPTION		EXISTING	PROPOSED	TOTAL	ACRES	%
BUILDING FOOTPRINT		15,123	1,125	16,248	0.373	20.45%
PAVEMENT/SIDEWALK		19,770	0	19,770	0.454	24.89%
TOTAL IMPERVIOUS		34,893	1,125	36,018	0.827	45.34%
GREEN SPACE PROVIDED				43,419		54.66%
GREEN SPACE REQUIRED (25% MIN.)				19,859		25.00%



**A BUILDING ADDITION FOR:
THE ELITE GROUP
SITE, GRADING & EROSION CONTROL PLAN**

[illegible]



1644 Sand Acres Dr

De Pere, Wisconsin



Google Street View

Jul 2023

[See more dates](#)



Google

1	
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4



4



5



5

5

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[illegible]

A BUILDING ADDITION FOR: THE ELITE GROUP MISCELLANEOUS DETAILS

DESIGNED MPK	DRAWN MPK
PROJECT NO. R0580 092300743	
DATE JAN. 3, 2024	
SHEET NO. C004	

STANDARD ABBREVIATIONS










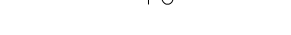

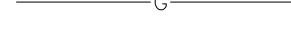





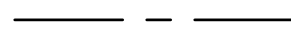



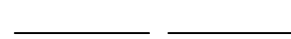



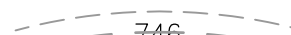

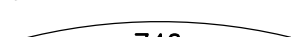

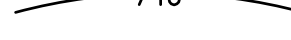



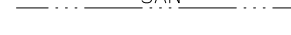



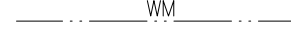

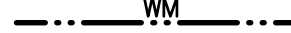









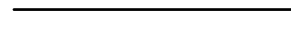

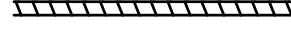









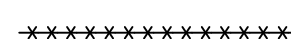











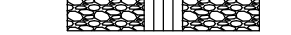




























ACRE	LT	LEFT
AGG	LVC	LENGTH OF VERTICAL CURVE
AH	MAINT	MAINTENANCE
ASPH	MAT'L	MATERIAL
AVG	MAX	MAXIMUM
B-B	MIN	MINIMUM
BEG	MH	MANHOLE
BIT	MP	MILE POST
BK	NB	NORTHBOUND
B/L	NO	NUMBER
BLDG	NOR	NORMAL
BM	OD	OUTSIDE DIAMETER
BOC	OBUT	OBLITERATE
BRG	PAV'T	PAVEMENT
C-C	PC	POINT OF CURVATURE
CY	PCC	PORTLAND CEMENT CONCRETE OR POINT OF COMPOUND CURVATURE
C&G		
CB	PE	PRIVATE ENTRANCE
CE	PED	PEDESTAL
CHD	PGL	PROFILE GRADE LINE
C/L	PI	POINT OF INTERSECTION
CL	P/L	PROPERTY LINE
CMP	P/LE	PERMANENT LIMITED EASEMENT
CO	PP	POWER POLE
CONC	PRC	POINT OF REVERSE CURVATURE
CORR	PROP	PROPOSED
CP	PSD	PASSING SIGHT DISTANCE
CR	PSI	POUNDS PER SQUARE INCH
CS	PT	POINT OF TANGENCY
CSW	PVC	POLYVINYL CHLORIDE OR
CTH		POINT OF VERTICAL CURVATURE
CULV	PVI	POINT OF VERTICAL INTERSECTION
D	PVT	POINT OF VERTICAL TANGENCY
DI	R	RADIUS
DIA	RCP	REINFORCED CONCRETE PIPE
DIS	RD	ROAD
EA	REBAR	REINFORCEMENT ROD
EB	REM	REMOVE
EBS	RECON	RECONSTRUCT
EG	REQ'D	REQUIRED
ELEV	R/L	REFERENCE LINE
ELEC	RP	RADIUS POINT
EMB	RR	RAILROAD
EMAT	RT	RIGHT
ENT	R/W	RIGHT-OF-WAY
EOR	SB	SOUTHBOUND
EP	SE	SUPERELEVATION
EXC	SF	SQUARE FEET
EX	SI	SLOPE INTERCEPT
EW	STH	STATE TRUNK HIGHWAY
F-F	SY	SQUARE YARD
FDN	SALV	SALVAGED
FE	SAN	SANITARY
FERT	SEC	SECTION
FG	SHLDR	SHOULDER
F/L	S/L	SURVEY LINE
FT	SQ	SQUARE
FTG	STA	STATION
GRAV	STD	STANDARD
GN	STO	STORM
GV	SW	SIDEWALK
HDPE	TC	TOP OF CURB
HE	TEL	TELEPHONE
HMA	TEMP	TEMPORARY
HP	TLE	TEMPORARY LIMITED EASEMENT
HT	TV	TELEVISION
HYD	TYP	TYPICAL
ID	UG	UNDERGROUND
IN	USH	U.S. HIGHWAY
INL	VAR	VARIABLE
INV	VC	VERTICAL CURVE
IP	VERT	VERTICAL
JCT	WB	WESTBOUND
LB	WM	WATER MAIN
LF	WV	WATER VALVE
LP		

GENERAL NOTES

1. THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, INCLUDING ANY PRIVATE UTILITIES, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITIES SHALL BE NOTIFIED 72 HRS. PRIOR TO EXCAVATION.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY VERTICAL DISCREPANCY.
3. EXISTING STREET RIGHT-OF-WAY AND INTERSECTING PROPERTY LINES ARE ESTABLISHED FROM FIELD-LOCATED SURVEY MONUMENTATION, PREVIOUS SURVEYS, PLATS AND CURRENT PROPERTY DEEDS.
4. NO TREES OR SHRUBS ARE TO BE REMOVED WITHOUT PRIOR APPROVAL FROM THE OWNER.

THIS PLAN SET WAS CREATED WITH **CIVIL3D 2021** MCMAHON'S "DISCLAIMER FOR TRANSFER OF ELECTRONIC FILES" FORM NEEDS TO BE SIGNED IF A COPY OF THE ELECTRONIC FILES ARE REQUESTED. MCMAHON MAKES NO REPRESENTATION REGARDING THE COMPATIBILITY OF THESE FILES WITH OTHER SOFTWARE, NOR DOES MCMAHON REPRESENT THAT THE FILES WILL CONVERT TO OTHER SOFTWARE WITHOUT ERROR.

STANDARD SYMBOLS (PLAN VIEW ONLY)

	2" IRON PIPE FOUND		TELEPHONE CABLE -- BURIED
	1 1/4" REBAR FOUND		ELECTRIC CABLE -- BURIED
	1 1/4" x 30" IRON REBAR WEIGHING 4.30 LB/LF SET		UTILITIES -- OVERHEAD
	1" (1.315 OD) IRON PIPE FOUND		FIBER OPTIC CABLE -- BURIED
	3/4" IRON PIPE SET		GAS MAIN
	3/4" IRON REBAR FOUND		CABLE TELEVISION -- BURIED
	3/4" IRON PIPE FOUND		DITCH LINE
	3/4" x 24" IRON REBAR WEIGHING 1.5 LB/LF SET		STREET C/L OR R/L
	MAG NAIL FOUND		PROPERTY LINE
	MAG NAIL SET		RIGHT-OF-WAY LINE
	MAG SPIKE FOUND		SECTION LINE
	MAG SPIKE SET		EXISTING CONTOURS
	CHISEL CROSS FOUND		PROPOSED CONTOURS
	CHISEL CROSS SET		EXISTING FORCEMAIN SEWER
	COUNTY MONUMENT		EXISTING SANITARY SEWER
	CONCRETE MONUMENT FOUND		PROPOSED SANITARY SEWER
	CONTROL POINT HORIZONTAL		EXISTING WATER MAIN
	CONTROL POINT VERTICAL		PROPOSED WATER MAIN
	SOIL BORING or MONITORING WELL		EXISTING STORM SEWER
	POWER POLE		PROPOSED STORM SEWER
	POWER POLE W/GUY WIRE		EXISTING CURB & GUTTER
	TELEPHONE OR TELEVISION PEDESTAL		PROPOSED CURB & GUTTER
	MAILBOX		PROPOSED REJECT CURB & GUTTER
	SIGN		EXISTING CULVERT WITH END SECTIONS
	RAILROAD CROSS BUCK		PROPOSED CULVERT WITH END SECTIONS
	RAILROAD GATE ARM		BUILDING OUTLINE
	RAILROAD TRACKS		FENCE LINE
	LIGHT POLE		SAW CUT REQ'D
	WOOD POLE		SILT FENCE
	TRAFFIC SIGNAL		GUARD RAIL
	TRAFFIC SIGNAL MAST ARM		DITCH CHECK
	CONIFEROUS TREE		INLET PROTECTION
	DECIDUOUS TREE		TRUCK PAD
	TREE OR BRUSH LINE		TURBIDITY BARRIER OR SHEET PILING
	BED ROCK (IN PROFILE VIEW)		SANDBAG COFFERDAM
	HANDICAPPED PARKING STALL		SLOPE INTERCEPT
	EXISTING SPOT ELEVATION		LIMITS OF DISTURBANCE
	PROPOSED SPOT ELEVATION		EXISTING PROPOSED ASPHALT PAVEMENT
	DRAINAGE HIGH POINT		EXISTING PROPOSED CONCRETE SIDEWALK/DRIVEWAY
	DRAINAGE DIRECTION		EXISTING PROPOSED GRAVEL
	EXISTING MANHOLE		EXISTING PROPOSED RIP-RAP (SIZE AS SPECIFIED)
	PROPOSED MANHOLE		EXISTING PROPOSED BRICK/PAVERS
	EXISTING INLET		
	PROPOSED INLET		
	EXISTING YARD DRAIN		
	PROPOSED YARD DRAIN		
	EXISTING CLEAN OUT		
	PROPOSED CLEAN OUT		
	EXISTING DOWNSPOUT		
	PROPOSED DOWNSPOUT		
	EXISTING WATER VALVE		
	PROPOSED WATER VALVE		
	EXISTING CURB STOP		
	PROPOSED CURB STOP		
	EXISTING FIRE HYDRANT		
	PROPOSED FIRE HYDRANT		
	PROPOSED WATER FITTING		
	PROPOSED WATER REDUCER		
	PROPOSED ENDCAP		
	GAS VALVE		

