



VILLAGE OF HARRISON

NOTICE OF PUBLIC MEETINGS

VILLAGE OF HARRISON, CALUMET & OUTAGAMIE COUNTIES, WI

NOTICE IS HEREBY GIVEN that representatives from Martenson & Eisele will meet with the Village Board on Tuesday, November 28, 2017 to discuss the Lift Station #6 project. This meeting is open to the public and begins at 6:30pm at the Harrison Municipal Building, W5298 State Road 114.

NOTICE IS FURTHER GIVEN that a Public Budget Hearing will be held at the same location on Tuesday, November 28, 2017 beginning at 7:00pm. The Village Board will meet following the public hearing to conduct regular business and approve action items. The agenda is listed below:

Open Public Hearing for 2018 Budget

1. Pledge of Allegiance
2. Public Participation for Proposed Budget

Close Public Hearing for 2018 Budget

Call to Order the Village Board Meeting for November 28, 2017

1. Roll Call of Village Board
2. Correspondence or Communications from Board and Staff
 - a) Letter received from City of Menasha Attorney Pam Captain dated 11/21/17
3. 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.
4. Consent Agenda
 - a) Payment of Bills and Claims
 - b) Minutes from 11/14/17, 11/21/17
 - c) Applications for Operator Licenses (expiring June 30, 2018)
5. Items removed from Consent Agenda (if any)
6. Appointments
 - a) None
7. Unfinished Business from Previous Meetings for Consideration or Action
 - a) None
8. New Business for Consideration or Action
 - a) Resolution V2017-09 Adopting the 2018 Budget and Tax Levy for Village of Harrison
 - b) Resolution V2017-08 Designating a Public Depository
 - c) Ordinance V17-17 Zoning Map Amendment- Kimberly Heights 2- Dercks DeWitt LLC
 - d) Certified Survey Map- Kimberly Heights 2- Dercks DeWitt LLC
 - e) Certified Survey Map- N8787 N. Harwood Rd- Nancy Wenzel
 - f) Preliminary Plat- Cobble Creek II- Gene Frederickson
 - g) Resignation Letter from Jerry Bartlein, Planning Commission
 - h) Authorize Village Clerk and Village President to sign IGA with Outagamie Co. for election equipment and firmware
 - i) Approve Utility Easement for WE Energies
9. Reports of Ad Hoc Committees and Departments

Adjourn Village Board Meeting

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. All meetings listed above are open to the public.

Jennifer Weyenberg, Village Clerk
Posted November 22, 2017 at www.harrison-wi.org and Municipal Building lobby



November 21, 2017

Village of Harrison
Attention: Clerk
W5298 HWY 114
Menasha, WI 54952


Re: NOTICE OF CIRCUMSTANCES

Dear Village Board:

Notice is provided to the Village of Harrison, successor to the Town of Harrison, that the City of Menasha considers the adoption of Ordinance V17-13 Annexation Ordinance and subsequent "take over" of Waverly Sanitary District to be a breach of the Intermunicipal Agreement between the City of Menasha, Town of Harrison and Waverly Sanitary District dated October 28, 1999. Territory that was annexed into the Village of Harrison consists of areas designated as the City of Menasha's growth area under the Intermunicipal Agreement. As such, these areas are no longer available to be annexed by the City of Menasha.

The City of Menasha spent hundreds of thousands of dollars on infrastructure; it turned away prospective property owners desiring to annex into the City who were located outside the city's designated growth area; all in reliance on the Intermunicipal Agreement.

Very truly yours,


Pamela A. Captain

RECEIVED

NOV 22 2017

VILLAGE OF HARRISON



VILLAGE OF HARRISON

HARRISON

TOWN OF HARRISON

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Jennifer Weyenberg, WCMC

Date:

November 22, 2017

Title:

Consent Agenda- Payment of Bills and Claims, Minutes from 11/14/17 and 11/21/17, Applications for Operator Licenses

Issue:

n/a

Background and Additional Information:

*Payment of Bills and Claims- expenses for the previous month total \$514,461.48. This total includes two Certificate of Payments to Northeast Asphalt in the amounts of \$125,614.45 and \$130,910.49.

* New Operator Licenses- The background checks on the bartender applications for Candi Buss and Eutoka Gammon were processed. The applicants have completed the required Responsible Serving class or currently hold a valid license and paid the required fees. Staff recommends approval.

Budget/Financial Impact:

n/a

Recommended Action:

Staff recommends approval of all items on the consent agenda.

Attachments:

- Bills and Claims for November
- Minutes from 11/14/17 and 11/21/17
- Applications for Operator Licenses

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Dated From: 10/18/2017
Thru: 10/24/2017

From Account:
Thru Account:

THE BUSINESS BANK-GENRL CHCKNG

Check Nbr	Check Date	Payee	Amount
5691	10/24/2017	BATTERIES PLUS BULBS #508	
100-06-52200-400-000		Fire Dept - Supplies FIRE DEPT BATTERIES	165.50
		P63152	
Total			165.50
5692	10/24/2017	BENEFIT ADVANTAGE OCTOBER BILLING	
100-02-51400-400-006		Gen. Admin - Service Contracts OCTOBER BILLING	35.00
		405450	
100-02-51400-400-006		Gen. Admin - Service Contracts SEPTEMBER BILLING	35.00
		404957	
Total			70.00
5693	10/24/2017	BIRSCHBACH INSPECTION SERVICE, LLC Building Inspections for SEPT 2017	
100-00-52400-000-000		Building Inspector - Contract Building Inspections for SEPT 2017	3,437.76
Total			3,437.76
5694	10/24/2017	BRUSH BOY CUSTOMS W5000	
100-09-53315-902-000		Hwy Dept - Signs W5000	35.00
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance UNFI 25 LETTERING	220.00
Total			255.00
5695	10/24/2017	CALUMET COUNTY TREASURER 20% MFL TO COUNTY	
100-00-24015-000-000		Due to County - Forest Croplnd 20% MFL TO COUNTY	97.75
Total			97.75
5696	10/24/2017	CALUMET COUNTY TREASURER-HIGHWAY DEPARTMENT INVOICE 089005 STRIPING WORK	
100-09-53311-900-000		Hwy Dept - Road Maintenance INVOICE 089005 STRIPING WORK	3,539.71
Total			3,539.71

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Dated From: 10/18/2017

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Thru Account:

Check Nbr	Check Date	Payee	Amount
5697	10/24/2017	CARDMEMBER SERVICE 3 YEAR PUBLICATION INSTITUTION DUES	
100-02-51400-310-000		Gen. Admin - Dues 3 YEAR PUBLICATION INSTITUTION DUES	270.00
100-02-51400-305-000		Gen. Admin - Training/Conf. ACCT 4798 5100 5742 3846	70.00
Total			340.00
5698	10/24/2017	CARSTENS ACE HARDWARE CHARGES FOR LP GAS ON 10/11/17	
100-09-53311-900-000		Hwy Dept - Road Maintenance CHARGES FOR LP GAS ON 10/11/17 155643	11.27
Total			11.27
5699	10/24/2017	FIRE APPARATUS & EQUIPMENT FROM 10/11/17	
100-06-52200-600-000		Fire Dept - Vehicle Maint. FROM 10/11/17 17412	483.76
Total			483.76
5700	10/24/2017	FRANKS RADIO SERVICE INC FROM 10/04/17	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 10/04/17 108787	206.70
Total			206.70
5701	10/24/2017	INTERSTATE BATTERY OF GREEN BAY FROM 10/04/17	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 10/04/17 90119199	465.65
Total			465.65
5702	10/24/2017	J & E CONSTRUCTION CRUSHED STONE AND HAULING IN FILL	
100-09-53311-900-000		Hwy Dept - Road Maintenance CRUSHED STONE AND HAULING IN FILL 2017-2766	404.79
100-09-53311-900-000		Hwy Dept - Road Maintenance CRUSHED STONE FROM 10/04/17 2017-2809	1,171.80
Total			1,576.59

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/18/2017

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Thru Account:

Check Nbr	Check Date	Payee	Amount
5703	10/24/2017	KEN'S PLUMBING WATER HEATER AT DARBOY COMMUNITY PARK	
100-00-55200-000-000		Parks - Maint. and Utilities WATER HEATER AT DARBOY COMMUNITY PARK 101617	815.00
Total			815.00
5704	10/24/2017	L & S TRUCK CENTER CHARGE ACCOUNT ON 09/26/17	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance CHARGE ACCOUNT ON 09/26/17 267633	757.32
Total			757.32
5705	10/24/2017	N.E.W. PRINTING FALL NEWSLETTER 2017	
100-02-51400-800-005		Gen. Admin - Newsltr & Postage FALL NEWSLETTER 2017 125537	1,193.40
Total			1,193.40
5706	10/24/2017	ROGER BOWERS CONSTRUCTION CO INC 09/13/17 TOP SOIL PICKED UP	
100-09-53311-901-000		Hwy Dept - Ditching/Grading 09/13/17 TOP SOIL PICKED UP	200.00
Total			200.00
5707	10/24/2017	SCHENCK BUSINESS SOLUTIONS CONTRACT AMOUNT- NO FINANCE CHARGE	
100-04-51500-315-015		Treasurer - Accounting CONTRACT AMOUNT- NO FINANCE CHARGE SC10151380	12,750.00
Total			12,750.00
5708	10/24/2017	SCHWAAB, INC. INVOICE B044280- NEW VILLAGE STAMPER	
100-02-51400-400-000		Gen. Admin - Supplies INVOICE B044280- NEW VILLAGE STAMPER	41.74
Total			41.74
5709	10/24/2017	SHERWOOD ELEVATOR FROM 09/15/17	
100-09-53311-901-000		Hwy Dept - Ditching/Grading FROM 09/15/17 00076235	434.25

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Dated From: 10/18/2017

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Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			434.25
5710	10/24/2017	SUPERIOR VISION INSURANCE OFFICE VISION INSURANCE for NOV	
100-02-51400-200-000		Gen. Admin - Benefits OFFICE VISION INSURANCE for NOV	81.90
		0000075934	
100-09-53311-200-000		Hwy Dept - Benefits SHOP- VISION INSURANCE for NOV	112.80
		0000075934	
Total			194.70
5711	10/24/2017	THE ELITE GROUP WINTER CLOTHES FOR YARD WASTE ATTENDANT	
100-02-51400-400-000		Gen. Admin - Supplies WINTER CLOTHES FOR YARD WASTE ATTENDANT	59.89
		285498	
Total			59.89
5712	10/24/2017	TOWN OF BUCHANAN HOVPP	
100-00-54980-000-000		Other Health - HOVPP HOVPP	700.00
		2017 INVOICE	
Total			700.00
5713	10/24/2017	ULTIMATE CLEANING LIMITED NOV 2017 SERVICES	
100-02-51400-400-006		Gen. Admin - Service Contracts NOV 2017 SERVICES	245.21
		1716	
Total			245.21
5714	10/24/2017	WIL-KIL PEST CONTROL Village Hall	
100-02-51400-400-006		Gen. Admin - Service Contracts Village Hall	77.75
		3224417	
100-02-51400-400-006		Gen. Admin - Service Contracts Fire Station 60	40.00
		3251973	
100-02-51400-400-006		Gen. Admin - Service Contracts Fire Station 70	40.00
		3251974	
100-02-51400-400-006		Gen. Admin - Service Contracts Express EVO Ext Bait Station #60	0.00
		NA	
100-02-51400-400-006		Gen. Admin - Service Contracts Exterior Traps Station 70	0.00
		NA	

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Thru Account:

Check Nbr	Check Date	Payee	Amount
100-02-51400-400-006		Gen. Admin - Service Contracts	
		Power Spray- Village Hall	139.75
		3224418	
100-02-51400-400-006		Gen. Admin - Service Contracts	
		Village Hall	77.75
		3251450	
Total			375.25
Grand Total			28,416.45

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Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	28,416.45
Total Expenditure from all Funds	28,416.45

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 10/18/2017
Thru: 10/24/2017

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		28,416.45
	Total Expenditure - Fund # 100	28,416.45	
	Total	28,416.45	28,416.45

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Dated From: 11/06/2017 From Account:
Thru: 11/06/2017 Thru Account:

Check Nbr	Check Date	Payee	Amount
5715 1028831	11/06/2017	ANDERS AUTO PARTS, INC	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	
		BALDWIN FILTERS FROM 10/20/17	88.38
		1028831	
		Total	88.38
5716 Maps for OFFICE	11/06/2017	BLUE PRINT SERVICE COMPANY	
100-02-51400-400-000		Gen. Admin - Supplies	
		Maps for OFFICE	450.57
		108507	
		Total	450.57
5717 2017 DOG SETTLEMENT TOWN	11/06/2017	CALUMET COUNTY CLERK	
100-00-24030-000-000		Due to County - Dog License	
		2017 DOG SETTLEMENT TOWN	209.00
100-00-24030-000-000		Due to County - Dog License	
		2017 DOG SETTLEMENT VILLAGE	2,496.00
		Total	2,705.00
5718 99005	11/06/2017	CALUMET COUNTY TREASURER	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		99005 9/1 TO 9/30 PAVEMENT MARKING	7,869.61
		Total	7,869.61
5719 ACCESS PERMIT APP ON COUNTY KK- COBBLE	11/06/2017	CALUMET COUNTY TREASURER-HIGHWAY DEPARTMENT	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		ACCESS PERMIT APP ON COUNTY KK- COBBLE	750.00
		Total	750.00
5720 155926, 155593	11/06/2017	CARSTENS ACE HARDWARE	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		CHARGES FOR LP GAS ON 10/10/17	11.27
		155593	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		CHARGES FOR LP GAS ON 10/17/17	11.54
		155926	
		Total	22.81

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Check Nbr	Check Date	Payee	Amount
5721 CJ91997	11/06/2017	D & D EQUIPMENT	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	
	FROM 10/13/17	GLASS, SEAL/DOOR	465.61
		CJ91997	
		Total	465.61
5722	11/06/2017	FAST SIGNS	
		BLUE H STICKERS 2018- QTY 1,500	
100-02-51400-400-000		Gen. Admin - Supplies	
		BLUE H STICKERS 2018- QTY 1,500	737.50
		A105639	
		Total	737.50
5723	11/06/2017	FIRE APPARATUS & EQUIPMENT	
		FROM 10/30/17	
100-06-52200-600-000		Fire Dept - Vehicle Maint.	
	FROM 10/30/17		252.11
		17493	
		Total	252.11
5724	11/06/2017	FOX VALLEY TECHNICAL COLLEGE	
		TPB0000432151/FY17-18 PK, JK, CM	
100-06-52200-305-000		Fire Dept - Training/Mem	
		TPB0000432151/FY17-18 PK, JK, CM	240.00
		Total	240.00
5725	11/06/2017	GREEN BAY HIGHWAY PRODUCTS	
		31123	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		POLY COATED W/LIFT LUGS, BAND FROM 10/8	17,424.80
		31123	
		Total	17,424.80
5726	11/06/2017	J & E CONSTRUCTION	
		2017-2849, 2017-2975, STMT BAL	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		HAULING FILL IN FROM 10/9	150.00
		207-2849	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		3" CLEAR AND FILL DOGWOOD LN FROM 10/26	414.76
		2017-2975	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		7/31-10/1 FIN CHR, BAL 2229 RECY ASPHLT STMT BAL	1,132.59
		Total	1,697.35

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Check Nbr	Check Date	Payee	Amount
5727	11/06/2017	JENNIFER WEYENBERG REIMBURSE YEARLY REGISTRATION FEES	
100-00-51440-400-000		Elections - Supplies REIMBURSE YEARLY REGISTRATION FEES	49.95
Total			49.95
5728	11/06/2017	KAATS WATER CONDITIONING INC. CHARGES THROUGH 10/31/17	
100-09-53311-400-000		Hwy Dept - Supplies CHARGES THROUGH 10/31/17	53.52
Total			53.52
5729	11/06/2017	KIMBALL MIDWEST 5910785	
100-09-53311-400-000		Hwy Dept - Supplies FLASHLIGHT FROM 10/12/17	74.99
		5910785	
Total			74.99
5730	11/06/2017	LANGE ENTERPRISES, INC 63765	
100-09-53315-902-000		Hwy Dept - Signs STOP SIGNS AND 18X18 ERM SIGNS FRM 10/25 63765	526.63
Total			526.63
5731	11/06/2017	LISOWE OIL 21051, 21166	
100-09-53311-600-030		Hwy Dept - Fuel FROM 10/13/17	1,248.63
		21051	
100-09-53311-600-030		Hwy Dept - Fuel FROM 10/26/17	1,640.63
		21166	
Total			2,889.26
5732	11/06/2017	MENARDS-APPLETON EAST 24629,25482	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/10/17	31.98
		24629	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/23/17	116.44
		25482	
Total			148.42

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Check Nbr	Check Date	Payee	Amount
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5733	11/06/2017	MGD INDUSTRIAL CORPORATION 158147,158354	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/17/17	172.45
		158147	
100-09-53311-900-000		Hwy Dept - Road Maintenance FROM 10/24/17	153.46
		158354	
			Total
			325.91
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5734	11/06/2017	NORTHEAST ASPHALT, INC 70767901	
100-09-53311-900-000		Hwy Dept - Road Maintenance PAVER PATCH WOODLAND & SOUTH COOP	6,233.15
		70767901	
100-09-57330-000-000		Capital Outlay - Road Projects CERTIFICATE OF PAYMENT #1 THROUGH OCT 1	125,614.45
		CERTIFICATE OF PAYMENT 1	
			Total
			131,847.60
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5735	11/06/2017	OFFICE DEPOT CREDIT PLAN BALANCE THROUGH 10/04/17	
100-02-51400-400-000		Gen. Admin - Supplies BALANCE THROUGH 10/04/17	167.13
			Total
			167.13
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5736	11/06/2017	PRAXAIR DISTRIBUTION, INC 79392396,79499289	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/19/17	92.09
		79392396	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 10/23/17	27.05
		79499289	
			Total
			119.14
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5737	11/06/2017	SHERWIN INDUSTRIES, INC SS072576,SS072669	
100-09-53311-900-000		Hwy Dept - Road Maintenance MASTIC ONE FROM 10/11/17	3,422.20
		SS072576	
100-09-53311-900-000		Hwy Dept - Road Maintenance MASTIC ONE FROM 10/18/17	3,388.58
		SS072669	
			Total
			6,810.78
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5738	11/06/2017	SOMMERVILLE FLAG 9 NEW FLAGS VARYING SIZES	

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100-09-53311-505-000		Hwy Dept - Building Maint	
		9 NEW FLAGS VARYING SIZES	
		10/20/17	336.00
		Total	336.00
5739	11/06/2017	SPECTRUM- 4901	
		Service period 10/24-11/23	
100-02-51400-400-006		Gen. Admin - Service Contracts	146.14
		Service period 10/24-11/23	
		Total	146.14
5740	11/06/2017	SPECTRUM- 5101	
		Service period 10/23-11/22	
100-02-51400-400-006		Gen. Admin - Service Contracts	101.79
		Service period 10/23-11/22	
		Total	101.79
5741	11/06/2017	SPECTRUM- 6401	
		Acc 606836401 service period 11/08-12/07	
100-02-51400-400-006		Gen. Admin - Service Contracts	500.46
		Acc 606836401 service period 11/08-12/07	
		Total	500.46
5742	11/06/2017	STUMPF EXCAVATING & TRUCKING	
		PUMP OFFICE HOLDING TANKS 10/16/17	
100-09-53311-505-000		Hwy Dept - Building Maint	240.00
		PUMP OFFICE HOLDING TANKS 10/16/17 7298	
		Total	240.00
5743	11/06/2017	SUPERIOR CHEMICAL CORPORATION	
		173997	
100-09-53311-400-000		Hwy Dept - Supplies	259.85
		GLASS CLEANER, WASP & HORNET FROM 10/11 173997	
		Total	259.85
5744	11/06/2017	TECC Security Systems, Inc.	
		CELLCOM BILL 9 @ \$20 + MONITORING \$456	
100-09-53311-505-000		Hwy Dept - Building Maint	636.00
		CELLCOM BILL 9 @ \$20 + MONITORING \$456 43862	
		Total	636.00

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5745	11/06/2017	THE UNIFORM SHOP 3/8" EMS SILVER	
100-08-52300-000-000		1st Responders - Operating Exp 3/8" EMS SILVER 270932	29.75
100-08-52300-000-000		1st Responders - Operating Exp NAME PLATE W/ GOLD, NAME PLATE W/ SILVER 270923	279.25
		Total	309.00
5746	11/06/2017	THEDACARE AT WORK FD PHYSICALS FROM 10/12/17	
100-06-52200-401-000		Fire Dept - Physicals FD PHYSICALS FROM 10/12/17 234075	233.00
100-09-53311-306-000		Hwy Dept - CDL/Testing DOT TESTING FROM 10/05/17 234216	99.00
		Total	332.00
5747	11/06/2017	VERONA VAN DE HEY & APPRAISAL SPECIALISTS WI 2ND APPRAISAL (OWNER'S APP) BLACKOAK EXT	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant 2ND APPRAISAL (OWNER'S APP) BLACKOAK EXT	3,428.59
		Total	3,428.59
5748	11/06/2017	WAVERLY SANITARY DISTRICT Account 000-2781-00	
100-07-52200-500-023		Fire Station 70 - Water/Sewer Account 000-2781-00	27.02
		Total	27.02
5749	11/06/2017	WELLS FARGO FINANCIAL LEASING COVERAGE PERIOD 10/17-11/16	
100-02-51400-400-006		Gen. Admin - Service Contracts COVERAGE PERIOD 10/17-11/16 5004326558	575.69
		Total	575.69
		Grand Total	182,609.61

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Thru: 11/06/2017 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	182,609.61
Total Expenditure from all Funds	182,609.61

