



1445 McMahon Drive Neenah, WI 54956
Mailing Address: P.O. Box 1025 Neenah, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284
Email: ireibold@mcmgrp.com

October 19, 2016

Mr. Mark Mommaerts
Village Planner
Village of Harrison
W5298 HWY '114'
Menasha, WI 54952

Re: Parker Farms-Final Roadway Acceptance
Project Walk-Through
McM No. H0006-9-16-00485.16

Dear Mark,

A walk-thru was completed for Parker Farms on Wednesday, October 19, 2016, to review the final roadway improvements of Jochmann Drive, Parker Way and Mase Court. The following items were observed and documented as corrective items prior to acceptance of the roadways:

1. At the intersection of Jochmann Drive & Emily Lane-SE corner (address N9458 Emily Lane), the sidewalk along Jochmann Drive does not extend to the Emily Lane back of curb as per the plan.
2. Complete the terrace restoration for both improved and un-improved lots. Curb to be backfilled and terrace uniformly graded, seeded and mulched. Final terrace restoration to be completed by November 1, 2016.
3. The temporary gravel access from CTH 'N' to Mase Court shall be removed.
4. The sidewalk along Lot 30, Mase Court, from Station 3+20 west to the termini was not installed per plan. The sidewalk is not a uniform distance or height above the top of curb. The end ten (10) sidewalk panels should be removed and replaced at a uniform minimum distance and height from the back of curb.
5. There are several homes where the sidewalk has not been constructed. What is the schedule for completion of the sidewalk?
6. The recreation trail along Jochmann Drive has not been constructed. What is the schedule for construction of the recreation trail?

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Mr. Mark Mommaerts
October 19, 2016

- 7. There are several areas throughout the project where the asphalt pavement overlaps the curb flange. This overlap typically becomes dislodged during the snowplowing operation.**
- 8. There are areas that the asphalt pavement does not extend to the curb flange, leaving a gap between the curb and asphalt pavement. This creates an area for water to pond and infiltrate to the base course.**
- 9. The Darbov Joint Sanitary District No.1 will schedule to clean and televise the sanitary sewer main. This is a new policy to review the sanitary sewer for potential damage as a result of the roadway construction.**

Please contact our office with any questions or comments regarding these items.

Very truly yours,

McMAHON



Lee R. Reibold, P.E.
Associate/Project Engineer

Cc: Bob Kesler – Village of Harrison

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9/26/16

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/26/2016 From Account:
Thru: 9/26/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
4391	9/26/2016	CORPORATE NETWORK SOLUTIONS, INC	
INV 50332	FROM 09/06/16	PATCH CABLE	
100-02-51400-400-000		Gen. Admin - Supplies	6.00
INV 50332	FROM 09/06/16	PATCH CABLE	
		Total	6.00
4392	9/26/2016	LAKE SHORE CLEANERS, INC.	
INV 33913	FROM 07/28/16	W5914 SWT PEA	
100-09-53311-400-000		Hwy Dept - Supplies	121.00
INV 33913	FROM 07/28/16	W5914 SWT PEA	
		Total	121.00
4393	9/26/2016	MCMAHON	
100-00-53441-100-000		Stormwater Projects NR216	353.65
INV 0903632	FROM 09/19/16	AMY AVE POND	
100-00-56700-000-000		Economic Development TID #1	608.50
INV 0903632	FROM 09/19	LAKEVIEW POND	
100-00-53441-100-000		Stormwater Projects NR216	432.00
INV 0903633	FROM 09/19	AMY AVE POND	
100-00-56700-000-000		Economic Development TID #1	805.75
INV 0903633	FROM 09/19	LAKEVIEW POND	
		Total	2,199.90
4394	9/26/2016	OFFICE DEPOT CREDIT PLAN	
		Balance through 09/13/16	
100-02-51400-400-000		Gen. Admin - Supplies	146.16
		Balance through 09/13/16	
		Total	146.16
4395	9/26/2016	PRINCIPAL LIFE	
		OFFICE DISABILITY OCTOBER	
100-02-51400-200-000		Gen. Admin - Benefits	195.38
		OFFICE DISABILITY OCTOBER	
100-09-53311-200-000		Hwy Dept - Benefits	323.93
		HWY DEPARTMENT DISABILITY OCTOBER	
		Total	519.31
4396	9/26/2016	STAMPS.COM	
		Ref #64686201524582005 For Account	

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/26/2016 From Account:
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Check Nbr	Check Date	Payee	Amount
100-02-51400-800-005	9/26/2016	Gen. Admin - Newsltr & Postage Ref #64686201524582005 For Account	2,500.00
		Total	2,500.00
4397	9/26/2016	TIME WARNER CABLE 4901 Service period 09/24-10/23	
100-02-51400-400-006	9/26/2016	Gen. Admin - Service Contracts Service period 09/24-10/23	145.30
		Total	145.30
4398	9/26/2016	TIME WARNER CABLE 5101 Service period 09/23-10/22	
100-02-51400-400-006	9/26/2016	Gen. Admin - Service Contracts Service period 09/23-10/22	101.36
		Total	101.36
4399	9/26/2016	TOM JULIAN REIMBURSEMENT FOR DAMAGES TO DOG FENCE	
100-09-53311-900-000	9/26/2016	Hwy Dept - Road Maintenance REIMBURSEMENT FOR DAMAGES TO DOG FENCE	140.00
		Total	140.00
		Grand Total	5,879.03

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/26/2016 From Account:
Thru: 9/26/2016 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND 5,879.03

Total Expenditure from all Funds 5,879.03

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/26/2016
Thru: 9/26/2016

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		5,879.03
	Total Expenditure - Fund # 100	5,879.03	
	Total	5,879.03	5,879.03

Bills Paid 9/29/16

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Dated From: 9/29/2016

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
4400	9/29/2016	INVESTORS COMMUNITY BANK	
	October 1, 2016	Loan Payment	
100-00-57220-000-000		Capital Outlay - Parks	5,655.00
	October 1, 2016	Loan Payment	
		Total	5,655.00
		Grand Total	5,655.00

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/29/2016
Thru:

From Account:
Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	5,655.00
Total Expenditure from all Funds	5,655.00

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Posting Date: 9/29/2016

THE BUSINESS BANK-GENRL CHCKNG

Dated From: 9/29/2016

Thru:

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		5,655.00
	Total Expenditure - Fund # 100	5,655.00	
	Total	5,655.00	5,655.00

bills paid
10/7/16

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/07/2016

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
4401	10/07/2016	AMERICAN MESSAGING INV U1860083QJ FROM 10/01/16	
100-09-53311-900-000		Hwy Dept - Road Maintenance INV U1860083QJ FROM 10/01/16	5.00
		Total	5.00
4402	10/07/2016	ANDERS AUTO PARTS, INC Inv 001005239 from 09/21/16	
100-09-53311-700-000		Hwy Dept - Equip Maintenance Inv 001005239 from 09/21/16	10.10
		Total	10.10
4403	10/07/2016	BLUE PRINT SERVICE COMPANY Invoice 96618 ward maps 10/06/16	
100-00-51440-400-000		Elections - Supplies Invoice 96618 ward maps 10/06/16	81.50
		Total	81.50
4404	10/07/2016	BOB KESLER Purchase of 140 bales of cover hay	
100-09-53311-901-000		Hwy Dept - Ditching/Grading Purchase of 140 bales of cover hay	350.00
		Total	350.00
4405	10/07/2016	CARSTENS ACE HARDWARE INV 135551 DATED 08/22/16	
100-06-52200-400-000		Fire Dept - Supplies INV 135551 DATED 08/22/16	26.98
100-06-52200-400-000		Fire Dept - Supplies INV 135825 DATED 08/27/16	13.49
		Total	40.47
4406	10/07/2016	HERRLING CLARK LAW FIRM LTD services through 09/27/16	
100-00-51300-000-000		Legal services through 09/27/16	18,136.76
		Total	18,136.76
4407	10/07/2016	KAATS WATER CONDITIONING INC. CHARGES THROUGH 09/20/2016	

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Dated From: 10/07/2016 From Account:
Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-400-000		Hwy Dept - Supplies	44.73
		CHARGES THROUGH 09/20/2016	
		Total	44.73
4408	10/07/2016	L & S TRUCK CENTER	
		INV 265508 FROM 09/20/16 FIRE ENGINE	
100-06-52200-600-000		Fire Dept - Vehicle Maint.	424.20
		INV 265508 FROM 09/20/16 FIRE ENGINE	
		Total	424.20
4409	10/07/2016	LISOWE OIL	
		INV 18177 FROM 09/30/2016	
100-09-53311-600-030		Hwy Dept - Fuel	330.16
		INV 18177 FROM 09/30/2016	
100-09-53311-600-030		Hwy Dept - Fuel	1,424.25
		INV 18176 FROM 09/30/2016	
100-09-53311-600-030		Hwy Dept - Fuel	1,366.60
		INV 18059 FROM 09/15/2016	
100-09-53311-600-030		Hwy Dept - Fuel	365.63
		INV 18060 FROM 09/15/2016	
		Total	3,486.64
4410	10/07/2016	MCPMAHON	
		INV 0903742 from 9/22 Sunrise Cottonwood	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	1,397.00
		INV 0903742 from 9/22 Sunrise Cottonwood	
100-09-57330-000-000		Hwy Projects - Capital Outlay	3,434.13
		Inv 0903743 from 9/22 Crack & Chip Seal	
100-00-57220-000-000		Capital Outlay - Parks	189.20
		Inv 0903736 from 9/22 Manitowoc Rd Park	
100-00-57220-000-000		Capital Outlay - Parks	319.50
		Inv 0903735 from 9/22 Cty N Park	
100-09-57330-000-000		Hwy Projects - Capital Outlay	508.00
		Inv 0903737 from 9/22 Kernan & Hazelnut	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	329.60
		Inv 0903751 from 9/22 Tax ID 5759	
		Total	6,177.43
4411	10/07/2016	MENARDS-APPLETON EAST	
		INV 2426 FROM 09/22/2016	

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Dated From: 10/07/2016 From Account:
Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53315-902-000		Hwy Dept - Signs	1,164.80
		INV 2426 FROM 09/22/2016	
		Total	1,164.80
4412	10/07/2016	MGD INDUSTRIAL CORPORATION	
		INVOICE 148856 DATED 09/22/16	
100-09-53311-400-000		Hwy Dept - Supplies	69.20
		INVOICE 148856 DATED 09/22/16	
		Total	69.20
4413	10/07/2016	POSTMASTER	
		2016 October newsletter	
100-02-51400-800-005		Gen. Admin - Newsltr & Postage	810.99
		2016 October newsletter	
		Total	810.99
4414	10/07/2016	ROCKET INDUSTRIAL	
		INV IN00080850 FROM 10/04/16	
100-09-53311-505-000		Hwy Dept - Building Maint	120.44
		INV IN00080850 FROM 10/04/16	
		Total	120.44
4415	10/07/2016	ROGER BOWERS CONSTRUCTION CO INC	
		09/06/16 TOP SOIL PICKED UP	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	100.00
		09/06/16 TOP SOIL PICKED UP	
		Total	100.00
4416	10/07/2016	SHERWOOD ELEVATOR	
		INV 0006550 FROM 09/07/16	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	298.99
		INV 0006550 FROM 09/07/16	
		Total	298.99
4417	10/07/2016	SPEEDY CLEAN	
		INV 61312 FROM 09/26/16 WASH BAY	
100-09-53311-505-000		Hwy Dept - Building Maint	490.00
		INV 61312 FROM 09/26/16 WASH BAY	
		Total	490.00

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Dated From: 10/07/2016 From Account:
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Check Nbr	Check Date	Payee	Amount
4418	10/07/2016	STUMPF CREATIVE LANDSCAPE Inv 9005 dated 09/26/16	
100-09-53311-900-000		Hwy Dept - Road Maintenance Inv 9005 dated 09/26/16	1,097.00
		Total	1,097.00
4419	10/07/2016	STUMPF EXCAVATING & TRUCKING Inv 6996 from 10/03/16 pump tanks	
100-09-53311-505-000		Hwy Dept - Building Maint Inv 6996 from 10/03/16 pump tanks	240.00
		Total	240.00
4420	10/07/2016	SUPERIOR CHEMICAL CORPORATION INV 138457 FROM 09/28/16	
100-09-53311-700-000		Hwy Dept - Equip Maintenance INV 138457 FROM 09/28/16	116.00
		Total	116.00
4421	10/07/2016	TIME WARNER CABLE-6401 Acc 606836401 service period 10/08-11/07	
100-02-51400-400-006		Gen. Admin - Service Contracts Acc 606836401 service period 10/08-11/07	496.96
		Total	496.96
4422	10/07/2016	WAVERLY SANITARY DISTRICT Account 000-2781-00	
100-07-52200-500-023		Fire Station 70 - Water/Sewer Account 000-2781-00	30.19
		Total	30.19
4423	10/07/2016	WIL-KIL PEST CONTROL Inv 2994360 Fire Station 70	
100-02-51400-400-006		Gen. Admin - Service Contracts Inv 2994360 Fire Station 70	40.00
100-02-51400-400-006		Gen. Admin - Service Contracts Inv 2993572 Village Hall	77.75
100-02-51400-400-006		Gen. Admin - Service Contracts Inv 2994358 Fire Station 60	40.00
100-02-51400-400-006		Gen. Admin - Service Contracts Inv 2993573 Village Hall Spray	139.75

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Dated From: 10/07/2016

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Thru Account:

Check Nbr	Check Date	Payee	Amount
100-02-51400-400-006		Gen. Admin - Service Contracts	85.00
		Inv 2994359 Fire Station 60	
100-02-51400-400-006		Gen. Admin - Service Contracts	100.00
		Inv 2994361 Fire Station 70	
		Total	482.50
		Grand Total	34,273.90

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Dated From: 10/07/2016

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Thru Account:

	Amount
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Total Expenditure from Fund # 100 - GENERAL FUND	34,273.90
Total Expenditure from all Funds	34,273.90

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Posting Date: 10/07/2016

THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/07/2016

Thru:

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		34,273.90
	Total Expenditure - Fund # 100	34,273.90	
	Total	34,273.90	34,273.90

Bills Paid
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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/14/2016 From Account:
Thru: 10/14/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
4424	10/14/2016	ADVANCED DISPOSAL GARBAGE DUMPSTER for Sept	
100-00-53620-000-000		Refuse and Garbage Collection GARBAGE DUMPSTER for Sept	79.00
100-00-53635-000-000		Recycling Collection RECYCLING DUMPSTER for Sept	54.00
100-00-53620-000-000		Refuse and Garbage Collection FUEL FEE	0.00
100-00-53620-000-000		Refuse and Garbage Collection 90 GALLON CARTS for Sept	27,480.26
100-00-53635-000-000		Recycling Collection LANDFILL TAX	0.00
100-00-53635-000-000		Recycling Collection RECYCLING SERVICE for Sept	13,368.80
100-00-53620-000-000		Refuse and Garbage Collection REPLACEMENT CART(S)	0.00
100-00-53620-000-000		Refuse and Garbage Collection SPRING PICK UP	0.00
100-00-53620-000-000		Refuse and Garbage Collection BULKY ITEM PICKUP W5965 PEACEFUL LN	50.00
100-00-53620-000-000		Refuse and Garbage Collection Freon pickup at W6433 Dogwood Ln	280.00
		Total	41,312.06
4425	10/14/2016	BENEFIT ADVANTAGE Inv 399459 dated 10/12/16 OctoberBilling	
100-02-51400-200-000		Gen. Admin - Benefits Inv 399459 dated 10/12/16 OctoberBilling	35.00
		Total	35.00
4426	10/14/2016	BIRSCHBACH INSPECTION SERVICE, LLC Building Inspections September 2016	
100-00-52400-000-000		Building Inspector - Contract Building Inspections September 2016	4,257.00
		Total	4,257.00
4427	10/14/2016	CALUMET COUNTY TREASURER Inv 9904468 Absentee Envelopes	

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Dated From: 10/14/2016 From Account:
Thru: 10/14/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-00-51440-400-000		Elections - Supplies	402.35
		Inv 9904468 Absentee Envelopes	
		Total	402.35
4428	10/14/2016	DARBOY SANITARY DISTRICT billing period 06/30-09/30 2016	
100-00-55200-000-000		Parks - Maint. and Utilities	114.55
		billing period 06/30-09/30 2016	
		Total	114.55
4429	10/14/2016	JEFF WISNET Boot reimbursement for 2016	
100-09-53311-400-000		Hwy Dept - Supplies	267.75
		Boot reimbursement for 2016	
		Total	267.75
4430	10/14/2016	MODERN BUSINESS MACHINES Invoice 174873 November billing	
100-02-51400-400-006		Gen. Admin - Service Contracts	555.86
		Invoice 174873 November billing	
		Total	555.86
4431	10/14/2016	SCHWAAB, INC. INV A074062 FROM 09/28/16	
100-02-51400-400-000		Gen. Admin - Supplies	50.65
		INV A074062 FROM 09/28/16	
		Total	50.65
4432	10/14/2016	SCOTT CONSTRUCTION Certificate of Payment #2 Chip Seal prog	
100-09-57330-000-000		Hwy Projects - Capital Outlay	250,309.37
		Certificate of Payment #2 Chip Seal prog	
100-09-57330-000-000		Hwy Projects - Capital Outlay	30,016.35
		Certificate of Payment #3 Chip Seal prog	
		Total	280,325.72
4433	10/14/2016	SHERWOOD WATER & SEWER ACCOUNT NUMBER 000-3050-00 STATION 60	
100-06-52200-500-023		Fire Station 60 - Water/Sewer	152.88
		ACCOUNT NUMBER 000-3050-00 STATION 60	

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Dated From: 10/14/2016 From Account:
Thru: 10/14/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount
100-06-52200-500-023	10/14/2016	Fire Station 60 - Water/Sewer	581.92
		ACCOUNT NUMBER 000-3055-00 TOWN	
		Total	734.80
4434	10/14/2016	STUMPF EXCAVATING & TRUCKING	
		Inv 6767 from 10/17/16 pump tanks	
100-09-53311-505-000	10/14/2016	Hwy Dept - Building Maint	240.00
		Inv 6767 from 10/17/16 pump tanks	
		Total	240.00
4435	10/14/2016	SUPERIOR VISION INSURANCE	
		OFFICE VISION INSURANCE for NOVEMBER	
100-02-51400-200-000	10/14/2016	Gen. Admin - Benefits	81.90
		OFFICE VISION INSURANCE for NOVEMBER	
100-09-53311-200-000	10/14/2016	Hwy Dept - Benefits	112.80
		SHOP- VISION INSURANCE for NOVEMBER	
		Total	194.70
4436	10/14/2016	TECC Security Systems, Inc.	
		Inv 40839 dated 10/15/16 monitoring	
100-02-51400-400-006	10/14/2016	Gen. Admin - Service Contracts	456.00
		Inv 40839 dated 10/15/16 monitoring	
		Total	456.00
4437	10/14/2016	THEDACARE AT WORK	
		Inv 210792 dated 10/03/16	
100-09-53311-306-000	10/14/2016	Hwy Dept - CDL/Testing	81.00
		Inv 210792 dated 10/03/16	
		Total	81.00
4438	10/14/2016	ULTIMATE CLEANING LIMITED	
		INVOICE 1562 FOR NOV SERVICES/ WINDOWS	
100-02-51400-400-006	10/14/2016	Gen. Admin - Service Contracts	355.50
		INVOICE 1562 FOR NOV SERVICES/ WINDOWS	
		Total	355.50
4439	10/14/2016	VIERBICHER ASSOCIATES, INC.	
		PROJECT 150343 HARRISON COMP PLAN INV 6	
100-01-51101-304-000	10/14/2016	Planning - Consultants	9,044.00
		PROJECT 150343 HARRISON COMP PLAN INV 6	

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/14/2016 From Account:
Thru: 10/14/2016 Thru Account:

Check Nbr	Check Date	Payee	Amount	
			Total	9,044.00
4440	10/14/2016	WISCONSIN MEDIA INV 0000164851 FOR PERIOD 09/19-09/19		
100-02-51400-800-000		Gen. Admin - Publications INV 0000164851 FOR PERIOD 09/19-09/19	87.09	
			Total	87.09
			Grand Total	338,514.03

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/14/2016 From Account:
Thru: 10/14/2016 Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	338,514.03
Total Expenditure from all Funds	338,514.03

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Posting Date: 10/14/2016

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/14/2016
Thru: 10/14/2016

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		338,514.03
	Total Expenditure - Fund # 100	338,514.03	
	Total	338,514.03	338,514.03



APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS

Village of Harrison, Wisconsin Town of Harrison, Wisconsin

To the Board of the Village of Harrison, WI or Town of Harrison, WI:

I hereby apply for a license to serve, from date hereof to June 30, 2017, inclusive (unless sooner revoked), Fermented Malt Beverages and Intoxicating Liquors, subject to the limitation imposed by Section 125 of the Wisconsin Statutes and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license be granted to me.