EROSION & SEDIMENT CONTROL PLAN

BEST MANAGEMENT PRACTICES:

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS. THESE STANDARDS MAY BE FOUND ON THE DNR WEBSITE AT <http://www.dnr.wi.gov/runoff/stormwater/techstds.htm>. RIP-RAP SHALL BE IN ACCORDANCE WITH SECTION 606, WS-DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION, UNTIL TECHNICAL STANDARD 1065 IS COMPLETED BY THE DNR. THE MINIMUM BEST MANAGEMENT PRACTICES SPECIFIED FOR THIS PROJECT ARE AS FOLLOWS:

<input type="checkbox"/> LAND APPLICATION OF POLYACRYLAMIDE (1050)	<input checked="" type="checkbox"/> DE-WATERING (1061)
<input type="checkbox"/> WATER APPLICATION OF POLYMERS (1051)	<input checked="" type="checkbox"/> DITCH CHECK (1062)
<input type="checkbox"/> NON-CHANNEL EROSION MAT (1052)	<input type="checkbox"/> SEDIMENT TRAP (1063)
<input type="checkbox"/> CHANNEL EROSION MAT (1053)	<input type="checkbox"/> SEDIMENT BASIN (1064)
<input type="checkbox"/> VEGETATIVE BUFFER (1054)	<input type="checkbox"/> RIP-RAP (1065)
<input type="checkbox"/> SEDIMENT BALE BARRIER (1055)	<input type="checkbox"/> CONSTRUCTION DIVERSION (1066)
<input checked="" type="checkbox"/> SILT FENCE (1056)	<input type="checkbox"/> GRADING PRACTICES (1067)
<input checked="" type="checkbox"/> TRACKING PAD & TIRE WASHING (1057)	<input type="checkbox"/> DUST CONTROL (1068)
<input checked="" type="checkbox"/> MULCHING (1058)	<input type="checkbox"/> TURBIDITY BARRIER (1069)
<input checked="" type="checkbox"/> SEEDING (1059)	<input type="checkbox"/> SILT CURTAIN (1070)
<input type="checkbox"/> STORM DRAIN INLET PROTECTION (1060)	<input checked="" type="checkbox"/> MANUFACTURED PERIMETER PRODUCTS (1071)

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES AND IMPLEMENT BEST MANAGEMENT PRACTICES TO PREVENT OR REDUCE ALL OF THE FOLLOWING:

- A. DEPOSITION OR TRACKING OF SOIL ONTO STREETS BY VEHICLES.
- B. DISCHARGE OF SEDIMENT INTO STORM WATER INLETS.
- C. DISCHARGE OF SEDIMENT INTO ADJACENT STREAMS, RIVERS, LAKES AND WETLANDS.
- D. DISCHARGE OF SEDIMENT FROM DITCHES AND STORM SEWERS THAT FLOW OFFSITE.
- E. DISCHARGE OF SEDIMENT FROM DEWATERING ACTIVITIES.
- F. DISCHARGE OF SEDIMENT FROM SOIL STOCKPILES EXISTING FOR 7 DAYS OR MORE.
- G. DISCHARGE OF SEDIMENT FROM EROSION OUTLET FLOWS.
- H. TRANSPORT OF CHEMICALS, CEMENT AND BUILDING MATERIALS BY RUNOFF.
- I. TRANSPORT OF UNTREATED VEHICLE AND WHEEL WASH WATER BY RUNOFF.

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING PREVENTATIVE MEASURES:

- A. PRESERVE EXISTING VEGETATION WHENEVER POSSIBLE.
- B. MINIMIZE SOIL COMPACTION AND PRESERVE TOPSOIL.
- C. MINIMIZE LAND DISTURBANCES ON SLOPES OF 20% OR MORE.
- D. MINIMIZE THE AMOUNT OF SOIL EXPOSED AT ANY ONE TIME.
- E. DIVERT CLEAR WATER AWAY FROM EXPOSED SOILS.
- F. TEMPORARILY STABILIZE EXPOSED SOILS THAT WILL NOT BE ACTIVE FOR 14 DAYS OR MORE. USE MULCHING, SEEDING, POLYACRYLAMIDE OR GRAVELING TO STABILIZE.
- G. PERMANENTLY STABILIZE EXPOSED SOILS AS SOON AS POSSIBLE.
- H. CONTRACTOR SHALL EDUCATE ITS EMPLOYEES AND SUBCONTRACTORS ABOUT PROPER SPILL PREVENTION AND RESPONSE PROCEDURES. IF A SPILL OCCURS, THE CONTRACTOR SHALL EVACUATE THE AREA AND IMMEDIATELY NOTIFY THE LOCAL MUNICIPALITY, FIRE DEPARTMENT OR 911 EMERGENCY SYSTEM. IF NO FIRE, EXPLOSION OR LIFE / HEALTH SAFETY HAZARD EXISTS, THE NEXT STEP IS TO CONTAIN THE SPILL AND PERFORM CLEANUP. USE DRY CLEANUP METHODS, NOT WET.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING BEST MANAGEMENT PRACTICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES BY THE END OF THE WORK DAY. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING BEST MANAGEMENT PRACTICES TEMPORARILY REMOVED FOR CONSTRUCTION ACTIVITY AS SOON AS THOSE ACTIVITIES ARE COMPLETED. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND DISPOSING OF TEMPORARY BEST MANAGEMENT PRACTICES AFTER CONSTRUCTION IS COMPLETE AND PERMANENT VEGETATION IS ESTABLISHED.

INSPECTION & MAINTENANCE:

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING BEST MANAGEMENT PRACTICES WEEKLY, AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE KEPT AT THE CONSTRUCTION SITE AND SHALL INCLUDE THE FOLLOWING INFORMATION: DATE, TIME, AND LOCATION OF INSPECTION; NAME OF INDIVIDUAL WHO PERFORMED THE INSPECTION; AN ASSESSMENT OF THE CONDITION OF BEST MANAGEMENT PRACTICES; A DESCRIPTION OF ANY BEST MANAGEMENT PRACTICE IMPLEMENTATION AND MAINTENANCE PERFORMED; AND A DESCRIPTION OF THE PRESENT PHASE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES AS NECESSARY WITHIN 24 HOURS OF AN INSPECTION OR NOTIFICATION. THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING, MAINTAINING, REPAIRING, OR REPLACING BEST MANAGEMENT PRACTICES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%.

THE CONTRACTOR IS RESPONSIBLE FOR POSTING THE PERMIT IN A CONSPICUOUS LOCATION ON THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING A COPY OF THE APPROVED REPORTS, PLANS, AMENDMENTS, INSPECTION REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER IS ESTABLISHED WITH A DENSITY OF AT LEAST 70%. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE OWNER WHEN THE VEGETATIVE DENSITY REACHES AT LEAST 70%. THE OWNER IS RESPONSIBLE FOR TERMINATING DNR PERMIT COVERAGE.

AMENDMENTS:

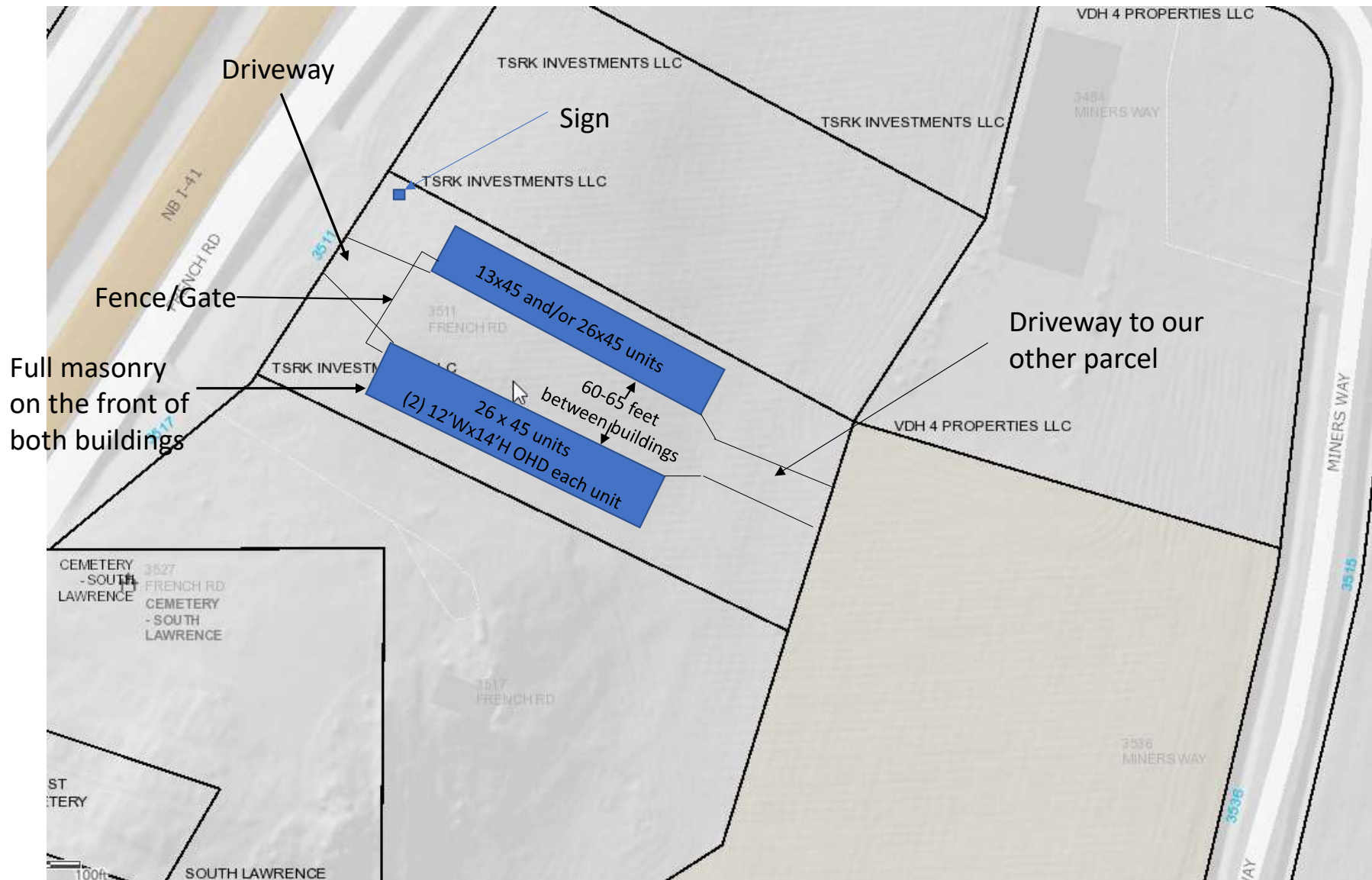
THE CONTRACTOR IS RESPONSIBLE FOR AMENDING THE EROSION & SEDIMENT CONTROL PLAN IF: THERE IS A CHANGE IN CONSTRUCTION, OPERATION OR MAINTENANCE AT THE SITE WHICH HAS THE REASONABLE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS; THE ACTIONS REQUIRED BY THE PLAN FAIL TO REDUCE THE IMPACTS OF POLLUTANTS CARRIED BY CONSTRUCTION SITE RUNOFF; OR IF THE DNR NOTIFIES THE APPLICANT OF CHANGES NEEDED IN THE PLAN. THE DNR AND OWNER SHALL BE NOTIFIED 5 WORKING DAYS PRIOR TO MAKING CHANGES TO THE PLAN.