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THE BUSINESS BANK-GENRL CHCKNG

Dated From: 11/06/2017
Thru: 11/06/2017

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		182,609.61
	Total Expenditure - Fund # 100	182,609.61	
	Total	182,609.61	182,609.61

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Dated From: 11/13/2017 From Account:
Thru: 11/13/2017 Thru Account:

Check Nbr	Check Date	Payee	Amount
5750	11/13/2017	ADVANCED DISPOSAL COMMERICAL TRASH DUMPSTER FOR OCT	
100-00-53620-000-000		Refuse and Garbage Collection COMMERICAL TRASH DUMPSTER FOR OCT	82.00
100-00-53635-000-000		Recycling Collection COMMERICAL RECYCLING DUMPSTER for OCT	56.00
100-00-53620-000-000		Refuse and Garbage Collection FUEL FEE	0.00
100-00-53620-000-000		Refuse and Garbage Collection RES TRASH 90 GALLON CARTS for OCT	28,817.52
100-00-53635-000-000		Recycling Collection LANDFILL TAX	0.00
100-00-53635-000-000		Recycling Collection RES RECYCLING SINGLE STREAM OCT	14,010.50
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	120.00
100-00-53620-000-000		Refuse and Garbage Collection RESID RECYCLE	0.00
		Total	43,086.02
5751	11/13/2017	AMERICAN MESSAGING U1-860083RK	
100-09-53311-900-000		Hwy Dept - Road Maintenance U1860083RK	5.00
		Total	5.00
5752	11/13/2017	BENEFIT ADVANTAGE NOVEMBER BILLING	
100-02-51400-400-006		Gen. Admin - Service Contracts NOVEMBER BILLING 406142	35.00
		Total	35.00
5753	11/13/2017	BILL PROBST GIFT CARD FOR RANDY THEIMER	

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Dated From: 11/13/2017

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Thru Account:

Check Nbr	Check Date	Payee	Amount
100-06-52200-400-000		Fire Dept - Supplies GIFT CARD FOR RANDY THEIMER	100.00
Total			100.00
5754	11/13/2017	BIRSCHBACH INSPECTION SERVICE, LLC Building Inspections for OCT 2017	
100-00-52400-000-000		Building Inspector - Contract Building Inspections for OCT 2017	9,241.87
Total			9,241.87
5755	11/13/2017	JASON KOSSEL REIMBURSE FOR PIZZAS	
100-06-52200-301-000		Fire Dept - Petty Cash REIMBURSE FOR PIZZAS	25.34
100-06-52200-400-000		Fire Dept - Supplies REIMBURSE FOR CLEANING SUPPLIES	113.32
Total			138.66
5756	11/13/2017	JEREMY GACKENHEIMER REIMBURSE SODA PURCHASES	
100-06-52200-301-000		Fire Dept - Petty Cash REIMBURSE SODA PURCHASES	25.17
Total			25.17
5757	11/13/2017	JOANNE SIEMEK Mums and Annuals for 2017	
100-00-55200-000-000		Parks - Maint. and Utilities Mums and Annuals for 2017	37.01
Total			37.01
5758	11/13/2017	JOE'S POWER CENTER 12504	
100-09-53311-400-000		Hwy Dept - Supplies REPLACEMENT BLOWER 12504	447.96
Total			447.96
5759	11/13/2017	L & S TRUCK CENTER 267798, 267805	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance CHARGE ACCOUNT ON 10/27/17 267798	50.00

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Dated From: 11/13/2017

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Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	
		CHARGE ACCOUNT ON 10/30/17	
		267805	1,083.20
Total			1,133.20
5760	11/13/2017	MENARDS-APPLETON EAST	
26104			
100-09-53311-400-000		Hwy Dept - Supplies	
		FROM 11/1/17	
		26104	59.99
Total			59.99
5761	11/13/2017	MID-AMERICAN RESEARCH CHEMICAL	
0620714-IN			
100-09-53311-400-000		Hwy Dept - Supplies	
		BAGS FROM 10/27/17	
		0620714-IN	213.04
Total			213.04
5762	11/13/2017	MONROE TRUCK EQUIPMENT, INC	
780555			
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	
		TRUCK #22 FROM 11/1/17	
		780555	1,762.40
Total			1,762.40
5763	11/13/2017	SCOTT CONSTRUCTION	
1471, 1645			
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		INVOICE 1471 REMAIN BAL ROAD PATCHES	
			1,715.85
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		INVOICE 1645 REMAIN BAL ROAD PATCHES	
			4,716.64
Total			6,432.49
5764	11/13/2017	SHERWOOD ELEVATOR	
77007, 77190			
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		FROM 10/13/17	
		00077007	47.99
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		FROM 10/19/17	
		00077190	95.98
Total			143.97
5765	11/13/2017	SHORT ELLIOT HENDRICKSON, INC	
MS4 Compliance			

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Check Nbr	Check Date	Payee	Amount
100-00-52400-200-000		Inspections - Grade Checks	
		MS4 Compliance	960.00
		340544	
100-00-52400-200-000		Inspections - Grade Checks	
		street construction review services	13,055.75
		340545	
100-00-52400-200-000		Inspections - Grade Checks	
		lot grade checks	3,666.00
		340546	
		Total	17,681.75
5766	11/13/2017	STAMPS.COM	
		METER 7434038	
100-02-51400-400-006		Gen. Admin - Service Contracts	
		METER 7434038	39.99
		S1092617111	
		Total	39.99
5767	11/13/2017	STUMPF EXCAVATING & TRUCKING	
		7312	
100-09-53311-505-000		Hwy Dept - Building Maint	
		PUMP HOLDING TANKS 11/2/17	240.00
		7312	
		Total	240.00
5768	11/13/2017	SUPERIOR VISION INSURANCE	
		OFFICE VISION INSURANCE for DECEMBER	
100-02-51400-200-000		Gen. Admin - Benefits	
		OFFICE VISION INSURANCE for DECEMBER	81.90
		0000085598	
100-09-53311-200-000		Hwy Dept - Benefits	
		SHOP- VISION INSURANCE for DECEMBER	112.80
		0000085598	
		Total	194.70
		Grand Total	81,018.22

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Amount

Total Expenditure from Fund # 100 - GENERAL FUND

81,018.22

Total Expenditure from all Funds

81,018.22

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Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		81,018.22
	Total Expenditure - Fund # 100	81,018.22	
	Total	81,018.22	81,018.22

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Check Nbr	Check Date	Payee	Amount
5769	11/20/2017	BRAD WELHOUSE STEEL TOE BOOT REIMBURSEMENT	
100-09-53311-400-000		Hwy Dept - Supplies STEEL TOE BOOT REIMBURSEMENT	157.49
Total			157.49
5770	11/20/2017	CALUMET COUNTY DHHS NOV 6, 2017 FLU VACCINATIONS	
100-06-52200-400-000		Fire Dept - Supplies NOV 6, 2017 FLU VACCINATIONS	490.00
Total			490.00
5771	11/20/2017	CARDMEMBER SERVICE DISTRICT 6 CONFERENCE DUES	
100-02-51400-305-000		Gen. Admin - Training/Conf. DISTRICT 6 CONFERENCE DUES	25.00
100-09-53311-400-000		Hwy Dept - Supplies ACCT 4798 5100 5742 3846	73.14
Total			98.14
5772	11/20/2017	COMPASS MINERALS 109272,110428	
100-09-53311-903-000		Hwy Dept - Salt & Sand SALT SHIPPED 11/3/17	5,271.08
		109272	
100-09-53311-903-000		Hwy Dept - Salt & Sand SALT SHIPPED 11/6/17	3,968.34
		110428	
Total			9,239.42
5773	11/20/2017	EMERGENCY MEDICAL PRODUCTS, INC. FIRST RESPONDERS PURCHASE ON 11/06/17	
100-08-52300-000-000		1st Responders - Operating Exp FIRST RESPONDERS PURCHASE ON 11/06/17 1946096	648.55
Total			648.55
5774	11/20/2017	EMERGENCY REPORTING yearly invoice DECEMBER 2017-JULY 2018	
100-06-52200-400-000		Fire Dept - Supplies yearly invoice DECEMBER 2017-JULY 2018 2017_7039	479.67
Total			479.67

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Check Nbr	Check Date	Payee	Amount
5775 323796-1	11/20/2017	GAT SUPPLY, INC	
100-09-53311-400-000		Hwy Dept - Supplies	
		MARKERS, STAKES, SAFETY GLASSES FROM 11/9 323796-1	590.85
		Total	590.85
5776 31250,31328	11/20/2017	GREEN BAY HIGHWAY PRODUCTS	
100-09-53311-900-000		Hwy Dept - Road Maintenance	
		DOGWOOD LN ENDWALLS FROM 10/25/17 31250	4,779.90
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		ENDWALLS FROM 11/1/17 31328	1,188.08
		Total	5,967.98
5777 90119199 REMAINING	11/20/2017	INTERSTATE BATTERY OF GREEN BAY	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	
		FROM 10/04/17 REMAINING BAL 90119199 REMAINING	300.00
		Total	300.00
5778 4820,2017-3056,2017-3069	11/20/2017	J & E CONSTRUCTION	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		FINANCE CHARGE FROM 11/1 STATEMENT 4820	16.99
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		3/4" CRUSHED STONE FROM 11/8/17 2017-3056	440.29
100-09-53311-901-000		Hwy Dept - Ditching/Grading	
		3" CRUSHED STONE FROM 11/9/17 2017-3069	502.08
		Total	959.36
5779 REIMBURSEMENT BOOTS (BALANCE FOR '17)	11/20/2017	JEFF FUNK	
100-09-53311-400-000		Hwy Dept - Supplies	
		REIMBURSEMENT BOOTS (BALANCE FOR '17)	155.00
		Total	155.00
5780 Boot reimbursement for 2017	11/20/2017	JEFF WISNET	
100-09-53311-400-000		Hwy Dept - Supplies	
		Boot reimbursement for 2017	133.88

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Check Nbr	Check Date	Payee	Amount
Total			133.88
5781	11/20/2017	JOE'S POWER CENTER 14279, 14281	
100-09-53311-700-000		Hwy Dept - Equip Maintenance 14" B20 IMPROVED QUALITY FROM 11/10/17 14279	199.95
100-09-53311-700-000		Hwy Dept - Equip Maintenance SCREWS, HEX NUTS, WASHERS FROM 11/10/17 14281	15.53
Total			215.48
5782	11/20/2017	LISOWE OIL 21247, 21248	
100-09-53311-600-030		Hwy Dept - Fuel FROM 11/6/17 21247	1,505.06
100-09-53311-600-030		Hwy Dept - Fuel FROM 11/6/17 21248	506.08
Total			2,011.14
5783	11/20/2017	MARK GACKENHEIMER REIMBURSE FOR PIZZA	
100-06-52200-301-000		Fire Dept - Petty Cash REIMBURSE FOR PIZZA	10.50
Total			10.50
5784	11/20/2017	MCPAHON CTH LP STORM TO LAKEVIEW POND	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant CTH LP STORM TO LAKEVIEW POND 0908089	494.75
100-09-57330-000-000		Capital Outlay - Road Projects DOGWOOD LN EXTENSION 0908089	7,794.15
100-09-53311-000-000		Hwy Dept - Engineer/Consultant GENERAL ENGINEERING 0908089	434.50
100-09-53311-000-000		Hwy Dept - Engineer/Consultant 2018 ASPHALT PAVING PROGRAM 0908089	258.00
100-09-53311-000-000		Hwy Dept - Engineer/Consultant N8928 BLACKOAK 0908089	129.00
100-09-57330-000-000		Capital Outlay - Road Projects ASPHALT RESURFACING PROGRAM 0908081	1,207.80
100-09-57330-000-000		Capital Outlay - Road Projects HOELZEL TO CTH N INTERSECTION 0908085	645.00

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Check Nbr	Check Date	Payee	Amount
			Total 10,963.20
5785	11/20/2017	NORTHEAST ASPHALT, INC CERTIFICATE OF PAYMENT #2	
100-09-57330-000-000		Capital Outlay - Road Projects CERTIFICATE OF PAYMENT #2 H0006-9-17-00741-C	130,910.49
			Total 130,910.49
5786	11/20/2017	PIONEER PRODUCTS, INC. WASH AND WAX FROM 10/09/17	
100-06-52200-400-000		Fire Dept - Supplies WASH AND WAX FROM 10/09/17 SI-92393	537.52
			Total 537.52
5787	11/20/2017	R.T. DITTER'S TIRE & REPAIR LLC 45736	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance 2 TIRES FROM 11/10/17 45736	628.12
			Total 628.12
5788	11/20/2017	RYAN VOGELS REIMBURSE FOR HALLOWEEN CANDY	
100-06-52200-400-000		Fire Dept - Supplies REIMBURSE FOR HALLOWEEN CANDY	51.28
			Total 51.28
5789	11/20/2017	SCHAEFFERS MFG CO 708306-INV1	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 11/2/17 708306-INV1	422.40
			Total 422.40
5790	11/20/2017	SHERWIN INDUSTRIES, INC SS072870, SS072906	
100-09-53311-900-000		Hwy Dept - Road Maintenance MASTIC ONE FROM 10/31/17 SS072870	5,166.96
100-09-53311-900-000		Hwy Dept - Road Maintenance SAFETY VESTS FROM 10/31/17 SS072906	424.35
			Total 5,591.31

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Check Nbr	Check Date	Payee	Amount
5791	11/20/2017	SHORT ELLIOT HENDRICKSON, INC street construction review services	
100-00-52400-200-000		Inspections - Grade Checks street construction review services 341912	10,880.75
100-00-52400-200-000		Inspections - Grade Checks lot grade checks 342039	5,661.00
Total			16,541.75
5792	11/20/2017	THEDACARE AT WORK DOT POOL MEMBERSHIP	
100-09-53311-306-000		Hwy Dept - CDL/Testing DOT POOL MEMBERSHIP 235740	144.00
Total			144.00
5793	11/20/2017	ULTIMATE CLEANING LIMITED DEC 2017 SERVICES PLUS 11/08/17 WINDOWS	
100-02-51400-400-006		Gen. Admin - Service Contracts DEC 2017 SERVICES PLUS 11/08/17 WINDOWS 1728	370.21
Total			370.21
5794	11/20/2017	W.S. DARLEY & CO TURNOUT PANTS AND COAT	
100-06-57220-000-000		Fire Dept - Capital Outlay TURNOUT PANTS AND COAT 17303882	10,027.98
100-06-52200-400-000		Fire Dept - Supplies GLOVES FROM 11/13/17 17304824	79.56
Total			10,107.54
5795	11/20/2017	WISCONSIN MEDIA billing period OCT 1- OCT 30	
100-02-51400-800-000		Gen. Admin - Publications billing period OCT 1- OCT 30 0001051911	63.27
Total			63.27
Grand Total			197,788.55

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Amount

Total Expenditure from Fund # 100 - GENERAL FUND

197,788.55

Total Expenditure from all Funds

197,788.55

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Dated From: 11/20/2017

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Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	General Checking - Payroll		197,788.55
	Total Expenditure - Fund # 100	197,788.55	
	Total	197,788.55	197,788.55

**VILLAGE OF HARRISON
BOARD MEETING MINUTES
11/14/2017**

A regular meeting of the Village of Harrison was called to order on Tuesday, November 14, 2017 at 7:00pm in the Harrison Municipal Building. After the Pledge of Allegiance was recited, roll call was taken.

Board present: President Jim Salm, Trustees Joe Sprangers, Buddy Lisowe, Kevin Hietpas, Dave La Shay, Tyler Moore and Tammy Nelson
Board excused: None
Staff present: Village Manager Travis Parish, Clerk Jennifer Weyenberg, Public Works Director Bob Kesler and Planner Mark Mommaerts

Correspondence or Communications from Board and Staff

Trustee Lisowe reported that a resident contacted him about cars speeding on Blackoak St.

Public Comments

Gary Nickel, Red Clover Trail, asked about the subdivision being developed at the corner of County N and Schmidt Rd. He was in favor of incorporating green space in that area.

Consent Agenda

Applications for Operator License (expiring June 30, 2018), Minutes from 10/24/17, Permission to Occupy Drainage Easement Agreement for fence (W5969 Sweet Pea Dr), Discharge of Firearms Applications for Pigeon Rd, Stommel Rd, and Manitowoc Rd, Certificate of Payment #2 in the amount of \$130,910.94.

Discussion: Trustee Nelson requested that the discharge of firearms application for Manitowoc Rd be removed from the consent agenda.

Motion: Trustee Nelson with second by Trustee Moore to approve the remaining items on the consent agenda.

Vote: Motion carried 7-0.

Items Removed from Consent Agenda

Discussion: Letter from City of Menasha's Mayor, Don Merkes, was shared with the board. The City has concerns about the proximity of the hunting land to its subdivisions.

Motion: Trustee Hietpas with second by Trustee Moore to approve the discharge of firearms application.

Vote: Motion carried 7-0.

Unfinished Business from Previous Meeting for Consideration or Action

a) Change in Fire Dept. Bank Accounts (Petty Cash)

Discussion: T. Parish recommended that this item be postponed.

Motion: Trustee La Shay with second by Trustee Moore to postpone.

Vote: Motion carried 6-1 with Trustee Moore abstaining.

New Business for Consideration or Action

a) Request to Reimburse \$75.00 Replacement Garbage Cart Fee

Discussion: The property owners at N7407 Hwy 55 requested that the village waive the \$75 fee for their replacement garbage cart. The policy has always been to invoice the property owners for this charge after Advanced Disposal charges the village for the cost.

Motion: Trustee Nelson with second by Trustee Lisowe to deny the request.

Vote: Motion carried 6-1 with President Salm opposed.

b) Redo driveway aprons at W6849, W6865 and W6873 Hazelnut Lane

Discussion: Some of the properties on Kernan Ave and Hazelnut Ln were assessed for a mini-storm sewer system in the ditchline; as part of this work, the culverts were reset and the driveways were repaved with the village covering the costs. The contractor has not been back out to W6849, W6865 and W6873 Hazelnut Ln to fix the driveway problems discovered shortly after the project was completed. The property owners are asking for a guarantee that the aprons will be redone before they pay for the mini-storm sewer assessment.

Motion: Trustee La Shay with second by Trustee Hietpas to contact the village attorney and ask him to draft a letter to be sent to the contractor notifying him that the work of replacing the driveways needs to be completed within one (1) year otherwise the funds retained will be used to hire another contractor to complete the work.

Vote: Motion carried 7-0.

c) Agreement for Professional Services for Manitowoc Road Park

Discussion: Trustee Sprangers requested that the item be postponed to later in the meeting as this was related to a closed session issue.

Motion: Trustee Sprangers with second by Trustee Hietpas to postpone.

Vote: Motion carried 7-0.

d) Approve Release of Easement for Lot 9 of Lake Cottage Court

Discussion: The developer is requesting a release of a portion of a sewer and water easement in order for a proposed house to be built on Lot 9 of Lake Cottage Court in the City of Menasha. Staff has reviewed this request and agree that the easement is not needed and can be released.

Motion: Trustee Lisowe with second by Trustee Hietpas to approve the release of easement.

Vote: Motion carried 7-0.

e) Approve 2017 Budget Amendments for Harrison Utilities

Discussion: Adjustments were made to reflect overages and underages.

Motion: Trustee La Shay with second by Trustee Nelson to approve the budget adjustments.

Vote: Motion carried 7-0.

f) Approve Intergovernmental Jurisdictional Agreement Regarding Maintenance of CTH LP upon transfer to Village of Harrison and City of Menasha

Discussion: T. Parish recommended that this item be postponed.

Motion: Trustee Lisowe with second by Trustee Hietpas to postpone until the village receives final plans.

Vote: Motion carried 7-0.

g) Approve Fire Department By-Law Changes

Discussion: T. Parish requested that this item be postponed.

Motion: Trustee Lisowe with second by Trustee Sprangers to postpone.

Vote: Motion carried 7-0.

h) Exercise Option to Purchase Compost Site at W4476 Merbach Rd

Discussion: T. Parish requested a formal motion be recorded on this issue.

Motion: Trustee Nelson with a second by Trustee Sprangers to exercise option to purchase the compost site at W4476 Merbach Road at \$50,000.

Vote: Motion carried 7-0.

i) Collection of Property Tax Bills on Town Parcels Annexed to the Village

Discussion: T. Parish and J. Weyenberg informed the board that the WI Dept. of Revenue is assuming there will be both Town tax bills and Village tax bills issued this December because there was town property in existence on January 1, 2017. Village staff has countered the DOR's stance arguing that because the Town was nonexistent when the village determined its budget, the two rolls and equalized values should be merged into one. Staff has cited Wis. State Stats 66.0235 (13) (aa) which reads, "If the town in which territory was located on January 1 is nonexistent when the city or village determines its budget, any taxes certified to the town or required by law to be levied against the territory shall be included in the budget of the city or village and levied against the territory, together with the city or village tax for local municipal purposes." Calls and emails to the DOR have not been returned and the County Treasurer is also waiting for a response from the State. The village contends that the town cannot issue tax bills because there is no town board to authorize the bills or levy, no town voters to adopt the departmental budgets, and no town clerk or treasurer to collect the tax payments.

Motion: None; this was informational only.

Vote: None taken.

Reports of Ad Hoc Committees and Departments

Fire Chief Mikkelson provided an Activity Report for October 2017.

Closed Session

Motion: Trustee Lisowe with second by Trustee Nelson to 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 Blackoak Street ROW acquisition settlement and Manitowoc Rd Park land acquisition.

Discussion: None

Motion: Trustee Lisowe with second by Trustee Sprangers to enter closed session.

Vote: Roll Call vote carried with Sprangers, Lisowe, Moore, Salm, Hietpas, La Shay and Nelson voting "aye".

