

NOTICE OF PUBLIC MEETING

VILLAGE OF HARRISON, CALUMET (& OUTAGAMIE) COUNTY, WI

NOTICE IS HEREBY GIVEN that a Village of Harrison Board Meeting will be held at the Harrison Municipal Building, W5298 State Road 114, Menasha on Tuesday, May 9, 2017 at 7:00pm. The agenda is printed below.

1. Call to Order the Village Board Meeting for May 9, 2017
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
5. Public Comments
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. Consent Agenda
 - a) Operator License for Ellen Schmalz (Waverly Beach)
 - b) Agreement with Lamers Realty, Inc. to pave Harrisville Court
7. Items removed from Consent Agenda (if any)
8. Appointments
 - a) 2-year term to Garner's Creek Stormwater Utility
9. Unfinished Business from Previous Meetings for Consideration or Action
 - a) Preliminary Plat- Kimberly Heights- Dercks DeWitt LLC
10. New Business for Consideration or Action
 - a) ChickenFest Information and Funding Request for 2017
 - b) 2017 Asphalt Paving Bid
 - c) 2017 Chip Seal Program Bid
 - d) 2017 Crack Seal Program Bid
 - e) Lease agreement to farm Village property
 - f) Provide Stipend to Fire Department/EMS Deputy Chiefs for Phones
 - g) Request to have Committee meet with Village of Sherwood (requested by Trustee Hietpas)
 - h) Review Subdivision Policy (requested by Trustee Nelson)
 - i) Sump Pump Discharge on Willow Lane (requested by Trustee Lisowe)
11. Reports of Ad Hoc Committees and Departments
 - a) Report from Jay Bowers- Update on Kaukauna Youth Baseball
12. Future Agenda Items
13. Closed Session: The Village Board will meet in closed session pursuant to Wis. State Stats. §19.85 (1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session in regards to (a) a development project with Toonen Companies; and (b) acquiring land for the BlackOak Street extension. The Village Board may reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for possible action on the closed session.
14. Adjournment

Agenda is posted at Harrison Municipal Building and www.harrison-wi.org. Any person with hearing disabilities or requiring special accommodations to participate in the meeting should contact the Clerk's Office (920-989-1062) at least 24-hours prior to the meeting. This is a public meeting.

Jennifer Weyenberg, Village Clerk
Posted May 5, 2017



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: Schmalz First Name: Ellen Middle I: S
Street Address: 704 Depere St City: Menasha Zip: 54952
Day Phone: 920-450-3741 Evening Phone: 920-450-3741
Date of Birth: _____ Where will you be working?: Waverly Beach
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: Town of Buchanan

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 21 day
of April 2016/17.

[Signature]
Witness Signature

Witness Address: 127 S. Schaefer St
Appleton WI 54915

X [Signature] / 12/21/17
Applicant Signature Date

Office Use Only: \$25.00

Background Check

Course Completion

#44405
#35

Agreement to Pave Roadway

THIS AGREEMENT, made this ____ day of _____, 2017, between LAMERS REALTY, INC., hereinafter called "Developer", and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called "Village".

WHEREAS, Developer subdivided fifteen (15) lots in a subdivision called "Harrisville Place"; and

WHEREAS, Developer is responsible for installation of improvements to Harrisville Place, such improvements being installation of curb & gutter, asphalt paving, and sidewalks within the Harrisville Court road right-of-way in accordance with the approved plans and specifications, herein after called "Improvements"; and

WHEREAS, Developer has requested the Village to install the Improvements as part of the Village's road paving program; and

WHEREAS, Village included Improvements as an alternate in the road paving programs bid.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Improvements. The Village agrees to cause construction of Improvements (curb & gutter, asphalt paving, and sidewalks) as part of the Village's road paving program.
2. Costs. Developer agrees to pay 100% of the costs associated for the Improvements. Costs to be determined by the Village Engineer as a proration of the road paving program.
3. Payment. The Developer agrees to pay within 15 days of billing.
4. Remedies. Upon failure of the Developer to pay all costs billed by the Village in the specified time period, the Village has the authority to draw from the funds held with Capital Credit Union pursuant to the Developer's Agreement Dated 8-26-2014 as part of the Harrisville Place subdivision development.

Signatures

Developer

Village of Harrison

Al Lamer, Lamers Realty, Inc. Date

James Salm, President Date

Jennifer Weyenberg, Clerk Date

From: Lee Reibold [<mailto:LReibold@mcmgrp.com>]
Sent: Wednesday, April 26, 2017 2:07 PM
To: Bob Kesler; chairmanken@tds.net
Cc: Al Lamers (allamers@new.rr.com)
Subject: 2017 Asphalt Paving Bid Tabulation

Bob and Ken,

Please find the attached bid tabulation from this morning's bid opening for the 2017 Asphalt Resurfacing Program. There were no errors found in the bid results as read. The low bidder for items A through C (Base Bid Items) is NEA for the amount of \$409,424.60.

Al,

Regarding the supplemental bid #1 for Harrisville Court improvements, I would make the recommendation to award this with the base bid from NEA. NEA's bid of \$113,750.50 is \$948.57 higher than MCC's bid. However, the unit price for 1 ¼-inch base aggregate dense (Item 1) is considerably higher for NEA than MCC. The total Item 1 amount from NEA is \$2,975.00. Very rarely does this bid item get used on projects; we include a quantity for fine grading in the event the existing aggregate base is low. In this instance, the curb and gutter is being installed and will mostly likely generate enough aggregate that material would need to be hauled off site. This material could also be used for the base under the proposed sidewalk. This can be seen in the Item 7 bid item, where NEA bid \$0.01 and MCC bid \$15.31. If you would like to award to MCC, this would have to be done independently and not through the Village Contract. There is only a single contract to be awarded, and McMahon's recommendation is to the low bidder, NEA.

Bob, Ken and Al,

Please review the bid tabulation and contact our office with any questions or comments.

Thank you,

Lee R. Reibold, P.E.

Associate / Project Engineer



The McMAHON Way... Values. Culture. Relationships.