I understand that any falsification, omissions, or misleading information on this application is grounds for denial of my license application or revocation of any license issued.

Last Name: ASMAN (Now Blaskowski) First Name: Katherine Middle I: L
Street Address: 4501 Oriander Court City: Kaukauna Zip: 54901
Day Phone: 920-475-1016 Evening Phone: -
Date of Birth: _____ Where will you be working?: SPUR
Driver's License Number: _____
Do you currently hold or have held an operator's license within the last 2 years? YES / NO
If yes, please list the municipality which issued your license: SPUR

List any offenses you have been convicted of in the last 5 years which were felony, misdemeanor, or local ordinance. Include juvenile convictions and alcohol related traffic violations (drunk driving, open intoxicant in vehicle, etc.) Failure of full disclosure may prohibit approval of license.

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 7th day of October 2016/17.

Carol Kraus
Witness Signature

Witness Address: W5298 Hwy 114
Menasha

X Katherine Blaskowski 10.3.16
Applicant Signature Date

Office Use Only: \$25.00 Background Check
Course Completion

Based on the above identifying data provided for this search, no matching Wisconsin arrest records were found at this time. These search results do not preclude an individual from having an arrest record at a local law enforcement agency that was not reported to the Department of Justice or in another state, or juvenile records that are confidential by law. The results of this search are effective and current for the date of this search only. A new search should be submitted if an updated response is needed at a later time.



Discharge of Firearms Application

Owner mailing address: W8127 State Park Rd Menasha

I, Don Mielke own 110 contiguous acres of land
(name) (# of acres)

within the Town of Harrison or Village of Harrison, located at:

S of tracks on State Park Rd Menasha
(address or description of property)

I acknowledge as the land owner, I

- am the only one who can give non-family members permission to fire or discharge firearms on the land.
- must request a waiver annually.
- that the waiver can be revoked for a violation of WI State Statute Chapter 167 or Chapter 941 relative to the use of firearms.

Don Mielke
Authorized Signature (Land Owner)

2-24-16
Date

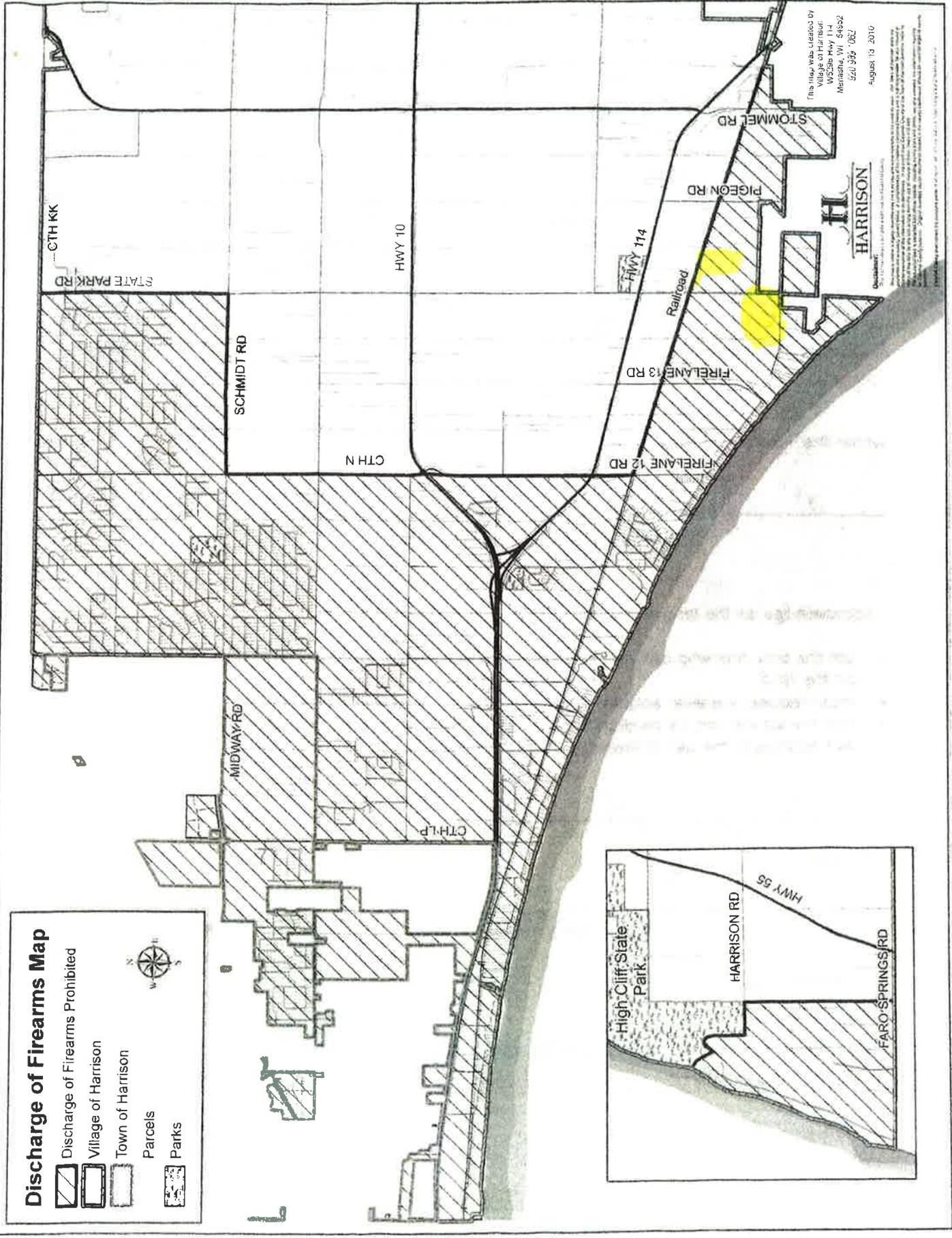
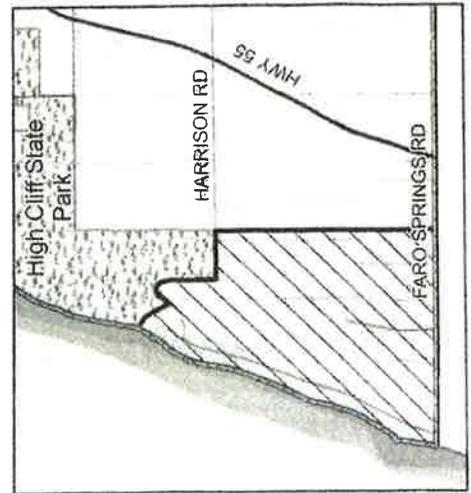
BOARD ACTION: Approve Deny date of meeting

Copy to:

Land owner Calumet County Sheriff's Department Municipal Copy

Discharge of Firearms Map

-  Discharge of Firearms Prohibited
-  Village of Harrison
-  Town of Harrison
-  Parcels
-  Parks



This map was created by
 Village of Harrison
 W3395 Hwy 114
 Menasha, WI 54952
 920.995.0822
 August 13, 2010

HARRISON

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Discharge of Firearms Application

Owner mailing address: N 8162 Pigeon Rd

I, David Dhein own 46 contiguous acres of land
(name) (# of acres)

within the Town of Harrison or Village of Harrison, located at:

Same
(address or description of property)

I acknowledge as the land owner, I

- am the only one who can give non-family members permission to fire or discharge firearms on the land.
- must request a waiver annually.
- that the waiver can be revoked for a violation of WI State Statute Chapter 167 or Chapter 941 relative to the use of firearms.

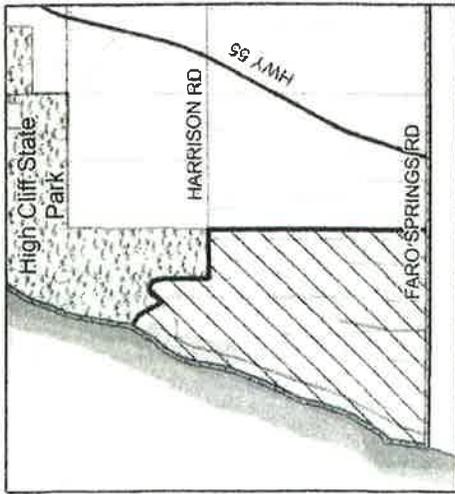
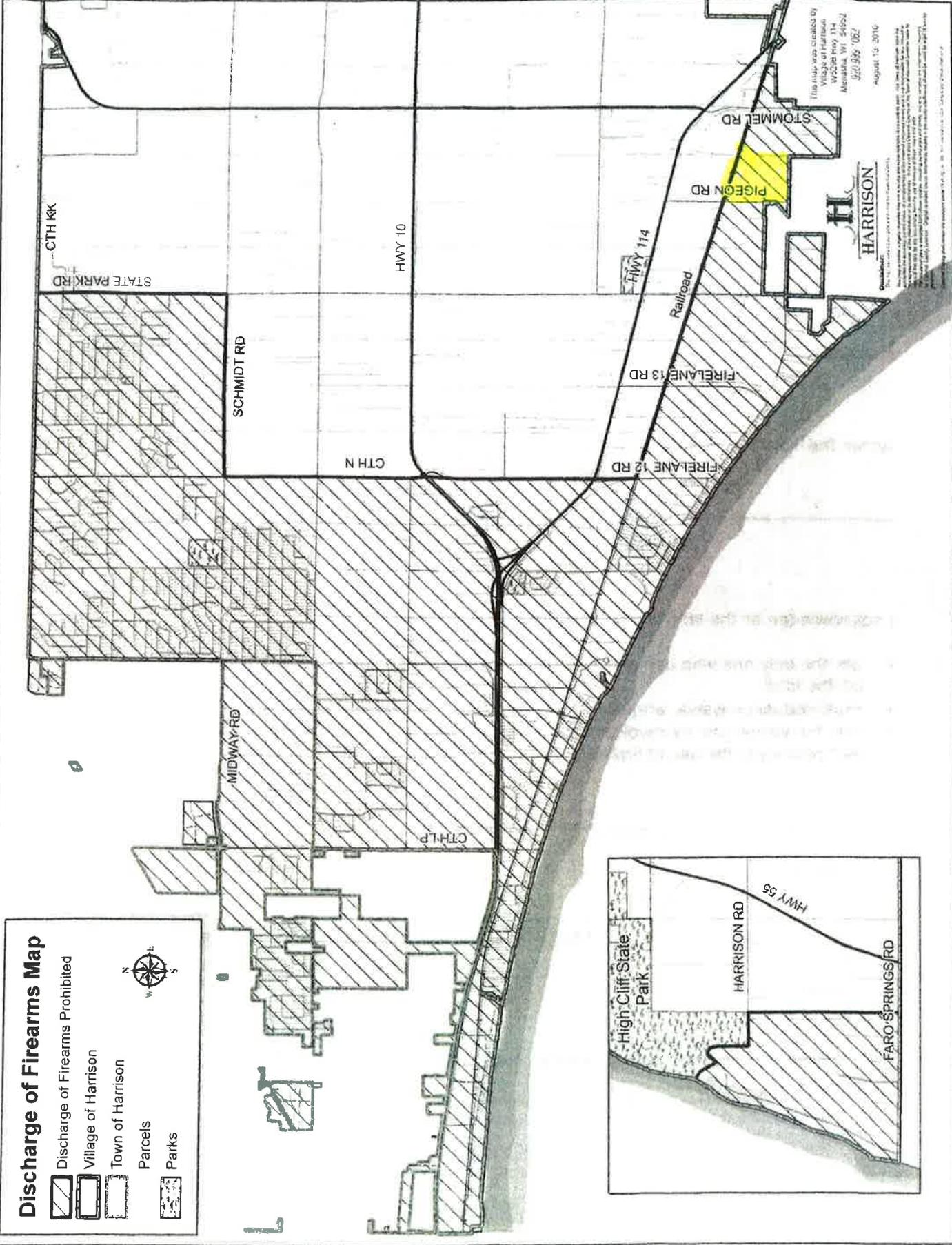
David Dhein
Authorized Signature (Land Owner)

10/13/16
Date

BOARD ACTION: <input type="checkbox"/> Approve <input type="checkbox"/> Deny <input type="checkbox"/> _____ date of meeting
Copy to:
Land owner <input type="checkbox"/> Calumet County Sheriff's Department <input type="checkbox"/> Municipal Copy <input type="checkbox"/>

Discharge of Firearms Map

-  Discharge of Firearms Prohibited
-  Village of Harrison
-  Town of Harrison
-  Parcels
-  Parks



This map was created by
 Village of Harrison
 W2309 Hwy 114
 Menasha, WI 54952
 920.555.0827
 August 15, 2016

HARRISON

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**VILLAGE OF HARRISON
BOARD MEETING MINUTES
10/11/2016**

A regular meeting of the Village of Harrison board was called to order on Tuesday, October 11, 2016 at 7:00pm in the Harrison Municipal Building with President Jim Salm presiding. After the Pledge of Allegiance was recited, roll was called.

Board present: President Jim Salm, Trustees Joe Sprangers, Buddy Lisowe, Tyler Moore, Kevin Hietpas, Dave La Shay, and Tamra Nelson.

Staff present: Clerk Jennifer Weyenberg and Manager Travis Parish.

Excused: None

Correspondence or Communications from Board and Staff

None

Public Comments

None

Consent Agenda

- a) Discharge of Firearms Application- Verona Van De Hey, W6333 Woodland Rd
- b) Minutes from 09/27/16
- c) Certificate of Payment #2 in the amount of \$250,309.37 to Scott Construction
- d) Certificate of Payment #3 in the amount of \$30,016.35 to Scott Construction

Motion by Trustee Moore with second by Trustee Lisowe to approve the consent agenda.

Discussion: None

Motion carried 7-0.

Items removed from Consent Agenda (if any)

None

Appointments

None

Unfinished Business from Previous Meetings for Consideration or Action

None

New Business for Consideration or Action

a) Update on Harrison/Sherwood Cooperation Meeting by Mary Kohrell: Mary reported that she met with the committee members and a Fire Contract workshop will be held next month. The group felt that if they start there it will pave the course for closer communication. This was an update only; no action was taken.

b) Recommendations of Ad Hoc Parks Committee

(i) All new subdivisions contain at least ½ acre of park land per 50 lots:

Motion by Trustee Nelson and second by Trustee Moore to send this to the Plan Commission.

Discussion: A concern was raised by Trustee Sprangers that the village is going to end up with too many wetland areas under this proposal and that it might be difficult to maintain the increased number of tot lots. Trustee La Shay questioned the cost factor.

Motion carried 7-0.

(ii) Village construct a new park on Manitowoc Road in 2017:

Motion by Trustee Nelson and second by Trustee Moore to send this item to Budget Committee for review of funding for 2017.

Discussion: Trustee La Shay wants it to go to 2018 because the village board won't know numbers for this year's budget. President Salm wants to start developing the land since we already own it. Manager T. Paris gave the option of a short term loan of 3-5 years to pay for the project.

Motion carried 7-0.

(iii) Village construct a trail on Manitowoc Road in 2019:

Motion by Trustee Moore and second by Trustee Lisowe to send the recommendation of installing a trail on Manitowoc Road in 2019 to the Budget Committee for review of future funding.

Discussion: Trustees Hietpas and Sprangers asked how this is different from the motion that was denied last month and Trustee Nelson explained that last month the engineering costs were denied. Trustee Lisowe added that he made a promise to Bob Mayfield to start installing some Safe Routes to School and he intended to keep his promise. Trustee Hietpas questioned if we could ever put a trail in on the south side because of the power lines and that it would cost too much to do so.

Motion carried 5-2 on a roll call vote with Lisowe, Moore, Salm, Hietpas, and Nelson in favor and Sprangers and La Shay opposed.

Reports of Ad Hoc Committees and Departments

None

Future Agenda Items

Trustee Lisowe asked that the results of the speed study on Manitowoc Rd be placed on the next agenda. Trustee Moore will provide an update on Halloween in the Park.

There being no other business, a motion was made by Trustee Moore with second by Trustee Lisowe to adjourn at 7:42pm. Motion carried 7-0.

Jennifer Weyenberg, Village Clerk
Prepared October 11, 2016
Approved October 25, 2016



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: Tuesday, October 25th, 2016

Title:

Speed Study on Manitowoc Rd.

Issue:

Should the Village reduce the speed limit on Manitowoc Rd.?

Background and Additional Information:

At a previous Village Board meeting, a resident asked the Village Board to reduce the speed limit on Manitowoc Rd. between Woodland School and CTH N. They had recently purchased a home in the area and were concerned with the number of vehicles speeding near the school.

State law requires municipalities to conduct a speed study before they are allowed to reduce the speed limit on roads. In this instance, a resident of Harrison who works for the WDOT was able to conduct a study for the Village. The results of that study are attached.

The study shows that 45 mph is the appropriate speed limit on Manitowoc Rd.

Budget/Financial Impact:

None.

Recommended Motion:

No motion is needed as the current speed limit on Manitowoc Rd. is 45 mph.

Attachments:

Email and study results.

Travis Parish

From: Bob Kesler
Sent: Wednesday, October 12, 2016 6:48 AM
To: Travis Parish
Cc: Mark Mommaerts; Jennifer Weyenberg
Subject: FW: Speed zone study information
Attachments: Manitowoc Road Town of Harrison speed zone study worksheet - template v4.3.pdf; NER combined speed management documents .pdf; speed fact sheet -mpk (2).pdf

The results of the Manitowoc road speed study

From: Hamilton, Rodney - DOT [mailto:Rodney.Hamilton@dot.wi.gov]
Sent: Monday, October 10, 2016 9:02 AM
To: Bob Kesler
Cc: Hamilton, Rodney - DOT
Subject: RE: Speed zone study information

Good morning Bob...