The board reconvened into open session at 8:17pm to address agenda item 10 (c).

Discussion: None.

Motion: Trustee Nelson with second by Trustee Lisowe to accept the recommendation to approve the Professional Services Agreement with McMahon.

Vote: Motion carried 6-1 with Trustee Sprangers opposed.

There being no other business, a motion was made by Trustee Lisowe and a second by Trustee Nelson to adjourn at 8:25pm. Motion carried 7-0.

Jennifer Weyenberg, Village Clerk
Dated November 14, 2017
Approved November 28, 2017

**VILLAGE OF HARRISON
BOARD MEETING MINUTES
11/21/2017**

A special meeting of the Village of Harrison was called to order on Tuesday, November 21, 2017 at 7:00pm in the Harrison Municipal Building. After the Pledge of Allegiance was recited, roll call was taken.

Board present: President Jim Salm, Trustees Buddy Lisowe, Kevin Hietpas, Dave La Shay, and Tammy Nelson
Board excused: Trustees Joe Sprangers and Tyler Moore
Staff present: Village Manager Travis Parish, Clerk Jennifer Weyenberg, Treasurer JoAnn Ashauer and Planner Mark Mommaerts

Discuss Village Tax Bill

Village Manager Travis Parish informed the board that the Wisconsin Department of Revenue (DOR) stands by its decision that two separate tax rolls must be printed- one for the Town and one for the Village. The DOR determined that sec. 66.0235 (13)(aa) does not apply in this instance because of the one parcel remaining still coded to the Town. Village staff responded to the DOR's email and listed the following concerns:

- While town territory may exist, there is no town staff, and that means there is neither a town treasurer to collect taxes nor a town clerk to certify the roll.
- There is no town government to issue a bond covering the collection of taxes.
- There is no town board to renew the terms of the treasurer and clerk.
- There are no town electors to adopt a budget.

T. Parish then shared 4 options with the village board for how the village could move forward:

1. State and Calumet Co. agree to merge tax bills into one.
2. Approve a resolution stating the village is the successor to the town.
3. No town tax levy. In this case, the village would lose approximately \$151,000 in uncollectable taxes.
4. Village issues its own tax bills to previous town residents.

Village Clerk Jennifer Weyenberg added that having the village issue its own tax bills would be problematic for any person paying with an escrow check because the check can't be split between the village's office and then the county's office.

There was no action taken on this agenda item. It was for informational purposes only. Staff will update the board with new information as it becomes available.

There being no other business, a motion was made by Trustee Lisowe and a second by Trustee Nelson to adjourn at 7:32pm. Motion carried 5-0.

Jennifer Weyenberg, Village Clerk
Dated November 21, 2017
Approved November 28, 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, 2018, 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: Gammon First Name: Eutoka Middle I: M
 Street Address: 1044 Claude St. City: Menasha Zip: 54952
 Day Phone: 920 636 3101 Evening Phone: 920 636 3101
 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: _____

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 13 day of November 2017/18.
 X Eutoka M Gammon 11-10-17
 Applicant Signature Date

Debra J Hauson
 Witness Signature
 Witness Address: 512 Cortland Ct.
Kimberly, WI 54136

Office Use Only: \$25.00
 Reported to the Board:
 Background Check
 Course Completion

prov. E2017-22
#35



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: 11/13/2017

Report Date: 11/13/2017

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **GAMMON, EUTOKA**

Date of Birth: 7/15/1973

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

1. His or her right to challenge the accuracy and completeness of any information contained in a arrest record, and
2. The process for submitting a challenge

The applicant should submit his or her challenge to CIB on Form DJ-LE-247. Form DJ-LE-247 is available free of charge on [The Department of Justice website](#) or by calling (608) 266-7314. A challenge may include a request for comparison of the fingerprints of the person submitting the challenge to the fingerprints on file that are associated with the Wisconsin arrest record below.

NO RECORD FOUND

An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau



**APPLICATION FOR LICENSE TO SERVE
FERMENTED MALT BEVERAGES AND
INTOXICATING LIQUORS**

Village of Harrison, Wisconsin Town of Harrison, Wisconsin

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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: Buss First Name: Candi Middle I: J
Street Address: 10734 Palmer Ct City: Sherwood Zip: 54169
Day Phone: 920-257-7537 Evening Phone: same
Date of Birth: _____ Where will you be working?: Waukeely 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: Appleton

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 29 day
of October 2017 18.

Debra J. Hansen
Witness Signature
Witness Address: 512 Cortland Ct
Kimberly, WI 54934

X Candi Buss 10/29/2017
Applicant Signature Date

Office Use Only: \$25.00
Reported to the Board: _____
Background Check
Course Completion



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: **11/13/2017**

Report Date: **11/13/2017**

This criminal background check was performed by searching the following data submitted to the Crime Information Bureau

Name: **BUSS, CANDI J**

Date of Birth: **9/16/1983**

Alias Names:

NOTICE TO EMPLOYERS

It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction record only if the circumstances of the offense for which the applicant was convicted substantially relate to the circumstances of the particular job. For more information, see [Statute 111.335](#) and the Department of Workforce Development's publication, Arrest and Conviction Records Under the Law.

Before you make a final decision adverse to an applicant based on the following arrest record, in addition to any other opportunity you offer the applicant to explain the following arrest record, please notify the applicant of:

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An arrest record search based only on a name, date of birth, and other identifying data that is not unique to a particular person (like "sex" or "race") may result in:

1. Identification of criminal history records for multiple persons as potential matches for the identifying data submitted, or
2. Identification of an arrest history record belonging to a person whose identifying information is similar in some way to the identifying data that was submitted to be searched, but is not the same person whose identifying data was submitted for searching. The Crime Information Bureau

RESOLUTION NO. V2017-09
VILLAGE OF HARRISON
Calumet and Outagamie County, Wisconsin

RESOLUTION ADOPTING THE 2018 BUDGET AND TAX LEVY FOR THE VILLAGE OF HARRISON

WHEREAS, the Village of Harrison Board of Trustees is responsible for appropriating the necessary funds for the operation of the government and administration of the Village of Harrison for the year 2018; and

WHEREAS, there is hereby appropriated out of the receipts of the Village of Harrison for the year 2018, including monies received from the general property tax levy, to various purposes as specified in the approved 2018 Village of Harrison budget; and

WHEREAS, a public hearing was held on November 28th, 2017, by the Village of Harrison Board of Trustees on the proposed budget for the Village of Harrison for the fiscal year ending December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED, there is hereby levied general property and debt service taxes in the amount of \$ 3,311,498.00, along with consideration for the Tax Incremental District, on all taxable property within the Village of Harrison, for the uses and purposes set forth in the budget, and

BE IT FURTHER RESOLVED, the Village Clerk is hereby authorized and directed to place this tax on the current tax roll of the Village of Harrison.

This Resolution was adopted by the Village of Harrison Board of Trustees on the 28th day of November, 2017.

Dated _____

Signed _____
James Salm, Village President

Published _____

Attest _____
Jennifer Weyenberg, Village Clerk

NOTICE OF PUBLIC HEARING
VILLAGE OF HARRISON, CALUMET AND OUTAGAMIE COUNTIES
TUESDAY, NOVEMBER 28th, 2017 at 7:00 PM
Harrison Municipal Building, W5298 Hwy 114, Harrison, WI

Notice is hereby given for a PUBLIC HEARING on the Proposed 2017 Budget for the Village of Harrison. The detailed proposed budget is available for inspection at the Harrison Municipal Hall office Monday thru Friday, 7:30am to 3:30pm. The following is a summary of the proposed 2018 Budget:

VILLAGE OF HARRISON 2018 BUDGET SUMMARY			
	2017 Adopted Village Budget	2018 Proposed Village Budget	% Change
REVENUES:			
General Property Taxes	\$ 2,168,115	\$ 2,514,243	15.9%
Property Taxes – Debt Service	\$ 156,041	\$ 797,255	
Other Taxes	\$ 1,275	\$ 1,275	
Special Assessment	\$ 111,370	\$ 85,600	
Intergovernmental Revenues	\$ 395,107	\$ 501,618	
Licenses and Permits	\$ 306,942	\$ 261,301	
Fines, Forfeits and Penalties	\$ 4,250	\$ 5,500	
Public Charges for Services	\$ 561,750	\$ 582,478	
Intergovernmental Charges for Services	\$ 471,798	\$ 110,551	
Miscellaneous Revenues	\$ 55,355	\$ 28,605	
Other Financing Sources	\$ 0	\$ 1,500,000	
Total Revenues	\$ 4,232,003	\$ 6,388,426	
Fund Balance Applied	\$ 0	\$ 0	
Total Revenues & Fund Balance Applied	\$ 4,232,003	\$ 6,388,426	51%
EXPENDITURES:			
General Government	\$ 783,568	\$ 787,522	
Public Safety	\$ 413,408	\$ 449,109	
Public Works	\$ 1,725,186	\$ 2,222,951	
Health & Human Services	\$ 2,200	\$ 2,200	
Culture, Recreation & Education	\$ 50,000	\$ 85,000	
Conservation and Development	\$ 4,000	\$ 23,000	
Capital Outlay/Capital Purchases	\$ 1,097,600	\$ 2,021,389	
Debt Service	\$ 156,041	\$ 797,255	
Other Financing Uses	\$ 0	\$ 0	
Total Expenditures	\$ 4,232,003	\$ 6,388,426	51%
FUND BALANCES: JAN. 1 – DEC. 31			
Fund Balance - Unassigned	\$ 3,444,077	\$ 3,118,451	
Fund Balance – Park	\$ 303,141	\$ 212,578	
Fund Balance - Debt Service	\$ 0	\$ 597,291	
Indebtedness			
2015 G.O. Debt – TID #1	\$ 1,500,000	\$ 1,456,000	
2016 G.O. Debt – Snow Plow Truck	\$ 198,100	\$ 120,584	
2016 G.O. Debt – CTH N Land Purchase	\$ 450,000	\$ 405,000	
2017 G.O. Debt – KYB Parkland Purchase	\$ 0	\$ 450,000	
2017 G.O. Debt – Road Reconst. Projects	\$ 0	\$ 1,500,000	
Estimated Tax Rate per \$1,000 of assessed	\$ 2.83	\$ 3.59	26.8%
Travis Parish, Village Manager Village of Harrison		Dated November 9, 2017	

RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING WITHDRAWAL OF COUNTY, CITY, VILLAGE, TOWN, OR SCHOOL DISTRICT MONEYS (Not for use by City or County of Milwaukee.)

Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

VILLAGE OF HARRISON, Wisconsin

RESOLVED, that INVESTORS COMMUNITY BANK (the "Bank"), qualified as a public depository under Ch. 34, Wis. Stats., is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that the following described account(s) be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the following designation of account(s) is hereby authorized, for and on behalf of this Municipality, to sign order checks as provided in §66.0607(3), Wisconsin Statutes, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by this Municipality at the Bank.

Table with 3 columns: Name or Type of Account, Number of Signatures Required, Type or Print Titles of Authorized Persons. Rows include CHECKING and MONEY MARKET accounts.

This Resolution includes all of the provisions on the reverse side.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of the Municipality at an open legal meeting held on the ... day of ... and said resolutions are now in full force and effect.

Signed and sealed this ... day of ...

(NO)* SEAL

(clerk)

The undersigned member of the governing body not authorized to sign order checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

*(Strike if not applicable)

Title: _____

IMPORTANT

This Form, together with Signature Card WBA 101, applies to all counties, cities, villages, towns and school districts except the County of Milwaukee and the City of Milwaukee. For Milwaukee County, see §66.0607(2), Wisconsin Statutes, and for the City of Milwaukee, see §66.0607(5), Wisconsin Statutes.

Use Forms WBA 102 and 103 for Public Depository Accounts of all other public entities.

Facsimile signatures are permitted on checks drawn against these accounts, in accordance with §66.0607(3), Wisconsin Statutes.

The original and one copy of this resolution is for the depository bank, and, if the treasurer is under Corporate Surety, one copy is for the Surety Company, with a copy to be retained by the local clerk.

To be countersigned by the Chief Executive Officer (County Board Chairman, City Mayor or Manager, Town Chairman, Village President, School District President).

The counter-signature on checks of the Chief Executive Officer of the county, city, village or town may be eliminated by ordinance. In such case, a copy of the ordinance, certified by the clerk, should be attached hereto.

School district order checks must carry the signatures of the clerk, treasurer and president. In school districts having 5 or more school board members, the actual signature of any board member other than the clerk or treasurer may be eliminated by ordinance. In such case, a copy of the ordinance, certified by the clerk, should be attached hereto.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Jennifer Weyenberg, WCMC

Date:
November 22, 2017

Title:
Resolution V2017-08 Designating a Public Depository

Issue:
None

Background and Additional Information:

Staff has been in the process of officially closing accounts under the Town's name and transferring assets to the Village. All accounts previously held at Investors Community Bank have been closed and reopened under the village's name. The bank is requesting an updated Deposit Resolution.

Budget/Financial Impact:

None

Recommended Action:

A motion to approve Res. V2017-08 Designating a Public Depository

Attachments:

Res. V2017-08

RESOLUTION V2017-08
VILLAGE OF HARRISON
Calumet and Outagamie County, Wisconsin

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING
WITHDRAWAL OF VILLAGE DOLLARS.**

The Village Board of the Village of Harrison, Calumet & Outagamie Counties, Wisconsin, by the attached resolution, adopted by a majority of the village board on a roll call vote with a quorum present and voting and proper notice having been given, resolves and orders as follows:

The following financial institution is designated as the public depository for the Village of Harrison:

Investors Community Bank
Appleton, WI 54912

The following individuals are hereby named as authorized users and signers to accounts in the name of the village:

Village Clerk [Jennifer Weyenberg]
Village Treasurer [JoAnn Ashauer]

Adopted this 28th day of November, 2017.

Dated _____

Signed _____
James Salm, Village President

Posted _____

Attest _____
Jennifer Weyenberg, Village Clerk



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

November 28, 2017

Title:

Ordinance V17-17 – Zoning Map Amendment (Kimberly Heights 2)

Issue:

Should the Village Board approve Ordinance V17-17, a Zoning Map Amendment (Rezoning) from AG to RS-1 for Kimberly Heights 2?

Background and Additional Information:

The developer of the Kimberly Heights 2 subdivision and the current property owner, are requesting a zoning map amendment (rezoning) to rezone a portion of property from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1] for the Kimberly Heights 2 subdivision. The proposed rezoning complies with the Comprehensive Plan and the future land use map designation of single-family residential (sewered). The rezoning is a condition of approval of the preliminary plat.

The Plan Commission finds that the Rezoning complies with the Comprehensive Plan.

Budget/Financial Impact:

None.

Recommended Action:

The Plan Commission recommends approval of Ordinance V17-17.

Attachments:

- Ordinance V17-17
- Zoning Map

ORDINANCE V17-17

**AN ORDINANCE AMENDING THE VILLAGE OF HARRISON
OFFICIAL ZONING MAP. (Kimberly Heights 2)**

WHEREAS, a public hearing on the map amendment (rezoning) was held by the Harrison Plan Commission on November 21, 2017; and

WHEREAS, the Plan Commission found the proposed map amendment to be consistent with the Comprehensive Plan; and

WHEREAS, the Plan Commission recommended approval of the zoning map amendment.

THEREFORE, BE IT ORDAINED, by the Village Board of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, that Article IV of the Village of Harrison Zoning Ordinance pertaining to zoning districts, and the map therein described, is hereby amended by rezoning the below described properties from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1]:

Part of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 325,015 square feet (7.4613 Acres) of land described as follows: Commencing at the South $\frac{1}{4}$ corner of Section 2; thence, along the east line of Southwest $\frac{1}{4}$ of said Section 2, N00°07'58"E, 959.96 feet to the point of beginning; thence S89°58'17"W, 776.40 feet; thence N80°19'50"W, 67.10 feet; thence S89°58'13"W, 150.01 feet to the East line of Lot 1 CSM 3631; thence, along said East line, N00°43'01"W, 112.27 feet; thence, continuing along said East line, N12°59'32"W, 67.17 feet; thence continuing along said East line, N02°16'47"W, 136.26 feet to the North line of said Southwest $\frac{1}{4}$ also being the South line of Memory Meadows; thence, along said North line, N89°52'07"E, 1015.24 feet to the East line of said Southwest $\frac{1}{4}$; thence, along said East line, S00°07'58"W, 327.00 feet to the point of beginning, subject to all easements, and restrictions of record.

EFFECT. This ordinance shall be in force and effect upon passage and publication as provided by law.

Adopted by the Village Board of the Village of Harrison this 28th day of November, 2017.

James Salm, Village President

Attest: Jennifer Weyenberg, Clerk

Exhibit A – Zoning Map

Zoning Map Village of Harrison Calumet & Outagamie Counties Wisconsin

- ### Legend
- Zoning Districts**
- AG | General Agriculture
 - RS-1 | Single-Family Residential (Suburban)
 - RS-2 | Single-Family Residential (Traditional)
 - RT | Two-Family Residential
 - RM | Multiple-Family Residential
 - CN | Neighborhood Commercial
 - COO | Office & Retail Commercial
 - CC | Community Commercial
 - BP | Business Park
 - IM | Industrial & Manufacturing
 - NC | Natural & Conservancy
 - MHO | Mobile Home Overlay
 - POO | Planned Development Overlay
 - SHO | Shoreland Overlay*
 - SVO | Shoreland-Wetland Overlay*
- RoadCenterline**
- Local Roads
 - County Highway
 - State Highway
 - US Highway
- Other Features**
- Town of Harrison
 - Railroads
 - Streams
 - Parcels

* Please note that the SHO & SVO boundaries are subject to change based on determinations of navigable waterways.

This map was created by:
Village of Harrison
10228 Hwy 114
Harrison, WI 54945
820-886-1082

Adopted: July 27, 2010
Effective: November 1, 2010
Current as of: August 17, 2017



Disclaimer:
This map was created using data obtained from Calumet County. The user is responsible for verifying the accuracy of the information on this map. The Village of Harrison does not warrant the accuracy, current status, or completeness of the information on this map. The user is responsible for any errors or omissions on this map. The user is responsible for any errors or omissions on this map. The user is responsible for any errors or omissions on this map.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

November 28, 2017

Title:

Certified Survey Map – Kimberly Heights 2

Issue:

Should the Village Board approve a Certified Survey Map creating a lot for the development of the Kimberly Heights 2 plat?

Background and Additional Information:

The property owner is proposing a 3-lot Certified Survey Map (CSM) for the two properties along Schmidt Road east of County N. The purpose of the CSM is to create a parcel to sell to the developer of the Kimberly Heights 2 subdivision. Lot 1 is the parcel proposed to be developed as Kimberly Heights 2. Lot 2 and Lot 3 are the remaining portions of property. It is assumed that ownership will remain the same for each lot.

Budget/Financial Impact:

None.

Recommended Action:

The Plan Commission recommends approval of the Certified Survey Map.

Attachments:

- Aerial Map
- Certified Survey Map

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.