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE NEENAH, WI 54956

920.751.4200 EXT 223 MCMGRP.COM

920.427.6020 CELL



BID TABULATION

Owner: **VILLAGE OF HARRISON**
 Project Name: **2017 Asphalt Paving Program**
 Contract No. **H0006-9-17-00741-C**
 Bid Date: **Wednesday, April 26, 2017**
 Bid Time: **9:00 a.m., local time**
 Project Manager: **Lee R. Reibold, P.E.**

Engineer: **McMAHON**
 1445 McMahon Drive
 P.O. Box 1025
 Neenah, WI 54956 / 54957-1025

NORTHEAST ASPHALT, INC.
 W6380 Design Drive
 Greenville, WI 54942

MCC, INC.
 2600 North Roemer Road
 P.O. Box 1137
 Appleton, WI 54912-1137

A. SONNY DRIVE

Item	Qty	Unit	Description
A1.	300	TON	1 1/2 Inch Base Aggregate Dense
A2.	2,170	LF	30 Inch Concrete Curb and Gutter, Type D
A3.	5,390	SY	Fine Grading and Compaction of Aggregate Base
A4.	620	TON	2 1/2 Inch HMA Pavement, 3LT 58-28S
A5.	480	TON	1 1/2 Inch HMA Pavement, 4 LT 58-28S
A6.	6	EA	Manhole Casting Adjustment
A7.	250	TON	1 1/2 Inch Base Aggregate Dense for Sidewalk (6 Inch)
A8.	5,380	SF	6 Inch Concrete Sidewalk
A9.	1,320	SY	Fine Grading and Compaction of Aggregate Base (Rec Trail)
A10.	150	TON	2 Inch HMA Pavement 5 LT 28-28S
A11.	10	SF	Detectable Warning Field
A12.	2,800	SY	Lawn Restoration
A13.	1	LS	Contractor Quality Control Testing

Unit Price	Total
\$24.35	\$4,305.00
\$12.50	\$27,125.00
\$0.01	\$53.90
\$55.50	\$34,410.00
\$51.75	\$24,840.00
\$250.00	\$1,500.00
\$15.75	\$3,937.50
\$4.00	\$21,520.00
\$0.01	\$13.20
\$72.90	\$10,935.00
\$28.00	\$280.00
\$5.35	\$14,980.00
\$2,995.00	\$2,995.00

Unit Price	Total
\$14.33	\$4,299.00
\$12.42	\$26,951.40
\$1.43	\$7,707.70
\$48.31	\$29,952.20
\$53.71	\$25,780.80
\$179.36	\$1,076.16
\$14.38	\$3,595.00
\$4.72	\$25,393.60
\$1.40	\$1,848.00
\$55.40	\$8,310.00
\$30.29	\$302.90
\$5.30	\$14,840.00
\$2,163.41	\$2,163.41

SUB-TOTAL (Items A1. through A13., Inclusive)

\$146,894.60

\$152,220.17

B. CTH 'N' & HOELZEL WAY INTERSECTION

Item	Qty	Unit	Description
B1.	180	LF	30 Inch Concrete Curb and Gutter, Type D
B2.	340	SY	Fine Grading and Compaction of Aggregate Base
B3.	50	TON	2 1/2 Inch HMA Pavement, 3LT 58-28S
B4.	40	TON	1 1/2 Inch HMA Pavement, 4 LT 58-28S
B5.	100	SY	Lawn Restoration
B6.	1	LS	Contractor Quality Control Testing

Unit Price	Total
\$19.25	\$3,465.00
\$5.70	\$1,938.00
\$85.50	\$4,275.00
\$69.90	\$2,796.00
\$5.35	\$535.00
\$195.00	\$195.00

Unit Price	Total
\$20.01	\$3,601.80
\$2.25	\$765.00
\$56.90	\$2,845.00
\$64.68	\$2,587.20
\$8.87	\$887.00
\$270.43	\$270.43

SUB-TOTAL (Items B1. through B6., Inclusive)

\$13,204.00

\$10,956.43

C. FARD SPRINGS ROAD

Item	Qty	Unit	Description
C1.	19,400	SY	Pulverize Existing Asphalt Pavement
C2.	24,800	SY	Fine Grading and Compaction of Aggregate Base
C3.	2,080	TON	1 1/2 Inch HMA Pavement, 3LT 58-28S
C4.	2,080	TON	1 1/2 Inch HMA Pavement, 4 LT 58-28S
C5.	1,150	TON	1/2 Inch Base Aggregate Dense for Shouldering
C6.	1	LS	Contractor Quality Control Testing

Unit Price	Total
\$0.45	\$8,730.00
\$0.52	\$12,896.00
\$48.65	\$101,192.00
\$50.35	\$104,728.00
\$16.70	\$19,205.00
\$2,575.00	\$2,575.00

Unit Price	Total
\$0.43	\$8,342.00
\$0.77	\$19,096.00
\$47.31	\$98,404.80
\$49.59	\$103,147.20
\$15.58	\$17,917.00
\$4,543.16	\$4,543.16

SUB-TOTAL (Items C1. through C6., Inclusive)

\$249,326.00

\$251,450.16

SUPPLEMENTAL BID #1 - HARRISVILLE COURT

Item	Qty	Unit	Description
1.	140	TON	1 1/2 Inch Base Aggregate Dense
2.	1,630	LF	30 Inch Concrete Mountable Curb and Gutter
3.	2,900	SY	Fine Grading and Compaction of Aggregate Base
4.	320	TON	1 1/2 Inch HMA Pavement, 3LT 58-28S
5.	320	TON	1 1/2 Inch HMA Pavement, 4 LT 58-28S
6.	5	EA	Manhole Casting Adjustment
7.	200	TON	1 1/2 Inch Base Aggregate Dense for Sidewalk (4 Inch)
8.	8,600	SF	4 Inch Concrete Sidewalk
9.	20	SF	Detectable Warning Field
10.	2,000	SY	Lawn Restoration
11.	1	LS	Contractor Quality Control Testing

Unit Price	Total
\$21.25	\$2,975.00
\$11.65	\$18,989.50
\$1.39	\$4,031.00
\$52.45	\$16,784.00
\$53.45	\$17,104.00
\$250.00	\$1,250.00
\$0.01	\$2.00
\$4.60	\$39,560.00
\$28.00	\$560.00
\$5.35	\$10,700.00
\$1,795.00	\$1,795.00

Unit Price	Total
\$13.66	\$1,912.40
\$12.93	\$21,075.90
\$1.59	\$4,611.00
\$49.37	\$15,798.40
\$54.53	\$17,449.60
\$166.31	\$831.55
\$15.31	\$3,062.00
\$4.14	\$35,604.00
\$30.29	\$605.80
\$5.52	\$11,040.00
\$811.28	\$811.28

SUB-TOTAL (Items 1. through 11., Inclusive)

\$113,750.50

\$112,801.93

TOTAL (Items A through C, Inclusive)

\$409,424.60

\$414,626.76

Bid Security	Yes - 10%	Yes - 10%
Addendum Acknowledgment	N/A	N/A



April 21, 2017

Village of Harrison
W5298 Highway '114'
Menasha, WI 54952

Re: Village of Harrison
2017 Chip Seal Program
Letter Of Recommendation
McM. No. H0006-9-17-00741-B

On April 20, 2017, bids were received at the Village of Harrison Municipal Building for the above referenced project. Two bids were received, ranging in price from \$242,416.55 to \$330,552.20 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract H0006-9-17-00741-B to the low bidder, Scott Construction, Inc., in the amount of \$242,416.55.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

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

LRR:car

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: SCOTT CONSTRUCTION, INC.
560 W. Munroe Avenue
P.O. Box 340
Lake Delton, WI 53940

Contract No. H0006-9-17-00741-B

Project: 2017 CHIP SEAL PROGRAM
For The VILLAGE OF HARRISON | Calumet County, Wisconsin

You are notified that your Bid, dated April 7, 2017 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2017 Chip Seal Program for the Village of Harrison, Calumet County, Wisconsin.