PRELIMINARY NOT FOR CONSTRUCTION

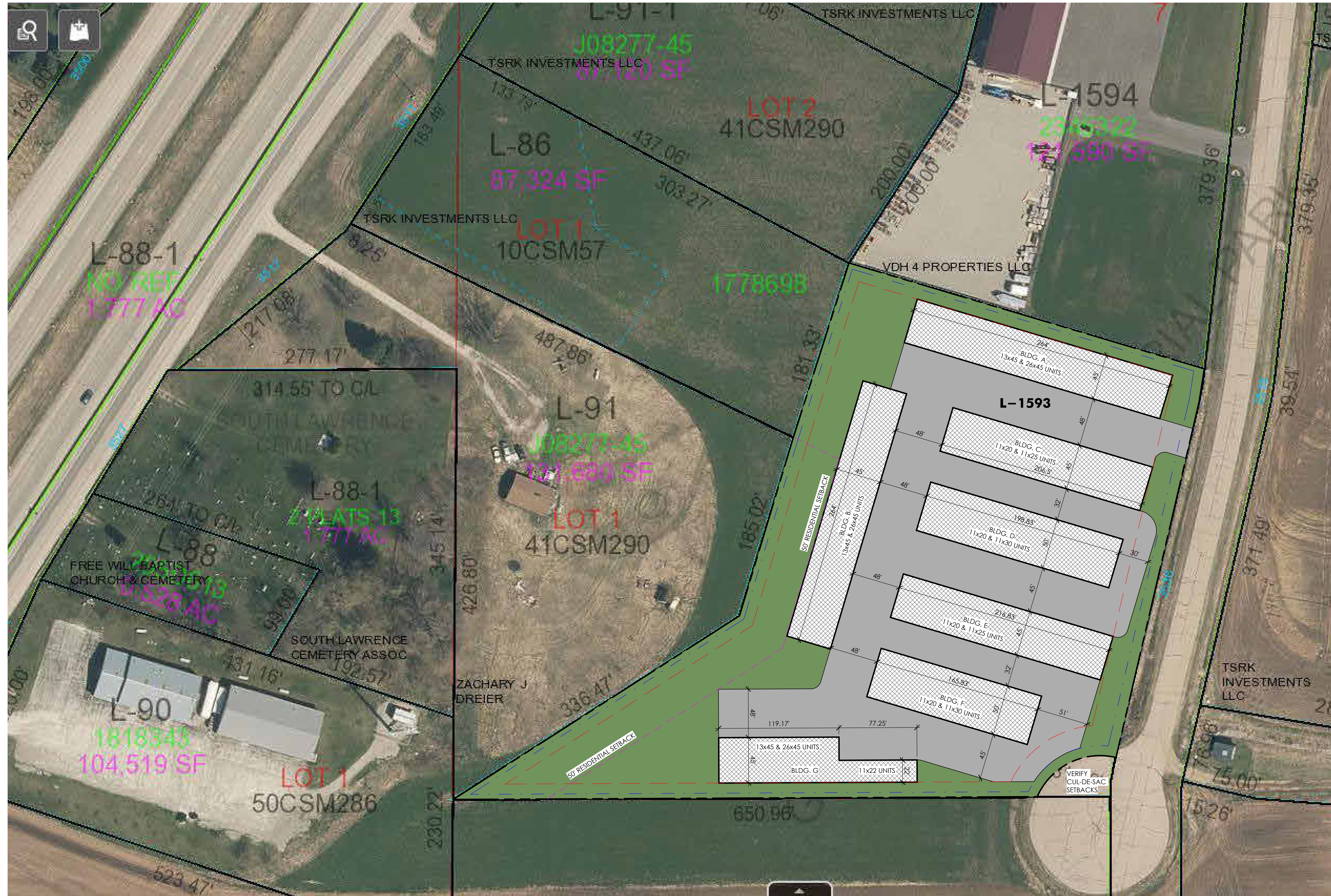
**A BUILDING ADDITION FOR:
THE ELITE GROUP
ABBREVIATIONS, SYMBOLS & NOTES**

[illegible]

* CUP and phase 2 (future 2024?)



*Phase 1...Buildings A, C, and D will be on agenda for site review 2/12/24



ZONING INFORMATION
L-1593

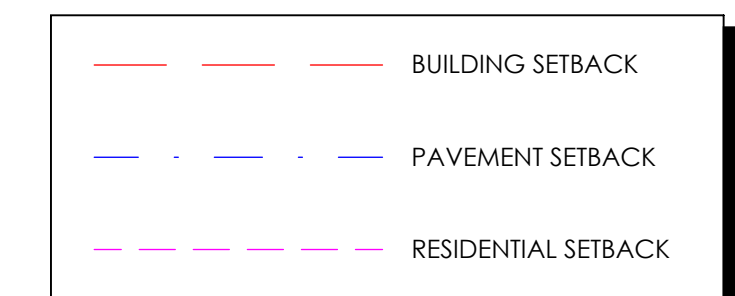
PARCEL SIZE: 4.87 ACRES (212,154 S.F.)

ZONING: L-1 LIMITED INDUSTRIAL

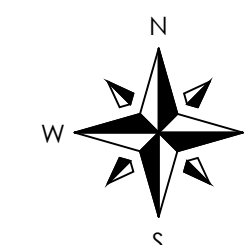
BUILDING SETBACKS:
FRONT YARD: 30'-0" (10'-0" PAVEMENT)
SIDE YARD: 15'-0" (5'-0" PAVEMENT)
REAR YARD: 15'-0" (5'-0" PAVEMENT)

MAXIMUM BLDG. COVERAGE: X% (X S.F.)
PROPOSED BLDG. COVERAGE: X% (X S.F.)

GREENSPACE REQUIRED: 25% (53,039 S.F.)
GREENSPACE PROVIDED: X% (X S.F.)



1 ARCHITECTURAL SITE PLAN
1" = 50'-0"



CONSTRUCTION
DESIGN • WELDING

2201 Eastline Road
Kaukauna, WI 54130
Phone: (920) 766-9305
Toll Free: (800) 236-1369
foxstructures.com



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DE PERE, WISCONSIN 54115

PROPOSED FOR:

UNDERDOG STORAGE

3536 MINERS WAY

TOWN OF LAWRENCE
BROWN COUNTY

ISSUE RECORD:

P1	11-16-23
P2	11-16-23
P3	11-17-23
P4	11-21-23

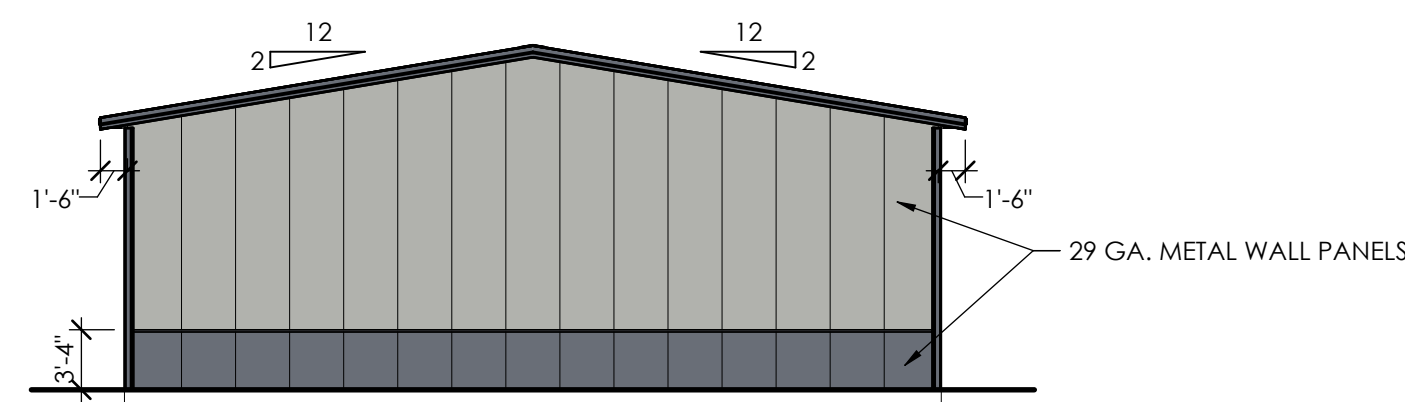
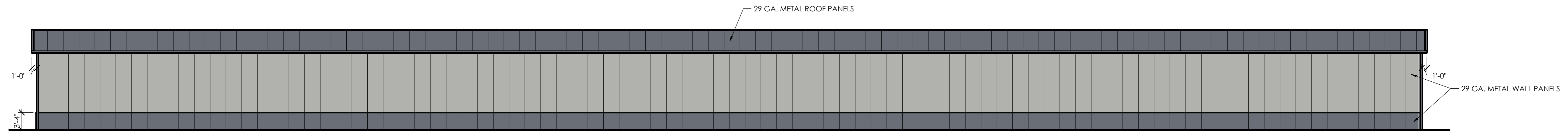
= PRELIMINARY PLAN
PS = ISSUED FOR STATE REVIEW
EC = ISSUED FOR CONSTRUCTION

PROJECT #:	230220
LESSEMAN:	M. KLARNER
DRAWN BY:	AWS

ARCHITECTURAL SITE
PLAN

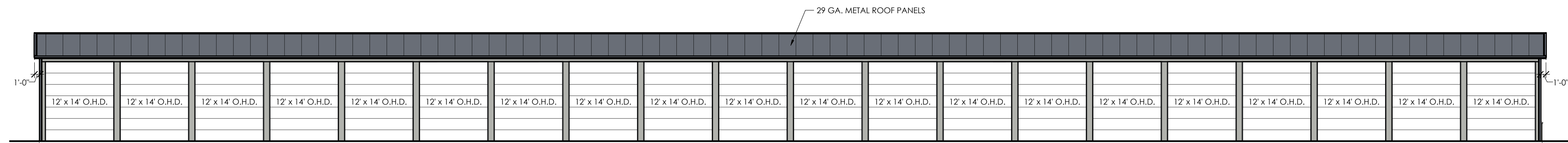
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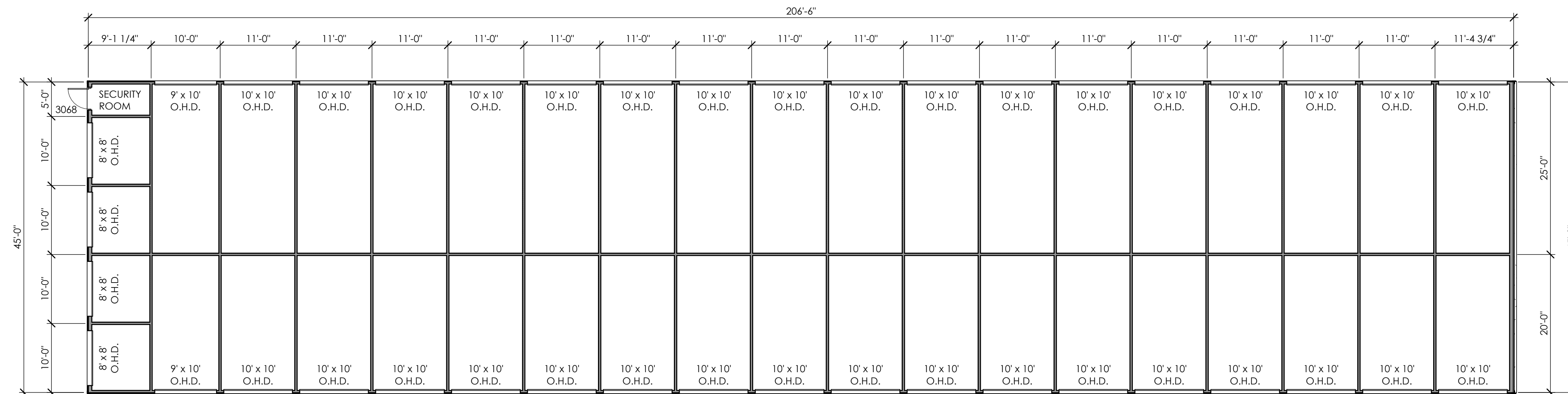
NOT FOR CONSTRUCTION



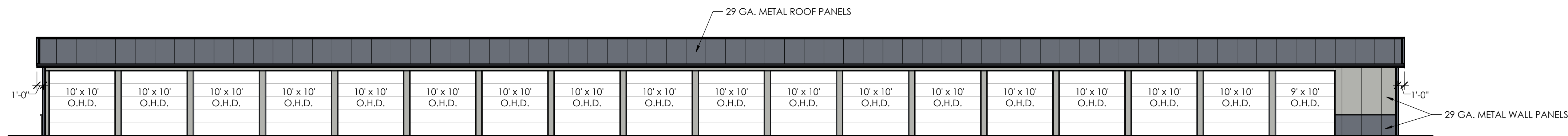
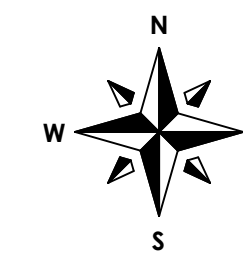
COLORS:

ROOF STEEL:	CHARCOAL
WALL STEEL:	ASH GRAY
WAINSCOT STEEL:	CHARCOAL
TRIMS:	CHARCOAL
SPLIT FACE CMU:	CHARCOAL
DOORS:	WHITE

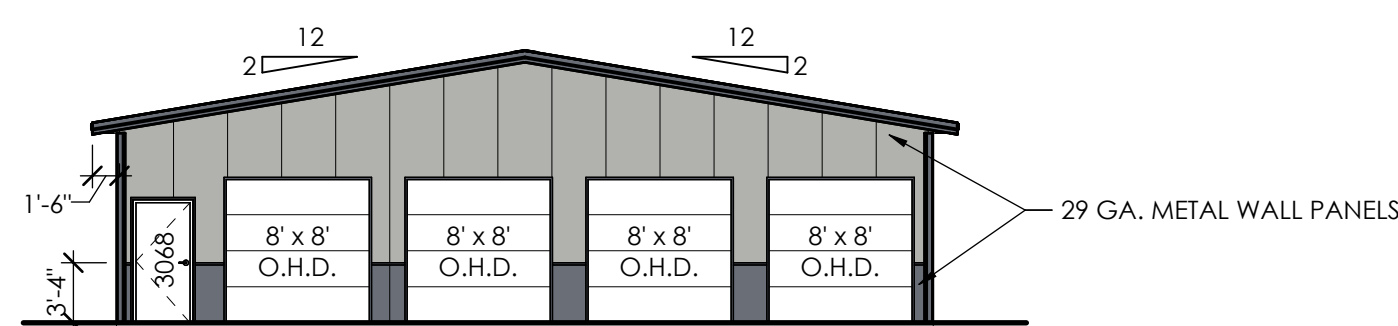




1 FLOOR PLAN

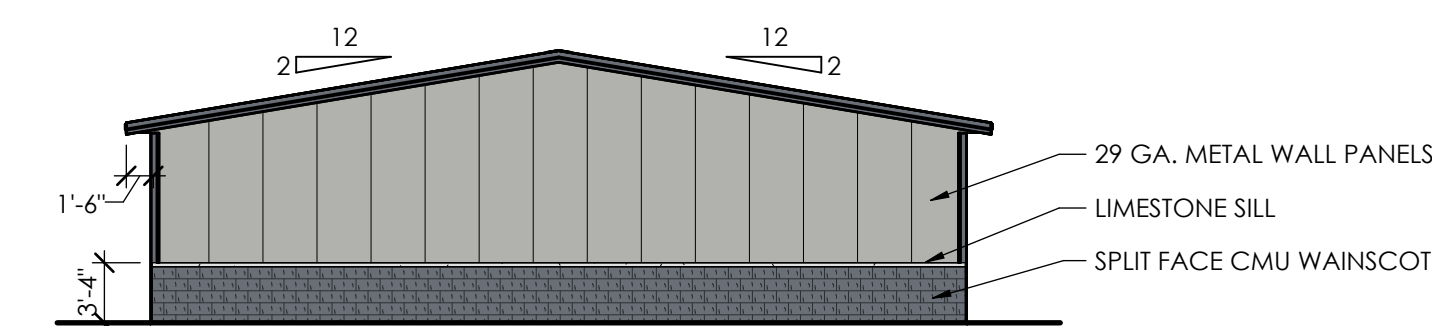


2 NORTH ELEVATION
3/32" = 1'-0"

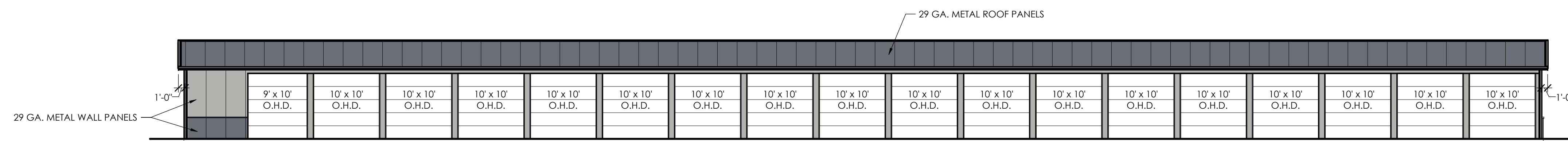


3 WEST ELEVATION
3/32" = 1'-0"

<u>COLORS:</u>	
ROOF STEEL:	CHARCOAL
WALL STEEL:	ASH GRAY
WAINSCOT STEEL:	CHARCOAL
TRIMS:	CHARCOAL
SPLIT FACE CMU:	CHARCOAL
DOORS:	WHITE