I processed the speed data collected on Manitowoc Road near Hedgerow Drive. The actual speed capture zone was approximately 400 feet east of Hedgerow Drive. Speed data was collected between 9/27 and 10/3 2016. Approximately 8,100 free flow vehicle speeds are included in the review. This review covers Manitowoc Road between North Coop Road east to CTH N. Based on the speed data collected on this segment of Manitowoc Road, I did not collect speed data between CTH LP east to North Coop Road. Cross-section geometrics and driveway/access point spacing are very similar on both these segments of Manitowoc Road. Based on my experience, both segments would have very similar driver speed profiles.

The first PDF is a summary of speed data collected.

Manitowoc Road – North Coop Road east to CTH N:

85th percentile speed: 50.5 mph
50th percentile speed: 44.7 mph
Pace speed range: 41 to 50 mph

Based on national and state regulatory speed zone management criteria, the village/township does not have authority to lower the speed limit on this segment of Manitowoc Road below 45 mph. Regulatory speed limits should be set within 5 mph of the recorded 85th percentile speed. In this location, the existing 45 mph is a reasonable regulatory speed limit. Approximately 60 % of drivers are complying with the existing 45 mph regulatory speed limit. If this segment of was posted with a 35 mph regulatory speed limit approximately 10 percent of drivers would be in compliance. If a 35 mph regulatory speed limit was posted, the percent of drivers violating the posted speed limit would raise from 40% to 90% in violation.

One additional comment regarding local authority to modify regulatory speed limits. State Statute 346.57 defines locations for different statutory speed limits allowed in Wisconsin, State Statute 349.11 defines the powers of state and local authorities to modify speed limits. When reading these Statutes it is very easy to miss the requirement that changes shall be based on a "traffic engineering investigation or study", including modifications allowed under State Statutes. This is of particular importance when considering 25 and 35 mph fixed speed limits allowed by statute within corporate limits of a city or village.

I also included two additional speed management documents for your use. Both these documents summarize national speed management standards and criteria. These standards are followed by all 50 states and approximately 95% of counties in America.

Hopefully this information is useful.

Rod

Rod Hamilton, P.E.
Traffic Engineer
Wisconsin Department of Transportation
DTSD NE Region Traffic
944 Vanderperren Way
Green Bay, WI 54304
920-492-5652, 920-492-5711 (fax)
rodney.hamilton@dot.wi.gov

From: Bob Kesler [<mailto:BKesler@harrison-wi.org>]
Sent: Monday, October 03, 2016 1:10 PM
To: Hamilton, Rodney - DOT <Rodney.Hamilton@dot.wi.gov>
Subject: RE: Speed zone study information

Rodney do you have any updates on Manitowoc road thanks bob.

From: Hamilton, Rodney - DOT [<mailto:Rodney.Hamilton@dot.wi.gov>]
Sent: Tuesday, September 06, 2016 9:28 AM
To: Bob Kesler
Subject: RE: Speed zone study information

We no longer do the entire speed studies for county and township roads. I was told that ended back in the early 1990's.

I will set up the radar box, collect data and give you an opinion based on the speed data collected. I plan to set up recorder sometime this week.

Rod Hamilton, P.E.
Traffic Engineer
Wisconsin Department of Transportation
DTSD NE Region Traffic
944 Vanderperren Way
Green Bay, WI 54304
920-492-5652, 920-492-5711 (fax)
rodney.hamilton@dot.wi.gov

From: Bob Kesler [<mailto:BKesler@harrison-wi.org>]
Sent: Tuesday, September 06, 2016 8:11 AM



Date:	9/27/2016 to 10/3/2016	Hwy:	Manitowoc Road	Direction:	EB and WB	SUMMARY OF VEHICLES BY TYPE:	
Time:		Location:	400 feet east of Hedgerov	Posted Speed:	45		Passenger = 0.0%
Observer(s):				Weather:	various		Trucks = 0.0%
		County:	Calumet	Pav't Condition:	various		Buses = 0.0%

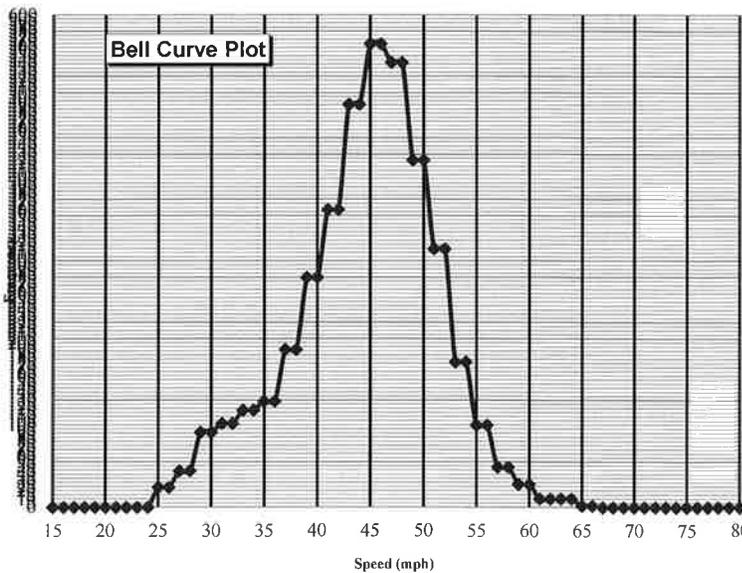
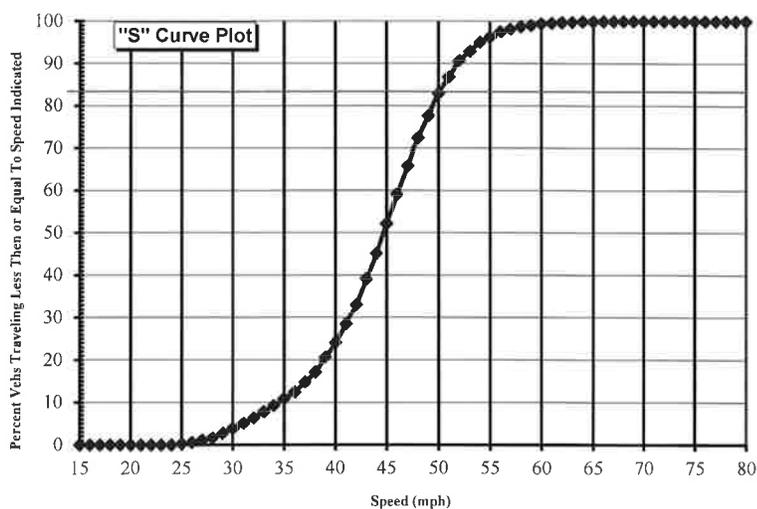
SPEED RANGE	No. VEHICLES (f)	Speed * #	CUMM No. VEHICLES	CUMM %
15	0	0	0	0.0
16	0	0	0	0.0
17	0	0	0	0.0
18	0	0	0	0.0
19	0	0	0	0.0
20	0	0	0	0.0
21	0	0	0	0.0
22	0	0	0	0.0
23	0	0	0	0.0
24	0	0	0	0.0
25	24	600	24	0.3
26	24	624	48	0.6
27	44	1188	92	1.1
28	44	1232	136	1.7
29	91	2639	227	2.8
30	91	2730	318	3.9
31	102	3162	420	5.2
32	102	3264	522	6.4
33	118	3894	640	7.9
34	118	4012	758	9.3
35	129	4515	887	10.9
36	129	4644	1016	12.5
37	192	7104	1208	14.9
38	192	7296	1400	17.3
39	280	10920	1680	20.7
40	280	11200	1960	24.2
41	363	14883	2323	28.6
42	363	15246	2686	33.1
43	491	21113	3177	39.2
44	491	21604	3668	45.2
45	565	25425	4233	52.2
46	565	25990	4798	59.2
47	542	25474	5340	65.8
48	542	26016	5882	72.5
49	423	20727	6305	77.7
50	423	21150	6728	83.0
51	315	16065	7043	86.8
52	315	16380	7358	90.7
53	177	9381	7535	92.9
54	177	9558	7712	95.1
55	100	5500	7812	96.3
56	100	5600	7912	97.6
57	49	2793	7961	98.2
58	49	2842	8010	98.8
59	28	1652	8038	99.1
60	28	1680	8066	99.5
61	10	610	8076	99.6
62	10	620	8086	99.7
63	10	630	8096	99.8
64	10	640	8106	100.0
65	2	130	8108	100.0
66	2	132	8110	100.0
67	0	0	8110	100.0
68	0	0	8110	100.0
69	0	0	8110	100.0
70	0	0	8110	100.0
71	0	0	8110	100.0
72	0	0	8110	100.0
73	0	0	8110	100.0
74	0	0	8110	100.0
75	0	0	8110	100.0
76	0	0	8110	100.0
77	0	0	8110	100.0
78	0	0	8110	100.0
79	0	0	8110	100.0
80	0	0	8110	100.0

8110

STUDY RESULTS

AVERAGE SPEED	50th PERCENTILE	85th PERCENTILE	PACE SPEED RANGE
44.5	44.7	50.5	41.0 to 50.0

% In Pace = 58.8%
 % Over Pace = 17.0%
 % Under Pace = 24.2%





Setting Appropriate Speed Limits on Wisconsin's State Highways



Why Speed Limits?

The setting of speed limits is fundamentally influenced by basic principles of human behavior. Research and experience have shown that effective speed limits are those that the majority of motorists will naturally and instinctively drive. Traffic laws that reflect the behavior of the majority of motorists are found to be the most successful.

Common Misconceptions

- Lowering the posted speed limit will slow down the traffic
- Lowering the posted speed limit will increase safety and decrease the number of crashes
- Raising the posted speed limit will increase the speed of traffic
- Drivers will always travel at 5 mph over the speed limit which is posted

What factors are considered when setting a speed limit?

Nationally, the most recognized practice is to post the speed limit as near as practical to the speed at which 85% of the drivers are traveling. Most people choose a reasonable speed in which they feel comfortable and safe. Traffic engineers consider the 85th percentile speed to help determine the posted speed limit.

The 85th percentile speed may be adjusted based on the following factors if they significantly impact roadway characteristics or safety:

- Crash history
- Roadway geometrics
- Parking
- Pedestrians and pedestrian crossings
- Adjacent development
- Traffic engineering judgment

What a rational speed limit does:

- Encourage compliance from the majority of drivers
- Provide a clear reminder of the maximum reasonable speed under ideal conditions. When conditions change, drivers must reduce their speed accordingly
- Serve as an effective tool for law enforcement
- Minimize public antagonism toward law enforcement agencies which results from enforcement of artificially low speed limits
- Provide a smooth and orderly flow of traffic to prevent crashes

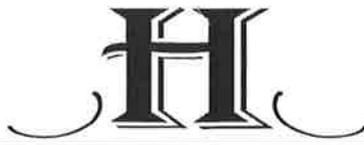
What is the relationship between vehicle speed and crashes?

Roadways are safest when the majority of vehicles are traveling at about the same speed. Studies have shown that crash rates are at their lowest when traffic is travelling at or near the 85th percentile speed. Injury and fatality crashes are highest for motorists traveling at speeds much higher or lower than the 85th percentile speed or current flow of traffic.

Variation of speed within the traffic stream creates more conflicts and passing maneuvers, which in turn lead to more crashes.

Why not post a lower speed limit and have the police enforce it?

This theory is only effective when law enforcement is present. The availability of police officers is limited for speed enforcement on a consistent basis. If unreasonably low speed limits are posted and not vigorously enforced, there will be varying speeds of traffic which will increase the potential for crashes. In general, setting unreasonable speed limits will also lead to a disregard to speed limits.

**VILLAGE BOARD MEETING****VILLAGE OF HARRISON****From:**

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Purchase of Lot 57 & 58 of Oakwood Estates on Blackoak Street for a mini-park.

Issue:

Should the Village purchase Lot 57 & 58 of Blackoak Street for a mini-park?

Background and Additional Information:

At the last meeting, the Village Board referred this item to the Plan Commission, in accordance with state statute, for a recommendation. The Plan Commission reviewed all the available information and discussed what could be done with the property and whether or not there was enough room for playground equipment and a small structure.

The Plan Commission questioned whether these lots were the ideal location for a mini-park in this area. There was concern that the adjacent subdivisions would not have adequate access to the park. The discussion included looking for property that was more centrally located for the Oakwood Estates, Harrisville Place, and Woodland Terrace subdivisions. The discussion included looking at property along the future connection of Dogwood Lane, which would give all three subdivisions access to the park.

Budget/Financial Impact:

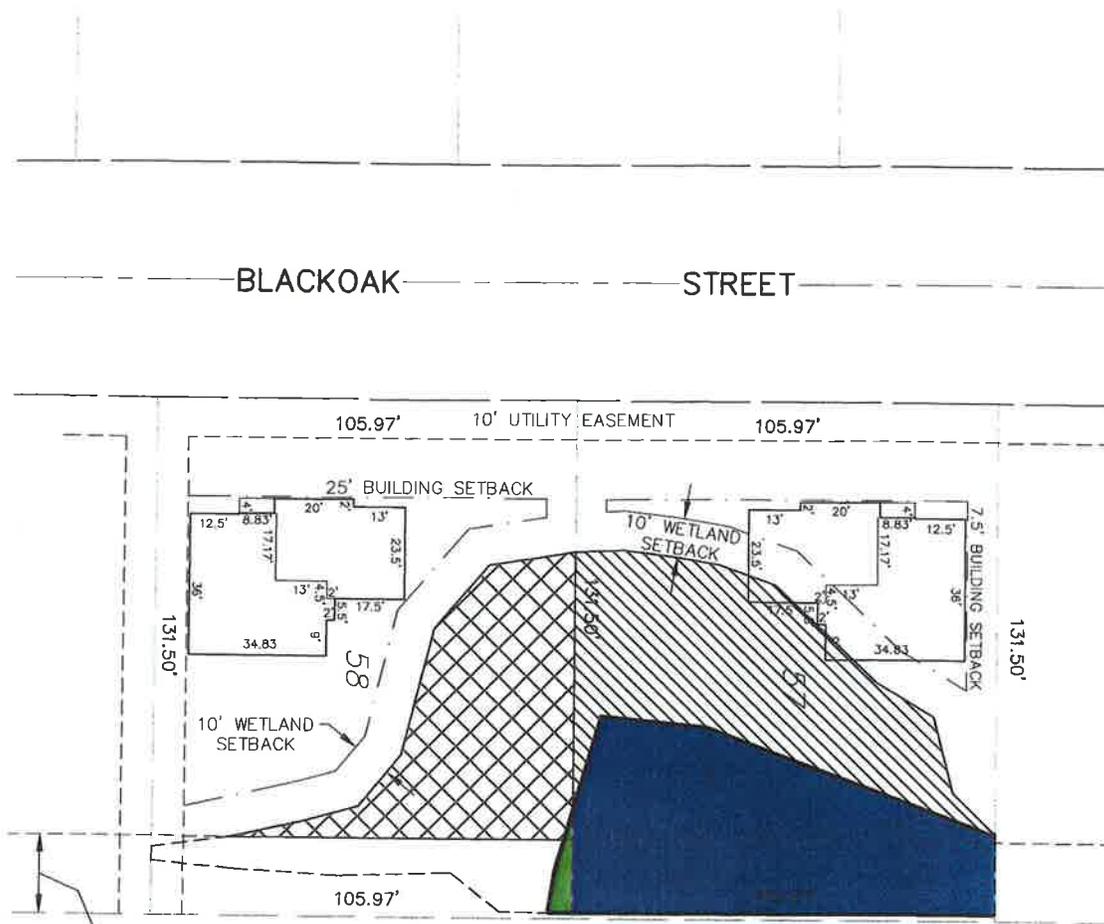
Approximate cost would be \$35,000 for the purchase of the two lots. It is unknown how much the property along Dogwood Lane would cost to purchase, discussions with the Developer would have to occur. Park Impact fees could be used for the purchase.

Recommended Action:

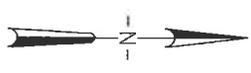
The Plan Commission recommends not purchasing Lot 57 & 58 of Oakwood Estates and instead use park monies to purchase property along the Dogwood Lane connection as it is more centrally located between the subdivisions.

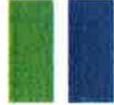
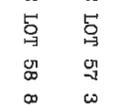
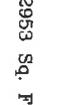
Attachments:

- Wetlands Diagram
- Aerial Map
- Oakwood Estates lot availability



20' DRAINAGE & UTILITY EASEMENT



-  ORIGINAL WETLANDS LOT 57 3957.5 Sq. Feet
-  ORIGINAL WETLANDS LOT 58 89.0 Sq. Feet
-  NEW WETLANDS LOT 57 3992.1 Sq. Feet
-  NEW WETLANDS LOT 58 7602.3 Sq. Feet
-  LOT 57 & LOT 58 TOTAL ORIGINAL WETLANDS 4046.5 Sq. Feet
-  WDNR GENERAL PERMIT AREA OF WETLANDS TO BE FILLED
-  LOT 57 3610 Sq. Feet
-  LOT 58 2953 Sq. Feet

DESIGNED	DRAWN
PROJECT NO.	
DATE	
SEPT., 2014	
SHEET NO.	