The Contract Price of your contract is Two Hundred Forty-Two Thousand Four Hundred Sixteen & 55/100Dollars (\$242,416.55).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF HARRISON | Calumet County, Wisconsin

(authorized signature)

(title)

Witness: _____

00 51 00.00 - 1

BID TABULATION

Owner:
Project Name:
Contract No.
Bid Date:
Bid Time:
Project Manager:

VILLAGE OF HARRISON
 2017 Chip Seal Program
 H0006-9-17-00741-B
 April 20, 2017
 9:00 a.m., local time
 Lee R. Reibold, P.E.

Engineer:

McMAHON
 1445 McMahon Drive
 P.O. Box 1025
 Neenah, WI 54956 / 54957-1025

SCOTT CONSTRUCTION, INC.
 560 W. Munroe Ave.
 P.O. Box 340
 Lake Delton, WI 53940

FAHRNER ASPHALT SEALERS, LLC
 860 East Line Road
 Kaukauna, WI 54130

BASE BID

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total
1.	21,190	S.Y.	Harrison Road (STH '55' to Bottom of Hill)	\$1.49	\$31,573.10	\$1.93	\$40,896.70
2.	39,700	S.Y.	Woodland Road (CTH 'LP' to CTH 'N')	\$1.49	\$59,153.00	\$1.93	\$76,621.00
3.	6,200	S.Y.	South Coop Road (Woodland Road to Wilz Court)	\$1.537	\$9,529.40	\$1.98	\$12,276.00
4.	16,430	S.Y.	Midway Road (CTH 'N' to N. Coop Road)	\$1.49	\$24,480.70	\$1.93	\$31,709.90
5.	8,310	S.Y.	Pigeon Road (HWY '114' to Village Limits)	\$1.537	\$12,772.47	\$1.98	\$16,453.80
6.	4,940	S.Y.	Stommel Road (Village Limits to Park N. Ride Driveway)	\$1.537	\$7,592.78	\$1.98	\$9,781.20
7.	15,600	S.Y.	Ertl Road (STH '114' to STH '55')	\$1.49	\$23,244.00	\$1.98	\$30,888.00
8.	3,960	S.Y.	Wilz Court (Eisenhower Drive to S. Coop Road)	\$1.537	\$6,086.52	\$1.98	\$7,840.80
9.	6,230	S.Y.	Peters Road (HWY '10' to Manitowoc Road)	\$1.40	\$8,697.08	\$5.26	\$32,769.80
10.	850	Tons	Asphalt Wedge	\$69.75	\$59,287.50	\$83.90	\$71,315.00
TOTAL BASE BID (Items 1 through 10, Inclusive)					\$242,416.55		\$330,552.20

Bid Security 5% Bid Bond 5% Bid Bond

ALTERNATE BID #1 (Peters Road)

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total
A-1	6,230	S.Y.	Pulverize Existing Asphalt Pavement	\$0.55	\$3,426.50	\$0.75	\$4,672.50
A-2	7,360	S.Y.	Fine Grading and Compaction of Aggregate Base	\$0.44	\$3,250.00	\$1.25	\$9,200.00
TOTAL ALTERNATE BID #1 (Items A-1 through A-2, Inclusive)					\$6,676.50		\$13,872.50



April 21, 2017

Village of Harrison
W5298 Highway '114'
Menasha, WI 54952

Re: Village of Harrison
2017 Crack Seal Program
Letter Of Recommendation
McM. No. H0006-9-17-00741-A

On April 20, 2017, bids were received at the Village of Harrison Municipal Building for the above referenced project. Four bids were received, ranging in unit price from \$0.91 to \$1.60 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract H0006-9-17-00741-A to the low bidder, Precision Sealcoating, Inc., for a unit price of \$0.91/lb. for a total bid quantity of 219,780 lbs.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

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

LRR:car

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: PRECISION SEALCOATING, INC.
N6450 River Road
P.O. Box 24
Princeton, WI 54968

Contract No. H0006-9-17-00741-A

Project: 2017 CRACK SEAL PROGRAM
For The
VILLAGE OF HARRISON | Calumet County, Wisconsin

You are notified that your Bid, dated April 14, 2017, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the 2017 Crack Seal Program for the Village of Harrison, Calumet County, Wisconsin.

The Total Bid Quantity of your Contract is Two Hundred Nineteen Thousand Seven Hundred Eighty Pounds (219,780 lbs.)

You must comply with the following conditions precedent within 15-days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement with the Contract Documents attached will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF HARRISON | Calumet County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

Owner:
Project Name:
Contract No.
Bid Date:
Project Manager:

VILLAGE OF HARRISON
 2017 CRACK SEAL PROGRAM
 H0006-9-17-00741-A
 April 20, 2017
 9:00 a.m., local time
 Lee R. Reibold, P.E.

Engineer: McMAHON
 1445 McMahon Drive
 P.O. Box 1025
 Neenah, WI 54956 / 54957-1025

PRECISION SEALCOATING, INC.A
 N6450 River Road
 P.O. Box 24
 Princeton, WI 54968

AMERICAN PAVEMENT SOLUTIONS, INC.
 1455 Gruber Road
 P.O. Box 13007
 Green Bay, WI 5437-3007

Item	Total Budget	Description	Unit Price/LB	Total LBS	Unit Price/LB	Total LBS
1.	\$200,000	Crack Seal Village of Harrison Street	\$0.91	219,780	\$1.29	155,039

Bid Security 5% Bid Bond

ASPHALT SEAL & REPAIR, INC.
 2077 Enterprise Drive
 De Pere, WI 54115

FAHRNER ASPHALT SEALERS, INC.
 860 East Line Road
 Kaukauna, WI 54130

Item	Total Budget	Description	Unit Price/LB	Total LBS	Unit Price/LB	Total LBS
1.	\$200,000	Crack Seal Village of Harrison Street	\$1.49	134,228	\$1.60	125,000

Bid Security 5% Bid Bond

VILLAGE BOARD MEETING**VILLAGE OF HARRISON**

Date: May 9th, 2017

Title:

Lease agreement to farm Village property.