4 EAST ELEVATION



5 SOUTH ELEVATION
3/32" = 1'-0"



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DE PERE, WISCONSIN 54115

NEW BLDG. C FOR:
UNDERDO
3536 MINERS WAY

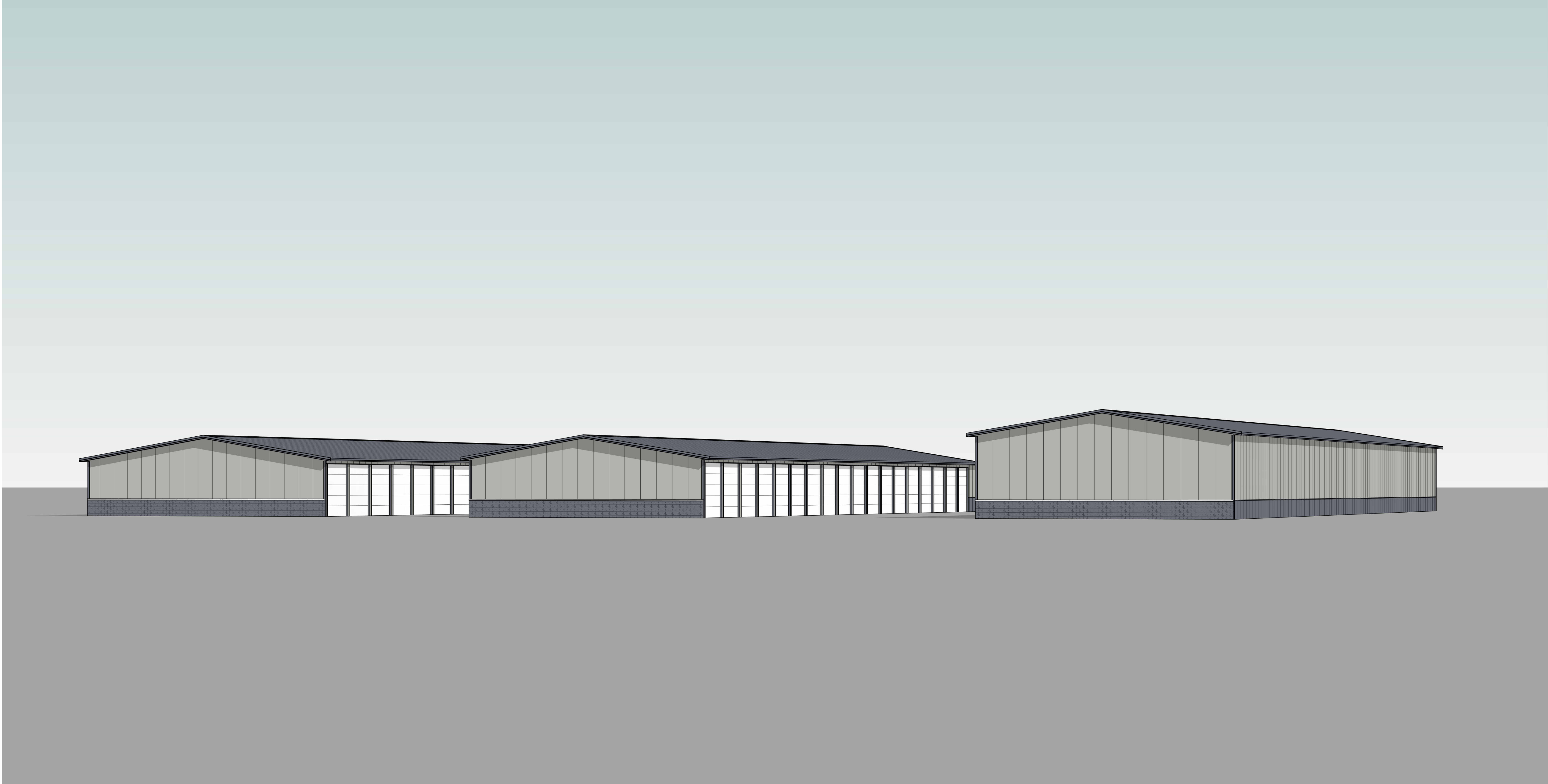
TOWN OF LAWRENCE
BROWN COUNTY

SUE RECORD:
P1 12-18-23
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-
-
-
-
-
-
-
-
-

P# = PRELIMINARY PLAN
IFS = ISSUED FOR STATE REVIEW
IFC = ISSUED FOR CONSTRUCTION

PROJECT #:	230220
SALESMAN:	M. KLARNER
DRAWN BY:	AWS
SHEET CONTENTS:	

FLOOR PLAN



1

3D VIEW

NOT FOR CONSTRUCTION

CONSTRUCTION
DESIGN • WELDING

FOX

STRUCTURES, INC.

2201 Eastline Road
Kaukauna, WI 54130
Phone: (920) 766-9305
Toll Free: (800) 236-1689
foxstructures.com

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PROPOSED FOR:

UNDERDOG STORAGE

3536 MINERS WAY

DE PERE, WISCONSIN 54115

TOWN OF LAWRENCE BROWN COUNTY	
ISSUE RECORD: <div>P1 11-16-23 P2 11-16-23 P3 11-17-23 P4 11-21-23</div>	
<div>P# = PRELIMINARY PLAN IFS = ISSUED FOR STATE REVIEW IFC = ISSUED FOR CONSTRUCTION</div>	
PROJECT #:	230220
SALESMAN:	M. KLARNER
DRAWN BY:	AWS
SHEET CONTENTS: <div>ELEVATIONS</div>	

A2.1



Agenda Item Review

Meeting Date: 1/22/2024

Agenda Item#: 9

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: **Update on Ordinance 2024-001 - Room Tax Ordinance –Public Hearing for Feb 12th**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? N/A – doesn't exist yet

Item History:

Communities are able to implement a hotel room tax, which also applies to any short term rental property (less than 30 day stays).

The historical room tax in the area (Green Bay Area Room Tax Commission) includes: Allouez, Ashwaubenon, Bellevue, De Pere, Green Bay, Howard and Suamico. This setup funds area tourism promotion, but also, long term debt facilities: KI Convention Center, Resch Expo, (historically the Resch Center), etc. The majority of these room taxes goes towards debt retirement on these facilities, with a minority share going specifically towards tourism promotion via Discover Green Bay (the Visitors and Conventions Bureau), and approximately 4% towards local communities. New room tax implemented after 1994, by state law, require 70% of the proceeds to be directed towards tourism promotion.

In 2022, the Village of Wrightstown and Town of Scott were able to create a second Tourism Zone and Room Tax program in our area. This new zone and room tax are under the umbrella of the "Bay Area Room Tax Commission," utilizing much of the same infrastructure created by the larger Green Bay Area Room Tax Commission, however the entities are separate from each other. The intent going forward is that any new communities in the area that implement a room tax, which aren't members of the Green Bay Area Room Tax, would fall under the Bay Area Room Tax Commission. Wrightstown and Scott have done all of the legwork and setting up of templates and infrastructure for this room tax setup, which would be a great savings in time and effort for the Town, and any future communities considering room tax. A future room tax would breakdown: 70% to tourism promotion (to Discover Green Bay), 5% to administrative/stabilization fund for the commission, and 25% to remain with the Town.

A key benefit of room tax is revenues typically paid by those who do not live in the community/county, thus their need for short term rental/hotel accommodations. The draft ordinance is ready for review, and a public hearing has been set for Feb12th

Recommended Action: Update only, public hearing is set for Feb 12th meeting

**ORDINANCE 2024-001 OF THE TOWN OF LAWRENCE, WISCONSIN
TO CREATE **CHAPTER 40, FINANCE AND TAXATION, SECTION 40-2 – HOTEL, MOTEL
AND ROOM TAX ORDINANCE** ~~OF CHAPTER – (FINANCE AND TAXATION)~~**

Purpose: The purpose of this Ordinance is to create a room tax in the Town of Lawrence, and establish the collection process, use of funds by the Town and the penalties for evading the tax.

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

Section 1: Town of Lawrence Ordinance Chapter 40 – Finance and Taxation, Section 40-1 thru 40-9 (Hotel, Motel and Room Tax) is hereby created to read as follows:

40-1 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Customer means any person residing for a continuous period of time less than one month in a hotel, motel or furnished accommodation available to the public.

Gross receipts means, insofar as applicable, as defined in Wis. Stats. § 77.51(4)(a), (b) and (c).

Hotel or motel means a building or group of buildings in which the public may obtain accommodations for a consideration including, without limitation, inns, motels, hotels, tourist rooms, tourist houses or courts, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins and any other building in which accommodations are available to the public, except accommodations including mobile homes as defined in Wis. Stats. § 66.0435(1)(d), rented for a continuous period of more than one month and accommodations furnished by hospitals, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes, provided no part of the net earnings of such corporations and associations inure to the benefit of any private shareholder or individual.

One month means a calendar month or 30 days, whichever is less, counting the first day of the rental and not counting the last day of the rental.

Person responsible means the sole owner of the business subject to this article; the partners if a partnership owns the business subject to this article, the corporate president or designated general manager or agent if a corporation owns the business subject to this article.

Transient means any person residing for a continuous period of less than one month in a hotel, motel or other furnished accommodations available to the public.

Such other definitions as contained in s 66.0615.

40-2 Tax Imposed

Pursuant to Wis. Stats. § 66.0615 (1m)(a), a tax is imposed on the privilege of furnishing at retail rooms or lodging to customers by hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodation. **Such tax shall be at the rate of eight percent of the gross receipts from such retail furnishing of rooms or lodging.** Such tax shall be collected from the customer when the customer's bill is paid, and shall be paid by the person responsible to the Financial Custodian as directed by the Town clerk-treasurer on a monthly basis. Such tax shall not be subject to the selective sales tax imposed by Wis. Stats. § 77.52(2). The proceeds of such tax shall be remitted to and received by the Financial Custodian monthly on or before the 20th day of the following month.