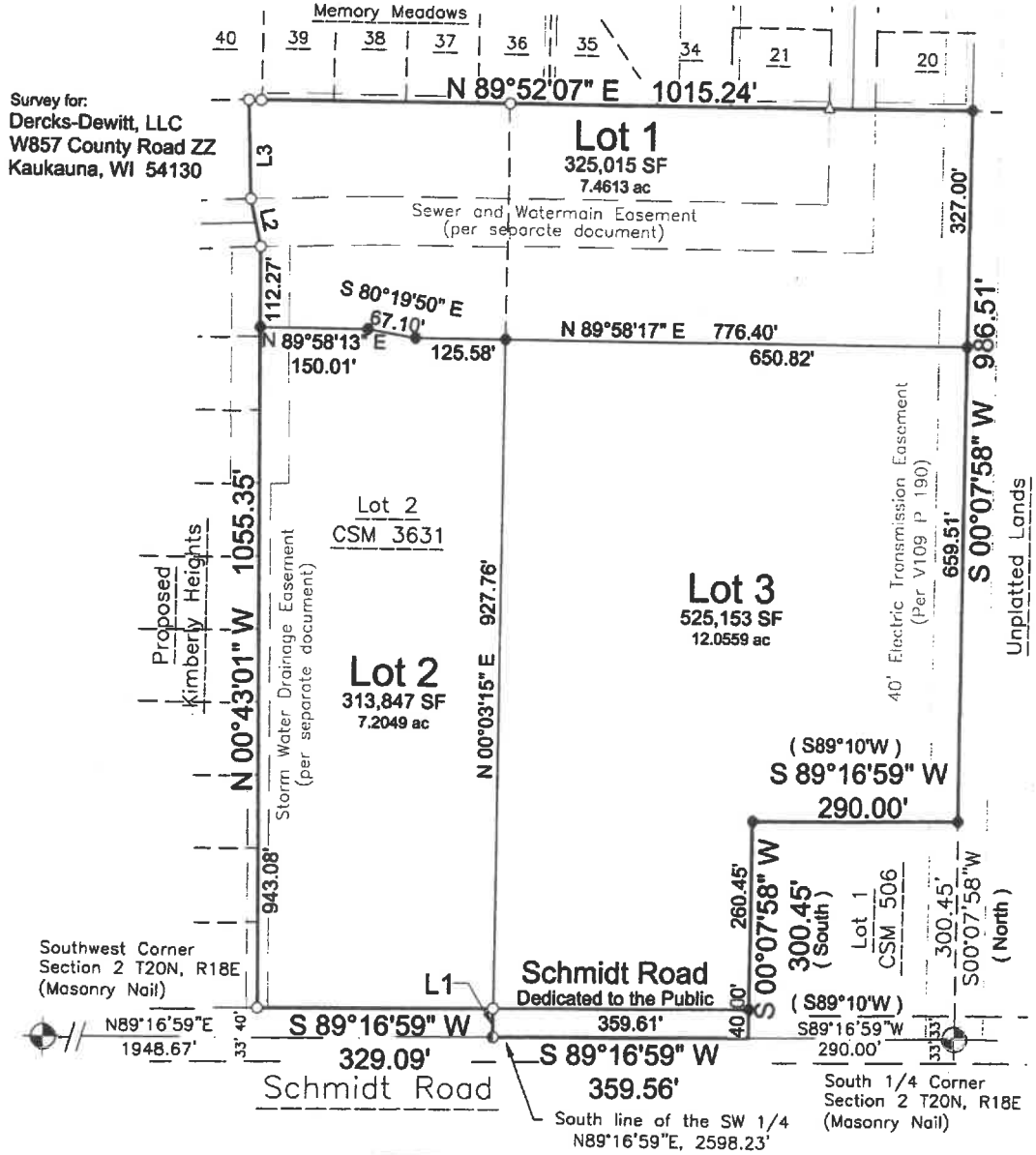


Author:	
Data Provider:	
1/18/17 2:27 PM	
Sources:	

RECEIVED
OCT 31 2017
HARRISON PLANNING

Certified Survey Map No. _____

All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

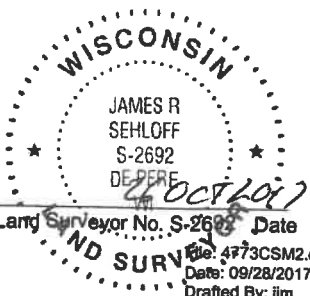


Bearings are referenced to the S/L of the SW 1/4 Section 2 T20N, R18E assumed to bear N89°16'59"E based on the Calumet County Coordinate System

LINE TABLE		
Line	Bearing	Length
L1	N 00°03'15" E	40.00'
L2	N 12°59'32" W	67.17'
L3	N 02°16'47" W	136.26'

Davel Engineering & Environmental, Inc.
 Civil Engineers and Land Surveyors
 1811 Racine Street
 Menasha, Wisconsin
 Ph. 920-991-1866, Fax 920-830-9595

[Signature]
 James R. Sehloff Professional Land Surveyor No. S-2692 Date **OCT 2017**



Certified Survey Map No. _____

All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

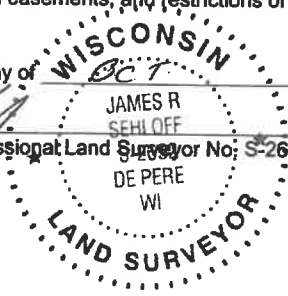
Surveyor's Certificate

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 Calumet County, and under the direction of Bruce J. Weiland, Michael H. Weiland, Mary A. Weiland, Kathy Weiland and David L. and Jacquelyn J Weiland Living Trust, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 1,178,398 Square Feet (27.0523 Acres) of land described as follows:

Commencing at the South 1/4 corner of Section 2; thence, along the South line of Southwest 1/4 of said Section 2, S89°16'59"W, 390.00 feet to the Southwest corner of CSM 506 said point also being the point of beginning; thence, continuing along said South line, S89°16'59"W 359.56 to the East line of CSM 3631; thence along said East line N00°03'15E 40.00 feet to the Northerly right of way line of Schmidt Road as dedicated on CSM 3631; thence, along said Northerly right of way line, S89°16'59"W 329.09 feet to the East line of Lot 1 of said CSM 3631; thence, along said East line, N00°43'01"W 1055.35 feet; thence, continuing along said East line, N12°59'32"W 67.17 feet; thence, continuing along said East line, N02°16'47"W 136.26 feet to the North line of said Southwest 1/4 also being the South line of Memory Meadows; thence, along said North line, N89°52'07"E 1015.24 feet to the East line of said Southwest 1/4; thence, along said East line, S00°07'58"W 986.51 feet to the Northeast corner of said CSM 506; thence, along the North line of said CSM 506, S89°16'59"W 290.00 feet to the Northwest Corner of said CSM 506; thence, along the West line of said CSM 506, S00°07'58"W 300.45 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this 26 day of OCT, 2017.


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



Owners' Certificate

As the property owner, I hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

Dated this _____ day of _____, 20____

Bruce J. Weiland, 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.

Notary Public, Wisconsin My Commission Expires _____

Certified Survey Map No. _____

All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Owners' Certificate

As the property owner, I hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

Dated this _____ day of _____, 20____

Michael H. Weiland, 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 the property owner, I hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

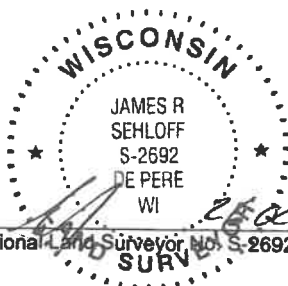
Dated this _____ day of _____, 20____

Mary A. Weiland, 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



James R. Sehloff
James R. Sehloff Professional Land Surveyor No. S-2692 Date 25 OCT 2017

Certified Survey Map No. _____

All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Owners' Certificate

As the property owner, I hereby certify that we caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

Dated this _____ day of _____, 20_____

Kathy Weiland, 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

Owner's Certificate

As the representatives of the David L. and Jacquelyn J. Weiland Living Trust, I hereby certify that I caused the land described on this certified survey map to be surveyed, divided, mapped, and dedicated all as shown and represented on this map.

Dated this _____ day of _____, 20_____

David L. Weiland

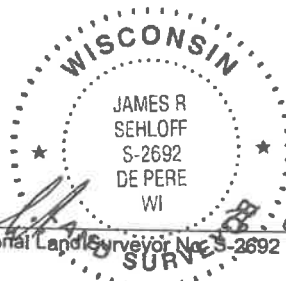
Jacquelyn J. Weiland

State of Wisconsin)
)ss
_____ County)

Personally came before me this _____ day of _____, 20_____,

the above named, Trustee of said Living Trust, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My commission expires: _____
Notary Public, Wisconsin



James R. Sehloff Professional Land Surveyor No. S-2692 Date

Certified Survey Map No. _____

All of Lot 2 CSM 3631 and unplatted lands all located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Village Board Approval Certificate

Resolved, that this certified survey map in the Village of Harrison, Calumet County, Bruce J. Weiland, Michael H. Weiland, Mary A. Weiland, Kathy Weiland and David L. and Jacquelyn J Weiland Living Trust, the property 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

Treasurers' Certificate

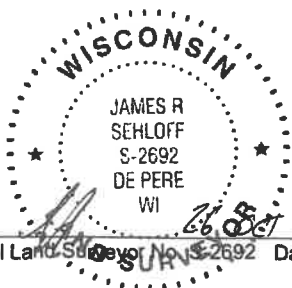
We, being the duly elected, qualified and acting Treasurers' of the Village of Harrison and Calumet County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey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

Village Treasurer Date

County Treasurer Date

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owners of record:	Recording Information:	Parcel Number(s):
Bruce J. Weiland; Michael H. Weiland, Mary A. Weiland; Kathy Weiland and David L. and Jacquelyn J Weiland Living Trust	Document 522662	33246
David L. and Jacquelyn J Weiland Living Trust	Doc No. 502071	33250



James R. Sehloff
James R. Sehloff Professional Land Surveyor No. S-2692 Date *26 Oct 2017*



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

November 28, 2017

Title:

Certified Survey Map - Wenzel

Issue:

Should the Village Board approve a Certified Survey Map adjusting a lot line between two parcels?

Background and Additional Information:

The property owner is proposing a 2-lot Certified Survey Map (CSM) for the property at N8787 N. Harwood Road. The purpose of the CSM is to combine approx. 5.747-acres of land on the western side of the property with the lands to the south. The property owner would retain Lot 1, which is 4.253-acres, and includes the house, shed, and pond. Lot 2 would be 32.707-acres and consists of agricultural lands. Essentially the CSM just adjusts the lot line between the two parcels.

The irregular lot line configuration on the north side of the property is due to the location of the private sanitary system and keeping the system on the property for Lot 1.

Budget/Financial Impact:

None.

Recommended Action:

The Plan Commission recommends approval of the Certified Survey Map.

Attachments:

- Aerial Map
- Certified Survey Map

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

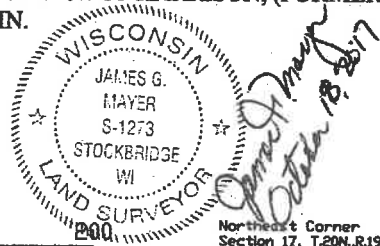


DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

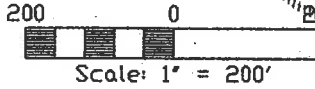


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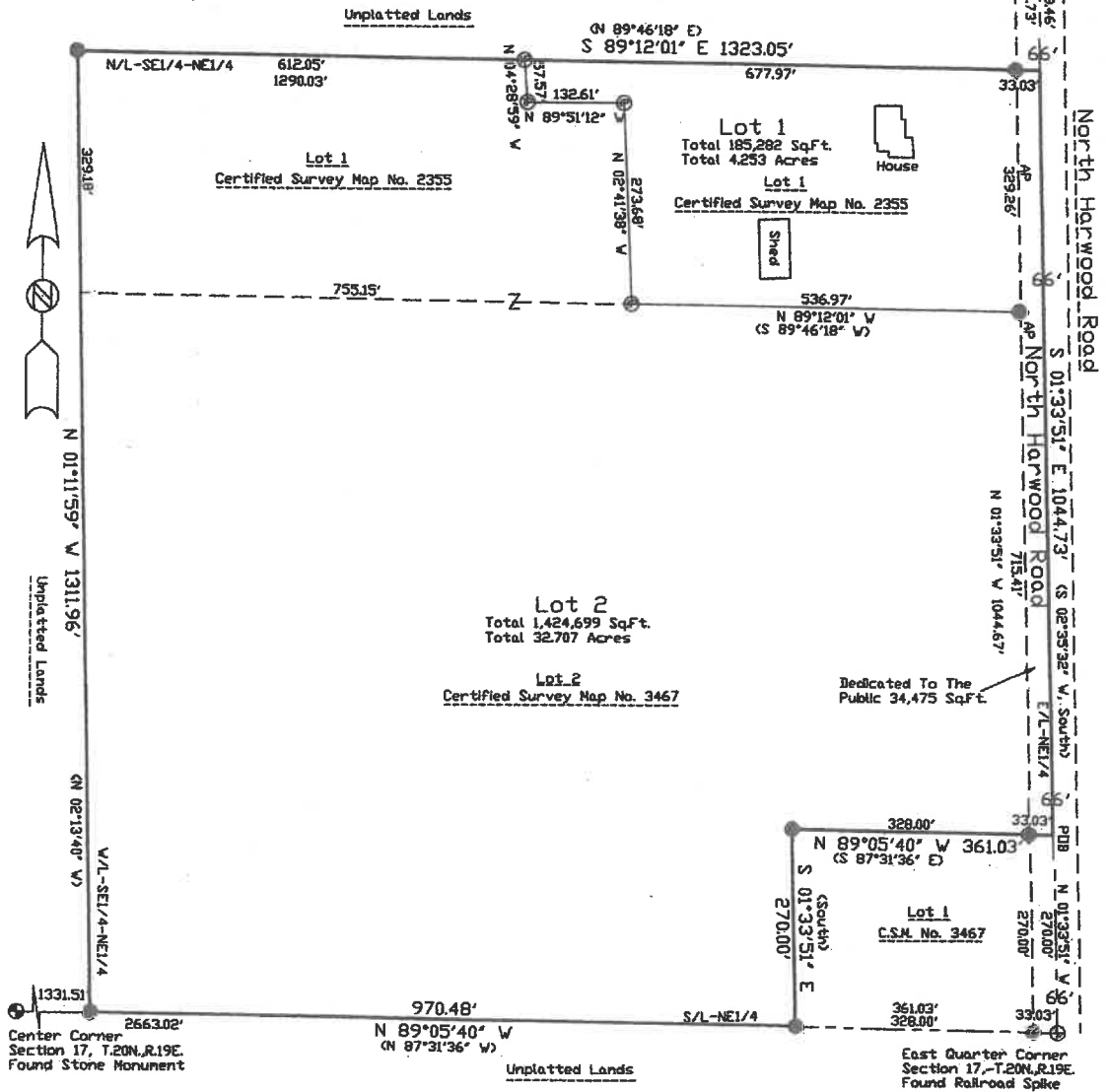
ALL OF LOT 1, CERTIFIED SURVEY MAP NO. 2355 VOLUME 17 PAGE 297 OF CERTIFIED SURVEY AND ALL OF LOT 2, CERTIFIED SURVEY MAP NO. 3467 VOLUME 30 PAGE 179 OF CERTIFIED SURVEY MAPS, BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 19 EAST, VILLAGE OF HARRISON, (FORMERLY TOWN OF HARRISON), CALUMET COUNTY, WISCONSIN.



- Legend**
- ⊙ 1.25" O.D. x 24" Iron Pipe Set Weighing 1.68 Lbs./Ft.
 - Found 1" Iron Pipe
 - () Recorded As
 - AP Access Point



Northwest Corner
Section 17, T.20N., R.19E.
Found Nag Nail



MAYER LAND SURVEYING
N 5698 LAKE SHORE DRIVE
HILBERT, WI. 920-439-1761

SURVEYED FOR
NANCY WENZEL
N8787 N. HARWOOD RD.
MENASHA, WI

C:\Projctsl\Wenze\Nancy17\csm.dwg
BEARINGS REFERENCED TO COUNTY
DATUM EAST LINE OF THE NORTHEAST
QUARTER BEARS NORTH 01°33'51" WEST.
THIS INSTRUMENT DRAFTED BY J.G. MAYER
NOTEBOOK NO. 15 PAGE 50.


SURVEYOR'S CERTIFICATE

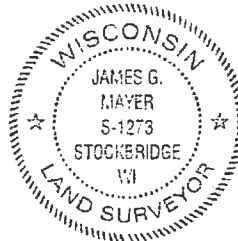
I, James G. Mayer, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped under the direction of Nancy M. Wenzel, all of Lot 1, Certified Survey Map No. 2355 Volume 17 Page 297 of Certified Survey Maps and all of Lot 2, Certified Survey Map No. 3467 Volume 30 Page 179 of Certified Survey Maps, being part of Southeast Quarter of the Northeast Quarter of Section 17, Township 20 North, Range 19 East, Village of Harrison, (Formerly Town of Harrison), Calumet County, Wisconsin containing 1,644,456 square feet or 37.752 acres of land and described as follows.

Commencing at the East Quarter Corner of said Section 17, thence North 01°33'51" West a distance of 270.00 feet along the east line of the northeast quarter to the point of beginning; thence North 89°05'40" West a distance of 361.03 feet; thence South 01°33'51" East a distance of 270.00 feet to the south line of the northeast quarter; thence North 89°05'40" West a distance of 970.48 feet along the south line to the west line of the southeast quarter of the northeast quarter; thence North 01°11'59" West a distance of 1,311.96 feet along the west line to the north line of the southeast quarter of the northeast quarter; thence South 89°12'01" East a distance of 1,323.05 feet along the north line to the east line of the northeast quarter; thence South 01°33'51" East a distance of 1,044.73 feet along the east line to the point of beginning. Subject to all easements and restrictions of record. Liability hereunder is expressly limited to the cost of this survey.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division made thereof. That I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Harrison in surveying, dividing and mapping such lands.

Dated this 18th day of October, 2017.


James G. Mayer, S-1273
Wis. Professional Land Surveyor



OWNER'S CERTIFICATE

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

Dated this _____ day of _____, 2017. Nancy M. Wenzel Revocable Living Trust

Nancy M. Wenzel, Trustee

State of Wisconsin)
Calumet County)ss

Personally came before me on the _____ day of _____, 2017, the above named owners to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires: _____

Notary Public, Calumet County, Wisconsin

OWNER'S CERTIFICATE

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

Dated this _____ day of _____, 2017. Marilyn J. Nettekoven Survivor Trust

Marilyn J. Nettekoven, Trustee

State of Wisconsin)
Calumet County)ss

Personally came before me on the _____ day of _____, 2017, the above named owners to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires: _____

Notary Public, Calumet County, Wisconsin

VILLAGE BOARD CERTIFICATE

Resolved that the above certified survey map in the Village of Harrison was approved by the Village Board on this _____ day of _____, 2017.

Village President _____
Village Clerk

VILLAGE TREASURER'S CERTIFICATE

I being the duly elected qualified and acting village treasurer of the Village of Harrison, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____, 2017 on any of the lands included in this Certified Survey Map.

Village Treasurer _____
Date

COUNTY TREASURER'S CERTIFICATE

I being the duly elected qualified and acting treasurer of the County of Calumet, do hereby certify the records in my office show unredeemed tax sales and no unpaid taxes or special assessments as of _____, 2017 affecting the lands included in this Certified Survey Map.

County Treasurer _____
Date

Notes:

This CSM is all of tax parcel no. 40598. This CSM is contained wholly within the property described in the following recorded instrument: Doc. No. 484941. The property owner of record is Nancy M. Wenzel, N8787 North Harwood Road, Menasha WI 54952.

This CSM is all of tax parcel no. 40594. This CSM is contained wholly within the property described in the following recorded instrument: Doc. No. 499456. The property owner of record is Marilyn J. Nettekoven, N8350 Kesler Road, Menasha WI 54952.

WISCONSIN
JAMES G. MAYER
S-1273
STOCKBRIDGE
WI
LAND SURVEYOR
James G. Mayer
October 18, 2017



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Mark J. Mommaerts, AICP, Planner

Meeting Date:
November 28, 2017

Title:
Preliminary Plat for Cobble Creek II

Issue:
Should the Village Board approve the Preliminary Plat for Cobble Creek II?

Background and Additional Information:

The developer is proposing a 36-lot subdivision called Cobble Creek II. The subdivision is located south of County KK east of Bies Road. The subdivision will have lot sizes over 1-acre. Street connections to Creekview Road, Dallas Drive, and County KK are proposed. Dallas Drive is proposed to extend south of the creek to Schmidt Road in the future. Stormwater management is proposed in two locations. Outlot 8 is proposed to accept stormwater runoff from the commercial lots (Lots 15 & 21). Outlot 7 is the other pond location. The subdivision will be serviced by private septic and wells. Soil borings have been completed. A 10-foot trail is proposed along one side of Dallas Drive. All other streets will have a 5-foot sidewalk on both sides.

Recommended Action:

The Plan Commission recommends conditional approval of the Preliminary Plat for Cobble Creek II with the following conditions: *[Note: Many of the items were addressed in a plan set submitted November 15th. A majority of the items are notes that will be added to the final plat or items that will be part of the developer's agreement.]*

1. Phase lines are to be added to the Preliminary Plat if the subdivision is planned to be platted in phases.
2. Results of all soil boring tests shall be submitted to the Village prior to approval of the preliminary plat by the Village Board.
3. Results of all percolation tests shall be submitted to the Village prior to approval of the preliminary plat by the Village Board.
4. Access Easement Document No. 471668 shall be abandoned prior to final plat approval.
5. Creekview Road "eyebrow" shall be removed, curblines to follow centerline for roadway.
6. All landscaping/plantings behind handrails on bridge crossing are to be maintenance free.
7. Storm sewer structures need to have sump in them in accordance with the current Standard Specifications Manual.
8. All lots shall have a storm sewer lateral provided for sump pump discharge.
9. Final utility, street plans, and stormwater management plans shall be reviewed and approved by the Village Engineer and Village staff in writing prior to approval of the Final Plat and prior to utility and street construction.
10. A Development Agreement shall be executed prior to approval of the final plat.

11. A fee-in-lieu of parkland shall be negotiated as part of the Development Agreement.
12. An assessment waiver shall be signed prior to the approval of the final plat.
13. A trail along Dallas Drive from the Cobble Creek II plat to the Kaukauna Youth Baseball site shall be included in the final plan set.
14. A street light at County KK and Milis Drive shall be installed. Installation and upfront costs to be paid by the Developer. The Village will assume long-term maintenance.
15. A note shall be added to the final plat indicating that the Village of Harrison will assess all lots for street improvements, including but not limited to, curb & gutter, concrete pavement, and sidewalks.
16. A note shall be added to the final plat indicating the following language, or other such similar language, that the lot owners waive their right to future special assessment hearings and agree to special assessments for public sanitary sewer & water. Lot owners agree to connect to public sanitary sewer & water when it becomes available or when it is determined by the Village that public sanitary sewer & water is in the public interest to be installed in the subdivision.
17. All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to roadway acceptance.
18. All utilities, including but not limited to, water (if public system is available), storm sewer, gas, electric, cable, phone, shall be installed prior to roadway acceptance.
19. The Village Board shall accept the roadway in a graveled state prior to issuance of building permits and zoning permits.
20. Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of all streets prior to roadway acceptance.
21. 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.
22. All comments from the Village engineer shall be included in the Plan Commission discussion and decision.
23. Curb cuts for sidewalks to be located on the south side of Dallas Drive opposite Milis Drive. Location of all sidewalk curb ramps shall be approved by Harrison staff.
24. A grading/drainage stormwater management plan and erosion control plan shall be reviewed and approved by the Village engineer and Village staff.
25. Multiple benchmark locations shall be established for use during building construction.
26. All environmental corridors shall be clearly identified and setback lines to be indicated.
27. Temporary turn-around to be provided on dead-end streets longer than 150-feet.
28. Grading/Drainage Plan shall identify elevations of ground at the foundation.
29. High-back, integral concrete curb shall be utilized rather than the mountable curb.
30. Wetland determinations and/or studies shall be provided to the Village.
31. Consider utilizing a public water system instead of private wells.