Issue:

Should the Village approve the attached lease agreement with Hugo Wittmann to farm Village owned property?

Background and Additional Information:

When the Village purchased the Diocese property located on CTH N, a lease agreement was already in place with Mr. Wittmann that allowed him to farm the property. That lease expired in February. Mr. Wittmann is requesting a new lease to farm the property in 2017.

The attached lease is based upon the same terms and conditions as was required under the diocese's lease agreement.

Budget/Financial Impact:

Increase revenue.

Recommended Motion:

Staff recommends a motion to approve the lease agreement with Hugo Wittmann to farm the Village owned property located on CTH N.

Attachments:

Draft lease agreement.

Copy of Diocese's Lease agreement.

FARM LEASE

THIS INDENTURE, made and entered into this 9th day of May, 2017, by and between the Village of Harrison (“Lessor”), and Hugo Wittman (“Lessee”).

WITNESSETH:

1. **Lease Premises.** Lessor does hereby lease to Lessee the following described premises in the Town of Harrison, State of Wisconsin to-wit:

All of Lot One (1), of Certified Survey Map No. 1978, filed in the office of the Register of Deeds for Calumet County, Wisconsin in Volume 14 of Certified Survey Maps on Page 123, as Document No. 265890, being part of the Southwest ¼ of the Northwest 1/4 and part of the Northwest ¼ of the Southwest ¼ of Section 11, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin.

Calumet County Tax ID No. 39144

The leased premises is depicted on a map of the subject area, attached hereto and incorporated by reference as Exhibit A.

The parties agree that for purposes of determination of the rent due hereunder, the parcels subject to this lease total approximately 26 acres.

2. **Term.** This lease shall be for a term of one year, commencing on May 1st, 2017 through May 1st, 2018. In the event that Lessor shall sell or otherwise need any portion of the property which is the subject of this lease during the term of said lease, then Lessor may, at its sole option, terminate and cancel this lease by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the terms of such notice.

Lessee shall be permitted to enter upon the leased premises, after termination of the lease in accordance with this paragraph 2, to harvest any crops then currently growing on said premises. After harvesting said crops, Lessee shall no longer have the right to enter said premises.

3. **Effect of Early Termination.** In the event this lease is not terminated by Lessor pursuant to provisions of paragraph 2, above, Lessor or his successor in title shall be responsible for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination. In the event this lease is terminated by Lessee, Lessee shall forfeit any and all claims of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

4. **Obligations of Lessee.** Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants herein that he shall not use the chemical compound found in atrazine or any other chemical which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the Village Manager of the Village of Harrison.

5. **Sublease.** Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee.

6. **Rent.** The rent shall be one hundred and sixty dollars (\$160.00) per acre annually which results in a total yearly payment of four thousand one hundred and sixty dollars (\$4,160.00).

7. **Payment of Rent.** Rent shall be paid in one payment of four thousand one hundred and sixty dollars (\$4,160.00).

8. **Hold Harmless and Certificate of Insurance.** Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this lease.

9. **Miscellaneous.** Lessee promises and agrees to pay the rent as provided herein and not to underlease or sublet said premises or any portion thereof or assign this lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this lease and to keep the same in good repair as the same are in at the commencement of the term of the lease. Lessee further agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this lease or shall underlease or sublet the premises without written consent fo Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