- (A) Such tax shall be distributed as provided by resolution of the board.

40-3 Permit

Every person furnishing rooms or lodging under section **xx-x** shall file with the clerk-treasurer an application for each place of business. Every application shall be made upon a form prescribed by the treasurer and shall set forth the name under which the applicant intends to transact business, location of the place of business and such other information as the treasurer requires. The application shall be signed by the owner, if a sole proprietor, or, if not a sole proprietor, by the person responsible who is authorized to act on behalf of the business.

40-4 Tax Number

The clerk-treasurer shall issue to each applicant a separate number for each place of business within the Town. Such number is not assignable and is valid only for the person in whose name it is issued and for the collection of the room tax at the place designated therein.

40-5 Records Retention

Every person liable for the tax imposed by this article shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as required by the clerk-treasurer and the State of Wisconsin.

40-5 Filing Returns

- (B) *Returns to be filed.* Returns shall be filed with the clerk-treasurer by persons subject to section 40-2 on or before the day such tax is due and payable. The return shall show the gross receipts from such retail furnishing of rooms or lodging of the preceding calendar month, the amount of tax imposed and such other information as the treasurer deems necessary for administrative purposes. An annual return shall be filed within

90 days of the close of each calendar or fiscal year and shall contain such information as the clerk-treasurer requires to administer this section. Each return shall be signed by the person required to file a return or an authorized agent, but need not be verified by oath. The clerk- treasurer may for good cause extend the time of filing any return, but not longer than 30 days from the filing date.

- (C) *Failure to file.* If any person required to make a return fails, neglects or refuses to do so for the amount and in the manner, form and time prescribed herein, the clerk-treasurer, according to their best judgment, shall determine the amount of the tax due the Town and make a doamage assessment upon the person who fails to file and pay on a timely basis. Each person whose tax is determined by the clerk-treasurer shall pay the amount determined plus interest at the rate of one percent per month on the unpaid balance. No refund or modification of the payment as determined by the clerk-treasurer may be granted until the person files a correct room tax return and permits the clerk-treasurer or an authorized agent to inspect and audit the records of the business required to be kept in section 40-5.
- (D) *Late filing fee.* In addition to any other forfeiture provided herein, whether imposed or not, a forfeiture of \$100.00 shall be imposed upon and collected from any person each time such person fails to file the return required in subsection (A) of this section on a timely basis.

40-6 Clerk-Treasurer's Right of Inspection, Audit, and Cure.

- (E) Whenever the clerk-treasurer has probable cause to believe that the correct amount of room tax has not been assessed upon and collected from customers or that the tax return is not correct, the clerk- treasurer may cause an inspection and audit of the financial records of any person subject to section 40-2 to determine whether or not the correct amount of room tax is assessed, collected and paid according to sections 40-2 and 40-5
- (F) If any person subject to section 40-2 fails to comply with a request by the clerk-treasurer or an authorized agent to inspect and audit the person's financial records as in subsection (a) of this section, such person shall be subject to a forfeiture in the amount of five percent of the tax due the Town at the time of the audit.
- (C) If any person subject to section 40-2 fails to comply with a request by the clerk-treasurer or an authorized agent to inspect and audit the person's financial records as in subsections (a) or (b) of this section, such person shall be subject to any other forms of cure identified below and as permitted under Wisconsin statutes applicable at that time.

40-7 Confidentiality

Information obtained under this article shall be confidential, except the clerk-treasurer may provide information to persons using the information in the discharge of duties imposed by law, the duties of their office, such as the duties of the office of room tax commissioner, or by order of a court. The clerk-treasurer may publish statistics classified so as not to disclose the identity of particular returns. Any person who violates any provision of this section shall forfeit not less than \$100.00 nor more than \$500.00.

40-8 Administration and Payment of Taxes

This section shall be administered by the clerk-treasurer and the finance committee. The tax imposed for the month is due and payable on the 20th day of the month following the collection of the tax from the customer under section 40-2.

40-9 Failure to Pay Tax When Due

- (G) *Forfeitures.* In addition to the forfeitures provided in this chapter and the tax due under this article, a forfeiture of 25 percent of the room tax due for the previous year under section 40-2 or \$5,000.00, whichever is less, shall be imposed upon any person or business that allows the monthly tax imposed to be delinquent under this article.
- (H) *Delinquent taxes.* The tax imposed by this article shall become delinquent if not paid within 30 days after the due date of the return or within 30 days after the expiration of an extension prior if one has been granted. If a return is filed late or there is no return filed, the due date for the taxes imposed is the due date of the return.
- (I) *Security may be required.* In order to protect the revenue of the Town, the Town clerk-treasurer shall require any person liable for the tax imposed by this section, who fails to pay the tax as herein required, to file with the treasurer before or after the permit is issued such security not in excess of \$5,000.00 cash or a surety bond equal to the prior months tax as the Town clerk-treasurer may refuse or revoke its permit. If any taxpayer is delinquent in the payment of the taxes imposed by this section, the Town clerk-treasurer may, upon ten days notice and after giving the taxpayer an opportunity to confer, recover the taxes, interest and penalties from the security or surety placed with the Town clerk-treasurer by such taxpayer. No interest shall be paid or allowed by the Town to any person for the deposit of such security.

Section 2: Severability

If any provision of this ordinance is found invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

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

Dated at Town of Lawrence, Wisconsin on this day of 2023.

TOWN OF LAWRENCE

Introduced by:

Seconded by:

Vote: ayes, nay

Town Chairman, Lanny Tibaldo

Attest: _____
Town Clerk, Cindy Kocken



Agenda Item Review

Meeting Date: 1/22/2024

Agenda Item#: 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Kurt Minten, DPW Director
AGENDA ITEM: Pickleball and basketball courts at Quarry Park

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Not yet, but use Park improvement funds.

Item History: The town contracted with Fred Kolkman at Tennis and Sports Surfaces, LLC. to design and provide construction management for new pickleball courts and reconstruction of the basketball court at Quarry Park.

Northeast Asphalt provided a proposal for \$87,840.00 for excavation and resurfacing of the courts. They also provided a proposal for \$11,660.00 for repaving of the trail out to Cady Lane. Kocken Bros proposal to remove the asphalt from the trail is \$2,320.00.

The part of the project that was bid out was the fence, basketball poles and pickleball nets and poles. Century Fence was the sole bidder for \$61,605.00.

The sealing coating and striping had two bidders. The lowest bidder was Valley Sealcoat for \$28,500.00. The second bid was from Holbrook Tennis Court Services for \$40,300.00.

Recommended Action: Recommend approval of the proposal from NEA for \$87,840.00 (excavation and new asphalt), additional \$11,660.00 for trail repave, Kocken Bros for \$2,320.00 for trail asphalt removal, Century Fence for \$61,605.00 and Valley Sealcoat for \$28,500.00.

Total amount of \$191,925.00.

Area Office
1524 Atkinson Drive
Green Bay, WI 54303



Gregory T. Grassman
Direct: 920-498-6701
Cell: 920-309-0634
Fax: 920-494-0745
ggrassman@walbecgroup.com

PROPOSAL

SUBMITTED TO:

Town of Lawrence
Attn: Kurt
2400 Shady Ct.
De Pere, WI 54115

DATE: January 4, 2024
PHONE:
JOB NAME: T/O Lawrence Quarry Park 2024
JOB LOCATION: 1625 Quarry Park Drive
PLAN DATE:

FAX:

For furnishing the necessary labor, material and equipment to complete the following:

BASE BID BASKETBALL AND PICKETBALL COURTS.

- Remove the existing asphalt pavement of approximately 580 SY.
- Excavate to a 12" average depth of approximately 1,511 SY.
- Install geogrid on a prepared subgrade on an area of approximately 1,511 SY.
- Place, fine grade, water and compact a 12" crushed aggregate base course of approximately 1,511 SY.
- Construct a 3.5" two-course compacted average depth asphalt pavement consisting of a 2" lower course and 1.5" upper course on an area of approximately 1,511 SY in the total area.
- Apply tack coat as necessary between lifts for bonding.

TOTAL BASE BID PRICE: \$87,840.00

Alternate #1 REPAVE TRAIL

- Remove existing asphalt on an area of approximately 478 SY.
- Fine grade, water and compact the existing base on an area of approximately 478 SY.
- Construct a 2.5" single course compacted average depth asphalt pavement consisting of a 2.5" 4LT 58-28S upper course asphalt pavement.

ADD TO BASE BID: \$11,660.00

Notes:

1. Landscape restoration and/or shouldering to be done by others.

If you have any questions on this proposal, please call me at the contact information listed above.

Thank you!

THIS PROPOSAL AND NORTHEAST ASPHALT, INC.'S OBLIGATION TO PROVIDE ANY LABOR, MATERIALS AND/OR EQUIPMENT HEREUNDER IS EXPRESSLY CONDITIONED UPON FEDERAL, STATE AND LOCAL REGULATIONS, RESTRICTIONS AND ORDERS PERTAINING TO THE COVID-19 PANDEMIC AND THE HEALTH, SAFETY AND WELFARE OF NORTHEAST ASPHALT, INC.'S EMPLOYEES. IF NORTHEAST ASPHALT, INC., IN ITS SOLE DISCRETION, IS UNABLE TO TIMELY AND/OR ADEQUATELY PROVIDE LABOR, MATERIALS, EQUIPMENT, AND/OR WORKFORCE TO FULFILL THIS PROPOSAL DUE TO THE COVID-19 PANDEMIC OR OTHER VIRUS OUTBREAKS, EPIDEMICS, AND PANDEMICS, THEN THIS PROPOSAL SHALL BE NULL AND VOID, NORTHEAST ASPHALT, INC. SHALL BE EXCUSED FROM ALL PERFORMANCE HEREUNDER, ANY AND ALL LIABILITY AGAINST NORTHEAST ASPHALT, INC. IS WAIVED, AND NORTHEAST ASPHALT, INC. SHALL BE ENTITLED TO REIMBURSEMENT OF ALL COSTS INCURRED AT THE TIME PERFORMANCE IS CEASED.