Attachments:

- Preliminary Plat
- Aerial Map

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

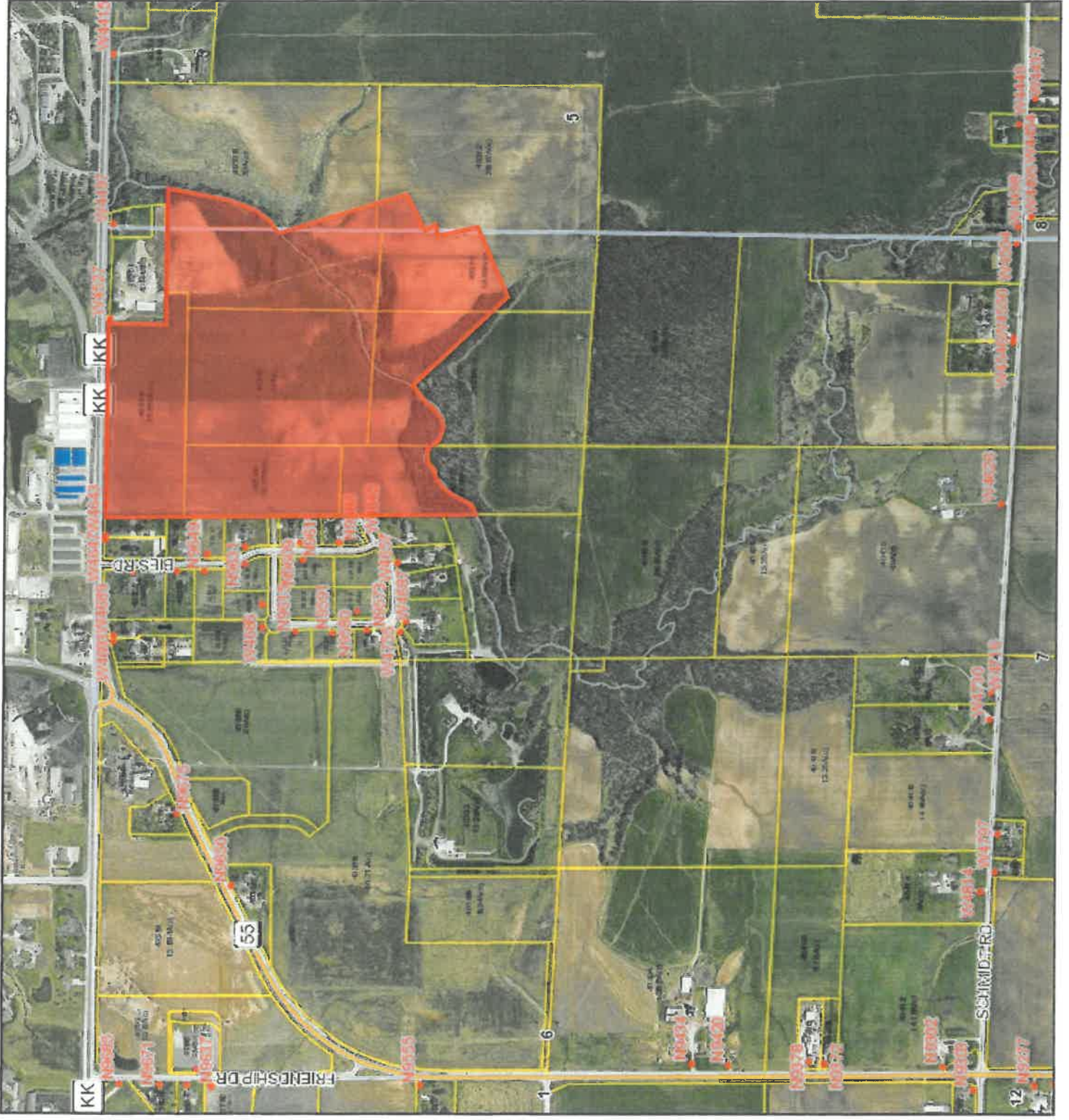


DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

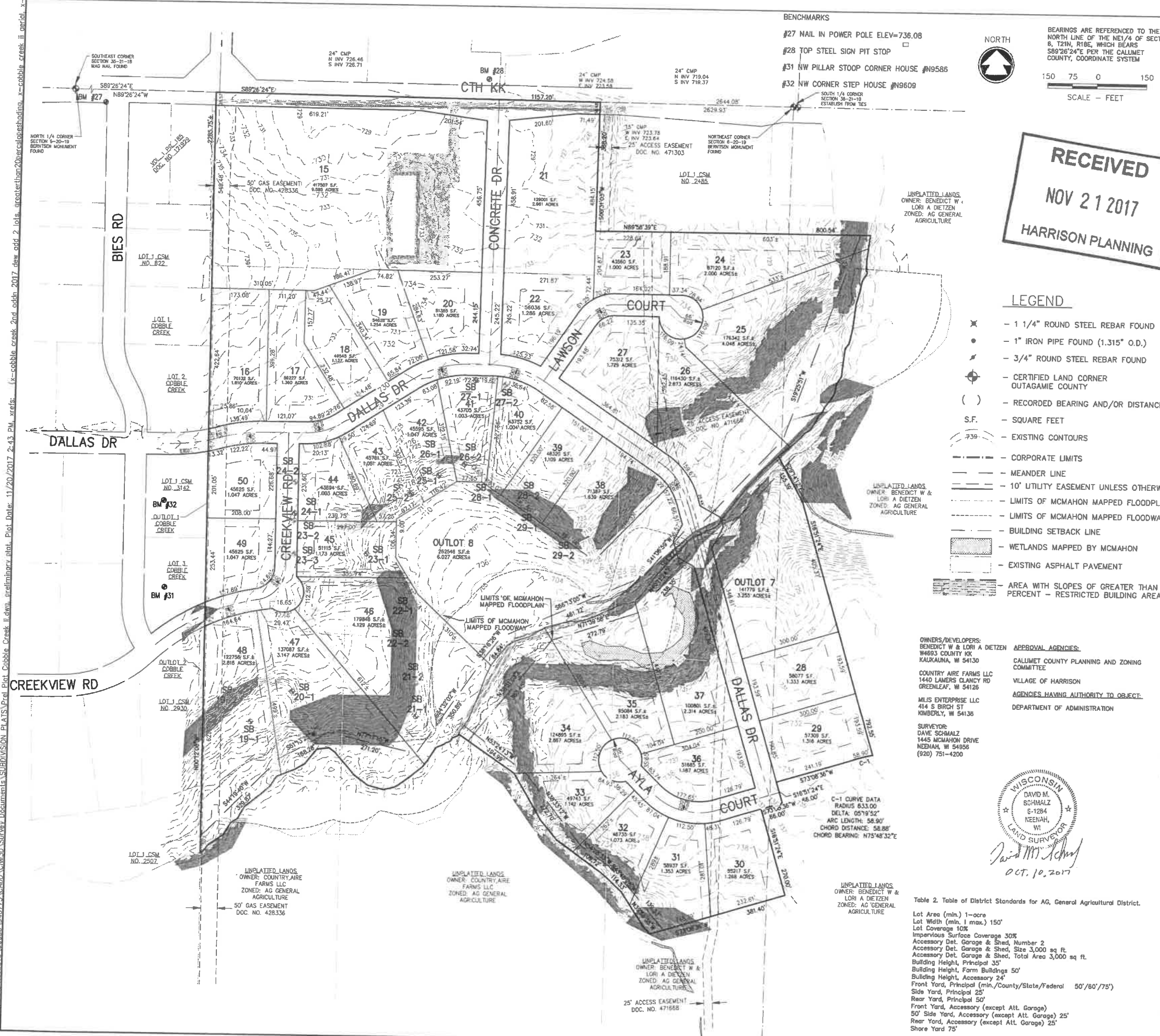
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Date Printed:
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Source:



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BENCHMARKS

- #27 MAIL IN POWER POLE ELEV=736.08
- #28 TOP STEEL SIGN PIT STOP
- #31 NW PILLAR STOOP CORNER HOUSE #N9585
- #32 NW CORNER STEP HOUSE #N9609



BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SECTION 6, T20N, R19E, WHICH BEARS S89°26'24"E PER THE CALUMET COUNTY, COORDINATE SYSTEM

150 75 0 150
SCALE - FEET

RECEIVED
 NOV 21 2017
 HARRISON PLANNING

- LEGEND**
- ✕ - 1 1/4" ROUND STEEL REBAR FOUND
 - - 1" IRON PIPE FOUND (1.315" O.D.)
 - ✦ - 3/4" ROUND STEEL REBAR FOUND
 - ⊕ - CERTIFIED LAND CORNER OUTAGAMIE COUNTY
 - () - RECORDED BEARING AND/OR DISTANCE
 - S.F. - SQUARE FEET
 - - EXISTING CONTOURS
 - - CORPORATE LIMITS
 - - MEANDER LINE
 - - 10' UTILITY EASEMENT UNLESS OTHERWISE NOTED
 - - LIMITS OF MCMAHON MAPPED FLOODPLAIN
 - - LIMITS OF MCMAHON MAPPED FLOODWAY
 - - BUILDING SETBACK LINE
 - - WETLANDS MAPPED BY MCMAHON
 - - EXISTING ASPHALT PAVEMENT
 - - AREA WITH SLOPES OF GREATER THAN 20 PERCENT - RESTRICTED BUILDING AREA

OWNERS/DEVELOPERS:
 BENEDICT W & LORI A DIETZEN
 W4683 COUNTY KK
 KAUKAUNA, WI 54130

COUNTRY AIRE FARMS LLC
 1440 LAMERS CLANCY RD
 GREENLEAF, WI 54126

MUS ENTERPRISE LLC
 414 S BIRCH ST
 KIMBERLY, WI 54138

SURVEYOR:
 DAVE SCHMALZ
 1445 MCMAHON DRIVE
 NEENAH, WI 54956
 (920) 751-4200



Table 2. Table of District Standards for AG, General Agricultural District.

Lot Area (min.) 1-acre
 Lot Width (min. 1 max.) 150'
 Lot Coverage 10%
 Impervious Surface Coverage 30%
 Accessory Det. Garage & Shed, Number 2
 Accessory Det. Garage & Shed, Size 3,000 sq ft
 Accessory Det. Garage & Shed, Total Area 3,000 sq ft
 Building Height, Principal 35'
 Building Height, Farm Buildings 50'
 Building Height, Accessory 24'
 Front Yard, Principal (min./County/State/Federal) 50'/60'/75'
 Side Yard, Principal 25'
 Rear Yard, Principal 50'
 Front Yard, Accessory (except Att. Garage) 50'
 Side Yard, Accessory (except Att. Garage) 25'
 Shore Yard 75'

NOTES:

FRONT YARD BUILDING SETBACK TO BE 50 FEET UNLESS NOTED OTHERWISE BY PRIVATE COVENANTS.

LOTS MAY HAVE FUTURE ASSESSMENTS FOR STORM WATER DETENTION, SIDEWALKS AND/OR STREET LIGHTING BY THE VILLAGE OF HARRISON.

LOT FENCING IS REGULATED BY THE VILLAGE OF HARRISON ORDINANCE AND/OR BY PRIVATE COVENANTS.

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 PASSED BY THE VILLAGE OF HARRISON BOARD AS ORDINANCE #73 SERIES 03-2001 AND SHALL APPLY TO ALL SUBDIVISIONS APPROVED AFTER THE 24TH DAY OF APRIL 2002.

THE VILLAGE OF HARRISON WILL ASSESS ALL LOTS FOR STREET IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, CURB & GUTTER, ASPHALT PAVEMENT, AND SIDEWALKS.

THE LOT OWNERS WAIVE THEIR RIGHT TO FUTURE SPECIAL ASSESSMENT HEARINGS AND AGREE TO SPECIAL ASSESSMENTS FOR PUBLIC SANITARY SEWER & WATER. LOT OWNERS AGREE TO CONNECT TO PUBLIC SANITARY SEWER & WATER WHEN IT BECOMES AVAILABLE OR WHEN IT IS DETERMINED BY THE VILLAGE THAT PUBLIC SANITARY SEWER & WATER IS IN THE PUBLIC INTEREST TO BE INSTALLED IN THE SUBDIVISION.

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 LOT OR IN THE DEVELOPER'S AGREEMENT. THE OWNER/SUBDIVIDER UNDERSTANDS 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 CONSTRUCTION OF ROADS OR OTHER DEDICATIONS AND AGREE TO HOLD THE VILLAGE HARMLESS UNTIL CONSTRUCTION, INSTALLATION OR GRADING IS COMPLETE.

UPON AVAILABILITY OF PUBLIC SANITARY SEWER LOT DENSITY MAY INCREASE.

SOILS IN THIS AREA ARE GENERALLY STABLE AND ARE MAPPED AS KEWAUNEE LOAM AND MANAWA SILT LOAM. BOTH KEWAUNEE AND MANAWA LOAM ARE CLASS 'C' SOILS.

THIS PROPERTY IS CURRENTLY ZONED: AG - GENERAL AGRICULTURE - PROPOSED ZONING: AG - GENERAL AGRICULTURE

EXISTING LAND USE: FARMLAND - PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL

EASEMENTS TO BE SHOWN ON FINAL PLAT.

AREA TO BE DEDICATED TO THE PUBLIC FOR STREET PURPOSES = 9.141 ACRES

TOTAL NUMBER OF LOTS = 36 LOTS

TOTAL NUMBER OF OUTLOTS = 2 OUTLOTS

AVERAGE LOT SIZE = (83,883 SQ. FT. 1.93 ACRES)

AVERAGE OUTLOT SIZE = (203,973 SQ. FT. 4.68 ACRES)

TOTAL NUMBER OF CORNER LOTS = 11 LOTS

TOTAL AREA OF SUBDIVISION = 87.794 ACRES

TOTAL AREA OF LOTS = 68.288 ACRES

TOTAL AREA OF OUTLOTS = 9.365 ACRES

AREA OF SMALLEST LOT WITHIN THIS DEVELOPMENT = 43,560 SQ. FT.

LENGTH OF ROADS AS SHOWN (C TO C) TOTAL LENGTH = 5,126' asphalt

ROAD IMPROVEMENT CONSIST OF CONCRETE STREETS, CURB AND GUTTER & STORM SEWER

SEE ATTACHED ENGINEERING PLANS FOR PROPOSED STREET GRADES, UTILITIES AND FACILITIES FOR STORM WATER DRAINAGE.

ALL LOTS TO BE SERVICED BY PRIVATE SEPTIC SYSTEMS & WELLS.

PRIVATE COVENANTS/RESTRICTION BY DEVELOPER WILL BE RECORDED WITH THE FINAL PLAT.

DRAINAGE & DETENTION EASEMENT RESTRICTIONS:

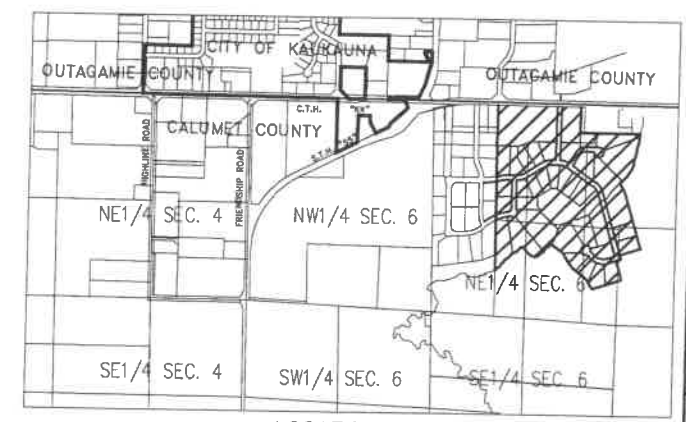
- Maintenance of all drainage ways and associated structures within the subdivision or serving the subdivision is the sole responsibility of the property owners of the subdivision.
- Upon failure of the property owners to perform maintenance of the drainage ways and associated structures, the Village 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 subdivision with a drainage covenant.
- A Drainage Plan has been filed with the Village Department of Planning & Zoning Office which states the required levels of maintenance for all the identified storm water management systems.

RESTRICTIONS:

BUILDING PERMITS AND OCCUPANCY PERMITS MAY BE WITHHELD FOR NON COMPLIANCE WITH THE PLAT OR VILLAGE ORDINANCE AS FOLLOWS:

A) 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.

B) 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.



McMAHON
 ENGINEERS ARCHITECTS
 1445 MCMAHON DRIVE NEENAH, WI 54956
 PH: 920.751.4200 FAX: 920.751.4284 MCMGRP.COM

NO. 1 DATE 11/17/17 REVISION PER VILLAGE OF HARRISON REVIEW

PRELIMINARY PLAT-COBBLE CREEK II NE 1/4 OF SEC. 6 & NW1/4 & SW1/4 OF THE NW1/4 SEC. 5 T 20 N, R 19 E VILLAGE OF HARRISON, CALUMET COUNTY, WI

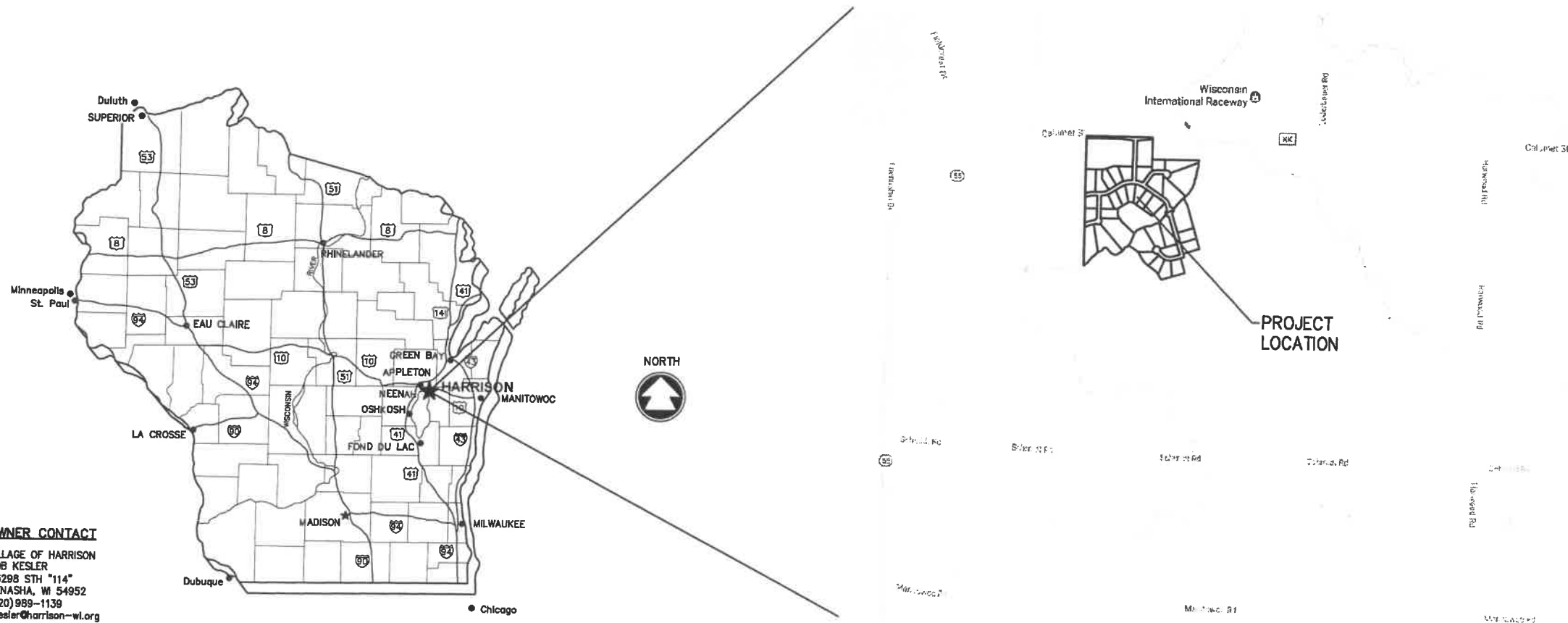
DESIGNED	DMS	DRAWN	MJA
PROJECT NO.	G0030 9-14-00775		
DATE	10/2017		
SHEET NO.	1		

LOCATION MAP
 SHOWING A PORTION OF SECTION 6, T20N, R19E, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

COBBLE CREEK II UTILITY & STREET CONSTRUCTION VILLAGE OF HARRISON

CALUMET COUNTY, WISCONSIN
MCM # G0030 9-14-00775

RECEIVED
NOV 21 2017
HARRISON PLANNING



CONTACT INFORMATION

UTILITIES

VILLAGE OF HARRISON
BOB KESLER (STORM)
W5298 STH "114"
MENASHA, WI 54952
(920) 989-1139
bkesler@harrison-wi.org

AT&T
Joe Kassab
205 S. Jefferson St.
GREEN BAY, WI 54301
(920) 433-4200
jk572k@att.com

WE ENERGIES
800 S LYNDALE / P.O. BOX 1699
APPLETON, WI 54912

CHARTER COMMUNICATIONS
VINCE ALBIN (CABLE)
3520 E DESTINATION DRIVE
APPLETON, WI 54915
(920) 831-9249
vince.albin@charter.com

OWNER CONTACT

VILLAGE OF HARRISON
BOB KESLER
W5298 STH "114"
MENASHA, WI 54952
(920) 989-1139
bkesler@harrison-wi.org

DESIGN CONTACT

McMAHON
LEE REIBOLD
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
lreibold@mcmgrp.com

SHEET INDEX

- | | | |
|--|---------------------------------------|---|
| 01 - ABBREVIATIONS SYMBOLS & NOTES | 18 - LAWSON COURT | S1 - STRUCTURAL SPECIFICATIONS |
| 02 - SURVEY CONTROL COBBLE CREEK | 19 - STORM EASEMENT AREA-1 | S2 - CULVERT PLANS |
| 03 - DRAINAGE PLAN | 20 - STORM EASEMENT AREA-2 | S3 - CULVERT CROSS SECTION |
| 04 - DRAINAGE PLAN | 21 - STORM EASEMENT AREA-3 | S4 - CULVERT LONGITUDINAL SECTION |
| 05 - DALLAS DRIVE COBBLE CREEK I TRAIL | 22 - DALLAS DRIVE CULVERT REPLACEMENT | S5 - WINGWALL ELEVATION |
| 06 - DALLAS DRIVE COBBLE CREEK I TRAIL | 23 - CTH KK INTERSECTION DETAIL | S6 - WINGWALL ELEVATION |
| 07 - DALLAS DRIVE | 24 - EROSION CONTROL PLAN | S7 - WINGWALL ELEVATION |
| 08 - DALLAS DRIVE | 25 - EROSION CONTROL PLAN | S8 - WINGWALL ELEVATION |
| 09 - DALLAS DRIVE | 26 - POND A | S9 - ENLARGED CULVERT CORNER PLAN VIEWS |
| 10 - DALLAS DRIVE | 27 - POND B | S10 - CONSTRUCTION DETAILS |
| 11 - DALLAS DRIVE | 28 - POND A OUTLET DETAILS | |
| 12 - DALLAS DRIVE | 29 - POND B OUTLET DETAILS | |
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| 15 - CONCRETE DRIVE | 32 - MISCELLANEOUS DETAILS | |
| 16 - CONCRETE DRIVE | 33 - MISCELLANEOUS DETAILS | |
| 17 - AYLA COURT | | |

DIGGERSHOTLINE
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PRELIMINARY - NOT FOR CONSTRUCTION

DATE
OCTOBER, 2017
PROJECT NO.
G0030 9-14-00775

STANDARD ABBREVIATIONS

Table with 4 columns of abbreviations and their corresponding full names. Includes entries like AC (ACRE), AGG (AGGREGATE), and various construction terms.