LESSOR:
Village of Harrison

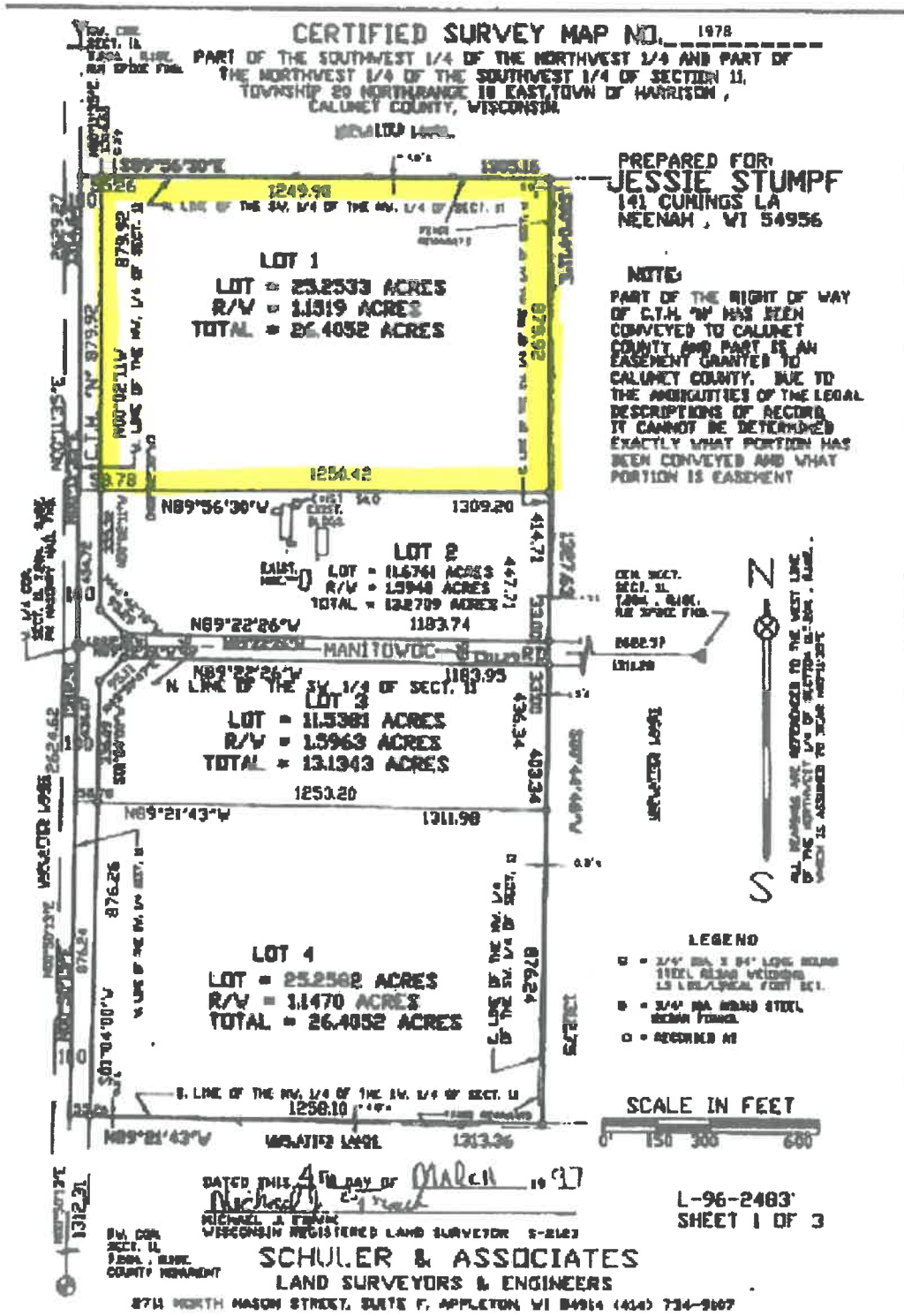
James Salm, Village President

LESSEE:

Hugo Wittmann

DRAFT

EXHIBIT A



I CERTIFY THAT THIS DOCUMENT WAS MICROFILMED ACCORDING TO VI STATUTE 16.61(7). TANK ALLEN, CALUMET COUNTY MICROFILM OPERATOR.

25 x 11

November 18, 2014

Mr. Hugo Wittman
W7883 Edge Water Ct.
Sherwood, WI 54169

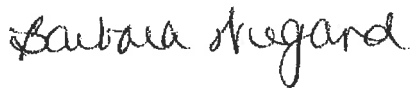
Dear Mr. Wittman:

Attached please find this year's renewal of the farm lease agreement that we have with you relating to 26 acres in the Town of Harrison. Please sign and return to me at St. Joseph Real Estate Service Corporation, P.O. Box 23825, Green Bay, WI 54305-3825.

If we receive a legitimate offer to purchase, we will provide you ample notice as listed in the agreement.

Please feel free to contact me at (920) 272-8260 with any questions you may have.

Sincerely,



Barbara Wiegand
Director of Facilities & Properties
St. Joseph Real Estate Services Corporation

FARM LEASE

THIS INDENTURE, made and entered into this 18th day of November, 2014, by and between St. Joseph Real Estate Services Corp (“Lessor”), and Hugo Wittman (“Lessee”).

WITNESSETH:

1. **Lease Premises.** Lessor does hereby lease to Lessee the following described premises in the Town of Harrison, State of Wisconsin to-wit:

All of Lot One (1), of Certified Survey Map No. 1978, filed in the office of the Register of Deeds for Calumet County, Wisconsin in Volume 14 of Certified Survey Maps on Page 123, as Document No. 265890, being part of the Southwest ¼ of the Northwest ¼ and part of the Northwest ¼ of the Southwest ¼ of Section 11, Township 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin.

Tax Key No. 010-0000-0000000-000-0-201811-00-230B

The leased premises is depicted on a map of the subject area, attached hereto and incorporated by reference as Exhibit A.

The parties agree that for purposes of determination of the rent due hereunder, the parcels subject to this lease total approximately 26 acres.

2. **Term.** This lease shall be for a term of two years, commencing on February 4, 2015 through February 3, 2017. In the event that Lessor shall sell or otherwise need any portion of the property which is the subject of this lease during the term of said lease, then Lessor may, at its sole option, terminate and cancel this lease by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the terms of such notice.

Lessee shall be permitted to enter upon the leased premises, after termination of the lease in accordance with this paragraph 2, to harvest any crops then currently growing on said premises. After harvesting said crops, Lessee shall no longer have the right to enter said premises.

3. **Effect of Early Termination.** In the event this lease is not terminated by Lessor pursuant to the provisions of paragraph 2, above, Lessor or his successor in title shall be responsible for damages suffered by Lessee, including the reasonable value of crops damaged or unable to be harvested as a result of said termination. In the event this lease is terminated by Lessee, Lessee shall forfeit any and all claim of any nature whatsoever for any work performed, materials or supplies, including seed provided, or any other cost which Lessee may have incurred.

4. **Obligations of Lessee.** Lessee shall use said property for general farming purposes and shall care for the same according to standard industry practices and shall mow all land not seeded or planted for the following crop season. Lessee warrants herein that he shall not use the chemical compound found in atrazine or any other chemical which may prevent for any period of time residential grass growth on any lands leased hereunder unless authorized in writing by the Lessor's Director of Facilities and Properties.

5. **Sublease.** Should Lessee desire to sublease such property, prior written approval of Lessor shall be obtained by Lessee.

6. **Rent.** The rent shall be one hundred sixty dollars (\$160.00) per acre annually which results in a total yearly payment of four thousand one hundred sixty dollars (\$4,160.00).

7. **Payment of Rent.** Rent shall be paid in one payment of four thousand one hundred sixty dollars (\$4,160.00). This payment shall be made on or before February 3, 2015 for the first year and on or before February 3, 2016 for the second year.

8. **Hold Harmless and Certificate of Insurance.** Lessee shall save and hold harmless Lessor from any and all claims, actions, or liability for any injury or damage to property or persons occurring on or about the premises demised hereunder where such injury or damage has arisen out of Lessee's action or inaction or that of Lessee's agents, contractors, or employees. This hold harmless is intended to protect Lessor from any and all claims and actions for injury or damage to the fullest extent provided by law, including payment for actual attorney fees reasonably incurred as a result of any such claim. To ensure Lessee's ability to perform under this provision, Lessee shall provide a certificate of general liability insurance in an amount of not less than One Million Dollars, naming Lessor as an additional insured as a term and condition of this lease.

9. **Miscellaneous.** Lessee promises and agrees to pay the rent as provided herein and not to underlease or sublet said premises or any portion thereof or assign this lease without the prior written consent of Lessor. Lessee further agrees to quit and deliver the same to Lessor peacefully and quietly at the end of the term of this lease and to keep the same in good repair as the same are in at the commencement of the term of the lease. Lessee further agrees to use and improve said premises using standard industry practices and to provide Lessor access to view the premises at all reasonable times. If Lessee shall fail to pay rent at the aforesaid times expressed in this lease or shall underlease or sublet the premises without the written consent of Lessor, Lessor may enter and expel Lessee and/or his assigns from the premises forthwith and thereupon said Lessee shall be held to

have forfeited any rent that he may have paid hereunder and shall be liable to Lessor for any such payment or payments of rent hereunder which are then due and unpaid.

The covenants herein contained shall bind the parties mutually and their respective heirs, personal representatives, administrators, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed personally or by their duly authorized officers and their seals affixed hereto on the day and year first written above.