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McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
Tel (920) 751-4200 Fax (920) 751-4284
www.mcmgrp.com

Calumet County, WI

Legend

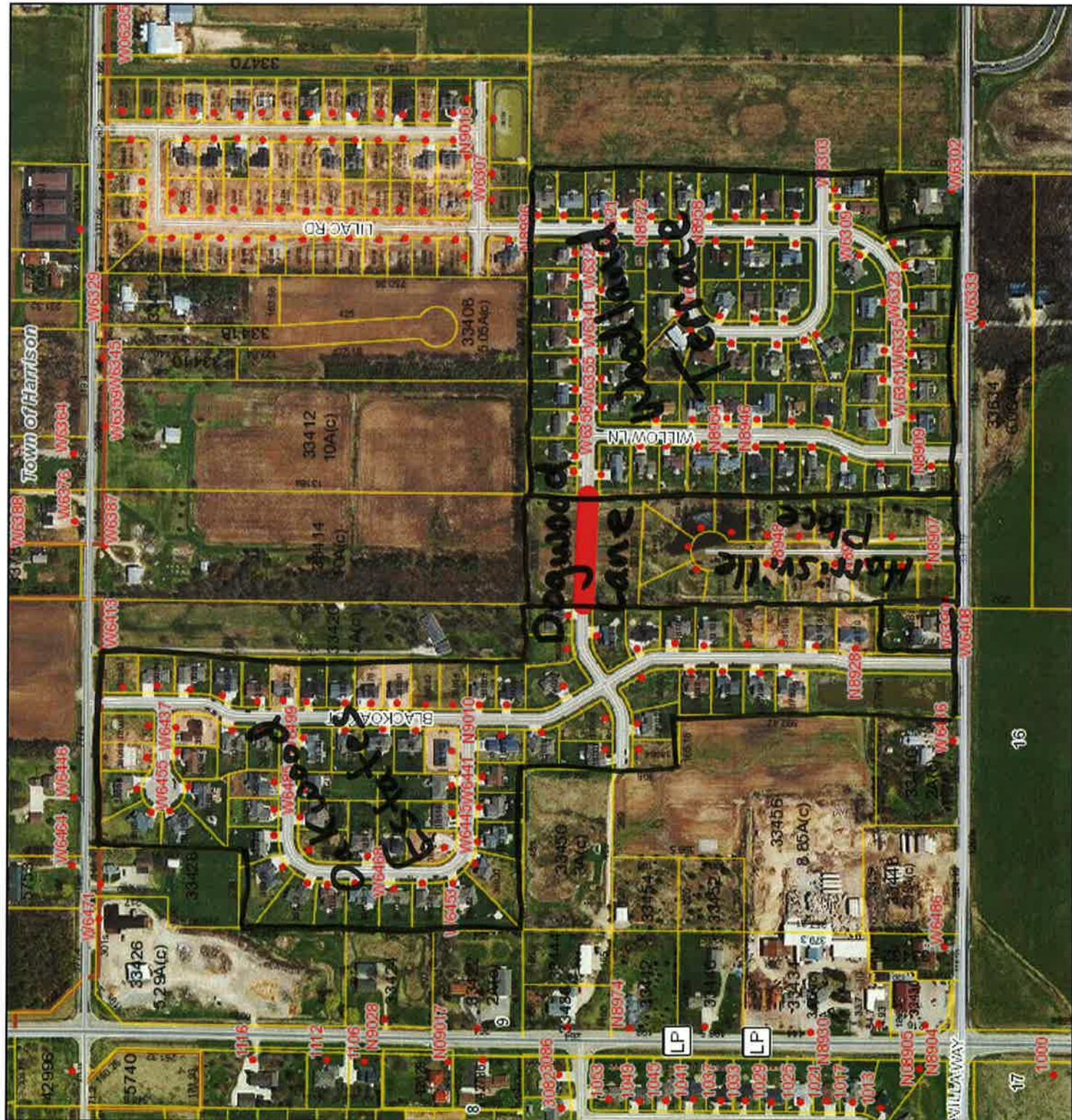
- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hook
- PLSS Section
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Local Roads
- Municipal Streets
- Trail
- Railroad

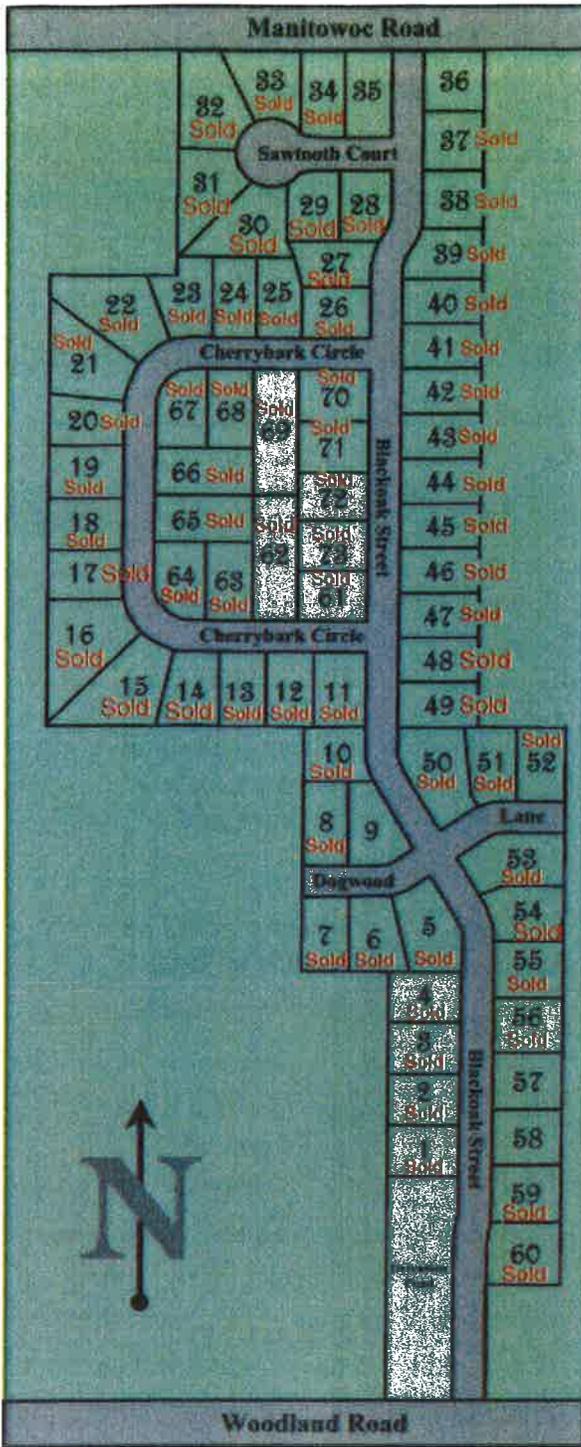
Color 2014
 Red Band_1
 Green Band_2
 Blue Band_3



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

DATE PRINTED: 10/21/16 10:32 AM	
COUNTY: CALUMET	







VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Certified Survey Map – Jacqueline Burr

Issue:

Should the Village approve the Certified Survey Map?

Background and Additional Information:

The applicant, Jacqueline Burr, is proposing a one lot Certified Survey Map (CSM) in order to combine two (2) existing parcels into one (1) parcel. The parcels are currently vacant/undeveloped and are located along Harrison Road on the lake side (IDs 38534 & 38552). The parcels are currently zoned Single-Family Residential (Suburban) [RS-1] and Shoreland Overlay [SHO]. The combined parcel will meet the Zoning Ordinance requirements for lot area and lot width. The purpose of the CSM is to remove the lot line for future building purposes.

Budget/Financial Impact:

None

Recommended Action:

The Plan Commission recommends approval of the Certified Survey Map.

Attachments:

- Plan Commission decision letter
- Location Map
- Certified Survey Map



VILLAGE OF HARRISON

HARRISON

TOWN OF HARRISON

October 19, 2016

Jacqueline Burr
482 Rainbow Beach Road
Neenah, WI 54956

RE: Plan Commission Advisory Recommendation Letter – Certified Survey Map – Harrison Rd

Dear Ms. Burr:

This letter is to inform you that on October 18, 2016 the Plan Commission recommended approval of your Certified Survey Map to the Village Board. The Village Board will review the Certified Survey Map at their meeting on October 25, 2016 at 7:00pm at the Harrison Municipal Building. If you have any questions, please contact me at 920.989.1062 or email me at mmommaerts@harrison-wi.org.

Sincerely,

Mark J. Mommaerts, AICP
Planner

cc: Gary Zahringer, Martenson & Eisele

Calumet County, WI

Legend

- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hook
- PLSS Section
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Municipal Streets
- Railroad
- Trail
- Color 2014
- RedBand_1
- Green Band_2
- BlueBand_3



DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

PROJECT INFORMATION 10/6/15 2:27 PM 2015-11-11	
--	--



CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE:

I, GARY A. ZHRINGER, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY;
THAT I HAVE SURVEYED, MAPPED, AND COMBINED AT THE DIRECTION OF JACQUELINE BURR, PART OF
FRACTIONAL GOVERNMENT LOT 4, SECTION 11, TOWNSHIP 19 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON,
CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF FRACTIONAL GOVERNMENT LOT 4 OF SAID SECTION 11; THENCE
NORTH 89 DEGREES 23 MINUTES 24 SECONDS WEST, ALONG THE NORTH LINE OF SAID FRACTIONAL
GOVERNMENT LOT 4, A DISTANCE OF 1492.39 FEET; THENCE SOUTH 19 DEGREES 45 MINUTES 35 SECONDS
WEST, 72.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 45 MINUTES 35 SECONDS WEST,
ALONG THE WEST RIGHT-OF-WAY LINE OF HARRISON ROAD, A DISTANCE OF 138.17 FEET; THENCE NORTH 89
DEGREES 03 MINUTES 25 SECONDS WEST, ALONG THE NORTH LINE OF LANDS DESCRIBED IN DOCUMENT NO.
334971, A DISTANCE OF 205.88 FEET TO A MEANDER CORNER, SAID CORNER BEING SOUTH 89 DEGREES 03
MINUTES 25 SECONDS EAST, 60 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF LAKE
WINNEBAGO; THENCE NORTH 28 DEGREES 00 MINUTES 33 SECONDS EAST, ALONG A MEANDER LINE, A
DISTANCE OF 73.34 FEET; NORTH 28 DEGREES 13 MINUTES 48 SECONDS EAST, CONTINUING ALONG A
MEANDER LINE, 73.67 FEET TO A MEANDER CORNER, SAID CORNER BEING SOUTH 89 DEGREES 03 MINUTES 25
SECONDS EAST, 63 FEET MORE OR LESS FROM THE ORDINARY HIGH WATER MARK OF LAKE WINNEBAGO; THENCE
SOUTH 89 DEGREES 03 MINUTES 25 SECONDS EAST, ALONG THE SOUTH LINE OF LANDS DESCRIBED IN
DOCUMENT NO. 501084, A DISTANCE OF 183.30 FEET TO THE POINT OF BEGINNING, INCLUDING ALL LANDS
LYING BETWEEN THE MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF LAKE WINNEBAGO. CONTAINING
33,525 SQUARE FEET MORE OR LESS [0.77 ACRES±]. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF
RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE
VILLAGE OF HARRISON AND CALUMET COUNTY SUBDIVISION ORDINANCE IN SURVEYING, COMBINING AND
MAPPING THE SAME.

THAT THIS CERTIFIED SURVEY MAP IS NOT A DIVISION OF PROPERTY BUT A COMBINING OF AND
DEPICTION OF THE PARCELS RECORDED IN DOCUMENT NOS. 101057 AND 135527 INTO A SINGLE PARCEL AND
DESCRIPTION.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND
SURVEYED AND THE COMBINATION THEREOF.

GIVEN UNDER MY HAND THIS 13TH DAY OF SEPTEMBER, 2016.

GARY A. ZHRINGER,
PROFESSIONAL WI LAND SURVEYOR S-2098

**THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING
RECORDED INSTRUMENTS**

OWNERS OF RECORD:
JACQUELINE M. BURR
RECORDING INFORMATION:
DOCUMENT NO. 101057
PARCEL NUMBER:
131-0000-0000000-000-0-191811-05-040N

AND

OWNERS OF RECORD:
JACQUELINE M. BURR
RECORDING INFORMATION:
DOCUMENT NO. 135527
PARCEL NUMBER:
131-0000-0000000-000-0-191811-05-040E

CERTIFIED SURVEY MAP NO. _____

OWNER'S CERTIFICATE:

AS OWNER, I THE UNDERSIGNED, HEREBY CERTIFY THAT I CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, MAPPED AND COMBINED AS SHOWN AND REPRESENTED ON THIS MAP.

DATED THIS _____ DAY OF _____, 2016.

JACQUELINE M. BURR

STATE OF WISCONSIN)
)SS
_____) COUNTY)

PERSONALLY CAME BEFORE ME ON THE _____ DAY OF _____, 2016, THE ABOVE OWNER TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION (IS PERMANENT) (EXPIRES: _____)

CERTIFICATE OF THE VILLAGE OF HARRISON:

BE IT RESOLVED THAT THIS CERTIFIED SURVEY MAP, IN THE VILLAGE OF HARRISON HAS BEEN APPROVED AND ACCEPTED AS SURVEYED, MAPPED AND COMBINED BY THE OWNERS SHOWN HEREON,

THIS _____ DAY OF _____, 2016.

VILLAGE PRESIDENT

VILLAGE CLERK

TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP.

VILLAGE TREASURER DATE



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Parker Farms 3 Development Agreement

Issue:

Should the Village approve the Development Agreement for Parker Farms 3?

Background and Additional Information:

As a part of the subdivision plat approval process, the Village requires a Developers Agreement in order to assure all the public improvements are installed in the subdivision if the final plat is to be approved prior to all the improvements being completed. The standard agreements in the past have included language for street construction; sewer, water and storm sewer installation; terrace landscaping; and letter of credit in the amount to cover the cost of the improvements in case the developer did not.

Attached is a draft development agreement for Parker Farms 3. Estimated costs for the remaining improvements to be constructed (curb & gutter, asphalt paving, sidewalks, restoration, etc.) have not been submitted at the time this memo was written. This information can be verified by the Village Engineer and entered into the agreement prior to signatures.

This agreement is similar to that for Phase 2 in which the improvements are to be completed between July 1, 2017 and October 1, 2017. Sidewalks are to be completed by September of 2018 or earlier. Silt fencing will be required at the Right-of-Way line in order to reduce sediment tracking into the roadway. There are several provisions that must be completed prior to the Village accepting the roadway in a graveled state, including but not limited to, all utilities being installed and all terraces and drainage swales and ditches being graded, seeded, and mulched/matted and inspected.

If a development agreement is not approved, then the final plat should not be approved until all improvements have been completed, in accordance with state statute.

Budget/Financial Impact:

None

Recommended Action:

Staff recommends approval of the Development Agreement with an improvement schedule consistent with Phase 2.

Attachments: Draft Development Agreement

**SUBDIVISION DEVELOPMENT AGREEMENT
PARKER FARMS 3**

THIS AGREEMENT, made this ____ day of _____, 2016, between Dercks DeWitt LLC, hereinafter called “Subdivider”, and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called “Village”.

WHEREAS, Subdivider is the owner of approximately 8.7-acres of land in the Village, said land being referred to as “Parker Farms 3” described as:

All of Lot 2 CSM 662, all of Lot 1 CSM 2519, all of Lot 1 CSM 3463, and all of Lot 1 CSM 3499 all being part of the Northeast ¼ of the Southeast ¼ of Section 3, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

WHEREAS, Subdivider desires to subdivide and develop said lands;

WHEREAS, said lands are presently zoned or planned to be zoned as **RS-1 | Single-Family Residential (Suburban) and SHO | Shoreland Overlay** which permits the above development; and

WHEREAS, the Plan Commission has recommended to the Village Board that the proposed subdivision of the above described lands be given final approval when the final plat thereof has been presented to the Village Board on the condition that the Subdivider enter into an agreement with the Village relative to the manner and method by which said lands are to be developed; and

WHEREAS, the Subdivider agrees to develop said land as herein described in accordance with this Agreement and in accordance with all of the ordinances and regulations of the Village of Harrison; and

WHEREAS, the developer/subdivider assures the Village and shall on the plat acknowledge:
“The owner/subdivider has no notice or knowledge of any environmental problems (the existence of hazardous or toxic substances) of any sort on the property being transferred. The owner/subdivider understands that it will pay for any costs to remediate any environmental problems encountered during construction of any of the public improvements required by the Village on the plat in the Developer’s Agreement. The owner/subdivider understand that they shall be individually responsible for any environmental problems found on the land, transferred to the Village on the Plat of Survey or Certified Survey Map during the construction of roads or other dedications and agree to hold the Village harmless until construction, installation or grading is complete.”; and

WHEREAS, the Village and Subdivider agree that the required dedications for surface water drainage and detention shall be dedicated with the plat acceptance, but shall be constructed by the developer as specified. Security for performance of the construction shall be secured by letter of credit or escrow. Security for performance shall not be released in full or in part, at the discretion of the Village, until performance is complete and sufficient development of the subdivision has occurred to satisfy the Village that further development related impairment or damage of surface water structures will not occur.

NOW, THEREFORE, in consideration of the granting of approval of a final plat for **Parker Farms 3** and the development thereof by the Village Board, the Subdivider does hereby agree to subdivide and develop said lands as follows:

SECTION 1 – IMPROVEMENTS

All public improvements shall be in accordance with the Village of Harrison standards and specifications as established in the *Standard Specifications Manual*, the Land Division Ordinance, and all other ordinances for the Village of Harrison. All plans and specifications for the public improvements shall require approval from the Village Engineer and Public Works Director prior to proceeding with construction.

A. ROADS AND STREETS The Subdivider hereby agrees:

To furnish, construct, grade and surface all roads and streets in the subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village.

The Village has given consideration to the installation required and completion dates shall hereinafter be established and specified below. The completion dates are based upon the developer's installation in accordance with the land division ordinance and the **FINAL** plan specifications and drawings approved by the Village.

All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, and gravel base shall be inspected by the Village in accordance with Section I, below.

Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads in a graveled state. Acceptance of a gravel road may only occur after the subgrade and gravel has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village. Once approved, the roads will sit in a gravel state for a period not more than three (3) years after acceptance by the Village Board.

During the specified time period, the curb and gutter shall be installed, the paving completed, and sidewalks and/or trails installed. After the improvements have been inspected and the Village of Harrison standards have been met, the Village Board will review the engineer's certification and take action respectively, to accept the listed roads in a finished state.

Any variation to the proposed schedule of the improvements as set forth in the contract below may be extended where requests are made by the developer for construction during periods within the determination of the Public Works Director and the Village's Engineer, require extension of time periods to assure the Village that the improvements will not suffer from premature degeneration as a result of said construction.

For road construction between November 15th and May 1st, there will be an additional warranty period of three years from the finish layer of asphalt paving. Such warranty shall apply to all improvements in case of failure. Such warranty shall be in the form of a performance bond, letter of credit or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village engineer, to repair defects in the roadway. Repair of such defects shall be determined by the Public Works Department.

The schedule for construction shall be as follows:

Timeframe Record	
Subdivision	Parker Farms 3
Final Subdivision Approval	October 2016
Sanitary, Water, and Storm Sewers	October 2016
Utilities (Gas, Electric, Phone, Cable, etc.)	November 2016
Grade & Gravel	October 2016
Terraces	November 2016
Curb & Gutter	Between July 1, 2017 & October 1, 2017
Asphalt Binder/Final Course	Between July 1, 2017 & October 1, 2017
Sidewalks/Trails	August/September 2018

B. CURB AND GUTTER The Subdivider hereby agrees:

1. To furnish, construct and install curb and gutter in accordance with the plat, plans, specifications and drawings attached hereto as Exhibit "A" and to complete said installation as set forth in the schedule above.

C. SIDEWALKS AND TRAILS The Subdivider hereby agrees:

1. To furnish, construct and install concrete sidewalks in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. Sidewalks are to be constructed on both sides of the street.

D. SANITARY SEWER The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete sewerage systems throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of the Darboy Sanitary District* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate sanitary sewer laterals to each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
3. The Village Board will not accept the sanitary sewer system until the sanitary sewers have been installed and tested in accordance with the *Darboy Sanitary District's* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as approved by the *Darboy Sanitary District* and the Village's engineer.

E. WATER The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of the Darboy Sanitary District* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate water laterals to each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.

3. The Village Board will not accept the water distribution system until the water distribution system has been installed and tested in accordance with *Darboy Sanitary District's* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by the *Darboy Sanitary District* and the Village's engineer.

F. SURFACE WATER DRAINAGE The Subdivider hereby agrees:

1. To furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and, where applicable, the Garners Creek Storm Water Utility and the Village of Harrison Storm Water regulations.
2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.
3. To install separate storm sewer laterals to each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
4. The Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

G. EROSION CONTROL The Subdivider hereby agrees:

1. To install silt fence at the right-of-way line along all streets in the **FINAL** plat prior to acceptance of the street(s) in a graveled state. Silt fence to be installed in accordance with the Wisconsin Department of Natural Resources (WDNR) Technical Standards.
2. Maintain silt fence along the right-of-way line until all land disturbances have been stabilized in accordance with WDNR Technical Standards.
3. Maintain all other erosion control practices for stormwater management facilities, environmental protections, etc., in accordance with WDNR Technical Standards.