GENERAL NOTES

- 1. THE UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES...

STANDARD SYMBOLS

Large block containing various symbols and their descriptions. Includes symbols for rebar (e.g., 2" IRON PIPE FOUND), utilities (e.g., TELEPHONE CABLE - BURIED), and terrain features (e.g., EXISTING CONTOURS).

EROSION & SEDIMENT CONTROL PLAN

BEST MANAGEMENT PRACTICES:

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS...

- [X] LAND APPLICATION OF POLYACRYLAMIDE (1050) [X] DE-WATERING (1061) [X] WATER APPLICATION OF POLYMERS (1051) [X] DITCH CHECK (1062)

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

- A. DEPOSITION OR TRACKING OF SOIL ONTO STREETS BY VEHICLES. B. DISCHARGE OF SEDIMENT INTO STORM WATER INLETS. C. DISCHARGE OF SEDIMENT INTO ADJACENT STREAMS, RIVERS, LAKES AND WETLANDS.

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING PREVENTATIVE MEASURES:

- A. PRESERVE EXISTING VEGETATION WHENEVER POSSIBLE. B. MINIMIZE SOIL COMPACTION AND PRESERVE TOPSOIL. C. MINIMIZE LAND DISTURBANCES ON SLOPES OF 20% OR MORE.

THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING BEST MANAGEMENT PRACTICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES BY THE END OF THE WORK DAY. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING BEST MANAGEMENT PRACTICES TEMPORARILY REMOVED FOR CONSTRUCTION ACTIVITY AS SOON AS THOSE ACTIVITIES ARE COMPLETED.

INSPECTION & MAINTENANCE:

THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING BEST MANAGEMENT PRACTICES WEEKLY, AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER. WRITTEN DOCUMENTATION OF EACH INSPECTION SHALL BE KEPT AT THE CONSTRUCTION SITE...

THE CONTRACTOR IS RESPONSIBLE FOR POSTING THE PERMIT IN A CONSPICUOUS LOCATION ON THE CONSTRUCTION SITE. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING A COPY OF THE APPROVED REPORTS, PLANS, AMENDMENTS, INSPECTION REPORTS, AND PERMITS AT THE CONSTRUCTION SITE AT ALL TIMES UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY IS COMPLETED...

AMENDMENTS:

THE CONTRACTOR IS RESPONSIBLE FOR AMENDING THE EROSION & SEDIMENT CONTROL PLAN IF THERE IS A CHANGE IN CONSTRUCTION, OPERATION OR MAINTENANCE AT THE SITE WHICH HAS THE REASONABLE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS...

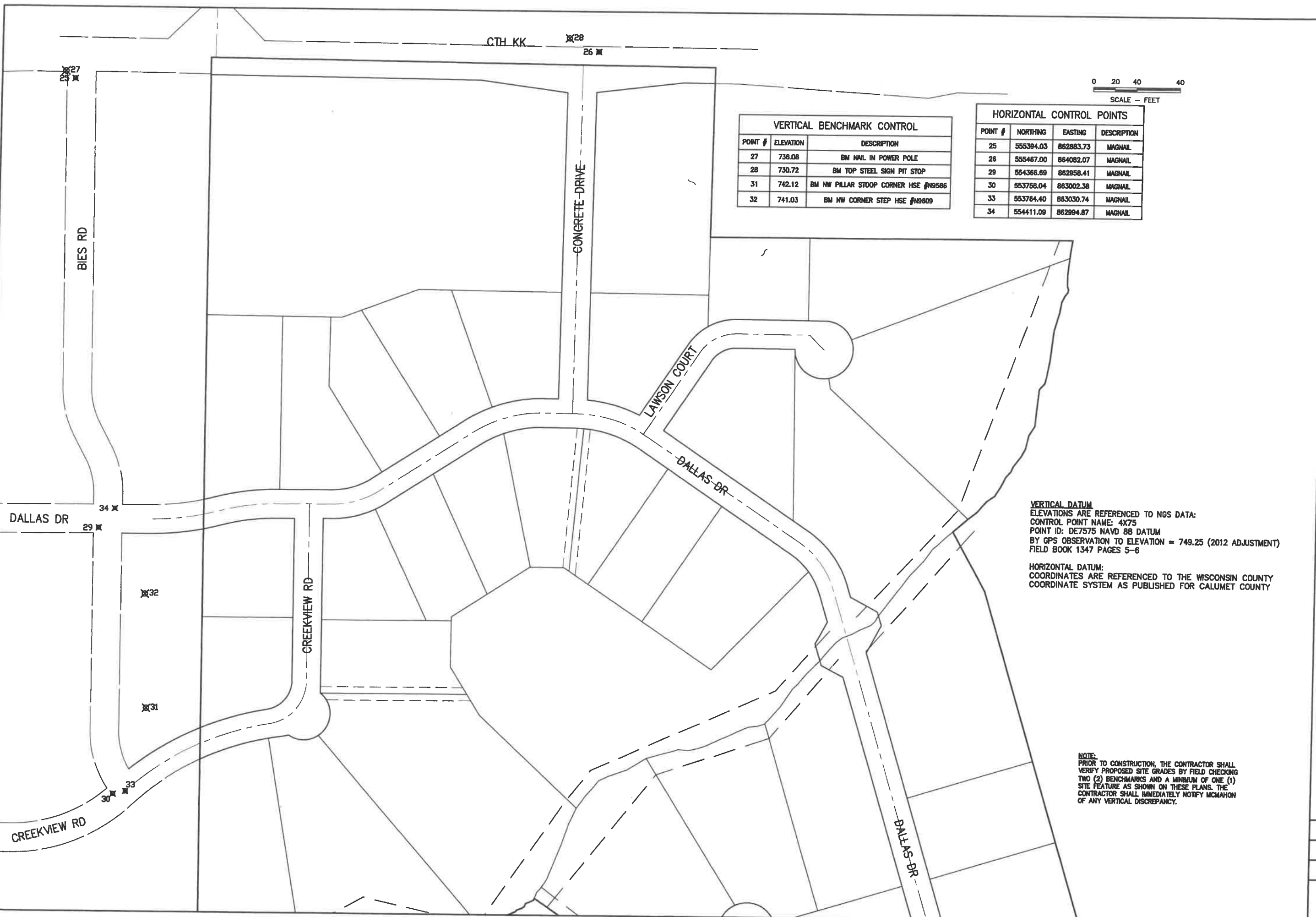
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McMAHON ENGINEERS ARCHITECTS logo and contact information: 1445 MONROE DRIVE NEENAH, WI 54956

COBBLE CREEK II VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN ABBREVIATIONS, SYMBOLS & NOTES

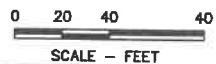
Project information table including fields for DESIGNED (LRR), DRAWN (MJA), PROJECT NO. (G0030 9-14-00775), DATE (OCTOBER, 2017), and SHEET NO. (01).

m:\projects\G0030_944775\CADD\Civil3D\Plan_Sheets\02_Survey_Control\COBBLER_CREEK.dwg_02_survey_control_cobble_creek_Plot_Date: 11/21/2017 6:43 AM xrefs: (x-cobble_creek_2nd_dwg_add_2.lvs)



VERTICAL BENCHMARK CONTROL		
POINT #	ELEVATION	DESCRIPTION
27	738.08	BM NAIL IN POWER POLE
28	730.72	BM TOP STEEL SIGN PIT STOP
31	742.12	BM NW PILLAR STOOP CORNER HSE #N9586
32	741.03	BM NW CORNER STEP HSE #N9809

HORIZONTAL CONTROL POINTS			
POINT #	NORTHING	EASTING	DESCRIPTION
25	555394.03	862883.73	MAGNAIL
26	555467.00	864082.07	MAGNAIL
29	554368.69	862958.41	MAGNAIL
30	553756.04	863002.38	MAGNAIL
33	553764.40	863030.74	MAGNAIL
34	554411.09	862994.87	MAGNAIL



VERTICAL DATUM
 ELEVATIONS ARE REFERENCED TO NGS DATA:
 CONTROL POINT NAME: 4X75
 POINT ID: DE7575 NAVD 88 DATUM
 BY GPS OBSERVATION TO ELEVATION = 749.25 (2012 ADJUSTMENT)
 FIELD BOOK 1347 PAGES 5-8

HORIZONTAL DATUM:
 COORDINATES ARE REFERENCED TO THE WISCONSIN COUNTY
 COORDINATE SYSTEM AS PUBLISHED FOR CALUMET COUNTY

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

McMAHON
 ENGINEERS ARCHITECTS
 1445 MCMAHON DRIVE NEENAH, WI 54956
 MAILING P.O. BOX 1026 NEENAH, WI 54957-1026
 TEL: (920) 751-4200 FAX: (920) 751-4204
 WWW.MCMGRP.COM

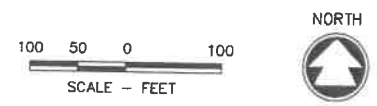
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NO.	DATE	REVISION

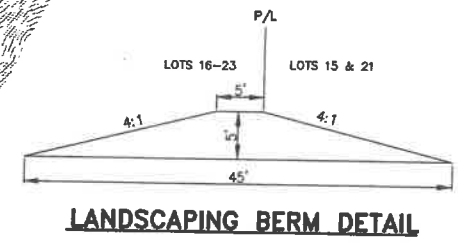
COBBLE CREEK II
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN
SURVEY CONTROL COBBLE CREEK

DESIGNED	DRAWN
LRR	MJA
PROJECT NO.	
G0030 9-14-00775	
DATE	
OCTOBER, 2017	
SHEET NO.	
02	

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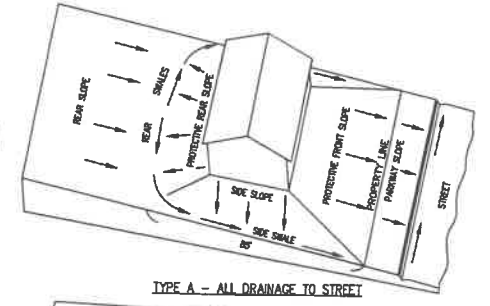


- NOTES:**
1. SUMP PUMP DISCHARGE ARE TO BE CONNECTED TO THE STORM SEWER LATERAL PROVIDED.
 2. STORM SEWER LATERALS FOR LOTS 24 - 27, 30 - 35, 37, AND 39 - 48 SHALL BE 6-INCH DIAMETER SCHEDULE 40 PVC. STORM SEWER LATERALS FOR LOTS 16 - 20, 22 - 23, 28 - 29, 36, AND 49 - 50 SHALL BE 4-INCH DIAMETER SCHEDULE 40 PVC. LOTS 15, 21, AND 38 DO NOT HAVE A STORM SEWER LATERAL FOR SUMP PUMP CONNECTIONS.
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 5. IF A WALKOUT BASEMENT OR EXPOSED WINDOWS ARE DESIRED, A DETAILED DRAINAGE PLAN FOR THE LOT SHALL BE PREPARED BY A PROFESSIONAL ENGINEER & APPROVED BY THE VILLAGE ENGINEER.
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 7. THE DETENTION POND SLOPES ABOVE THE PERMANENT POOL TO BE SEEDED WITH A NO MOW GRASS SEED MIXTURE.
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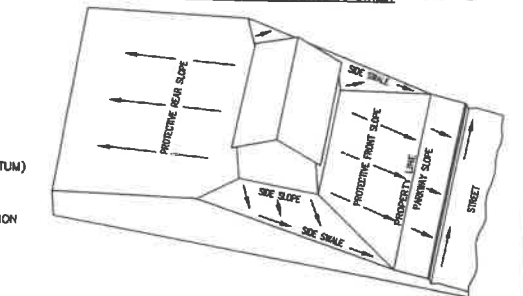


LANDSCAPING BERM DETAIL

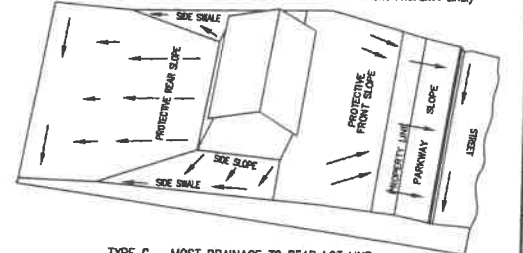
- LEGEND**
- EXISTING GROUND CONTOURS
 - PROPOSED GROUND CONTOURS
 - x 30.08 - PROPOSED ELEVATION (700.00 DATUM)
 - PROPOSED DRAINAGE DIRECTION
 - 733.5-A - PROPOSED GARAGE FLOOR ELEVATION WITH LOT GRADING TYPE



TYPE A - ALL DRAINAGE TO STREET



TYPE B - DRAINAGE BOTH TO STREET AND TO REAR LOT LINE
 (NOTE: HIGH POINT ON SIDE SWALE ASSUMED 50'-80' FROM FRONT PROPERTY LINE.)



TYPE C - MOST DRAINAGE TO REAR LOT LINE
 (NOTE: HIGH POINT ON SIDE SWALE ASSUMED AT FRONT PROPERTY LINE.)

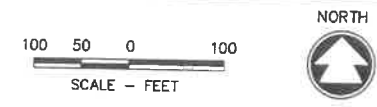
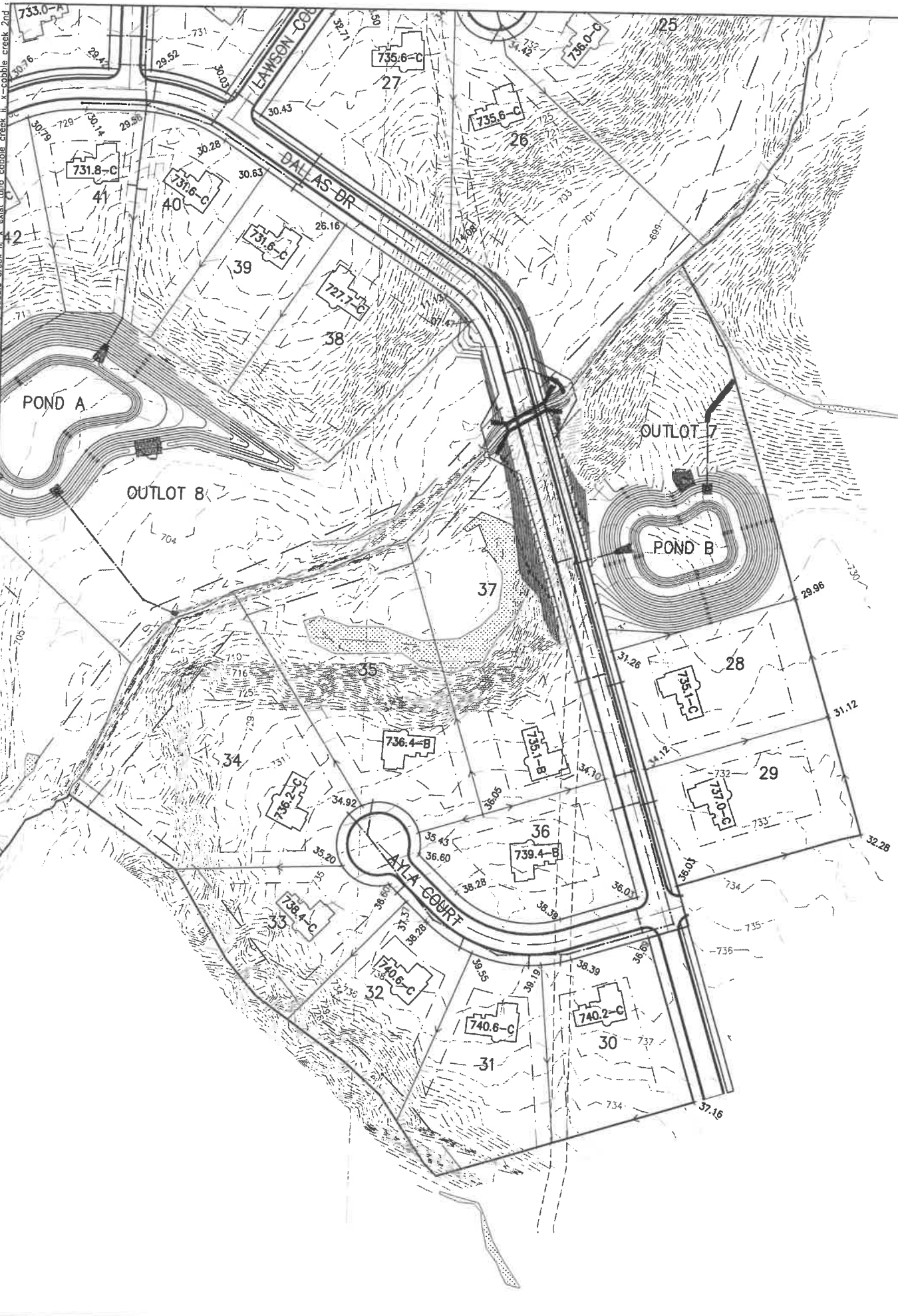
TYPICAL LOT GRADING

COBBLE CREEK II
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN
DRAINAGE PLAN

DESIGNED LRR	DRAWN MJA
PROJECT NO. G0030 9-14-00775	
DATE OCTOBER, 2017	
SHEET NO.	

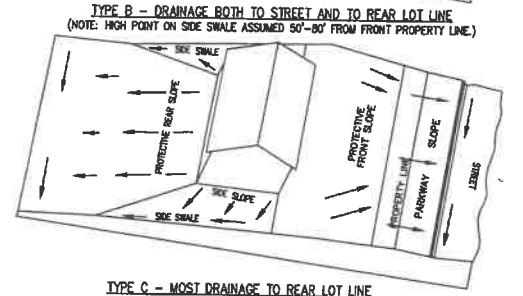
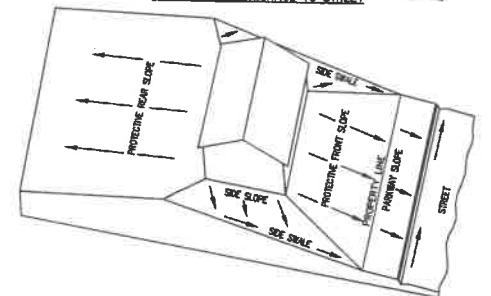
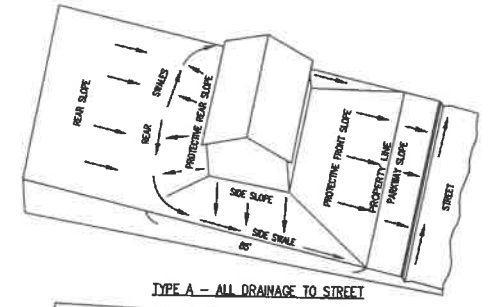
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 ENGINEERS ARCHITECTS
 McMAHON ASSOCIATES, INC.
 1445 McMAHON DRIVE NEENAH, WI 54956
 PHONE: P.O. BOX 1025 NEENAH, WI 54957-1025
 FAX: 920.751.4260 FAX 920.751.4264 MCMGRP.COM

\\mabinet\w\PROJECTS\00030_940775\CADD\Civil3D\Plan_Sheets\Drainage\Plan.dwg, 04_drainage.dwg, Plot Date: 11/21/2017 6:43 AM, xrefs: [x]-exist, wetlands 091517.slc, x-oll, points, cobble creek ii, x-exist, shade, cobble creek ii, x-cobble creek 2nd



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- LEGEND
- EXISTING GROUND CONTOURS
 - PROPOSED GROUND CONTOURS
 - PROPOSED ELEVATION (700.00 DATUM)
 - PROPOSED DRAINAGE DIRECTION
 - PROPOSED GARAGE FLOOR ELEVATION WITH LOT GRADING TYPE



TYPICAL LOT GRADING

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ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
PHONE: 920.751.4200 FAX: 920.751.4284 WWW.MCMGRP.COM

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NO.	DATE	REVISION

VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN
COBBLE CREEK II
DRAINAGE PLAN

DESIGNED	DRAWN
LRR	MJA
PROJECT NO. G0030 9-14-0775	
DATE OCTOBER, 2017	
SHEET NO.	