LESSOR:

ST. Joseph Real Estate Services Corp.



Barbara A. Wiegand, President

LESSEE:



Hugo Wittman



VILLAGE OF HARRISON

TOWN OF HARRISON

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: May 9th, 2017

Title:

Stipend for Fire Department/EMS Deputy Chief for Phones

Issue:

Should the Village provide a stipend for the deputy chiefs to carry a cell phone?

Background and Additional Information:

Currently, the Village of Harrison provides cell phones for the Fire Chief, Two Deputy Fire Chiefs, and the EMS director.

Recently, one of the deputy chief's phone needed replacing, as it was not working properly. The Village replaced the phone with the same type of phone as he previously had which was a "flip" phone. The deputy chief was wondering if it would be possible to replace the phone with a smartphone.

In order for the Village to replace the phone with a smartphone, the Village will need to get an additional data plan. In order to add an additional data plan it would cost \$40, \$10 per line and an additional \$30 for the data plan.

In talking with Fire Chief Mikkelson, it was recommended that the Village provide a stipend of \$30 to the deputy chiefs and EMS director in order to purchase their own phones for fire department/ems purposes.

Budget/Financial Impact:

If keeping the status quo, no cost. The cost would increase if the Village Board provides a stipend or purchases data plans for smartphones.

Recommended Motion:

Staff recommends that the Village Board provide a stipend to deputy chiefs and EMS director for phone usage.

Attachments:

Email


Other communities' policies

Travis Parish

From: Schuebel, Dustin J <Dustin.Schuebel@VerizonWireless.com>
Sent: Thursday, April 20, 2017 3:54 PM
To: Travis Parish
Subject: RE: Phones for Harrison

You are on grandfathered plan, but I believe I can still work with it. Your bill would go up \$40. \$10 for line access and \$30 for data.

Dustin Schuebel

Government Account Manager | 
Wireless number: 920-634-9241
Email: dustin.schuebel@verizonwireless.com
eFax number: 847-619-4401
State support Line: 800-922-0204
Federal Account Support Team: 800-295-1614
Verizon Wireless Crisis Response Team (VCRT): 800-981-9558 (monitored 24x7x365)

From: Travis Parish [<mailto:TParish@harrison-wi.org>]
Sent: Thursday, April 20, 2017 3:34 PM
To: Schuebel, Dustin J
Subject: [E] RE: Phones for Harrison

Dustin,

If we upgraded line [REDACTED] to a smartphone, how much would that increase our bill?

Please let me know when you get a chance.

Thanks,

Travis Parish
Town Administrator
Village Manager
Town and Village of Harrison
W5298 Hwy 114
Menasha, WI 54952
Ph. 920-989-1062
Fax 920-989-1077
tparish@harrison-wi.org

From: Schuebel, Dustin J [<mailto:Dustin.Schuebel@VerizonWireless.com>]
Sent: Thursday, April 20, 2017 3:18 PM
To: Travis Parish
Subject: RE: Phones for Harrison

Hello Travis,

Cell phone payment to employees?

Submitted by Melissa Weiss, Assistant Village Administrator - Village of Sussex

We pay for cell phones for certain employees who need to be on call or reachable after hours. In the past few years we have been getting more requests for a monthly phone stipend to be provided to employees in lieu of giving them a cell phone. Does anyone else do this?

Discussion

The following messages contain the responses from members pertaining to this question. They are provided so that you can see the full discussion.

Member	Response
<u>Melissa Weiss</u> Assistant Village Administrator Village of Sussex	<i>Posted on 08-31-2015</i> We pay for cell phones for certain employees who need to be on call or reachable after hours. In the past few years we have been getting more requests for a monthly phone stipend to be provided to employees in lieu of giving them a cell phone. Does anyone else do this?
<u>Kayla Chadwick</u> Village Administrator/Clerk Village of Butler	<i>Posted on 08-31-2015</i> We do, for myself, the Police Chief, and lieutenant. We calculated what the cost would be if the Village paid for the phone under our plan and give that to the employee as a reimbursement. I do stress to the employee that this essentially makes their personal phone subject to open records.
<u>Michael Pollocoff</u> Village Administrator Village of Pleasant Prairie	<i>Posted on 08-31-2015</i> The Village allows employees to use their own phones for personal business while at work as long as the Village can contact them for work purposes and they agree to use it for conducting Village business as well. If the employee does not want to use their personal phone for work Village work, we will provide them with a phone for only Village business. The Village will reimburse the employee for data service at a rate not to exceed \$30.00 per month.
<u>Jeff Gates</u> City Administrator City of Mosinee	<i>Posted on 08-31-2015</i> The City provides a monthly reimbursement of \$45.00 to the City Administrator and Department Heads.
<u>Robert Douglas</u> Village Administrator Village of Chenequa	<i>Posted on 08-31-2015</i> we reimburse employees either \$30.00 per month or \$65.00 per month depending what their duties are. If they need and use the smart phone heavily for work purposes we pay up to \$65.00 per month but not to exceed their monthly bill. Village of Chenequa
<u>Mark Rohloff</u> City Manager City of Oshkosh	<i>Posted on 08-31-2015</i> We just recently changed our policy to provide a \$20 monthly allowance to a number of our FLSA Exempt employees, but still have some holdouts for city provided phones. Feel free to call my IT Director, Tony Neumann, at (920) 236-5148.
<u>Jennifer Frederick</u> Village Administrator Village of Twin Lakes	<i>Posted on 08-31-2015</i> We don't reimburse. Phone plans now are unlimited voice and unlimited text, people are only paying for data. Because we don't expect employees to use data during work, we don't pay. We can supply a phone if they want but if they just want one phone we are not going to pay a stipend as they are paying for their own data- not for minutes or texts.
<u>Kathy Hagen</u> Assistant Village Administrator Village of Mount Horeb	<i>Posted on 08-31-2015</i> The Village provides a \$100 monthly reimbursement for the Village Administrator. The Police Chief, Police Lieutenant, WWTP Super., Recreation Director, Parks/Forestry Director, and Assistant Village Administrator each receive \$40

monthly reimbursement. Cell phone for our PW Director is strictly a work phone paid 100% by the Village. Our Elec/Water Super. carries strictly a work phone split 50/50 by the Electric/Water Utilities. Four additional department heads receive no reimbursement.

Raymond French

Business Assistance
Specialist
City of Eau Claire

Posted on 08-31-2015

We have \$50/mo stipend for directors, and select supervisors get \$25/mo at the discretion of their director. Line and on-call staff have cell phones provided, but only at the discretion of their director too. I don't think this has been a big issue here.