H. GRADING The Subdivider hereby agrees:

1. To complete rough grading and finish grading along all primary drainage swales and ditches in the subdivision all in accordance with **FINAL** plat, plans specifications and drawings approved by the Village.
2. To complete rough grading along all property lines to the design grade.
3. To seed and establish a vegetative cover over all disturbed areas.

I. LANDSCAPING RESTORATION The Subdivider hereby agrees:

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.
 2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
 3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.
 4. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.
- J. INSPECTIONS** The Subdivider hereby agrees:
1. To allow for the Village to select a third party inspector for the purposes of inspecting the improvements to ensure compliance with the Standard Specifications Manual for the Village of Harrison.
 2. To pay for all costs associated with the inspection of improvements within the subdivision development.

SECTION II – MISCELLANEOUS REQUIREMENTS

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute and ordinance.
- B. Grade. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner, the final signed plan set showing the finished grade at each lot corner.
- C. Plans. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner all plans and specifications identified in the Land Division Ordinance of the Village of Harrison.
- D. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.
- E. Record Drawings. The Subdivider agrees to provide the Village with grade sheets, asphalt mix records, and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the standard specifications.
- F. Locations for Laterals or Other Improvements. If locates are necessary for any reason prior to final acceptance, the developer shall either provide adequate record drawings to the Village or the developer shall provide the field locates of utilities (such as laterals).

SECTION III – PUBLIC IMPROVEMENT GUARANTEE

A. The Village will not approve a final plat until such improvement is guaranteed as listed in A(1).

1. The Subdivider shall provide an irrevocable letter of credit, or cash escrow, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F , G , H, I & J hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

The Subdivider shall notify the Village a minimum of ninety (90) days prior to the expiration of the Financial Guarantee. The Subdivider shall cause the Financial Guarantee to automatically renew year after year until released fully by the Village. Failure to notify the Village in writing that the Financial Guarantee will expire will be deemed a violation of this Agreement and the Village Board shall have the authority to draw upon the Financial Guarantee at any time.

That amount of the public improvements, **as provided by the developer’s engineer**, and verified by the Village engineer is \$ _____.

A detail of the estimated cost shall be attached as Exhibit “B”.

B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.

C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a , letter of credit, or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department. The amount of the warranty is \$ _____.

D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Public Works Director and Village Engineer.

E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled “Development Agreements”.

SECTION IV – BUILDING PERMITS

- A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been dedicated to and accepted by the Village. *Issuance of permits may commence upon the dedication and partial acceptance of the roadways in a graveled state.* The Village will perform no repair, maintenance or snow plowing upon said improvements until full acceptance of the roadways by the Village.
- B. Building permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.
- C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose.
- D. Further, in the event that during the construction of the improvements specified herein, it is determined by the Public Works Department, or Village's Engineer, that the Subdivider and/or its subcontractors installing said improvements have created a situation that is hazardous to the public and requires guarding improvement or repair, the Village may access the Subdivider's property for the purpose of making said repairs and any costs associated with the maintenance of roadways, filling of holes, removal of obstructions or other necessary work may be charged against the cash escrow or irrevocable letter of credit. The Public Works Department shall make an effort to notify the Subdivider of the situation. The Public Works Department and the Engineer in their judgment may determine the necessity of the repairs are urgent in nature and complete those repairs without notice to the Subdivider.

SECTION V – AMENDMENTS

The Village Board and Subdivider by mutual consent may amend this Agreement at any regularly scheduled meeting of the Village Board of the Village of Harrison. The Village Board shall not, however, consent to an amendment until after having first received a recommendation from the Public Works Director and/or the Village's Engineer.

The rest of this page is left blank intentionally.

EXHIBIT A

Final Plat, Plans, and Drawings as approved by the Village.

EXHIBIT B

Engineer's Cost Estimate for Improvements.

EXHIBIT C

Financial Guarantee.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Final Plat of Parker Farms 3

Issue:

Should the Village approve the Final Plat of Parker Farms 3?

Background and Additional Information:

The developers, Dercks DeWitt LLC, have submitted a final plat, called Parker Farms 3, for phase three of the subdivision. This subdivision is located along County N. Phase 3 is located north of Jochmann Drive. Parker Farms 3 is a thirteen lot subdivision, however, two lots being created have existing homes located on the lot. There is a duplex located along County N that is proposed to be removed from the property. The Final Plat for Parker Farms 3 substantially conforms to the Preliminary Plat.

Budget/Financial Impact:

None

Recommended Action:

The Plan Commission recommends approval of the Final Plat of Parker Farms 3 with the following conditions:

1. A zoning map amendment (rezoning) shall be submitted to rezone a portion of Parker Farms 3 from Two-Family Residential [RT] to Single-Family Residential (Suburban) [RS-1] to match the rest of the subdivision.
2. The "12' Utility Easement" shall be revised to include the Darboy Sanitary District as a Grantee for the purposes of maintenance, repair, and/or replacement of sanitary or water infrastructure and access thereto.
3. Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of Parker Court prior to issuance of building permits and zoning permits.
4. All lots shall have a storm sewer lateral provided for sump pump discharge.
5. All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to issuance of building permits and zoning permits.
6. All utilities, including but not limited to, sanitary sewer, water, storm sewer, gas, electric, cable, phone, shall be installed prior to issuance of building permits and zoning permits.
7. The Village Board shall accept the roadway in a graveled state prior to issuance of building permits and zoning permits.
8. All other improvements, including but not limited to, curb & gutter, asphalt paving, sidewalks, shall be installed prior to issuance of building permits or zoning permits,

unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.

9. The existing duplex shall be removed prior to Village signatures being placed on the Final Plat.

Attachments:

- Plan Commission decision letter
- Final Plat
- Revised Drainage/Grading Plan
- Aerial Map



October 19, 2016

Scott DeWitt
Drake Homes, LLC
3405 Commerce Street, Suite C
Appleton, WI 54911

RE: Plan Commission Advisory Recommendation Letter – Final Plat of Parker Farms 3

Dear Mr. DeWitt:

This letter is to inform you that on October 18, 2016 the Plan Commission recommended approval of your Final Plat of Parker Farms 3 to the Village Board with the following conditions:

1. A zoning map amendment (rezoning) shall be submitted to rezone a portion of Parker Farms 3 from Two-Family Residential [RT] to Single-Family Residential (Suburban) [RS-1] to match the rest of the subdivision.
2. The "12' Utility Easement" shall be revised to include the Darboy Sanitary District as a Grantee for the purposes of maintenance, repair, and/or replacement of sanitary or water infrastructure and access thereto.
3. Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of Parker Court prior to issuance of building permits and zoning permits.
4. All lots shall have a storm sewer lateral provided for sump pump discharge.
5. All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to issuance of building permits and zoning permits.
6. All utilities, including but not limited to, sanitary sewer, water, storm sewer, gas, electric, cable, phone, shall be installed prior to issuance of building permits and zoning permits.
7. The Village Board shall accept the roadway in a graveled state prior to issuance of building permits and zoning permits.
8. All other improvements, including but not limited to, curb & gutter, asphalt paving, sidewalks, shall be installed prior to issuance of building permits or zoning permits, unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.

9. The existing duplex shall be removed prior to Village signatures being placed on the Final Plat.

The Village Board will review the Final Plat of Parker Farms 3 at their meeting on October 25, 2016 at 7:00pm at the Harrison Municipal Building. If you have any questions, please contact me at 920.989.1062 or email me at mmommaerts@harrison-wi.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Mommaerts', with a long horizontal flourish extending to the right.

Mark J. Mommaerts, AICP
Planner

cc: John Davel, Davel Engineering

Parker Farms 3

All of Lot 2 CSM 662, all of Lot 1 CSM 2519, all of Lot 1 CSM 3463 and all of Lot 1 CSM 3499 all being part of the Northeast 1/4 of the Southeast 1/4 Section 03, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

LOCATION MAP



Bearings are referenced to the E/L of the Southeast 1/4 of Section 3 assumed to bear S01°10'36"E based on Outagamie County coordinate system

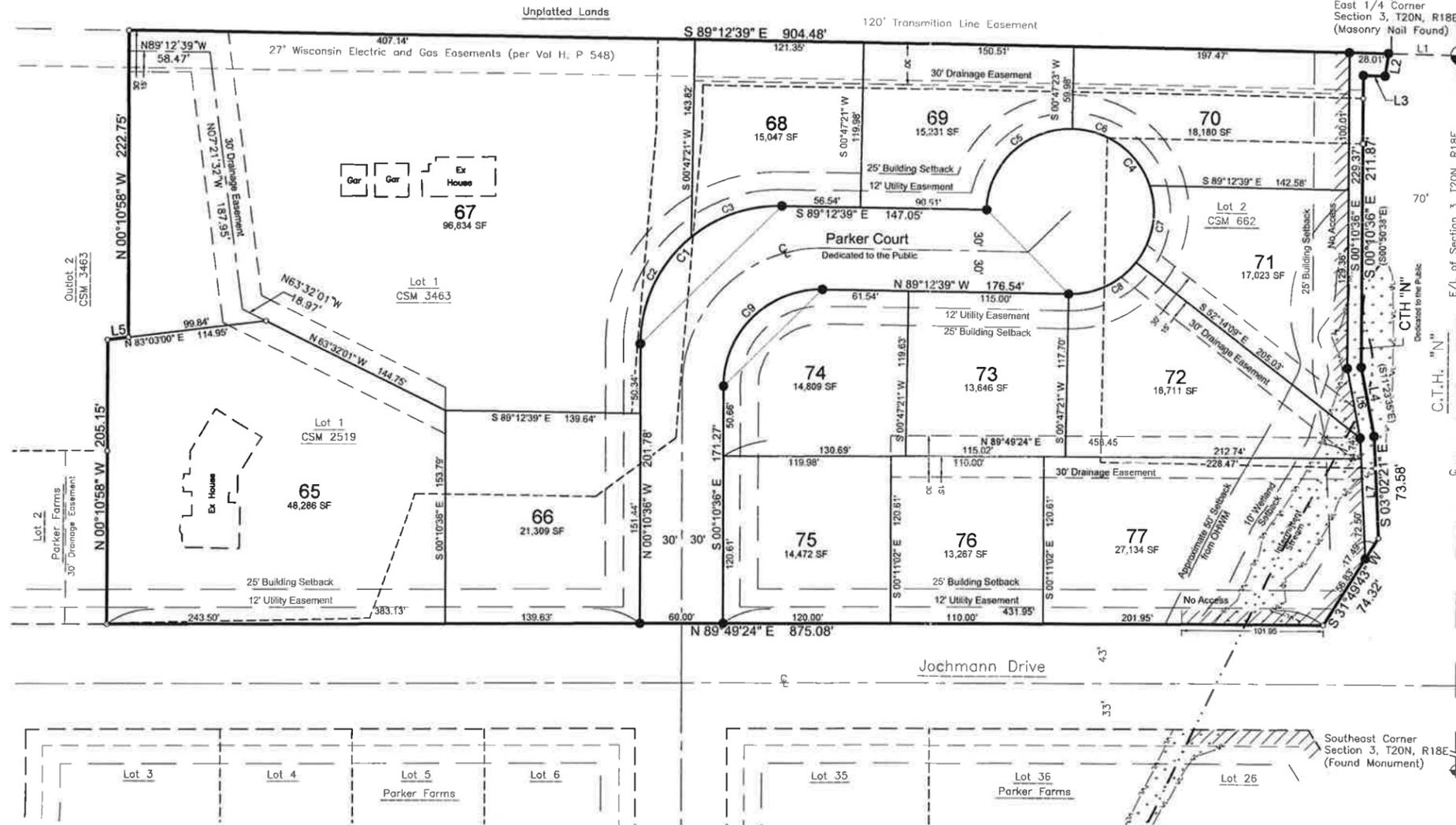
NOTES

All linear measurements have been made to the nearest one hundredth of a foot.

All angular measurements have been made to the nearest 20 seconds and computed to the nearest half seconds.

LEGEND

- 3/4" Rebar Found
- 1" Iron Pipe Found
- 1/4" x 16" Steel Rebar @ 4.30lbs/LF SET
- All other corners 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- SF Lnt areas in square feet
- () Recorded As
- Wetlands
- No Access



Line	Bearing	Length
L1	S 89°12'39" E	52.00'
L2	S 08°14'02" W	16.66'
L3	N 88°44'08" W	15.58'
L4	S 10°56'28" E	50.86'
L5	N 83°03'00" E	15.11'
L6	N 10°56'28" W	51.11'
L7	N 03°02'21" W	87.24'

Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in	Tangent Bearing-out
C1	100.00'	N 45°16'22" E	142.61'	158.77'	90°57'57"	N 00°10'36" W	S 89°12'39" E
C2	100.00'	N 25°06'28" E	85.42'	86.26'	50°34'04"	N 00°10'36" W	N 50°23'28" E
C3	100.00'	N 70°39'25" E	69.06'	70.51'	40°23'53"	N 50°23'28" E	S 89°12'39" E
C4	60.00'	S 44°12'37" E	84.85'	282.74'	270°00'04"	N 00°47'21" E	N 89°12'36" W
C5	60.00'	N 45°47'22" E	84.85'	94.25'	90°00'02"	N 00°47'21" E	S 89°12'37" E
C6	60.00'	S 53°56'08" E	69.30'	73.88'	70°33'00"	S 89°12'37" E	S 18°39'38" E
C7	60.00'	S 08°33'07" W	56.73'	59.09'	56°25'29"	S 18°39'38" E	S 37°45'51" W
C8	60.00'	S 64°16'34" W	53.57'	55.53'	53°01'26"	S 37°45'51" W	N 89°12'43" W
C9	70.00'	S 45°18'22" W	99.83'	111.14'	90°57'57"	N 89°12'39" W	S 00°10'36" E

James R Schloff PLS 2692 Date _____

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

File: 4288Final3.dwg
Date: 09/27/2016
Drafted By: Jim
Sheet: 1 of 2

Revision Date: Sep 27, 2016

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
CIVIL ENGINEERING CONSULTANTS

1811 Racine Street Menasha, WI 54952
Ph: 920-991-1866 Fax 920-630-9595
www.davel.pro

Sep 27, 2016 1:24pm A:\Projects\4288\env\env\env\4288Final3.dwg Plotted by Jim

Parker Farms 3

All of Lot 2 CSM 662, all of Lot 1 CSM 2519, all of Lot 1 CSM 3463 and all of Lot 1 CSM 3499 all being part of the Northeast 1/4 of the Southeast 1/4 Section 03, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

Surveyor's Certificate

I, James R. Sehloff, professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Harrison, and under the direction of Dercks DeWitt, LLC; Kurt A. Michelle L. Van Thiel and Betty J Van Thiel Irrevocable Trust, owners of said land, I have surveyed divided and mapped Parker Farms 3; that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 2 CSM 662, all of Lot 1 CSM 2519, all of Lot 1 CSM 3463 and all of Lot 1 CSM 3499 all being part of the Northeast 1/4 of the Southeast 1/4 Section 03, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 378,243 Square Feet (8.6833 Acres), subject to all easements and restrictions of record.

Given under my hand this _____ day of _____, 20____.

James R. Sehloff, Wisconsin Professional Land Surveyor No. S-2692

Owner's Certificate

As the property owner, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by s.236.10 of s.236.12 to be submitted to the following for approval or objection:

Village of Harrison Planning and Zoning Committee
Calumet County Resource Department
Department of Administration

IN WITNESS WHEREOF the hand and seal of said owner this _____ day of _____, 20____.

In the Presence of:

Kurt A. Van Thiel, the property owner Michelle L. Van Thiel, the property owner

State of Wisconsin)
)SS
 County)

Personally came before me on the _____ day of _____, 20____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires _____
Notary Public, Wisconsin

Owners' Certificate

As representative of Betty J Van Thiel Irrevocable Trust, I hereby certify that I caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. I also certify that this plat is required by s.236.10 of s.236.12 to be submitted to the following for approval or objection:

Village of Harrison Planning and Zoning Committee
Calumet County Resource Department
Department of Administration

IN WITNESS WHEREOF the hand and seal of said owner this _____ day of _____, 20____.

In the Presence of:

Representative of Betty J Van Thiel Irrevocable Trust,

Print Name _____

State of Wisconsin)
)SS
 County)

Personally came before me on the _____ day of _____, 20____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires _____
Notary Public, Wisconsin

Owner's Certificate

Dercks DeWitt, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Dercks DeWitt, LLC, does further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Harrison Planning and Zoning Committee
Calumet County Resource Department
Department of Administration

IN WITNESS WHEREOF, the said Dercks DeWitt, LLC, has caused these presents to

be signed by its authorized representatives, located at _____, Wisconsin

this _____ day of _____, 20____.

In the Presence of: Dercks DeWitt, LLC

Tom Dercks, Presidents

State of Wisconsin)
)SS
 County)

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

My commission expires: _____
Notary Public, Wisconsin

Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

Dercks DeWitt, LLC, grantor
Kurt A. Michelle L. Van Thiel, grantor
and
Betty J Van Thiel Irrevocable Trust, grantor

to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,
SBC, Grantee,
and
Time Warner Cable, 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 Areas" 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 incident 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 Areas" 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 four inches without written consent of grantees.

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

Dercks DeWitt, LLC

Dercks DeWitt, LLC Tom Dercks, Managing Member Date _____

Kurt A. Van Thiel Date _____

Michelle L. Van Thiel Date _____

Representative of Betty J Van Thiel Irrevocable Trust Date _____

Print Name _____

Village Board Approval Certificate

Resolved, that the plat of Parker Farms 3 in the Village of Harrison, Calumet County, Dercks DeWitt, LLC; Kurt A. Michelle L. Van Thiel and Betty J Van Thiel Irrevocable Trust owners, is hereby approved by the Village Board of the Village of Harrison.

Chairman _____ Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Harrison

Clerk _____ Date _____

Treasurer's Certificate

We, being the duly elected, qualified and acting Treasurer's of the Village of Harrison and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

Village Treasurer _____ Date _____

County Treasurer _____ Date _____

Village Notes:

- There are Ordinance regulations that have been passed by the Village of Harrison requiring the maintenance of lot drainage plans on a permanent basis. Said regulations have been recorded as Document Number 331468, Calumet County Register of Deeds and shall apply to all subdivisions approved after the 1st day of May, 2001. Said recording shall have the effect of deed restrictions requiring that permanent laws be established in conformance with the lot drainage plan elevations within one year after initial occupancy of any house. Failure to maintain grades in accordance with storm water or drainage plans shall entitle the Village or representative thereof to direct compliance or upon failure of compliance to make said lands come into compliance. The costs and expenses shall be entered on the tax roll as a special charge against the property and collected with other taxes levied thereon.
- Building permits and occupancy permits may be withheld for non-compliance with the plat or Village Ordinances relating to drainage and storm water management.
- In the event that the surface drainage facilities required by the plat which are applicable to the lot for which a building permit has been applied, have not been complied with, the building inspector may withhold building permits required by the building code.
- In the event that, after construction there is a failure to establish surface grades in accordance with the subdivision surface water plan, the building inspector may withhold the occupancy permit required by the building code.
- Maintenance of all drainageways and associated structures within the plat or serving the plat is the sole responsibility of the Owner/Subdivider until acceptance by or dedication to the Village of Harrison.
- Where the final drainage plan requires a storm inlet to adequately drain the rear portion of lots within blocks of the plat, the subdivider shall incorporate restrictive covenants in the deeds for the aforementioned lots that, "The respective lot owners shall be responsible for maintaining a clear grate on any storm drainage inlets on their lot."
- Upon failure of the Owner/Subdivider to perform maintenance of the drainageways and associated structures, the Village of Harrison retains the right to perform maintenance and/or repairs. The payments of said maintenance and/or repairs shall be equally assessed among the property owners of the plat.
- A drainage plan has been filed with the Village of Harrison which states the required levels of maintenance for all the identified storm water management systems/facilities.
- No obstruction may be constructed, planted or maintained within any drainage easement so that such obstruction impedes the natural flow of water and/or diminishes the natural aesthetic quality of the drainageway.