Mark Mommaerts

From: Jerry <jerrybartlein@yahoo.com>
Sent: Wednesday, November 15, 2017 3:25 AM
To: Mark Mommaerts
Subject: Re: Plan Commission

Dear village board

I Jerry bartlein have decided to step down from the planning commission due to my current schedule and not being able to attend all the meetings. Thanks for your time and consideration.

Regards

Jerry Bartlein



VILLAGE OF HARRISON

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Jennifer Weyenberg, WCMC

Date:
November 22, 2017

Title:
Authorize Village Clerk and Village President to sign Intergovernmental Agreement (IGA) with Outagamie Co. for election equipment

Issue:
None

Background and Additional Information:

As previously reported to the board, Outagamie County has selected ES&S as the election equipment vendor. Based on Harrison's voter participation in previous elections and estimated increase in the number of voters due to growth, the village needs a total of 6 machines. Our agreement with the County includes the purchase of three (3) DS 200 Scanners and three (3) ExpressVote Ballot Marking Devices. The ExpressVote devices are necessary to meet ADA requirements.

Included in the agreement are costs for training, testing, and Election Day on-site support. Election equipment is ready for pick-up on December 1st. The IGA must be signed prior to pick-up.

Budget/Financial Impact:

\$24, 228.86

Recommended Action:

A motion to authorize the Village Clerk and Village President to sign the IGA for election equipment and firmware with Outagamie County.

Attachments:

IGA

INTERGOVERNMENTAL AGREEMENT

ACKNOWLEDGEMENTS

The Village of Harrison (Municipality) has requested that the Outagamie County Clerk, as part of Outagamie County's election equipment and firmware procurement, include Harrison as a participating municipality in the procurement to obtain updated and consistent voting machines that will enhance accuracy, timely reporting of results and create an auditable trail of the tabulations.

Although Municipality lies wholly within Calumet County, it wishes to obtain the updated election equipment and firmware consistent with the procurement of such for Outagamie County municipalities.

AGREEMENT

Outagamie County and the undersigned Municipality, for good and valuable consideration agree as follows:

1. Outagamie County has conducted a competitive procurement process consistent with Outagamie County purchasing policies to purchase the election equipment and firmware. Further guidelines for the procurement are set forth in County Board Resolution No. 4-2016-2017, a copy of which is attached for reference.
2. Municipality agrees to reimburse Outagamie County for 100 percent of the purchase cost for the voting equipment and firmware, plus 5% of the purchase price for its share of the procurement expenses, as identified in Exhibit A.
3. Harrison shall be 100 percent responsible for any equipment and software maintenance, programming and replacement of voting machines procured through this agreement. Maintenance agreements may be purchased directly through ES&S.
4. The voting equipment and firmware will be delivered to the City of Appleton and Town of Grand Chute Offices between November 27 and November 30th, 2017, where ES&S staff will assemble and test the equipment and firmware to ensure operability as warranted by ES&S. The Appleton units will be assembled on November 27th through the 28th, and the Grand Chute units will be assembled from November 27th through the 30th.
5. Upon assembly, the Municipality will be informed and the Municipality will pick-up and transport its respective voting equipment to its municipal building where it/they will be housed in a locked temperature controlled environment that is to be maintained between 50 and 104 degrees Fahrenheit at 10% and 50% relative humidity.
6. The County will pay the invoice for the delivered equipment and bill the Municipality for reimbursement of the equipment and firmware as set forth in Exhibit A.

7. Title to the voting equipment shall be transferred from Outagamie County to the Municipality when the Municipality picks-up the assembled equipment. The Municipality shall then be sublicensed by the County, as authorized by the County's contract with ES&S, to operate the voting equipment and associated firmware.

8. The voting equipment and firmware shall be warranted by ES&S from the date the Municipality picks-up the voting equipment through December 31, 2018. All warranty claims shall be exercised directly between the Municipality and ES&S.

9. Municipality shall also be responsible for maintaining its voting equipment by purchasing an annual maintenance agreement with ES&S.

10. Municipality agrees to abide by the terms and conditions set forth in the agreement between Outagamie County and ES&S, consisting of the General Terms, Exhibit A, Schedule A1, and the Sales Purchase Agreement, a copy of which is attached hereto.

11. This Agreement does not bind the County unless ratified by the Outagamie County Board of Supervisors.

Dated this ____ day of _____, 2017

VILLAGE OF HARRISON

OUTAGAMIE COUNTY

Approved to Form: _____

Outagamie County Corporation Counsel

Date

RESOLUTION NO.: 4-2016-17

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 The voting machines at various municipalities within Outagamie County are outdated and
2 lack consistency in how votes are tabulated and reported. With the increasingly rigid
3 federal and state election reporting requirements, along with intense scrutiny given to the
4 election process and results, it is desirable for the county's municipalities to have modern
5 and standardized voting machines that can both automatically tabulate votes, and create
6 an audit trail for canvassing purposes. Although the purchase of voting equipment is
7 generally within the purview of individual municipalities, all results are then reported to
8 the County Clerk's office and then becomes a county function to report the outcomes as
9 well as to canvass the results. Given this partnership and the need for accurate, auditable
10 and timely tabulations and results, this resolution seeks authority to commence the
11 procurement process for county-wide voting equipment to determine the cost for such
12 equipment.

13
14 This resolution also authorizes the county clerk to enter into an intergovernmental
15 agreement with municipalities to gauge interest regarding the purchase of such equipment
16 based on a fifty-fifty (50/50) cost share between the municipality and the county. Such
17 agreements would be contingent upon a further county board resolution to fund the
18 county's share once final costs and municipal participation are known. It would be
19 administration's recommendation to bond for the outlay.

20
21 Municipalities would be presented with the following financing options:

- 22
23 1) No financing. The municipality will pay its full share in 2018.
24
25 2) Five-year (5) financing. The municipality will pay its full share over a five-year (5)
26 period, with interest, equivalent to the rate of the county's bond.
27
28 3) Ten-year (10) financing. The municipality pays its full share over a ten-year period
29 (10), with interest, equivalent to the rate of the county's bond.
30

31 These options are a one-time offer. Municipalities that do not to participate from the out-
32 set will not receive county funding should they purchase voting equipment in the future.
33 It is anticipated that the total hardware cost will be in the range of \$500,000 to \$750,000.
34

35 NOW THEREFORE, the undersigned members of the Finance Committee recommend adoption
36 of the following resolution.

1 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize the county
2 clerk to commence the procurement process to determine the cost of the proposed county-wide election
3 equipment purchase, and

4 BE IT FURTHER RESOLVED, a procurement team will be formed consisting of seven (7)
5 members to include three (3) Outagamie County representatives, one (1) City of Appleton
6 representative, one (1) Fox West area representative, one (1) Heart of the Valley representative, and one
7 (1) representative from the rural municipalities, and

8 BE IT STILL FURTHER RESOLVED, that the Outagamie County Board conceptually approves
9 of a fifty-fifty (50/50) cost share arrangement between Outagamie County and each municipality subject
10 to the following:

- 11 1) Municipalities are responsible for 100% of ongoing equipment/software maintenance costs.
- 12 2) The number of voting machines will be determined by the chosen vendor based on the number
13 of residents in each municipality or precincts within a municipality who voted in the 2016
14 presidential election.
- 15 3) The county will fully fund 100% of two (2) back-up machines which will be available to
16 municipalities in the event of equipment failure.
- 17 4) Municipalities who wish to purchase voting machines in excess of the number recommended
18 by the vendor will be responsible for 100% of the machine cost.
- 19 5) Municipalities with multi-county polling locations will fund 100% of machines utilized in
20 locations with a majority of non-Outagamie County voters, and

21 BE IT STILL FURTHER RESOLVED, that the Outagamie County Board of Supervisors does
22 authorize the county clerk and corporation counsel to draft an Inter-Governmental Agreement,
23 consistent with the terms of this resolution, for presentation to municipalities to gauge interest level and
24 contingent upon adoption of a subsequent resolution appropriating funds, and

1 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
2 of this resolution to the Outagamie County Executive, and the Outagamie County Finance Director.

3 Dated this 18th day of April 2017

4
5 Respectfully Submitted,

6
7 FINANCE COMMITTEE

8
9
10 Kevin Stum

11 Kevin Stum

12 Peter Stueck

13 Peter Stueck

14
15
16 James Pleuss

17 James Pleuss

18 Nadine Miller

19 Nadine Miller

20
21 Chris Croatt

22 Chris Croatt

23
24 Duly and officially adopted by the County Board on: April 18, 2017

25
26 Signed: [Signature]

27 Board Chairperson

28 Signed: [Signature]

29 County Clerk

30 Approved: 4.20.17

31 Vetoed: _____

32 Signed: [Signature]

County Executive

ES&S ELECTION EQUIPMENT AND SERVICES - MUNICIPALITY COST

Municipality:

Village of Harrison

	<u>Quantity:</u>	<u>Cost:</u>	<u>Total Cost:</u>
Equipment/Hardware (50% Cost Share with County):			
DS200 Scanner (includes ballot container)	0	2,935.00	-
DS200 Modem	0	150.00	-
ExpressVote Ballot Marking Device	0	1,685.00	-
ExpressVote Soft Case	0	87.50	-
Additional 4GB QC Jump Drive	1	No Charge	-
Subtotal Equipment/Hardware:			<u>-</u>
Additional Units - Equipment/Hardware (100% Municipality):			
DS 200 Scanner (includes ballot container)	3	5,870.00	17,610.00
DS200 Modem	0	300.00	-
ExpressVote Ballot Marking Device	3	3,370.00	10,110.00
ExpressVote Soft Case	3	175.00	525.00
ExpressVote Kiosks	0	935.00	-
Subtotal Additional Units:			<u>28,245.00</u>
Election Services (County or Allocated):			
Implementation and Training:			
Hardware Training*	1	150.00	150.00
Installation/Acceptance Testing**	6	109.86	659.16
Election On-Site Support (to be invoiced after elections) *	3	137.12	411.36
Subtotal Election Services:			<u>1,220.52</u>
Subtotal Total ES&S Costs:			29,465.52
Plus RFP Administrative Fees:			1,150.00
Less Discount:			(6,386.66)
Less Trade-In, if applicable:			-
Total ES&S and Administrative Costs:			<u><u>\$ 24,228.86</u></u>

*Costs allocated equally to all municipalities, including County

**Costs allocated based on number of units (1 unit = DS200 Scanner or Express Vote)



11206 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 393-0101

Sales Order Agreement

Customer P.O. #: _____

1st Election Date: To be Agreed Upon by the Parties

Estimated Delivery Date: To be Agreed Upon by the Parties

Phone Number: (920) 832-5079

Fax Number: (920) 832-2200

Customer Contact, Title: Lori O'Bright - County Clerk

Customer Name: Outagamie County, Wisconsin

Type of Sale: NEW

Type of Equip: NEW REFURBISHED

Bill To: _____
Outagamie County, Wisconsin
Lori O'Bright - County Clerk
410 S. Walnut Street
Appleton, WI 54911

Ship To: _____
City of Appleton, Wisconsin
Town of Grand Chute, Wisconsin

Item	Description	Qty	Price	Total
1	DS200 Model DS200 Digital Image Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, 4GB Jump Drive, and Shipping & Handling	72	\$5,870.00	\$422,640.00
2	Other DS200 Wireless Modem	69	\$300.00	\$20,700.00
3	Other 4GB Jump Drive (Additional)	35	Included	Included
4	ExpressVote ExpressVote BMD Terminal with Internal Backup Battery, Power Supply with AC Cord, ADA Keypad, Headphones, 4GB Flash Drive, and Shipping & Handling	76	\$3,370.00	\$256,120.00
5	Other Soft-Sided Carrying Case	76	\$175.00	\$13,300.00
6	Other ExpressVote BMD Kiosk	19	\$935.00	\$17,765.00
7	Software ElectionWare - PYO Standard	1	\$37,645.00	\$37,645.00
8	Third Party Items 3rd Party Items as set forth on Exhibit B	1	\$21,966.69	\$21,966.69
9	Network Installation 3rd Party Configuration and Installation - Customer Site	3	\$2,300.00	\$6,900.00
10	Equipment Installation Model DS200 Scanners	72	\$115.00	\$8,280.00
11	Equipment Installation ExpressVote BMD Terminals	76	\$105.00	\$7,980.00
12	Services Project Management Day	5	\$1,650.00	\$8,250.00
13	Services Equipment Operations Training Day	2	\$1,650.00	\$3,300.00
14	Services Software Training Day	11	\$1,650.00	\$18,150.00
15	Services Election On-Site Support Event	3	\$4,525.00	\$13,575.00
16	Services Election On-Site Support Event	1	Included	Included
17	Trade-In Allowance Equipment Being Traded-In by Customer includes: 18 - Model 100 Scanner 18 - Model 100 Ballot Box 16 - IIPE Eagle with Ballot Box 22 - Sequoia Insight 16 - AutoMARK 49 - Sequoia Edge	1	(\$19,250.00)	(\$19,250.00)
18	Shipping Shipping & Handling	1	Included	Included

Sales Order Agreement

Freight Billable: yes no

Order Subtotal	\$ 837,321.69
Customer Discount	(\$181,812.96)
Order Total	\$ 655,508.73

Mike Hoversten
Richard J. Jankowski
 V.P. of Finance Date: 11/10/17

Thomas Nelson
 Customer Signature Date: 11/10/2017

Thomas Nelson
 Title: Outagamie County Executive

Trade-in Equipment:
 ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from either the Customer's City of Appleton or the Town of Grand Chute location on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Special Notes:
 The cities, towns and villages located within Outagamie County including any cities, towns or villages located within the Jurisdiction, as well as the Village of Harrison and the entire City of Appleton (each a "Local Jurisdiction") specifically designated on Schedule A2 of Exhibit A to this Agreement shall be deemed third party beneficiaries of this Agreement. Outagamie County may transfer title to the specific equipment and sublicense the specific software listed on each Schedule A1 to the Local Jurisdiction designated thereon and the warranties provided by ES&S with respect to such equipment and software shall run directly to, and for the benefit of, such Local Jurisdiction. ES&S shall issue invoices for post-warranty hardware maintenance and support and software license, maintenance and support to Outagamie County and each Local Jurisdiction for the designated equipment owned by, and software licensed to, each jurisdiction. Outagamie County and each Local Jurisdiction shall be responsible for timely payment of their respective post-warranty hardware maintenance and support and software license, maintenance and support fees to ES&S.

ES&S Equipment pricing will remain firm at its pre-discounted pricing through December 31, 2018. Third-party items are excluded from this price guarantee.

Payment Terms

100% of Equipment Order, including Hardware, Software and Related Installation and Acceptance, due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice. Payments for Election Services, to include Implementation Services and Election On-Site Support, due Thirty (30) Calendar Days after Receipt of Corresponding ES&S Invoice for Services as provided.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years):

Commencing upon ES&S Equipment and ES&S Software delivery through December 31, 2018.

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

APPROVED AS TO FORM:
Joseph P. Guidote, Jr.
 Joseph P. Guidote, Jr.
 Corporation Counsel
 Outagamie County
 Date Approved: 11/9/17

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the reverse side. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the reverse side. Title to the ES&S Equipment shall pass to Customer upon delivery to the designated sites. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide employees to use the ES&S Software and related Documentation in the Jurisdiction (including any cities, towns or villages located within the Jurisdiction, and within the Village of Harrison and the entire City of Appleton, which lies within three counties) while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in Customer's jurisdiction as set forth above. The licenses granted in this Section 2 do not permit Customer to access or in any way use the source code for the ES&S Software. The terms and conditions in this paragraph are subject to the "Special Notes" provision of this Agreement.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot sheets or ballot code stock. The foregoing shall not prohibit Customer from utilizing print ready files generated by the ES&S Software for purposes of printing ballots through ES&S or a third party printer, provided such third party printer adheres to ES&S' ballot printing specifications.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue through December 31, 2018 (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the reverse side. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required to be developed and certified due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery/Risk of Loss.** The Estimated Delivery Dates set forth on the reverse side are merely estimates and may be revised by ES&S because of delays in executing this Agreement, changes requested by Customer or an event of force majeure. ES&S will notify Customer of revisions to the Estimated Delivery Dates as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to

Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software.

7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for the initial period commencing upon delivery and expiring on December 31, 2018 (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer promptly notifies ES&S of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR RESULTS ACCUMULATION NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the coverage limit of applicable insurance coverage required under this Agreement for an eligible claim made by Customer against ES&S. In the event that there is no insurance coverage for a claim made by Customer against ES&S, then ES&S' total liability to Customer for such claim shall not exceed the aggregate amount to be paid to ES&S hereunder. Unless liabilities, losses, charges, costs or expenses are caused by or resulting from negligent acts or omissions of ES&S, by entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the ES&S Equipment and ES&S Software to achieve Customer's intended results; (b) the use of the ES&S Equipment and ES&S Software; (c) the results obtained from the use of the ES&S Equipment and ES&S Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (i) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (ii) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Indemnification.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by third parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any third party items not specifically approved by ES&S;

c. Personal Injury (including death) or property damage that is caused by any negligent or willful act, error or omission of one or more of Customer's Representatives; and

d. Customer's election not to receive, or to terminate, Hardware Maintenance Services or ES&S Software Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 10, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

11. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

12. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, after having first consulted with Outagamie County and not achieving a payment resolution acceptable to ES&S, ES&S may then suspend performance under this Agreement until such amount is paid. If Customer's payment is past due for more than 60 days and is undisputed, ES&S may declare the total amount remaining due under this Agreement to be immediately due and payable and may immediately suspend performance and seek all remedies available to it. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

14. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state.

15. **State Recertifications.** In the event that any future state certifications or recertifications are required that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to remain certified;

(ii) Customer's pro-rata share of such future state certification or recertification costs; and

(iii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such future state certifications or recertifications.

Customer's pro-rata share of the costs included under subsections 15(ii) and 15(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

16. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto and ES&S' Response to that certain Outagamie County, Wisconsin Request for Proposal for Election Management System (Hardware and Software), dated August 9, 2017 ("Proposal"), contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. In the event of any conflict between a provision contained in the Proposal and any Exhibit to this Agreement or these General Terms, such Exhibit(s) or these General Terms shall control, as applicable. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 9-10, 12(b), 13-16 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any undisputed amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 3.5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days from the beginning of such Renewal Period. The Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Exhibit A through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products identified on Attachment 1 as "Gold and Silver Coverage" working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to

herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each Twelve (12) Months during the Initial Term or any renewal thereof for those hardware products indentified as "Gold Coverage" on Attachment 1. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. An ES&S Representative shall provide such services as may be necessary to keep the Products in Normal Working Condition ("Routine Maintenance Services") once each Twenty-Four (24) Months during the Initial Term or any renewal thereof for those hardware products indentified as "Silver Coverage" on Attachment 1. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. Repair Services.

i. Defects Under Normal Use and Service. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. Defects Due to Customer Actions or Omissions. If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S by calling 1-877-377-8683 within 3 business days after it has actual knowledge of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. Timing. The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S by calling 1-877-377-8683 of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. Loaner Unit. At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made and ES&S provides written notice to Customer of such determination, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider: Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services: Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S by calling 1-877-377-8683 within three (3) business days after Customer has actual knowledge of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Exhibit A. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information (other than information or data owned by Customer) and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed Items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1
Pricing Summary**

Summary – for Outagamie County only:		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	TBD
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$37,345.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$290.00
Total Maintenance Fees for the Initial Term:		TBD
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		
Note 2: In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.		
Note 3: See Schedule A2 for Hardware Maintenance Options and Fees and Firmware Fees.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through December 31, 2019 anniversary thereof

Quantities are for Outagamie County only				
Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
2	Model DS200 Scanner	1/1/2019 through 12/31/2019	See Schedule A2	TBD
2	ExpressVote BMD Terminal	1/1/2019 through 12/31/2019	See Schedule A2	TBD
Total Hardware Maintenance Fees for the Initial Term				TBD

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit. The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period for "Silver" Coverage Items shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Locations: One Location within the City of Appleton, WI and One Location within Grand Chute, WI.

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than the Customer Designated Locations designated above shall be \$25.00 per unit for all units located at additional locations.

Note 5: Upon expiration of the Initial Term, this Schedule A1 shall automatically renew as set forth in Article 1, Section 1.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support, including troubleshooting or other assistance in connection with the Results Accumulation Network.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: November 28th, 2017

Title:

Approve Utility Easement for WE Energies.

Issue:

Should the Village approve the utility easement for WE Energies?

Background and Additional Information:

WE Energies is requesting that the Village of Harrison grant them an easement for the burying of utility lines next to the dry pond located at the end of Sweet Pea Dr. They would like to install a gas line next to the dry pond that would extend up to Skippers Ln.

This easement would not affect the functionality of the dry pond.

Budget/Financial Impact:

No cost.

Recommendation:

To approve the utility easement for WE Energies as shown on the attached map.

Attachments:

Email

Easement Documents

Map

Travis Parish

From: Fowler, Christopher <Christopher.Fowler@we-energies.com>
Sent: Monday, November 20, 2017 12:20 PM
To: Travis Parish
Subject: We-Energies gas easement
Attachments: PSCW Brochure Elec Gas.pdf; 4125355 SKETCH Village of Harrison.pdf; 4125355 Village of Harrison.pdf

Dear Mr. Parish:

In order to install the requested utility facilities near this parcel, we will need to obtain easement rights prior to installation. I have attached a copy of the easement and the exhibit indicating its location. The exhibit is only temporary until the equipment has actually been installed and our surveyors complete a final one. **Please have the easement signed and notarized in black ink and return one signed original to my attention at P.O. Box 1699 Appleton, WI 54912.** When our facilities have been installed, we will finalize the exhibit and send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. To expedite your service a scanned copy may be emailed in the interim.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

For your safety, we will have Diggers Hotline locate underground utilities including natural gas, electric, telephone, cable television, sewer and water. We also need your help to make sure we don't damage any of your privately maintained facilities. To avoid damage to your facilities – such as an underground sprinkler system, electric, propane, sewer and sump pump lines, well, septic system, yard lighting, etc. – please notify us of their location. It is very important that we are aware of these facilities. We Energies and/or its agents are not responsible for damage to your facilities that we are not aware of before our work begins.