IF THIS PROPOSAL IS NOT ACCEPTED AND RETURNED WITHIN **10 DAYS** FROM THE DATE OF THIS PROPOSAL OR IF THE WORK IS NOT COMPLETED BY **SEPTEMBER 1ST 2024**, NORTHEAST ASPHALT, INC. RESERVES THE RIGHT TO WITHDRAW THE PROPOSAL OR MODIFY THE TERMS OF THE PROPOSAL/CONTRACT.

2007 Construction Year Price

FOR OFFICE USE ONLY

Financial Terms Approved

Date

PROPOSAL TERMS AND CONDITIONS

Work of Others: Prior to the commencement of the Work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the Work. If Northeast Asphalt, Inc. is directed to commence Work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Northeast Asphalt, Inc. commencing any of the Work before any others have completed their work.

Duration: In order to meet any agreed upon completion date, Northeast Asphalt, Inc. must receive a 10 day advance notice to proceed plus the total allowable number of working days required to complete the Work under normal conditions. Performance of the Work is contingent upon strikes, accidents or delays beyond Northeast Asphalt, Inc.'s control.

Changed Conditions: Any changed condition of the job specifications involving extra costs will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Northeast Asphalt, Inc. an extra charge over and above the original contract price for performance of the requested change order.

Utilities: Northeast Asphalt, Inc. will not be responsible for damage to any underground utilities or other hidden conditions if the Owner/Contractor fails to give Northeast Asphalt, Inc. advance notice of their existence and location. Owner/Contractor agrees to indemnify and hold Northeast Asphalt, Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such condition.

Access: Physical access by heavy equipment and material delivery vehicles to the site that is the subject of this contract may result in physical damage to property including but not limited to existing pavement, landscape or structures. Northeast Asphalt, Inc. will cooperate with the Owner/Contractor in finding alternative access solutions, but the Owner/Contractor does hereby release and hold harmless Northeast Asphalt, Inc. from any claims for physical damage caused from access to the site. Owner/Contractor agrees that any physical damage to property caused by Northeast Asphalt, Inc.'s heavy equipment and material delivery vehicles in the process of gaining access to the site, where no other access options have been made available, shall be the responsibility of the Owner/Contractor.

Restoration: Northeast Asphalt, Inc. will not be responsible for any restoration of adjacent areas disturbed as a result of construction, including, but not limited to, stone shoulder, adjustment of drainage structures or landscaping that may need to be performed to allow for proper drainage of water from the surface of the new pavement unless otherwise agreed to in the scope of work.

Damage Waiver: Any claim for property damage is conclusively waived unless presented to Northeast Asphalt, Inc. in writing within seven (7) calendar days of the occurrence.

Acceptance of Material/Labor: All materials and labor are conclusively accepted as satisfactory unless objected to in writing within seven (7) calendar days of performance.

Lien Law: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (NORTHEAST ASPHALT, INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR 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 BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."

Compliance with Laws: Owner/Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the site, the Work, or the Owner/Contractor shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same and shall indemnify and hold Northeast Asphalt, Inc. harmless for any fine, penalty or expense resulting from, arising out of, or in any way related to Owner/Contractor's violations under this paragraph.

Payment: Northeast Asphalt, Inc. proposes to furnish material and labor - complete in accordance with above specifications and prices. Northeast Asphalt, Inc. is entitled to final payment upon substantial completion of the "Work" required herein. Terms of payment shall be net on receipt of invoice. A 1.5% per month service charge shall be charged on all outstanding balances. Upon receipt of payment in full, Northeast Asphalt, Inc. will provide a lien waiver required by Owner/Contractor.

Collection Costs: If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner/Contractor agrees to pay all attorney's fees, costs and expenses incurred by Northeast Asphalt, Inc. in connection with collecting that amount.

Insurance/Indemnification: This Proposal is contingent upon the express agreement that indemnification, defense, additional insured status and waivers of subrogation, if required by the Owner/Contractor, shall be provided by Northeast Asphalt, Inc., but only to the extent of Northeast Asphalt, Inc.'s negligent acts or omissions in the performance of its work. Owner/Contractor to carry any necessary property insurance on the Work. Northeast Asphalt, Inc.'s workers are fully covered by Workers' Compensation Insurance. Northeast Asphalt, Inc. will meet insurance limits of liability by using a combination of primary insurance policies and umbrella/excess policies.

Warranty: All material is guaranteed to be as specified. All Work to be completed in a workmanlike manner according to standard practices. Northeast Asphalt, Inc.'s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Northeast Asphalt, Inc., its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage or excessive manipulation over the original design criteria. Northeast Asphalt, Inc.'s warranty for material and

workmanship is for the term of one year from Northeast Asphalt, Inc.'s last substantial labor date and is in lieu of any other warranty or remedy required by law.

Site Drainage: Northeast Asphalt, Inc. reserves the right to refuse to construct a pavement unless minimum grades of 1% are attainable for surface drainage. If the Owner directs construction with less than a minimum grade of 1% or if the plans do not provide 1% drainage in all directions, it is understood and agreed that waterponding may occur and that no warranty will attach to the Work. Northeast Asphalt, Inc. is not responsible for the redesigning of plan grades in order to establish a minimum of 1% drainage.

Subgrade/Aggregate Base: The Owner/Contractor is responsible to furnish Northeast Asphalt, Inc. a suitable subgrade/aggregate base having the ability to support the maximum axle loads transmitted from the heaviest construction and/or vehicle traffic anticipated as not to cause any deformation to the subgrade/aggregate base. All subgrade must be rough graded by Owner/Contractor to within $\pm 0.1'$ of the proposed plan subgrade elevations.

Heaving and Cracking: Heaving of asphalt pavements caused by, but not limited to, wet conditions, expansive soils and freeze-thaw cycles, is not the responsibility of Northeast Asphalt, Inc. Cracking of asphalt pavements caused by, but not limited to, freeze-thaw cycles, excessive drying of expansive soils, clay soils and reflective cracking, is not the responsibility of Northeast Asphalt, Inc.

Fine Grading of Aggregate Base by Northeast Asphalt, Inc.: If Northeast Asphalt, Inc. fine grades the surface to be paved, the Owner/Contractor shall furnish a surface rough graded to within $\pm 0.1'$ of the proposed plan aggregate base course elevations.

Fine Grading of Aggregate Base by Others: If Owner/Contractor fine grades the surface to be paved, Northeast Asphalt, Inc. may choose to request additional work to correct the surface to be paved for (but not limited to) stability, surface drainage, slope and elevation. Additional corrective work will be done at no cost to Northeast Asphalt, Inc.

Resurfacing: When resurfacing concrete, brick or asphalt pavements, Northeast Asphalt, Inc. is not responsible for the reproduction of cracks or expansion joints which may occur.

Exclusion of WDOT Specifications: If Wisconsin DOT Standard Specifications are being used, this proposal excludes the following: 450.3.2.1.1 and 450.3.2.1.2 Preparation and Paving Operations and Cold Weather Paving: Northeast Asphalt, Inc. will provide the best quality pavement achievable based on all other required standard specifications.

450.3.2.9 Testing (Ride Quality): Northeast Asphalt, Inc. will provide the best quality ride achievable based on all other required standard specifications.

455.2.2 and 455.2.3 Sampling and Testing (Asphaltic Materials): Northeast Asphalt, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Northeast Asphalt, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

460.2.8.2 Contractor Testing: Northeast Asphalt, Inc. will provide Owner/Contractor a Wisconsin approved mix design and all other material requirements per section 460. Northeast Asphalt, Inc. will perform daily quality control mixture testing at Owner/Contractor's request.

Incorporation: If any other agreement is entered into between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

Captions: The captions and headings at the beginning of each section of this Proposal are for convenience only and are to be given no weight in construing the provisions of this Agreement.

Authorized Signature: _____
Greg Grassman, Project Manager

Acceptance of Proposal - The above prices, specifications and terms and conditions are satisfactory and are hereby accepted. Northeast Asphalt, Inc. is authorized by Owner to do the Work as specified. Payment will be made to Northeast Asphalt, Inc. by Owner as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

Owner: _____ Date: _____

Signature: _____

Job Name: T/O Lawrence Quarry Park 2024

Date of Proposal: January 4, 2024

Kocken Brothers Excavating

734 Mystery Court

De Pere, WI 54115

Phone: (920) 336-1012 Fax: (920)336-2006

Email: kockenexcavating@yahoo.com

Contract Proposal

Proposal Date: 12/27/23

Contract Submitted to: Town of Lawrence

Job Name/Address: Walking path

We hereby submit specification and estimates for:

Remove the asphalt from the pickleball court to Cady La.

Notes:

Total: \$2,320.00

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

All prices are subject to change due to situational circumstances not estimated for on a time and material basis without any further required written authorization.

Authorized Acceptance Signature

Date

Proposal Terms:

This proposal may be withdrawn by Kocken Brothers Excavating if not accepted within 30 days of the above stated proposal date.