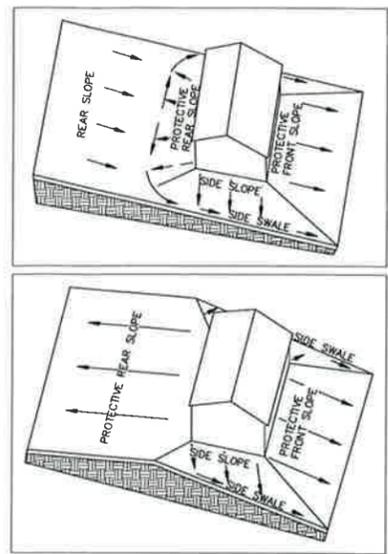
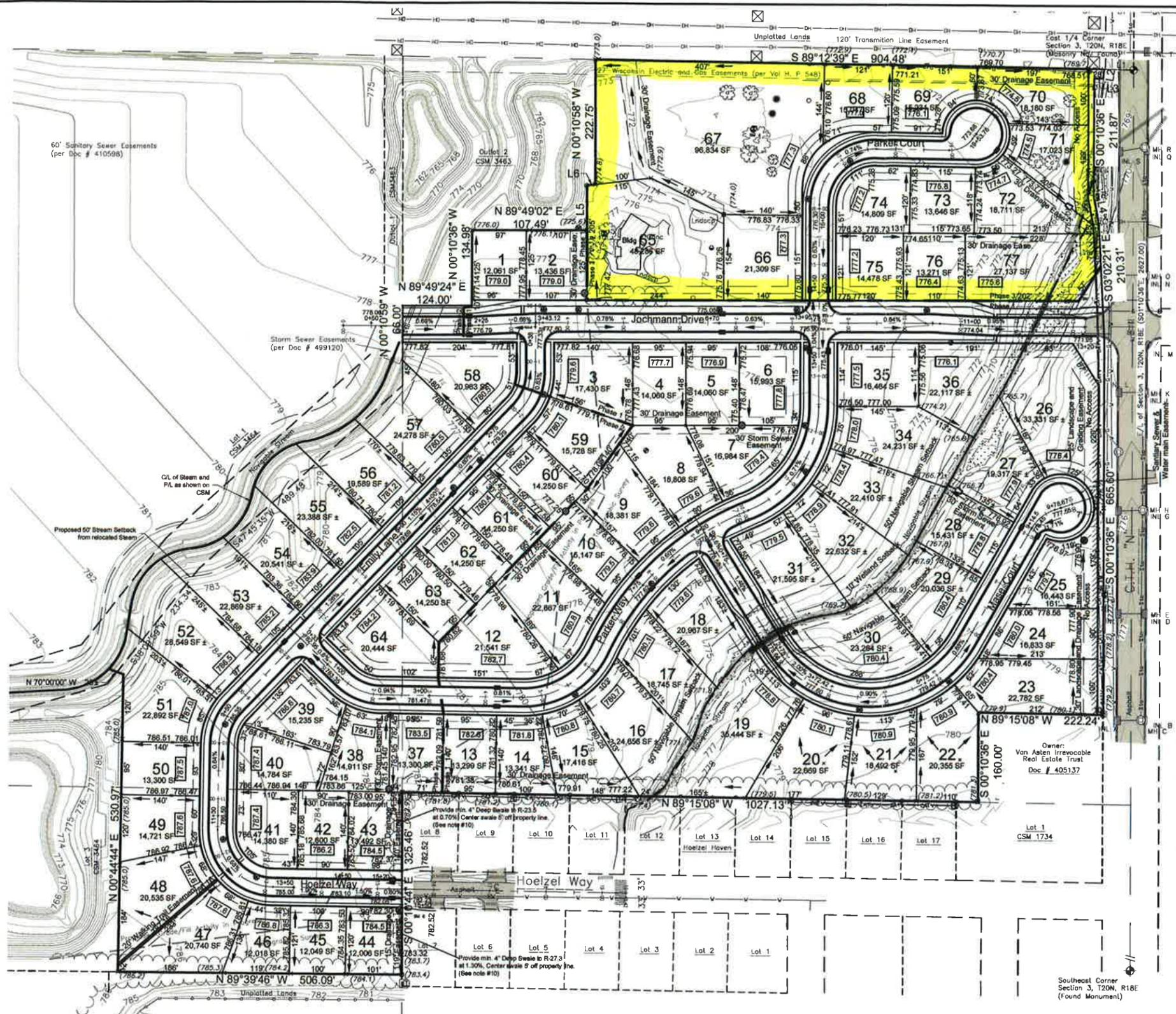
This Final Plat is contained wholly within the property described in the following recorded instruments:

the property owner of record:	Recording Information:	Parcel Number(s):
Dercks DeWitt, LLC	Doc No. _____	33382 (Lot 2 CSM 662)
Dercks DeWitt, LLC	Doc No. 502448	33384 (Lot 1 CSM 3499)
Kurt A. Michelle L. Van Thiel	Doc No. 344759	33374 (Lot 1 CSM 2519)
Betty J Van Thiel Irrevocable Trust	Doc No. 505744	33378 (Lot 1 CSM 3464)

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

File: 4288Final3.dwg
Date: 09/27/2016
Drafted By: Jim
Sheet: 2 of 2
Revision Date: Sep 27, 2016





HOUSE ELEVATIONS:

The house elevations shall be set to provide positive drainage away from the building in all directions as shown in the above details. House elevations and driveway locations may need to vary depending on size, location, and architecture of the home. Changes to the grading plan or house elevations can be allowed only if an individual lot grading plan is prepared by a professional engineer.

BENCHMARKS (NAVD 88 Datum)

- BM 0 NGS PID 4X74 Brass Disk in concrete Elev 791.60
- BM 100 Fire Hydrant Tag Bolt NW Corner Lot 35, Int. of Jochmann Dr. and Parker Way Elev 777.91
- BM 101 Fire Hydrant Tag Bolt Parker Way, 273' N of Int. Jochmann Dr. and Parker Way Elev 777.21
- BM 102 Fire Hydrant Tag Bolt Between Lots 4 & 5, S RW Jochmann Dr. Elev 777.52
- BM 103 Fire Hydrant Tag Bolt NE Corner Lot 58, Int. of Jochmann Dr. & Emly Lane Elev 779.21
- BM 106 Fire Hydrant Tag Bolt Between Lots 8 & 9, Parker Way R/W Elev 780.40
- BM 107 Fire Hydrant Tag Bolt Between Lots 11 & 12, Parker Way R/W Elev 791.46
- BM 108 Fire Hydrant Tag Bolt SW Corner Lot 12, Parker Way R/W Elev 782.96
- BM 109 Fire Hydrant Tag Bolt Lot 30, Mase Court R/W Elev 780.34
- BM 110 Fire Hydrant Tag Bolt Between Lots 26 & 27, Mase Court Cul-de-Sac Elev 778.89
- BM 200 Fire Hydrant Tag Bolt Between Lots 55 & 57, Emly Lane R/W Elev 780.78
- BM 201 Fire Hydrant Tag Bolt SW Corner of Lot 64, NE Int. of Parker Way & Emly Lane Elev 785.17
- BM 202 Fire Hydrant Tag Bolt Between Lots 49 & 50, Parker Way R/W Elev 787.18
- BM 203 Fire Hydrant Tag Bolt NE Corner of Lot 44, Hoelzel Way S R/W Elev 783.90

NOTES:

1. Existing utilities shown are indicated in accordance with available records and field measurements. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer and water from the owners of the respective utilities. All utility owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8511) for exact utility locations.
2. The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.
3. Vegetation beyond slopes shall remain.
4. The contractor shall minimize the area disturbed by construction as the project is constructed. Disturbed areas shall be replaced as soon as final grade is established. Contractor shall seed topsoil and then seed, fertilize and mulch all lawn areas within 1 week of topsoil placement.
5. Contractor shall remove all excess materials from the site. Earthwork contractors shall verify topsoil depth.
6. All sediment and erosion control devices and methods shall be in accordance with the Wisconsin DNR Technical Standards. The contractor shall make weekly inspections and inspections within 1 day of any rainfall exceeding 0.5 inches of the sediment and erosion control devices throughout construction. The contractor shall repair or maintain erosion control devices as necessary. The inspection reports shall be made available to the owner at the end of the construction or upon demand during construction.
7. Updated survey and title search have not been authorized and the boundary and easements shown may be inaccurate or incomplete.
8. Phase 3 construction subject to removal of existing driveways and improvements. Lot 64 improvements to remain with driveway re-alignment to Jochmann Road.
9. East side downspouts shall be directed to either the front or rear yards for lots 43 & 44.

LEGEND

-CATV- CATV	Underground Cable TV	○	Sanitary MH / Tank / Base	□	Telephone Pedestal
-DI- DI	Overhead Electric Lines	○	Clean Out / Curb Stop / PVA Box	□	CATV Pedestal
-San- San	Utility Gray Wire	○	Storm Manhole	□	Gas Regulator
-S-to- S-to	Sanitary Sewer	○	Trap	□	Sign
-E- E	Storm Sewer	○	Catch Basin / Yard Drain	□	Flag Pole
-G- G	Underground Electric	○	Water MH / Wall	○	Deciduous Tree
-T- T	Underground Gas Line	○	Hydrant	○	Coniferous Tree
-W- W	Underground Telephone	○	Utility Valve	○	Bush / Hedge
-Water- Water	Water Main	○	Utility Meter	○	Marsh
-Fence- Fence	Fence - Steel	○	Utility Pole	○	Soil Boring
-Fence- Fence	Fence - Wood	○	Light Pole / Signal	○	Benchmark
-V-L- V-L	Wildlands	○	Gas Meter / Pump	○	Asphalt Pavement
-T- T	Tree Line	○	Electric Pedestal	○	Concrete Pavement
-Culvert- Culvert	Culvert	○	Electric Transformer	○	Gravel
-500- 500	Index Contour	○	Air Conditioner	○	
-700- 700	Intermediate Contour	○	Ex Spot Elevation	○	
-606- 606	Proposed Storm Sewer	○	Proposed Storm Manhole	○	
-[Symbol]- [Symbol]	Proposed Contour	○	Proposed Curb Inlet	○	
-[Symbol]- [Symbol]	Proposed Swale	○	Prop. Catch Basin / Yard Drain	○	
-[Symbol]- [Symbol]	Adjacent Flat Grade	○	Proposed Endwall	○	
-[Symbol]- [Symbol]	Prop. Lot Corner Elevation	○	Proposed Flag Pole	○	
-[Symbol]- [Symbol]	Proposed Spot Elevation	○	Prop. Drainage Direction	○	
-[Symbol]- [Symbol]	Existing Grade	○	Prop. Ground Elevation at Foundation	○	
		○	Prop. Lofline Slope	○	
		○	Limit of Disturbance	○	

DRAINAGE PLAN CERTIFICATION:

I, Timothy N. Wittmann, Professional Engineer, hereby certify that this Drainage Plan will meet or exceed the requirements of the Village of Harrison.

Timothy N. Wittmann, P.E. E-40111 Date



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 CIVIL ENGINEERING CONSULTANTS
 1811 Racine Street, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-930-6995
 www.davelpro

DRAINAGE & GRADING PLAN

Parker Farms
 Village of Harrison, Calumet County, WI
 For: Dercks Dewitt, LLC

REVISION 2016-09-28 PHASE 3

Date: 09/27/2016
 Filename: 4288engr.dwg
 Author: TNW
 Last Saved by: tim
 Page 1.2



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Mark J. Mommaerts, AICP, Planner

Date:
October 25, 2016

Title:
Request for change in material for trail along Jochmann Drive in the Parker Farms subdivision

Issue:
Should the Village approved a change in material from asphalt to concrete for the 10-foot wide trail along Jochmann Drive in the Parker Farms subdivision?

Background and Additional Information:

The developer of the Parker Farms subdivision is interested in paving the 10-foot wide trail in concrete rather than asphalt. Some of the reasons include aesthetics. Since the driveways will be concrete there would be a consistent material along the whole trail rather than a change of material from asphalt to concrete at each driveway. A concrete trail will last longer and should require less maintenance in the future. Any maintenance or replacement can be done by panels rather than repaving.

The development agreement states that the developer is responsible *“To furnish, construct and install a 2-1/2 inch, 10-foot wide asphalt multi-use trail on the north side of Jochmann Drive in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. The Village of Harrison agrees to reimburse the Developer a sum equal to the cost difference between a concrete sidewalk and the asphalt trail. The cost to be reimbursed shall be based on actual costs. A change to the trail pavement material shall require approval from the Village of Harrison.”* Since the Village is already sharing in the cost of the trail, any change to the material will be picked up by the Village, unless the developer is agreeable to additional cost share.

Budget/Financial Impact:

Unknown.

Recommended Action:

Determine at the meeting whether concrete or asphalt will be utilized for the trail so the developer can construct accordingly. Staff recommends a concrete trail.

Attachments:

- Trail Map
- Pictures of asphalt on Noe Road trail (crack filling & material changes)





VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: Tuesday, October 25th, 2016

Title:

Authorize Village Manager to enter into a contract with facilitator Jeff Hoffman of Applied Conflict Solutions, LLC.

Issue:

Should the Village split the cost of hiring a facilitator to help with the on-going cooperation efforts between the Village of Sherwood and Harrison?

Background and Additional Information:

At the last Village Board meeting, Mary Kohrell from Calumet County gave an update on the Sherwood and Harrison meeting concerning discussions on possible opportunities for collaboration. She informed the board that the discussions went well and she is recommending that the villages hire Jeff Hoffman from Applied Conflict Solutions to facilitate even more discussions between the two communities. Mr. Hoffman charges approximately \$150 an hr. It is estimated that his services would only be needed for 3-4 hrs.

Budget/Financial Impact:

At 4 hrs., the cost to the Village of Harrison would be \$300 if split evenly with the Village of Sherwood. This item was not budgeted for.

Recommended Motion:

Motion to authorize the Village Manager to enter into an agreement with Jeff Hoffman of Applied Conflict Solutions, LLC to facilitate discussions between Harrison and Sherwood with the cost to be split evenly with the Village of Sherwood.

Attachments:

None.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Conditional Use Permit – Peter & Patricia Besser – W5622 Firelane 12

Issue:

Should the Village approve a Conditional Use Permit (CUP) to allow a water closter (toilet) in an accessory building?

Background and Additional Information:

The applicant, Peter & Patricia Besser, are requesting a Conditional Use Permit (CUP) in order to construct an accessory building with a water closet (toilet facility). The property is located at W5622 Firelane 12 and is currently zoned General Agricultural [AG]. There is a house and accessory building currently on the property. The Zoning Ordinance allows up to two (2) accessory buildings, not to exceed 3,000-sq. ft. in total area, in the AG zoning district. The Zoning Ordinance, Sec. 117-54 (7) also states, “Any detached accessory use, building and/or structure with a water closet (toilet facility) shall require a conditional use permit, pursuant to article XI, Conditional Use Permits.”

The applicant proposed to use the accessory building as an all season work and storage area. The applicant anticipates the building would be used for maintenance of automobiles, motorcycles and lawn/ag equipment. A water line to the building would allow for an area to wash and clean the equipment as well as have a bathroom so that they would not have to use the house bathroom. The applicant’s narrative is attached.

The structure itself meets all the physical zoning requirements (e.g. setbacks, size, number of buildings), but would require approval for a toilet facility. Staff has a few concerns about the accessory building being converted into another dwelling. If the applicant were to agree to not rent, lease, sell, or otherwise use the accessory building as dwelling unit, then staff would not have any issues.

The Plan Commission held a public hearing for the request. Only one person was present at the public hearing, which was the applicant to speak in favor of the conditional use permit. The Plan Commission also considered a letter from Mr. Thomas Macco who has concerns about the building being used as a rental property. The Plan Commission feels that they addressed this concern as part of the conditions for approval.

Budget/Financial Impact:

None

Recommended Action:

The Plan Commission recommended approval of the Conditional Use Permit (CUP) with the following conditions:

1. The accessory building shall not be rented, leased, sold, or otherwise used as a separate dwelling unit from the house on the property.
2. The accessory building shall only be used or occupied as long as the principal structure is used or occupied. If the house is vacant then the accessory building shall also be vacated.
3. The accessory building shall only be used by the owners of the property or their immediate family.
4. The owner shall obtain a sanitary permit from Calumet County prior to installation of the toilet facility.
5. An agreement signed by the owner stipulating to the above conditions shall be recorded at the Calumet County Register of Deeds.

Attachments:

- Plan Commission decision letter
- Narrative (email)
- Application
- Location Map
- Site Plans
- Building Plans
- Letter from Mr. Thomas Macco



VILLAGE OF HARRISON

HARRISON

TOWN OF HARRISON

October 19, 2016

Peter & Patricia Besser
222 East Chestnut, Apt. 17A
Chicago, IL 60611

RE: Plan Commission Advisory Recommendation Letter – CUP – W5622 Firelane 12

Dear Mr. & Mrs. Besser:

This letter is to inform you that on October 18, 2016 the Plan Commission recommended approval of your Conditional Use Permit (CUP) to the Village Board with the following conditions:

1. The accessory building shall not be rented, leased, sold, or otherwise used as a separate dwelling unit from the house on the property.
2. The accessory building shall only be used or occupied as long as the principal structure is used or occupied. If the house is vacant then the accessory building shall also be vacated.
3. The accessory building shall only be used by the owners of the property or their immediate family.
4. The owner shall obtain a sanitary permit from Calumet County prior to installation of the toilet facility.
5. An agreement signed by the owner stipulating to the above conditions be recorded at the Calumet County Register of Deeds.

The Village Board will review the Conditional Use Permit at their meeting on October 25, 2016 at 7:00pm at the Harrison Municipal Building. If you have any questions, please contact me at 920.989.1062 or email me at mmommaerts@harrison-wi.org.