Richard Downey

Village Administrator
Village of Kronenwetter

Posted on 09-01-2015

We are the same as most. \$40 for frequent users, others get \$20.

Steve Volkert

City Administrator
City of Hartford

Posted on 09-01-2015

We pay \$40 for Department Heads and Administration. Others get flip phones provided to them.

Darcy D Long

Manager In Transition

Posted on 09-08-2015

The City of Amery pays the cost of the phone for department heads and the City Administrator. We have one employee that uses there own phone and the City pays them a \$40 per month stipend for using it because they don't use as much as the department heads but it is used for work.

Andrew Vickers

City Administrator
City of Oak Creek

Posted on 09-08-2015

Phones with data package are provided to the Administrator and Department Directors at no charge to them. We do not differentiate Village use vs. personal use. On-call DPW/Utility staff are supplied a phone for village use only when on-call. We have some ancient agreement in place for phone "minutes" and annual phone "hardware" as partial payment for a cell tower lease, or some such. Regardless of that "arrangement" I'd still support what we do for providing phones w/ data.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: May 9th, 2017

Title:

Request to have Committee meet with Sherwood.

Issue:

Review requested by Trustee Hietpas.

Background and Additional Information:

At the previous Village Board meeting, Trustee Hietpas asked that this item be placed on the agenda for discussion.

Budget/Financial Impact:

Unknown at this time.

Recommended Motion:

No recommendation from staff.

Attachments:

None.



VILLAGE OF HARRISON

TOWN OF HARRISON

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: May 9th, 2017

Title:

Review Subdivision Ordinance.

Issue:

Review requested by Trustee Nelson.

Background and Additional Information:

At the previous Village Board meeting, Trustee Nelson requested to review the subdivision ordinance concerning park land dedication.

Budget/Financial Impact:

Unknown at this time.

Recommended Motion:

No recommendation from staff.

Attachments:

Harrison ordinance Article V. Dedications and Reservations.

Harrison ordinance Article V. Park Impact Fees.

ARTICLE V. - DEDICATIONS AND RESERVATIONS

Sec. 115-40. - Generally.

- (a) *Purpose and intent.* In order that adequate open spaces and sites for public uses may be properly located and preserved as the community develops, and in order that the cost of providing park and recreation sites and facilities necessary to serve the additional families brought into the community by subdivision development may be most equitably apportioned on the basis of the additional need created by the individual subdivision or minor land division development, the following provisions are established.
- (b) *Absence of environmental problems.* Wis. Stats. ch. 236 provides that approval and recording of a final plat and certified survey maps transfers all streets, drainage ways, detention facilities, park lands or other public dedications to become the property of the town. The subdivider, owner, and/or developer are required to assure the town that all dedications are free from environmental problems as follows:
- (1) *Plat.* The plat shall have the following language, "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 Town on the plat or in the Development Agreement. The owner/subdivider understand that they shall be individually responsible for any environmental problems found on the land, transferred to the Town on the Plat, Plat of Survey, or Certified Survey Map during the construction of roads or other dedications and agree to hold the Town harmless until construction, installation or grading is complete."
- (2) *Development agreement.* The language required above by this section shall also be included in the development agreement.
- (c) *Dedication of roads and streets.* Wherever a tract of land to be subdivided embraces all or any part of an arterial street, collector street or other street, drainageway or other public way which has been designated in the comprehensive plan, or on the official map of the town, or so designated on an official map of a municipality who exercises "extraterritorial" jurisdiction, said public way shall be made a part of the plat and dedicated or reserved or treated by the developer as determined by the plan commission, in the locations and dimensions indicated on such plat and as set forth in this chapter.
- (1) *Road widths.* A collector street shall be dedicated with at least 80 feet of right of way. A local street shall be dedicated with at least 66 feet of right of way, or if the road is intended to be constructed with curb and gutter then it shall be dedicated with at least 60 feet of right-of-way.
- (d) *Acceptance of storm water facilities dedicated to public.* Pursuant to Wis. Stats. § 236.29(4), unless an earlier date is agreed to by the town, the dedication of any lands within a plat that are intended to

include a permanent man-made facility designed for reducing the quantity or quality impact of storm water runoff from the plat and is shown on the plat as "Dedicated to the Public for Storm Water Management Purposes" is not accepted until at least 80 percent of the lots in the plat have been sold and a professional engineer register in the state has certified to the town that all of the following conditions are met with respect to the facility:

- (1) The facility is functioning properly in accordance with the plans and specifications of the town.
 - (2) Any required plantings are adequate, well-established, and reasonably free of invasive species.
 - (3) Any necessary maintenance, including removal of construction sediment, has been properly performed.
- (e) *Dedication of public sites.* Wherever a proposed playground, park, school site or other public land, other than streets or drainageways, designated in a comprehensive plan, or on the official map of the town or so designated on the official map of a municipality who exercises "extra-territorial" jurisdiction, is embraced, all or in part, in a tract of land to be subdivided, these proposed public lands shall be so designed as to be made an integral part of the plat and may be dedicated, but in any case shall be reserved, for acquisition at undeveloped land costs, by the agency having jurisdiction, as provided for in subsection (f), Reservations. The town reserves the right to select the specific acreage to be used for park, open space, trails or other public recreational improvements based on the town impact fee ordinance and park and outdoor recreation plan.
- (f) *Reservations.* In the design of the subdivision or minor land division, consideration shall be given to the adequate provision of and correlation with such public sites or open areas. Where it is determined by the plan commission that a portion of that subdivision or minor land division is required for such public sites or open spaces, the subdivider may be required to reserve such area for a period not to exceed three years unless extended by mutual agreement, after which the town shall either acquire the property or release the reservation. On sites reserved for eventual public acquisition, no building development is permitted during the time of reservation. The building permit prohibition shall also apply within the area of any required setback or yard from the reserved acquisition. Land so reserved shall be shown on the plat of a subdivision or on a certified survey map.
- (g) *Public access.* Wherever a subdivision abuts a public use area such as a park, lake, street, or any similar type of public recreational area, the subdivider, at the option of the plan commission, shall provide an access thoroughfare at least 100 feet wide connecting such public area with a public street so that there shall be adequate public access to the public use area as determined by the plan commission.
- (h) *Acceptance of dedication.* The dedication of land for public purposes such as parks, rights-of-way, school sites, easements as so indicated on the final plat, become effective at the time of recording of the final plat.

(Ord. No. 10-150, 12-29-2010)

Secs. 115-41—115-49. - Reserved.