DOCUMENT 005000A

BID FORM - FENCING

SUBMITTED BY:

Company: Century Fence
Address: 1225 Lakeview Drive Green Bay, WI 54313
Estimator: Jason Plate
Phone Number: 920-360-6398

SUBMITTED TO: Mr. Kurt Minten
Director of Public Works
Town of Lawrence
2400 Shady Court
De Pere, WI 54115

FOR: 2024 Quarry Park
Basketball & Pickleball Court Reconstruction

PROJECT NO.: 23 - 035

DELIVER BIDS TO: Town of Lawrence
2400 Shady Court
De Pere, WI 54115

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, General and Supplementary Conditions, Divisions 01, 31 and 32: and Plans on file in the office of FKT&SS, LLC in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

Acknowledgement of Addenda:

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

BASE BID: All items per Section 011100 - Fencing for the sum of:

Sixty-One Thousand Six-Hundred and Five Dollars \$ 61,605.00

* Excludes Winter Installation

DOCUMENT 005000B

BID FORM - COLOR COATING

SUBMITTED BY:

Company: Valley Sealcoat, Inc.
Address: W 6265 Contractor Drive, Appleton, WI 54914
Estimator: Shawn Walter
Phone Number: (920) 731-0202

SUBMITTED TO:

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

FOR:

2024 Quarry Park
Basketball & Pickleball Court Reconstruction

PROJECT NO.:

23 - 035

DELIVER BIDS TO:

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, General and Supplementary Conditions, Divisions 01, 31 and 32: and Plans on file in the office of FKT&SS, LLC in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

Acknowledgement of Addenda:

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

BASE BID: All items per Section 011100 - General Construction for the sum of:

Twenty eight thousand five hundred dollars
\$ 28,500

ALTERNATE BID #2: Installation of fiberglass before color coating for the sum of:

Add/Delete (Circle one) from base bid:

Sixteen thousand one
hundred eighty-six dollars \$ 16,186.00

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of 60 days after the date of the bid opening. The Owner reserves the right to accept any or all bid items regardless of the order listed. It is the Owner's intent to award the contract to one Contractor.

All Addenda shall become part of the bid and the work, and shall be acknowledged above in the spaces provided.

A bid shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. The person signing the bid shall also file a certificate with the bid explaining the correction of the alteration or erasure.

Each bid must be accompanied by bid security as described in the Instructions to Bidders.

If a Corporation, what is the State of Incorporation?: Wisconsin

If a Partnership, state full name of all co-partners: _____

OFFICIAL ADDRESS

W6265 Contractor Drive
Appleton, WI 54914

FIRM NAME

Valley Sealcoat, Inc.
By Shawn Walter
Title President

By _____

Title _____

ATTACHMENT #1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: QUARRY PARK

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company)	Street address, city and state where company home office is located
N/A	



Bond Number: 2564122

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Valley Sealcoat Inc. as Principal,
and WEST BEND MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin
and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto
Town of Lawrence as Owner, in the full and just sum of
Five Percent (5 %) of amount bid for the payment
whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors
and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____
2024 Quarry Park Basketball & Pickelball Court Reconstruction

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in
accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a
contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation
shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 10 day of January, 20 24

Principal:

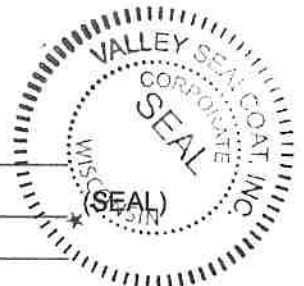
Valley Sealcoat Inc.

By: Shawn Walter

Name Typed: Shawn Walter, Owner

Title

Witness: Amey Wilber



Surety:

West Bend Mutual Insurance Company

By: Suzanne Zoromski

Name Typed: SUZANNE ZOROMSKI

Title

Witness: Suzanne Zoromski

Agency Name: ANSAY & ASSOCIATES LLC

Address: 4351 W COLLEGE AVE., STE 310

APPLETON, WI 54914

Phone Number: (920) 560-7000

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956,
1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2564122

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

SUZANNE ZOROMSKI

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

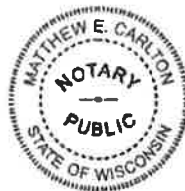
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of January, 2024



Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

DOCUMENT 005000B

BID FORM - COLOR COATING

SUBMITTED BY:

Company: Holbrook Tennis Court Services
Address: 7528 Tower Dr. West Bend, WI 53090
Estimator: Kyle Holbrook
Phone Number: 262-689-9593

SUBMITTED TO:

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

FOR:

2024 Quarry Park
Basketball & Pickleball Court Reconstruction

PROJECT NO.:

23 - 035

DELIVER BIDS TO:

Town of Lawrence
2400 Shady Court
De Pere, WI 54115

The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, General and Supplementary Conditions, Divisions 01, 31 and 32: and Plans on file in the office of FKT&SS, LLC in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, and equipment necessary for:

Acknowledgement of Addenda:

Addendum # _____

Date Received: _____

Addendum # _____

Date Received: _____

BASE BID: All items per Section 011100 - General Construction for the sum of:

forty thousand three hundred dollars
\$ 40,300.00

ALTERNATE BID #2: Installation of fiberglass before color coating for the sum of:

Add/Delete (Circle one) from base bid: Twenty nine thousand
six hundred seventy dollars \$ 29,670

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of 60 days after the date of the bid opening. The Owner reserves the right to accept any or all bid items regardless of the order listed. It is the Owner's intent to award the contract to one Contractor.

All Addenda shall become part of the bid and the work, and shall be acknowledged above in the spaces provided.

A bid shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid. The person signing the bid shall also file a certificate with the bid explaining the correction of the alteration or erasure.

Each bid must be accompanied by bid security as described in the Instructions to Bidders.

If a Corporation, what is the State of Incorporation?: WI

If a Partnership, state full name of all co-partners: _____

OFFICIAL ADDRESS

7528 Tower Dr.
West Bend, WI 53090

FIRM NAME

Holbrook Tennis Cart Services
By Kyle Holbrook
Title owner
By _____
Title _____



Agenda Item Review

Meeting Date: 1/22/2024

Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Res. 2024-001 – Approving Land Sale and Development Agreement – L-2278 – Northeast WI Rugby Foundation, Inc. – Lawrence Parkway**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, within future land sale revenues for TID 1

Item History

As part of the overall Lawrence Parkway sports/commercial corridor, we've discussed a spot for the Northeast WI Rugby Foundation / Green Bay Rugby, which seeks to locate a new facility that would fit within the current B-1 zoning on Lawrence Parkway/Little Rapids Road, specifically on Tax Parcel L-2278, currently owned by the Town.

They have been an integral part of the Town's nearby planning for Lawrence Parkway corridor sports, hotel, restaurant and similar type development for a number of years. The type of use would fall under the need for a conditional use/site plan in the future, and the group anticipates moving dirt in 2024 towards the creation of two rugby fields on the property and future buildouts for restrooms, concessions, club/locker rooms, permanent seating for spectators, etc.

While the property is located within TID #1, and the project will be subject to real estate taxes, there is no TIF incentive payment contemplated for the project. The Town has also discussed that nearby parking and additional fields will be developed on Town owned property in cooperation with Rugby, Sports Emporium and other applicable entities that may utilize these future facilities.

Recommended Action:

Consider Resolution 2024-001 – Authorizing and Approving Land Sale of Parcel L-2278 to Northeast Wisconsin Rugby Foundation, Inc.

**TOWN OF LAWRENCE
RESOLUTION #2024-001**

AUTHORIZING AND APPROVING THE SALE OF LAND TO NORTHEAST WISCONSIN RUGBY
FOUNDATION, INC;
PARCEL L-2278, APPROXIMATELY 10.23 ACRES, AND PROJECT AGREEMENT

WHEREAS, the Town currently owns land at 2240 Lawrence Parkway, Tax Parcel L-2278, (the “Property”); and

WHEREAS, Northeast Wisconsin Rugby Foundation, Inc. (hereafter, the “Buyer”) desires to purchase the property, and

WHEREAS, buyer desires the property for the purposes of constructing two rugby fields, and to assume a phased approach over time to construction of a concession stand, clubhouse, locker rooms, spectator seating and other similar improvements, as stipulated in proposed and attached Project Agreement, and:

WHEREAS, Town administration, with review and input from the Town Board of Supervisors, has negotiated terms of sale of the Property that are set forth in a certain Project Agreement thereto, a copy of which is attached hereto and marked Exhibit “A” (together, the “Agreement”); and

WHEREAS, the sale of the Property to Buyer is conditioned upon the acceptance and attainment of all necessary Town approvals prior to closing; and

WHEREAS, the Property is located in Town of Lawrence Tax Incremental District #1; and

WHEREAS, the Offer has been presented to the Town for review and consideration; and

WHEREAS, a project or development agreement between the buyer and the Town is required prior to any infrastructure construction or development activities progressing, and

WHEREAS, we have reviewed the proposed purchase terms, with proposed Project Agreement in its entirety;

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Lawrence, that it is in the best interests of the Town to accept the Offer to Purchase and Project Agreement according to its terms.

FURTHER RESOLVED, that the Town Chairman and Town Administrator, to wit: Lanny Tibaldo and Patrick Wetzell, respectively, are jointly authorized and directed to forthwith execute and deliver the purchase documents to the Buyer or its representative and authorized to execute the Northeast Wisconsin Rugby Foundation, Inc. Project Agreement.

FURTHER RESOLVED, that the Town Chairman and Town Administrator are jointly authorized to determine whether all conditions of the sale are satisfied and upon that determination, to execute and deliver to the Buyer, the title company handling the closing of the purchase of the Property and any other person or entity to whom delivery of closing documents may be appropriate, all documents pertaining to the conveyance of the Property on terms acceptable to the Town Chairman and Town Administrator in their discretion, and all documents required to accomplish the purposes of the sale of the Property, the signatures of the Town Chairman and Town Administrator on any such documents to be conclusive evidence that they deemed the same to be in the best interests of the Town.

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

Approved and adopted by the members of the Town Board of the Town of Lawrence, Brown County, State of Wisconsin this 22nd day of January 2024

Vote: __-Aye Town of Lawrence
 __-Nay

Attest:

Dr. Lanny J. Tibaldo, Town Chairperson

Cindy Kocken, Town Clerk-Treasurer