Sincerely,

Mark J. Mommaerts, AICP
Planner

cc: Kelly Rousseau (via email)

Memo

Date: October 18, 2016

To: Plan Commission Members

From: Mark J. Mommaerts, AICP, Planner

Re: Agenda Item 8a: CUP, Besser

Overview:

The applicant, Peter & Patricia Besser, are requesting a Conditional Use Permit (CUP) in order to construct an accessory building with a water closet (toilet facility). The property is located at W5622 Firelane 12 and is currently zoned General Agricultural [AG]. There is a house and accessory building currently on the property. The Zoning Ordinance allows up to two (2) accessory buildings, not to exceed 3,000-sq. ft. in total area, in the AG zoning district. The Zoning Ordinance, Sec. 117-54 (7) also states, "Any detached accessory use, building and/or structure with a water closet (toilet facility) shall require a conditional use permit, pursuant to article XI, Conditional Use Permits."

The applicant proposed to use the accessory building as an all season work and storage area. The applicant anticipates the building would be used for maintenance of automobiles, motorcycles and lawn/ag equipment. A water line to the building would allow for an area to wash and clean the equipment as well as have a bathroom so that they would not have to use the house bathroom. The applicant's narrative is attached.

The structure itself meets all the physical zoning requirements (e.g. setbacks, size, number of buildings), but would require approval for a toilet facility. Staff has a few concerns about the accessory building being converted into another dwelling. If the applicant were to agree to not rent, lease, sell, or otherwise use the accessory building as dwelling unit, then staff would not have any issues.

Attachments:

- Narrative (email)
- Application
- Location Map
- Site Plans
- Building Plan

Findings of Fact:

- Property owners within 300-feet of the subject property have been notified via first-class mail.

Zoning Ordinance, Sec. 117-319. - Basis for approval.

No conditional use permit shall be recommended by the plan commission, or approved by the village board, unless it shall find all of the following criteria have been met. The applicant's

failure to satisfy the criteria, or any other applicable requirement in this chapter, shall be deemed grounds to deny the conditional use permit.

(1) *Zoning.* The proposed use conforms to the underlying zoning district intent and design standards and is in harmony with the general purpose and intent of this chapter. Where there is an existing nonconforming structure, the design standards of the underlying zoning district may be waived by the plan commission and village board. *Staff finds that the accessory building meets the physical zoning requirements of the AG zoning district and the intent of the district to use the building as an accessory to the primary use which is the house.*

(2) *Plans.* The proposed use conforms to the village comprehensive plan and any other officially adopted village plan. *Staff finds that the Comprehensive Plan identifies this area as residential, including associated accessory buildings.*

(3) *Traffic.* Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *Staff finds that the proposed use will not increase traffic congestion in the area.*

(4) *Landscaping and screening.* Appropriate landscaping and screening has been or will be provided to protect adjacent uses or properties from light, noise and other visual impacts that are associated with the proposed use as established in article VI, Access, Parking, and Loading and article IX, Landscaping and Screening Standards. *Staff finds that existing natural features and the building's location provide an adequate buffer.*

(5) *Neighborhood compatibility.* The proposed use is compatible with the predominant or prevailing land use of the neighborhood surrounding the proposed development and whether the proposed use creates a nuisance due to noise, odor, or dust. *Staff finds that accessory buildings are common place within the area.*

(6) *Services.* Adequate facilities, access roads, drainage and/or necessary services have been or will be provided. *Staff finds that if approved, a sanitary permit from Calumet County will be required.*

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit request with the following conditions:

1. The accessory building shall not be rented, leased, sold, or otherwise used as a separate dwelling unit from the house on the property.
2. The accessory building shall only be used or occupied as long as the principal structure is used or occupied. If the house is vacant then the accessory building shall also be vacated.
3. The accessory building shall only be used by the owners of the property or their immediate family.
4. The owner shall obtain a sanitary permit from Calumet County prior to installation of the toilet facility.

5. Draft recordable document for owner to sign

Town/Village of Harrison

W5298 Hwy 114
Menasha, WI 54952
Phone: 920.989.1062

CONDITIONAL USE PERMIT APPLICATION

C16-003

Applicant Information				
Applicant Name (Indiv, Org. or Entity) <i>Kelly Rousseau</i>		Authorized Representative <i>Kelly Rousseau</i>	Title <i>President</i>	
Mailing Address <i>600 Century Oaks Dr</i>		City <i>Menasha</i>	State <i>WI</i> Postal Code <i>54952</i>	
E-mail Address <i>KR@PRMS1.com</i>		Telephone (include area code) <i>920-722-4800</i>	Fax (include area code) <i>N/A</i>	
Landowner Information (if different than Applicant)				
Name (Organization or Entity) <i>Peter Besser</i>		Contact Person <i>Kelly Rousseau</i>	Title <i>President</i>	
Mailing Address <i>5622 Fire Lane 12</i>		City <i>Menasha</i>	State <i>WI</i> Postal Code <i>54952</i>	
E-mail Address <i>besser5622@gmail.com</i>		Telephone (include area code) <i>312-331-0142</i>	Fax (include area code) <i>N/A</i>	
Project or Site Location				
Site Name (Project):		Location ID(s):		
Site Address / Location: <i>5622 Fire Lane 12 Menasha WI</i>		Plat / CSM / Lot No.:		
Quarter: <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	Section:	Township: N	Range: E	
Legal Description:				
Current Zoning: <i>Ag</i>		Proposed Zoning:		
Current Uses:		Proposed Uses:		
Lot Dimensions: 1159.9 Front: <i>1159.9</i> Side: <i>1065.6</i> Rear: <i>917.8</i> Side: <i>398.1</i>		Lot Area: <i>17.95</i> <input checked="" type="checkbox"/> acres or <input type="checkbox"/> square feet		
Description of the Proposed Use for the Property (attach separate document if needed)				
<i>Shed, Storage Sec 117-54 (1)</i>				
Development Plan				
<input type="checkbox"/> See reverse side for complete application submittal requirements.				
Fees				
<input type="checkbox"/> \$350.00				
Certification & Permission				
<p>Certification: I hereby certify that I am the landowner of the property which is the subject of this Application. I certify that the information contained in this form and attachments is true and accurate. I understand that failure to comply with any or all of the provisions of the ordinances and/or permit may result in notices, fines / forfeitures, stop work orders, permit revocation, and cease & desist orders.</p> <p>Permission: As landowner of the property, I hereby give the permit authority permission to enter and inspect the property to evaluate this application, to determine compliance with the ordinances, and to perform corrective actions after issuing proper notice to the landowner.</p>				
Applicant Signature <i>[Signature]</i>		Date Signed <i>9-26-16</i>		
Landowner Signature (required) <i>[Signature]</i>		Date Signed <i>9.26.2016</i>		

RECEIVED - LEAVE BLANK - FOR MUNICIPAL USE ONLY			
Date Complete Application Received:	SEP 26 2016	Fee Received \$ <i>350.⁰⁰</i>	Receipt No: <i>6215</i>
		Date Paid: <i>9-26-16</i>	Taken By: <i>mm</i>
HARRISON PLANNING			

Mark Mommaerts

From: Kelly <kr@prms1.com>
Sent: Monday, September 26, 2016 3:52 PM
To: Mark Mommaerts
Subject: FW: Town of Harrison Planning Commission and Board re water for garage/shed building

Mark,

Here is the narrative for Peter Besser.

Thank you,

Blessings in Yeshua's name,

Kelly R.

From: Peter Besser [<mailto:besser5622@gmail.com>]
Sent: Tuesday, September 20, 2016 8:36 PM
To: [Kr@prms1.com](mailto:kr@prms1.com)
Subject: Town of Harrison Planning Commission and Board re water for garage/shed building

This letter is a request to to have water usage for a planned garage/ shed at W5622 Firelane 12. We have owned the property since 1987 and built a house in 1994 on our 16 acre parcel. To the west of the house we will seek a building permit for an approximate 1200 square foot structure which will be for an all season work and storage area. Our intent is to ask you for an allowance to run water in the building for maintenance, a sink and toilet. The planned structure is approximately 80 feet away from the house. To the east there is a well with an extra pipe available in the existing mechanicals. The plan would be to run water behind the home to the garage/shed and work area. We have asked water technicians whose opinion has been positive and most cost effective for the project. The intended structure will have easy access to electrical and gas for all season heating and cooling. With your permission we would then petition the county for a mound system or holding tank at their prerogative. Also if you were to suggest a preference it would incorporated into the project and the permit to the county. The intent of the building is have a work and maintenance area for automobiles, motorcycles and lawn/ag equipment. With water available we would have a cleaning, wash area and toilet facility without having to use the house. Our son currently deployed in the Navy is looking forward to having an area to work on his car and motorcycle. We have long maintained the area in keeping with the rural/agricultural and plan to follow in the same tradition.

Regards, Peter and Patricia Besser

Calumet County, WI

Legend

- Address Point
- Municipal Boundary
- County Boundary
- Wisconsin Water
- Other Counties
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hoist
- PLSS Station
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Local Roads
- Municipal Streets
- Trail
- Railroad
- Color 2014
 - Red 542_1
 - Green 542_2
 - Blue 542_3



DISCLAIMER: This map is not guaranteed to be accurate, current, correct, or complete and conclusions drawn are the responsibility of the user.

COUNTY OF CALUMET REGISTERED PLANNING COMMUNITY DEVELOPMENT	





ONLINE MAP GALLERY

PDF MAP GALLERY

DATA GALLERY

HELP

CONTACT

CONTACT



The Calumet County courthouse is located on the west side of the city of Chilton, Wisconsin. It is centrally located between Fond du Lac, Green Bay and the Fox Valley.

Contact us using this form

We are always looking to improve your experience with the site so please let us know if you have any comments or questions. Fill out this form and we will get back to you as soon as possible.

Contact Information

If at any point you have questions or comments, please feel free to contact Andy Hess- GIS Administrator at the Calumet County Land Information Office.

206 Court Street
Chilton WI 53014
Monday-Friday 8am-4:30pm
+920 849 1493 ext 260
Email Andy



ONLINE MAP GALLERY

PDF MAP GALLERY

DATA GALLERY

HELP

CONTACT

CONTACT



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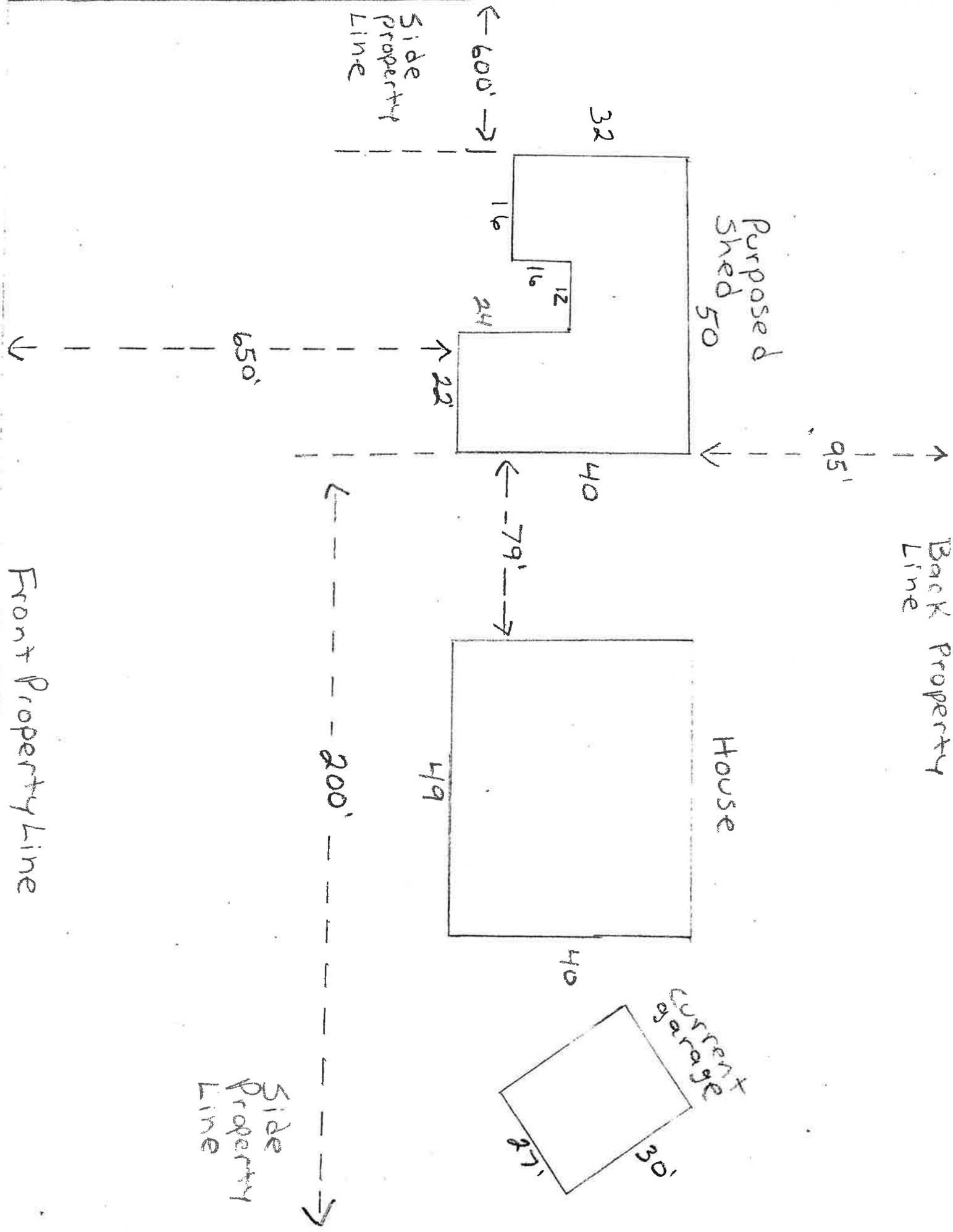
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206 Court Street
Chilton WI 53014
Monday-Friday 8am-4:30pm
+920 849 1493 ext 260
Email Andy



Passed out at meeting on Oct 18, 2016

October 4, 2016

Thomas Macco
5721 Firelane 12
Menasha, Wi 54952

Mark J Mommaerts,
Village of Harrison
W5298 Hwy 114
Menasha, Wi 54952



RE Request to add accessory building and water closet on property located at W5622 Firelane 12

Dear Mr Mommaerts,

Thank you for including surrounding property owners of the request to add an accessory building and water closet.

I am not opposed to a second building on the property. Many neighbors have storage buildings and their yards are well kept because of this.

I am very opposed to adding water into a 2nd building on the same property. The current property is spacious and can accommodate 'water closet' needs without being extending to another building.

I believe the property at W5622 Firelane 12 is a seasonal property for the current owners. Adding water into a second building suggests someone may be renting the secondary building as a residence but not the owner of the property.

It is a nice property surrounded by nice single family homes. Please maintain this value and deny the request to add water into the secondary building.

Sincerely,

A handwritten signature in cursive script that reads "Thomas Macco".

Thomas Macco



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Subdivision Improvement Policy

Issue:

Should the Village revise the Subdivision Improvement Policy?

Background and Additional Information:

The Public Works Committee is recommending the Village adopt policies and procedures for new subdivision where all the improvements are constructed up front before building construction starts. The policy gives the developer an option to construct all the improvements on their own or to request the Village construct the improvements and assess the costs back to the lots of the subdivision. Several other communities construct the roads and assess it back, attached is an example development agreement and an example subdivision ordinance.

Some of the benefits of the up-front construction include elimination of erosion sediment from the road base, ensuring that all utilities and improvements are available to all lots before building begins, and creating an aesthetically pleasing environment in which to attract more development. Allowing the Village to take the lead to construct the improvements and assess back to the lots may encourage more development since the developer will not have to pay for all the infrastructure up front. A smaller financial guarantee can be easier to obtain from a lending institution.

Additional information can be discussed at the meeting.

Budget/Financial Impact:

None

Recommended Action:

Attachments:

- Draft Subdivision Improvement Policy
- Example Agreement
- Example Ordinance



VILLAGE OF HARRISON

SUBDIVISION IMPROVEMENTS POLICY

INTRODUCTION:

The goal of this Subdivision Improvement Policy is to define acceptable policies and procedures for the installation of improvements, including but not limited to, subgrade, gravel base, curb & gutter, concrete paving, sidewalks & trails, sanitary sewer, watermain, storm sewer, associated laterals, gas, electric, cable, phone, and other improvements necessary when constructing a new subdivision.

SUBDIVISION IMPROVEMENT POLICY:

This policy document sets forth the following provisions for subdivision improvements. The Subdivider/Developer shall have two (2) options:

1. Subdivider/Developer Construction: The Subdivider/Developer, in accordance with State Statute Chapter 236, shall construct, or cause to be constructed, all improvements in accordance with the Village Standard Specifications Manual prior to approval of a final plat.
 - a. The Subdivider/Developer, provided the preliminary or final plat of the subdivision has been filed for approval with the Village, may begin to offer or contract to convey a lot prior to final plat approval if that offer or contract states on its face that it is contingent upon approval of the final plat and shall be void if such plat is not approved. (§ Chapter 236.31) The offer or contract to convey shall also include provisions that no building permits or zoning permits will be issued by the Village until all the improvements have been completed and the improvements have been accepted by the Village in a final state.
 - b. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat
2. Village Construction: The Subdivider/Developer may request the Village to construct, or cause to be constructed, all improvements prior to approval of a final plat in accordance with State Statute, Chapter 236.
 - a. The costs of utility (gas, electric, cable, phone, etc.) installation, stormwater management facility installation shall be paid by the Subdivider/Developer.
 - b. The costs of installation of all watermains, sanitary sewers, storm sewers, associated laterals, sub base, gravel base, curb & gutter, concrete paving, sidewalks and/or trails, and other improvements deemed necessary shall be assessed equally to all lots of the subdivision.

- c. The Subdivider/Developer shall enter into an agreement with the Village to provide framework for collection of the assessments, provisions for overage or shortage of assessments compared to final costs, and sufficient financial guarantee, as a cash escrow or letter of credit, to cover the costs of utility (gas, electric, cable, phone, etc.) installation, stormwater management facility installation, and one-third (1/3) of the estimated cost of all other remaining improvements.
- d. The Subdivider/Developer, provided the preliminary or final plat of the subdivision has been filed for approval with the Village, may begin to offer or contract to convey a lot prior to final plat approval if that offer or contract states on its face that it is contingent upon approval of the final plant and shall be void if such plat is not approved. (§ Chapter 236.31) The offer or contract to convey shall also include provisions that no building permits or zoning permits will be issued by the Village until all the improvements have been completed and the improvements have been accepted by the Village in a final state.

CONCLUSION:

This policy attempts to set standards for subdivision improvement policies and procedures that will allow for the development of new residential subdivisions while ensuring that such development meets the standard specifications and minimize the adverse effects of premature building.

This procedure and policy is duly adopted by the Village Board on the 25th day of October, 2016.

By: _____
James Salm, Village President

Attest: _____
Jennifer Weyenberg, Village Clerk

DOCUMENT NO.

**AGREEMENT WAIVING NOTICE AND
AGREEING TO SPECIAL ASESMENTS
FOR PUBLIC IMPROVEMENTS**

*example
agreement*

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the **City of De Pere**, a Wisconsin municipal corporation ("City"), **Trailside Development II, LLC** ("Developer"), owning property along platted S. Melcorn Circle in the City of De Pere, and **Keith Garot**, adult individual and principal member of Trailside Development, LLC.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

City of De Pere
Attn: Judith Schmidt-Lehman
335 South Broadway Street
De Pere, WI 54115

ED-2771 through ED-2785 inclusive
and ED-2788 through ED-2803
inclusive

PARCEL IDENTIFICATION NUMBER (PIN)

WHEREAS, Developer has subdivided property it owns in the City of De Pere known as the Plat of Trailside Estates; and

WHEREAS, Developer wishes to have City construct public improvements consisting of public street, water, sanitary sewer, storm sewer, curb and gutter and incidental or accessory improvements where necessary, to serve such property legally described as:

Lots 149 through 163 and Lots 166 through 181, Plat of Trailside Estates and shown on the attached Exhibit A, incorporated herein.