ARTICLE V. - PARK IMPACT FEES

FOOTNOTE(S):

⁽²⁹⁾ **State Law reference**— Impact fees, Wis. Stats. § 66.0617.

Sec. 103-222. - Purpose.

The purpose of this article is to collect a park fee, which shall be used for the development and/or maintenance of recreational lands, facilities and equipment.

(Ord. No. 102(Ser. 04-2004), § 1, 11-30-2004)

Sec. 103-223. - Establishment of fee.

The park fee shall be paid at the time of application for a building permit for a residential dwelling, commercial, and/or industrial construction. The amount of the fees shall be as established by the town board from time to time.

(Ord. No. 102(Ser. 04-2004), § 2, 11-30-2004)

Sec. 103-224. - Short title.

This article shall be known and may be cited as the park impact fee ordinance of the town.

(Ord. No. 07-127, § 1, 11-27-2007)

Sec. 103-225. - Introduction and purpose.

Pursuant to the authority of Wis. Stats. § 66.0617, the local impact fees enabling legislation, the purpose of this article is to establish the mechanism for the imposition of impact fees upon new development to finance the capital costs of acquiring, establishing, upgrading, expanding, and constructing public facilities which are necessary to accommodate land development. This article is intended to assure that new development bears an appropriate share of the cost of capital expenditures necessary to provided public facilities within the town and its service areas as they are required to serve the needs arising out of land development.

(Ord. No. 07-127, § 2, 11-27-2007)

Sec. 103-226. - Definitions.

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

Capital costs means the capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than ten percent of capital costs may consist of legal, engineering and design costs unless such costs relate directly to the public improvement for which the impact fees were imposed actually exceed ten percent of the capital costs.

Development means any manmade change to improved or unimproved real property, the use of any principal structure or land or any other activity that increases the demand for more water supply, creates a new dwelling unit, or requires the issuance of a building permit.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, including a house, duplex, multiple-family facility, condominium, mobile home, trailer apartment.

Impact fee means cash contributions, contributions of land or interest in land, or any other items of value that are imposed on a developer by the town pursuant to Wis. Stats. § 66.0617.

Land development means the construction or modification of improvements to real property that creates additional residential dwelling units within the town or its service areas or that results in nonresidential uses that create a need for new, expanded or improved public facilities within the town or its service areas.

Public facilities means facilities for pumping, storing, treating and distributing water and recreational facilities, including but not limited to park improvements, playgrounds, and trails.

Service area means a geographic area, delineated by the town board, within which the town provides public facilities and for the purposes of this article includes the entire town.

Service standard means a certain quantity or quality of public facilities relative to a certain number of persons, parcels of land or other appropriate measure as specified by the town board.

Utility means the water utility of the town.

(Ord. No. 07-127, § 3, 11-27-2007)

Sec. 103-227. - Impact fee revenue administration.

- (a) Revenues from impact fees shall be placed in one or more segregated, interest-bearing accounts and shall be accounted for separately from other town general funds. Impact fee revenues and interest earned thereon may be expended only for capital costs for which the impact fees were imposed.
- (b) Impact fee revenues imposed and collected but not used within a reasonable period of time after collection to pay the capital costs for which they were imposed shall be refunded on a prorated proportional basis, as determined by the town board, to the current record owner of the property with

respect to which the impact fees were imposed. Reasonable time periods for expenditure of impact fee revenues shall be subject to current state statute after collection of the impact fees related to park public facilities.

(Ord. No. 07-127, § 4, 11-27-2007)

Sec. 103-228. - Use of impact fees.

Funds collected from impact fees shall be used solely for the purpose of paying the proportionate costs of providing public facilities that may become necessary due to land development. These costs may include the costs of debt service on bonds or similar debt instruments, when the debt has been incurred for the purpose of proceeding with designated public facilities projects prior to the collection of all anticipated impact fees for that project, to reimburse the town or utility for advances of other funds or reserves, and such other purposes consistent with Wis. Stats. § 66.0617 which are recorded and approved the town board.

(Ord. No. 07-127, § 5, 11-27-2007)

Sec. 103-229. - Payment of impact fees.

- (a) All required impact fees, unless expressly excepted, shall be payable by the developer or the property owner to the town in full upon issuance of a building permit adding a dwelling unit.
- (b) All building permits are deemed to be issued subject to the payment of the fee. Failure to pay impact fees in compliance with this article shall be cause for the revocation of a building or occupancy permit.
- (c) Representation of values at the time of the issuance of a building or occupancy permit which represents an underestimation of more than ten percent, upon which an impact fee has been calculated, shall be cause for the town to give notice to the developer or owner that the impact fees require recalculation. Said notice shall be given not later than November 1 of the first year of the full value assessment. The town shall give notice of the recalculation and that the additional calculation represents a special charge related to the property. Failure to pay within 14 days of the notice shall be cause for the town to place the charge and administrative costs on the tax bill as a special charge

(Ord. No. 07-127, § 6, 11-27-2007)

Sec. 103-230. - Appeals.

The payment of an impact fee imposed under this article may be contested as to the amount, collection or use of the impact fee to the town board, provided that the applicant files a written notice of appeal in the town clerk's office within 15 days of payment of the impact fee. Such notice of appeal shall be entitled "Notice of Appeal of Impact Fee" and shall state the applicant's name, telephone number, address, if available, and legal description of the land development upon which the impact fee is imposed, and a statement of the nature of and reasons for the appeal. The town clerk shall schedule the appeal for consideration by the town board at a regular meeting as soon as reasonably practicable under the

circumstances and shall notify the applicant of the time, date and place of such meeting in writing by regular mail, deposited in the mail no later than at least ten days before the date of such meeting. Upon review of such appeal, the town board may adjust the amount, collection or use of the impact fee upon just and reasonable cause shown.

(Ord. No. 07-127, § 7, 11-27-2007)

Sec. 103-231. - Refunds of fees paid.

Any funds not expended or encumbered by the reasonable period of time as outlined in section 103-227, upon application of the current landowner, shall be returned to such landowner with interest at a rate calculated on the basis of the seven-year average of the capital LGIP, Local Government Investment Tool.

(Ord. No. 07-127, § 8, 11-27-2007)



VILLAGE OF HARRISON

TOWN OF HARRISON

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: May 9th, 2017

Title:

Sump Pump Discharge on Willow Lane

Issue:

Review requested by Trustee Lisowe.

Background and Additional Information:

At the previous Village Board meeting, Trustee Lisowe asked that this item be placed on the agenda for discussion.

Budget/Financial Impact:

Unknown at this time.

Recommended Motion:

No recommendation from staff.

Attachments:

None.