WHEREAS, pursuant to §13-7 De Pere Municipal Code, Developer has requested that the City construct such improvements and specially assess the benefiting parcels for the costs thereof; and

WHEREAS, under §13-7 De Pere Municipal Code, the Common Council has the discretion to authorize construction of public improvements to be paid for by special assessment when the property owner does not file a letter of credit for payment of such improvements and the Common Council determines it to be in the public interest to construct such improvements; and

WHEREAS, due to poor economic conditions and an unwillingness in lending institutions to advance letters of credit for private development, Developer is unable to obtain appropriate financing to enable it to file a letter of credit for the aforementioned public improvements; and

WHEREAS, the economic climate has fostered a market for those who seek to purchase mid priced homes, providing the opportunity for residential development within the city; and

WHEREAS, the Developer and City believe that it is in their mutual best interests and in the public interests of the City of De Pere to approve such public improvement construction along the terms and conditions provided herein.

NOW, THEREFORE, the parties hereto, based on the recitals stated above and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Developer shall provide documents acceptable to City evidencing at least one-third of all lots covered under this agreement being subject to accepted offers to purchase.
2. After receipt of such documentation evidencing the requisite lots being subject to accepted offers to purchase, City's engineering department shall, pursuant to the public bid requirements of Wis. Stats. §62.15, obtain competitive bids for the construction of the public improvements provided for in this Agreement. The plans and specifications for such

improvements shall be provided to Developer for comment by City prior to commencing the competitive bid process.

3. Developer, on its own and on behalf of any and all successors and assigns, requests the installation of the public improvements specifically provided for in this Agreement.

4. Developer, on its own behalf and on behalf of any and all successors and assigns, freely and voluntarily waives any right it may have under state or local laws to notice of such street, sanitary sewer, water, stormwater and curb and gutter improvement construction affecting the property legally described in this Agreement, such property hereinafter be referred to as “the benefited properties”.

5. Payment for the requested public improvements shall be made as provided in this Agreement. It is understood and agreed that, as of the date of the signing of this Agreement, the estimated cost of Phases I and II of the public improvements is \$577,937.00, as more specifically set forth in the Exhibit B attached and incorporated by reference. However, the parties understand and acknowledge that the actual total cost of the improvements may be more than such estimate and that this Agreement allows for the assessment of the actual total costs of the construction project, including engineering, legal and administrative fees, of the improvements upon the properties defined herein.

6. The assessments hereby levied for such improvements shall be paid as follows:

A. Payment of the individual parcel assessments shall be deferred up to three (3) years from the completion of the public improvements, together with interest at the rate of 6.25% on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Phase I improvements are complete as identified on the Notice of Phase I Completion sent to Developer. Phase I improvements include city utilities, stormwater management and crushed aggregate base course material.

- B. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due, upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred prior to final completion of the project and prior to a final determination of the total assessment costs shall have the assessment amount determined by the following formula:

$$\left(\frac{\text{Project Estimate (Exhibit B)}}{\# \text{ of lots}} \right) \times (1 + \text{Interest})$$

- C. Upon the expiration of three (3) years from the date of completion of the Phase I public improvements.
- D. Each principal member of Developer shall also execute a personal guarantee of specific transaction guaranteeing repayment of not less than one-third of the total public improvement costs to the City in each year of the deferral. Such guarantee is attached hereto as Exhibit C.

7. The full final cost of the public improvements shall be determined at the completion of the project and prorated per parcel. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel (s) and/or the guarantee found in Paragraph 6.D, the overage collected shall be determined and paid to Developer, and the assessment per lot not transferred at the time of such pro-ration shall have its final assessment adjusted to conform to the final assessment pro-ration. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels and/or the guarantee found in Paragraph 6.D, the shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee of each principal member of Developer.

8. The method of determining the assessment rate (total cost/# parcels) is reasonable.

9. The subject property will receive special benefit as a result of public improvements constructed under this Agreement.

10. Developer waives any and all right or recourse it may have, through State or Federal Court pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.

11. The City shall act in reliance upon the representations of Developer in this agreement and shall commence as soon as it is reasonably possible the improvements contemplated by this agreement.

12. This Agreement shall be recorded in the office of the Brown County Register of Deeds.

(Remainder of page intentionally left blank)

Dated in De Pere, Wisconsin, this _____ day of _____, 2011.

CITY OF DE PERE

TRAILSIDE DEVELOPMENT II, LLC

Michael J. Walsh, Mayor

Print Name: _____

Charlene M. Peterson, Clerk-Treasurer

Print Name: _____

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2011, the above
named Michael J. Walsh and Charlene
M. Peterson, know as the persons who executed
the foregoing instrument and acknowledge
the same.

Personally came before me this ____
day of _____, 2011, the above
named _____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission Expires: _____

Notary Public:
My Commission Expires: _____

Keith Garot, Individually

STATE OF WISCONSIN)
)SS.
BROWN COUNTY)

Personally came before me this ____
day of _____, 2011, the above
named Keith Garot known
as the person who executed the
foregoing instrument and acknowledge
the same.

Notary Public:
My Commission Expires: _____

DIVISION 5. - REQUIRED IMPROVEMENTS

example ordinance

Sec. 46-168. - Monuments.

The subdivision shall be monumented as required by Wis. Stats. § 236.15, which is hereby adopted by reference and incorporated herein as though fully set out.

(Comp. Ords. 2000, § 18.06(1)(a); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(1)(a)), 2-12-2001)

State Law reference— Monuments, Wis. Stats. § 236.15(1).

Sec. 46-169. - Required utility, street and other improvements.

Subdivisions lying in a sewer area will be required to have storm sewer, curb and gutter, sidewalks on both sides of the street, sanitary sewer main and water main on all streets; and sewer, water and storm sewer service laterals to all lots in the subdivision. The design, size, depth, location and method of financing of the required improvements shall be determined by the village board. The village board may also require the provision of detention ponds and drainageways or easements of widths sufficient to accommodate anticipated storm sewer runoff and of a design permitting the unimpeded flow of natural water. In lieu of sidewalks on both sides of the street, an off-street trail may be constructed that would provide similar conveyance of pedestrians.

(Comp. Ords. 2000, § 18.06(1)(b); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(1)(b)), 2-12-2001)

Sec. 46-170. - Desirable municipal improvements.

Reviewing the general design quality of individual subdivisions submitted to it, the village board shall make a determination as to the scope of improvements which should be installed to conform to sound development standards. The village board's determination shall be based on size of lot proposed, the degree of local improvement requirements, the drainage conditions existing in the area to be platted and any other pertinent location factors. When the village board finds improvements as proposed by the developer or the improvements required by this chapter or a town subdivision ordinance to be inadequate to meet good development standards, it shall call attention to this fact in its plat evaluation report.

(Comp. Ords. 2000, § 18.06(1)(c); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(1)(c)), 2-12-2001)

Sec. 46-171. - Privately owned utilities.

All privately owned utilities, including gas mains, electrical cables, telephone cables, cable television or any other nonpublic improvements, shall not be installed until such time as the sanitary sewer, storm sewer and water mains have been installed.

(Comp. Ords. 2000, § 18.06(1)(d); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(1)(d)), 2-12-2001)

Sec. 46-172. - Responsibilities and duties of subdivider for public improvements.

In addition to all other pertinent sections of this chapter, the subdivider is responsible for all of the following duties to ensure the installation of all public improvements in a construction year:

- (1) After submission of the preliminary plat, the subdivider must secure all properly notarized waivers of hearings as provided in Wis. Stats. § 66.0703, for the respective construction of sanitary sewer mains, water mains, sidewalks, curbs and gutters, or any other public improvements as petitioned for. If the subdivider is unable to obtain all the required signatures on the waivers required in this subsection, he shall, in writing, request to the village board an opportunity for a public hearing on this project. The village board will decide whether or not a hearing will be held on the project. All blank waiver forms shall be supplied by the village board for use by the subdivider.
- (2) If the subdivider is unable to obtain all the signatures for the waivers in subsection (1) and/or the project is rejected by the village board after a public hearing, the subdivider may still promote the project by executing special written agreements with those individuals who did not sign the waiver. The agreement would stipulate that the subdivider would conditionally assume the financial responsibilities of those respective uninterested parties.
- (3) After approval of the preliminary plat by the village board, the subdivider shall provide a fee of \$2,000.00 for the preliminary review and a construction cost estimate of the public improvements necessary to construct the subdivision.
- (4) The subdivider shall assist in securing all required utility easements beyond the limits of the subdivision of which the location and width shall be determined by the village board. The village board will furnish blank easement forms to the subdivider who will be responsible for the proper legal description of the easement parcel and for the proper execution of the easement by the grantor. All completed easements shall be submitted to the village board, designated as the grantee for its review, and shall be recorded at the county register of deeds office by the village board.
- (5) The subdivider shall secure and furnish proof of an escrow account or letter of credit for the amount of the total assessment levied against his properties abutting the improvements, the amount to also cover any assessments to properties covered under special agreements as provided in subsection (2). The account shall be so arranged and a special agreement executed between the subdivider, the bank and the village to allow the latter to withdraw monthly amounts from the account sufficient to cover monthly construction costs to the contractor under contract with the village for construction. The amounts of monthly withdrawals, as determined by the village, shall be billed to the subdivider and shall be due within ten days of the date of billing.
- (6) The subdivider shall also execute any other special agreements deemed necessary by the village board.

- (7) Reserved.
- (8) Required street tree plantings. The subdivider shall pay a reasonable fee for every linear foot of frontage in the subdivision to plant street trees. This fee is determined by the village forester and is kept in an account by the finance department until the subdivision can be planted pursuant to section 46-173(a).

(Comp. Ords. 2000, § 18.06(2); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(2)), 2-12-2001; Ord. No. 2010-6, §§ 7—11, 3-22-2010)

Sec. 46-173. - Specific deadlines for public improvements.

- (a) To provide adequate time for all parties involved in the investigation, design, supervision, construction and administration of public improvement project, the following deadlines are required of the subdivider for public works construction in a given construction year:

Preliminary plat submittal	September 1
Final plat monumented per <u>section 46-168</u>	November 15
Final plat submittal	January 1
Final plat recorded per <u>section 46-141(d)</u>	March 1
General duties outlined in <u>section 46-172(2)</u> completion date	May 1

- (b) Failure to meet the deadlines in subsection (a) of this section may still result in final plat approval, but may delay public improvement construction until the following construction year.

(Comp. Ords. 2000, § 18.06(3)(intro.); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(3)(intro.)), 2-12-2001; Ord. No. 2010-6, § 12, 3-22-2010)

Sec. 46-174. - Street tree plantings.

Street trees will not be planted until 75 percent of homes in that subdivision are issued occupancy certificates. At such time, all completed homes shall receive street trees in planting spots deemed acceptable by the village forester. Planting is the village forestry division's responsibility and shall be done according to the Arboricultural Specifications Manual.

(Comp. Ords. 2000, § 18.06(3)(a); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(3)(a)), 2-12-2001)

Sec. 46-175. - Responsibilities of village board for public improvements.

The village board shall be responsible for the following applicable duties:

- (1) Provide all preliminary construction cost estimates based on all preliminary plat. Preliminary assessments will be provided upon request of the subdivider.
- (2) Determine the final construction cost estimate and final assessments based on the data of the final plat and current construction cost information. Final assessment rates may be amended by the village board pursuant to Wis. Stats. § 66.0703(10), to reflect the actual construction cost of the project, if applicable.
- (3) Conduct all public hearings and publish required legal notices.
- (4) Furnish all easement, waiver and special agreement forms. All completed forms will be reviewed by the village board upon submission by the subdivider. Easements will be recorded by the village board.
- (5) Conduct all necessary operations for project bidding, awarding of construction contracts and project supervision.
- (6) Secure department of natural resources and related project approvals.
- (7) Design and installation of all municipal owned and/or maintained improvements.
- (8) Reserved
- (9) Reserved.
- (10) Provide storm sewers and detention ponds where applicable.

(Comp. Ords. 2000, § 18.06(4); Ord. No. 1992-2; Ord. No. 2001-2, § 1(18.06(4)), 2-12-2001; Ord. No. 2010-6, §§ 13—15, 3-22-2010)

Secs. 46-176—46-203. - Reserved.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Date:

October 25, 2016

Title:

Building Occupancy Ordinance

Issue:

Should the Village pursue adoption of a building occupancy permit ordinance?

Background and Additional Information:

This summer the Village approved a contract with SEH, Inc. to cover lot grade checks and driveway checks for new homes and plan review and inspection for new developments. In order to administer and enforce these checks there needs to be an ordinance in place. The draft ordinance requires an occupancy permit before all new buildings can be occupied. Occupancy will be granted based on meeting all the required inspections for foundation height, grading height, and driveway heights. The ordinance also provides for a grading permit in order to obtain occupancy before final grading is complete. The property owner will have one year from occupancy in order to complete the final grading and lawn. The ordinance will also identify the requirements for site plans to ensure that all parties know what the lot grades are intended to be prior to construction.

Budget/Financial Impact:

Cost of the inspections by the consultant will be collected as part of the building permit or plan review.

Recommended Action:

Staff recommends the draft ordinance be incorporated into a final ordinance for adoption.

Attachments:

- Draft Ordinance

In accordance with Wis. Stats. 62.23(9), the Village Board adopts the following:

Sec. 117-416. – Zoning Permits.

(b) Application for zoning permit.

- (8) All applications for new construction projects shall include a drainage/grading plan containing the following:
 - a. Existing and proposed grades at all lot corners and break points
 - b. Proposed grade at foundation
 - c. Proposed top of foundation elevation
 - d. Driveway location and proposed elevation at the right-of-way line

ARTICLE VI. – BUILDING CERTIFICATE OF OCCUPANCY

Sec. 103-250. - Building certificate of occupancy.

No new building shall be used or occupied; no existing building which is hereafter structurally altered, relocated or reconstructed shall be used or occupied; no non-residential building shall have a change in use or tenancy; and no vacant land shall be used until a building certificate of occupancy has been issued by the Building Inspector, or their designee.

- 1) *Building certificate of occupancy.* A building certificate of occupancy issued by the Building Inspector, or their designee, shall be required.
 - a) *Application.* The owner or tenant of a building or parcel of land shall apply to the Building Inspector for a building certificate of occupancy:
 1. Concurrent with an application for a building permit, where applicable.
 2. Prior to a change in occupancy of a building or parcel of land, under circumstances where a building permit application was not required.
 - b) *Conditions for issuance.* A building certificate of occupancy shall be issued by the Building Inspector within two (2) business days of the final inspection of the building or parcel of land subject thereto, provided that such building or parcel of land is in compliance with all applicable codes, ordinances, and rules or regulations, including but not limited to all required inspections being performed and approved and lot grades are verified as meeting the required grading as part of the master grading/drainage plan for a subdivision or development, or individual lot grading plan if there is no master grading/drainage plan. A building certificate of occupancy may be granted prior to lot grade verification if a Grading Permit is obtained.
 1. *Required Inspections for new Single-Family and Two-Family Homes.* In addition to the inspections required under WI Admin. Code SPS 320, the following inspections/grade checks shall be required:
 - (1) Foundation elevation
 - (2) Driveway elevation at right-of-way line.
 - (3) Final lot grade elevationThe Building Inspector may issue a stop work order if inspections/grading checks are not completed and/or grades are not in compliance with the master grading/drainage plan for a subdivision or development, or individual lot grading plan if there is no master grading/drainage plan.

- c) *Forms.* The building certificate of occupancy, where issued, shall certify compliance with the applicable conditions and standards and state the use of the building or parcel of land which is approved. The building certificate of occupancy shall in no event certify compliance with any environmental law, rule or regulation or another other law, rule or regulation not found in this chapter.
- 2) *Grading Permit.*
- a) *Eligibility and application.* The owner or tenant of a building or parcel of land which is not eligible for a building certificate of occupancy due to lot grading, may apply to the Village for and obtain a Grading Permit as hereinafter provided. The application must be made and certificate obtained prior to occupancy. After a Grading Permit is obtained, the building certificate of occupancy may be issued.
- b) *Term.* The Grading Permit shall valid for one (1) year from the date that the building permit of occupancy is issued. Failure to complete the required lot grading in accordance with the master grading/drainage plan, or individual lot grading plan if there is no master grading/drainage plan, within the specified term shall be deemed a violation of this ordinance and be subject to all fines and/or forfeitures under Section 1-7 of the Municipal Code of Ordinances. Each day that a violation exists shall be considered a separate offense.

Fee and Penalty Schedule

- Lot Grade Checks Fee = \$785
- Driveway Checks Fee = \$165
- Reinspection Fee = \$130/hour plus materials
- Grading/Landscaping Permit Escrow = \$2,000

**TOWN/VILLAGE OF HARRISON**

Administrator's/Manager's Report 10-25-2016

Update on Menasha Court of Appeals Case

The League of Wisconsin Municipalities did file an amicus brief in this matter and the Village was granted the opportunity to respond to that brief. Those briefs were sent to the court on Oct. 10th. The court has now received all the briefs and has moved to the deliberation portion of the case. There is no timeframe for when a decision will be made.

Update on Appleton Circuit Court Case (Peterson Annexation)

The City of Appleton has refused to negotiate with the Town and Village of Harrison concerning common boundary lines so this case has proceeded to the circuit court. The Town and Village deadline for filing their first briefs is November 1st. The Village Attorney has prepared a rough draft and we have contacted the property owners and informed them that the case is proceeding. Appleton's brief will be due by December 9th, 2016. The Town and Village will have one more opportunity to respond to Appleton's brief before proceeding to the deliberation stage of the proceedings.

County Trunk Highway LP Construction Update

Staff attended an utilities meeting at Calumet County for the urbanization of CTH LP before it is turned over to the municipalities. The engineers informed everyone that they will need four feet on the eastside of CTH LP for the project and that sidewalks are being required by the State in order to obtain the grant funding. A public hearing has been scheduled for November 2nd, 2016 at 5:00 pm at Woodland School to discuss the 30% completion plans with the public.

Comprehensive Plan and Village Center Steering Committee

The comprehensive plan and village center public hearing was held Oct. 18th, 2016 at the Harrison Municipal Complex. There were about 30 people in attendance that provided input on the possible site locations for a village center. The consultant will take back the results of the public meeting and compile them into a report to be given to the Village.

Development

The Village has been receiving a number of inquiries in to possible sites for development. One party inquired into possible sites for a senior living complex. There have also been a number of inquiries concerning sites for subdivision development.

Budget

The Village and Town Boards have been meeting to discuss the 2017 budget. Three meetings have already been held with a fourth one scheduled for Oct. 26th, 2016 to finalized the budget numbers. The meeting to adopt the budget will be held November 15th, 2016 at the Harrison Municipal Building.