If you have any questions, please call me at **(920) 380-3415** or **(715) 498-9456 (cell)** and reference the work request below. We appreciate your prompt attention to this matter.

Work Request: **4125355**

Chris Fowler

ROW Agent for We-Energies

P.O Box 1699

Appleton, WI 54912

Office: **(920) 380-3415**

Cell: **(715) 498-9456**

Christopher.Fowler@We-Energies.com

INTRODUCTION

This pamphlet is intended to help you, the landowner, better understand the possible need for new utility facilities, how utilities build those facilities, and how you can be an important part of the process.

Electric distribution lines carry electricity from substations to customers. These types of electric lines include customer service connections and local distribution lines.

Gas distribution pipes carry natural gas from regulator stations to customers. These types of gas pipes include distribution mains of various sizes and service laterals.

A utility right-of-way (ROW) is a strip of land that a utility uses to construct, maintain, repair, or replace an overhead power line, underground power line, or gas main. The ROW allows the utility to provide clearance from trees, buildings and other structures that could interfere with the installation, maintenance and operation of the utility facilities. This ROW may be located in the roadway or on private property: It usually is from 6 to 12 feet wide, unless terrain, vegetation, larger utility facilities, or unusual construction obstacles require a wider easement.

RIGHTS-OF-WAY AND EASEMENTS

For Electric and Gas Distribution Facility Construction

- c. Increased usage of natural gas by existing customers

- 3) **Do utilities need government approval to build new power lines or gas mains?**
Yes. A variety of permits are needed from various governmental agencies. The Public Service Commission of Wisconsin (PSCW) reviews our request if a project exceeds \$5 million in cost.
Local road permits, Wisconsin Department of Transportation permits, Wisconsin Department of Natural Resources permits, Federal Aviation Authority permits, etc. are all required if the interests of those agencies are involved.
- 4) **Can conservation eliminate the need for power lines or gas mains?**
Yes and no. Right now, conservation helps reduce the need for new power lines, but is not eliminating all future needs. In order to eliminate the need for new utility facilities, conservation would have to be great enough to offset all the needs mentioned in questions one and two.
Conservation can reduce the number of new power lines and power plants needed because conservation makes energy use more efficient. The PSCW reviews utility plans for conservative programs in its Biennial Strategic Energy Assessment ("SEA").
- 5) **How is it decided when and where new or reconstructed utility facilities will be built?**
Our engineers use computer models of the power and natural gas systems to study the need for new utility facilities. The results help a utility decide if a new power line or natural gas main is needed or if an existing line or main should be rebuilt or relocated. In some instances the need for new or rebuilt power lines or natural gas mains becomes apparent due to insufficient capacity to meet customer requirements in an area.
- 6) **Does We Energies have the right to construct its utility facilities on my property?**
Wisconsin statutes allow us to construct our utility facilities on or along roadways with the consent of

1) What are some reasons new or reconstructed power lines might be needed?

New power lines may be needed because of:

- a. Growth in customer's average electricity use
- b. Growth in the number of customers and businesses in Wisconsin
- c. Replacement of old lines due to age of equipment
- d. Additional lines constructed from new substations needed to meet increased demand

2) What are some reasons new or reconstructed gas facilities might be needed:

New gas facilities may be needed because of:

- a. Growth in the number of natural gas customers
- b. Replacement of old pipes due to age or condition

local authorities as long as the utility facilities do not interfere with the use of the roadway by the public or with the use of the adjoining land. We usually have the option of building the distribution lines or mains and related facilities on private property or in the road right-of-way. However, if existing obstacles are in the way, the distribution line or main will be located to avoid these obstacles. If the distribution line or main is located on private property, an easement from the landowner is required. If the distribution line or main is located in road right-of-way, a permit from the municipality is required.

7) Will my trees need to be cut?

In some cases, power lines must be built along wooded areas or near existing trees. Therefore, trees in these areas need to be trimmed and sometimes removed.

In order to ensure safe and reliable power, it is important to keep power lines and above ground equipment free of any kind of interference. This means that tall-growing trees should not be placed near or under existing power lines. We maintain a regular trimming schedule to keep interference from trees to a minimum. It is important for customers to understand this requirement and cooperate with us for tree-trimming requirements.

In the case of natural gas facilities, trees or shrubs may need to be trimmed or removed for the installation and maintenance of the gas main.

In order to trim or remove trees along a roadway, the utility will obtain the consent of the owner of the tree.

8) What is an easement?

An easement is a written document that grants a permanent right to use land for a specific purpose, such as installing utility facilities to serve you and others. An easement "runs with the land" which means it stays with the property even if ownership of the property changes.

9) What can the landowner expect in the easement acquisition process?

Based on many years of experience, we developed a standard easement agreement which covers topics such as proper clearance/cover for utility facilities, restoration of the land and tree trimming. You, as a landowner, have the right to understand these issues as well as the need for distribution facilities.

To minimize impact on your property, we will make every reasonable effort to locate these facilities in setback areas that are unbuildable.

We also contact each potentially affected landowner and present the easement document.

10) What is required of the landowner in the easement document?

The easement document grants the utility the right to locate distribution facilities on the landowner's property. It also requires the landowner to keep the easement area clear to allow the utility access to these facilities for maintenance and repair. Easement area should stay clear of trees.

11) What kinds of negotiations should be expected?

While our standard easement is intended to cover normal distribution facility installations, terms or conditions may be negotiated. If the landowner has questions, we will get answers. The right-of-way agent is your contact person and your source of information.

12) Are there specific waivers of rights involved in the easement negotiation process?

For electric facilities, PSC 113.0509 gives the landowner, unless voluntarily waived by the landowner, a minimum period of five days to examine the materials we provided before signing any new or revised easement agreement. If you, as the landowner, are comfortable signing the easement agreement after reading the document and getting answers to questions, you may waive the five-day review period established under PSCW Administrative Rules.

There is not comparable code provision for gas facilities; however as a courtesy to our customers, We

Energies applies the same practice in the attainment of gas distribution easements.

13) Does the use of eminent domain enter into easement negotiation discussions?

No. We do not mention eminent domain. We will work with the landowner to negotiate a solution on location of distribution facilities.

14) Does the utility ultimately have the right to use eminent domain?

Yes. However, as a general practice, we do not use eminent domain to install electric or gas distribution facilities. Only in extremely unusual situations would we consider the use of our eminent domain rights. In those cases specific discussions with the customer regarding the exercise of those rights will occur. (We have not used eminent domain on distribution facilities in over 35 years).

For more information:

For information on a specific project, contact We Energies or the PSCW.

Contact the PSCW at:

Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854
608-266-5481

Because the PSCW does not have detailed information about every distribution project, please provide the following information when contacting them:

- Utility Name
- Project Name
- Project Location

GAS WORK REQUEST



4125355

C T V: HARRISON
 CUST/PROJ NAME: WE ENERGIES
 PROJECT LOCATION: SWEET PEA DR AND SKIPPERS LN

PREPARED BY: CODY JACOBSON
 E-MAIL: Cody.jacobson@we-energies.com
 OFFICE #: 920-360-3565 CELL #: 920-428-1141
 PROJECT ID: GPD 5401 ID #: MEU2204801
 CGS #:

TYPE OF WORK:
 GDM MAIN REPLACEMENT MAIN EXTENSION
 PAVING RELOCATION SERVICE
 OTHER

STAKING REQUIREMENTS:
 SURVEYOR STAKED
 DESIGNER NOT NEEDED YES ROW W/ 4148780

CORROSION CONTACT: JOHN HOOPER
 PHONE #: 414-221-4871

RESTORE PRIVATE PROPERTY: WE ENERGIES CUSTOMER
 RAILROAD PERMITTING/FLAGGING REQUIRED YES NO

RR NAME _____
 MAIN SIZE, MAT'L, FT _____
 4" PE, 680' TRENCH - 438'
 BORE - 254'

RELATED WR'S
 MAIN RETIREMENT WR, NA _____ FOOTAGE 0
 SERVICE REPLACEMENT WR, NA _____ NO. 0
 SERVICE RECONNECT WR, NA _____ NO. 0

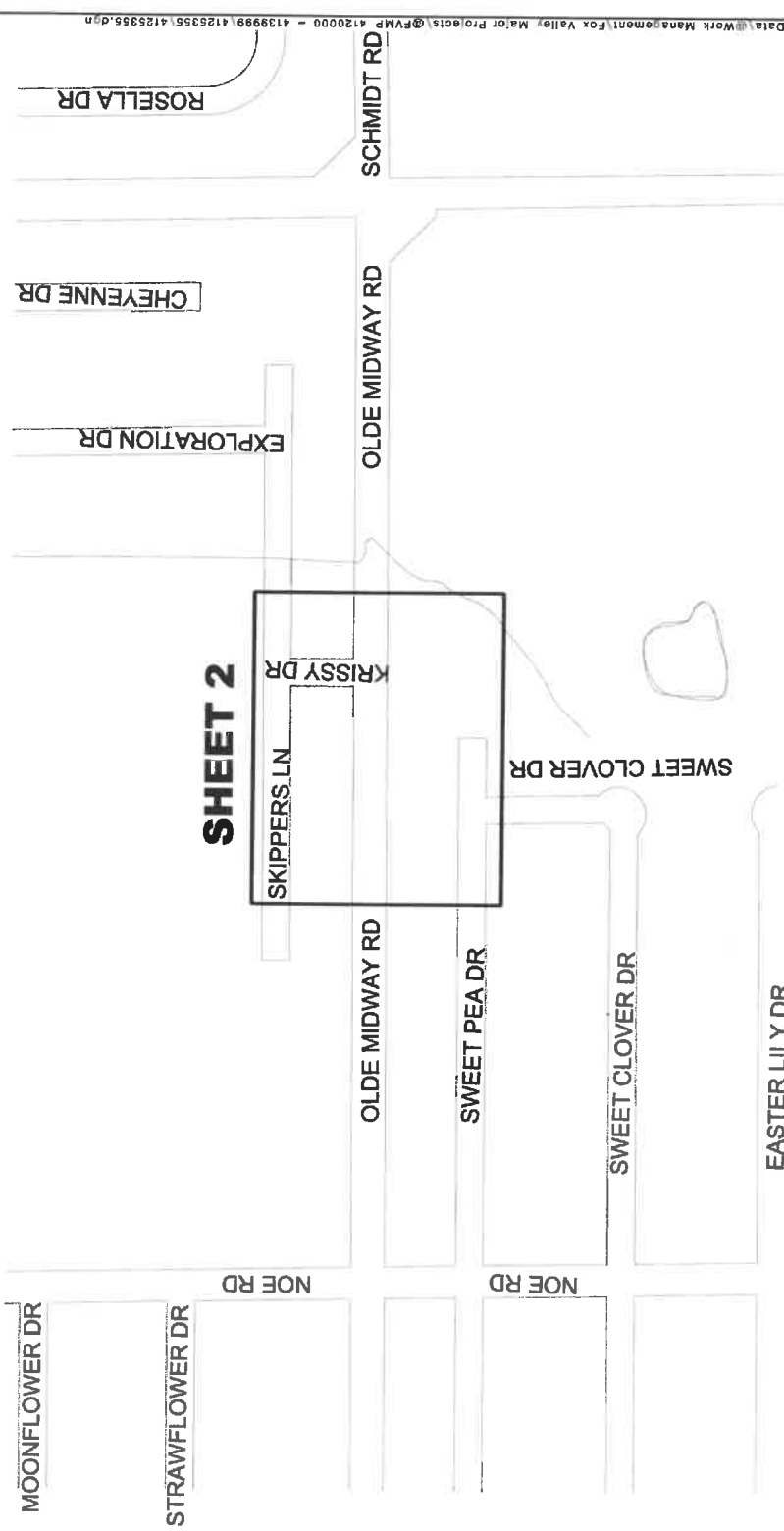
EROSION CONTROL NOTES

- IF DISTURBANCE OCCURS IN SUMMER, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED. IF DISTURBANCE OCCURS IN WINTER, TEMPORARY STABILIZATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED.
- FINAL STABILIZATION IS REQUIRED IN SPRING.
- IF DISTURBANCE OCCURS WITHIN THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE SOIL STABILIZER, TYPE A, UNLESS NOTED.
- IF DISTURBANCE OCCURS OUTSIDE THE SLOPE INTERCEPT, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.
- IF DISTURBANCE OCCURS IN AGRICULTURAL FIELDS, SOIL SEGREGATION WILL NEED TO TAKE PLACE TO RETURN FIELDS TO PRE-CONSTRUCTION SOIL STRATIFICATION AND TO PRE-CONSTRUCTION ELEVATIONS.
- DEPENDING ON THE TIME OF YEAR AND WEATHER CONDITIONS, CONSIDER USING PLATES/MATS IN WETLANDS OR CROSSING DITCHES.
- STOCKPILE MATERIALS SHALL BE PLACED UPSLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWNSLOPE OF EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
- PROJECT SPECIFIC EROSION CONTROL NOTES:

CONSTRUCTION REMARKS:

*VERIFY STATUS OF EASEMENTS WITH CHRIS FOWLER (920) 380-3415 PRIOR TO CONSTRUCTION.

- CRITICAL SAFETY RULES - GO:**
1. Confined space procedures
 2. Excavation and shoring
 3. Live gas emergency procedures
 4. Lock out - Tag out
 5. Seat belts
 6. Securing parked vehicles



SHEET 2

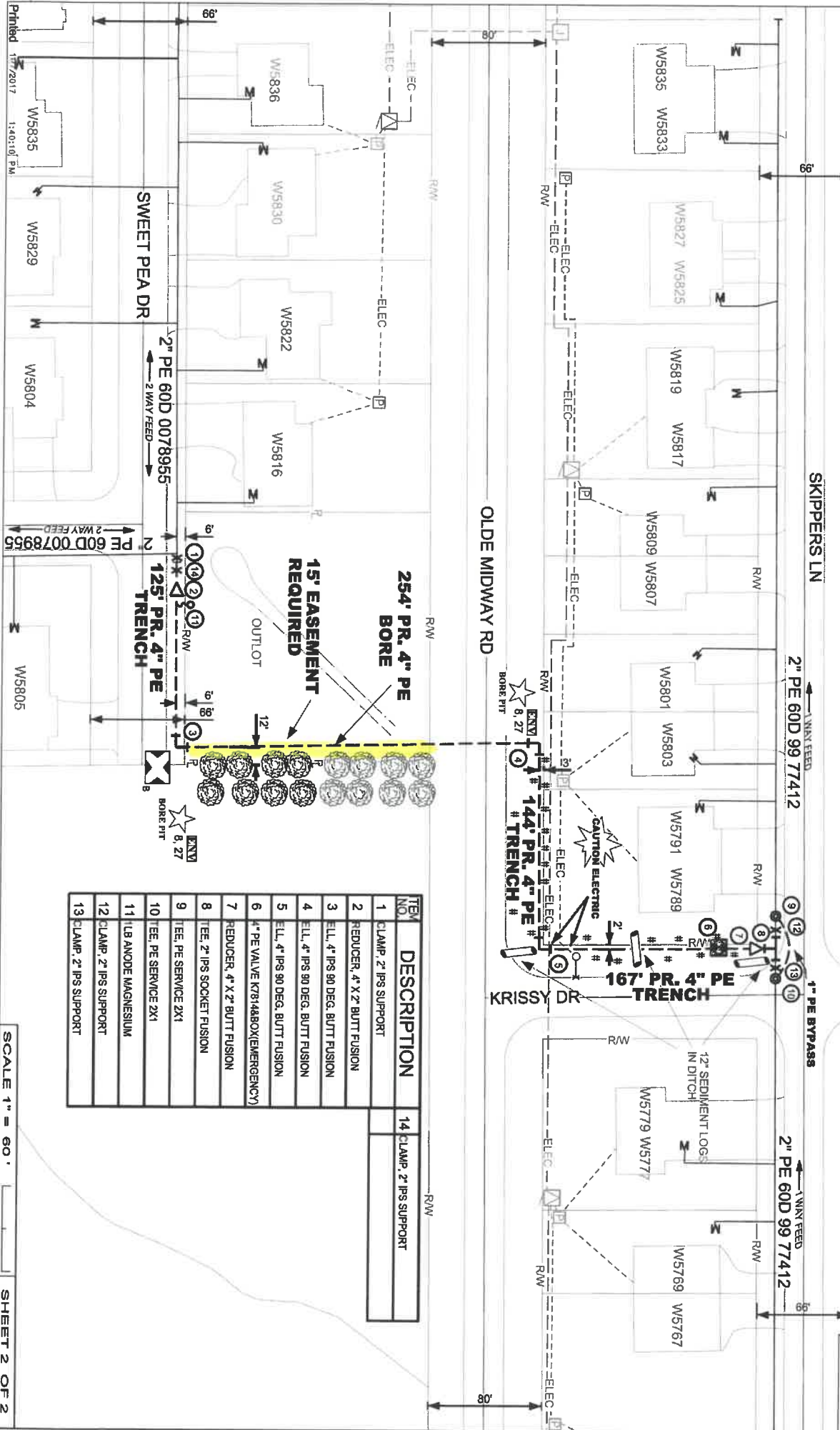
WR 4125355

REV.	DESCRIPTION	BY	DATE
0	DESIGN APPROVED FOR CONSTRUCTION	CJ	9/28/17

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GAS WORK REQUEST
4125355



ITEM NO.	DESCRIPTION
1	CLAMP 2" IPS SUPPORT
2	REDUCER, 4" X 2" BUTT FUSION
3	FILL, 4" IPS 90 DEG. BUTT FUSION
4	FILL, 4" IPS 90 DEG. BUTT FUSION
5	FILL, 4" IPS 90 DEG. BUTT FUSION
6	4" PE VALVE K78/48BOX(EMERGENCY)
7	REDUCER, 4" X 2" BUTT FUSION
8	TEE, 2" IPS SOCKET FUSION
9	TEE, PE SERVICE 2X1
10	TEE, PE SERVICE 2X1
11	1/2" ANODE MAGNESIUM
12	CLAMP, 2" IPS SUPPORT
13	CLAMP, 2" IPS SUPPORT
14	CLAMP, 2" IPS SUPPORT

SCALE 1" = 60' SHEET 2 OF 2

Printed 1/17/2017 1:40:10 PM

**DISTRIBUTION EASEMENT
GAS**

Document Number

WR NO. **4125355** IO NO. **MEU22204801**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Village of Harrison, formerly known as the Town of Harrison**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN GAS LLC, a Wisconsin limited liability company doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land, being the **East Fifteen (15) feet of Outlot 1, NW 1/4 of the NE 1/4, Section 10, T20N, R18E**, more accurately described in that particular **Quit Claim Deed** recorded as **Document Number 389496** in the Village of Harrison, Calumet County, Wisconsin in the Office of the Register of Deeds.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

010-0514-00L010A-000-0-201810-00-
1200
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

The Village of Harrison, formerly known as The Town of Harrison

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2017,

the above named _____, the _____

and _____, the _____

of the Village of Harrison, formerly known as The Town of Harrison, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Christopher Fowler on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

HARRISON OCTOBER 2017

HARRISON	821	822	824	825	826	828	829	832	834	835	836	838	839	840	TOTAL	OCTOBER	COMPLAINTS:
HOURS WORKED	10.9	6.6	11.6	9.8	10.4	4	17.7	20.7	16.7	12.5	4.4	10.8	30.3	26.3	192.7	HOURS WORKED	SUSPICIOUS VEHICLE
DAILY MILES	151	55	187	74	124	24	228	290	176	150	90	82	485	388	2504	DAILY MILES	MISSING PERSON
COMPLAINT HRS	0.9	1	4.3	1	1.2		0.3	3.9	2.4			1.4	5.6	4.7	26.7	COMPLAINT HRS	HARASSMENT
FOLLOW UP HRS	0.1							0.1					0.8	2.2	3.2	FOLLOW UP HRS	PARKING
ACCIDENT INV HRS			1	0.8			2.5						0.2		4.5	ACCIDENT INV HRS	WELFARE
ACC FOLLOW UP HRS															0	ACC FOLLOW UP HRS	RECKLESS DRIVING
AGENCY ASSIST HRS												0.5		0.2	0.7	AGENCY ASSIST HRS	THEFT
SHERIFF COMPL. INV.	2	5	4	4	2		2	6	4			1	9	7	46	AGENCY ASSIST HRS	911 HANG UP
SHERIFF FOLLOW UP	1							1					1	2	5	SHERIFF FOLLOW UP	ANIMAL
SHERIFF ASSIST							1			1				1	3	SHERIFF ASSIST	TRESPASS
REPORT ACCIDENT			1	1			1								3	REPORT ACCIDENT	HAZARD
NONREPORTABLE							1								2	NONREPORTABLE	SUSPICIOUS SITUATION
ACCIDENT FOLLOW UP															0	ACCIDENT FOLLOW UP	FRAUD
ACCIDENT ASSIST															0	ACCIDENT ASSIST	CRIME PREVENTION
AGENCY ASSISTS												1	1	1	2	AGENCY ASSISTS	DAMAGE TO PROPERTY
CITIZEN ASSIST	1														1	CITIZEN ASSIST	TRAFFIC
MOTORIST ASSIST			1											1	3	MOTORIST ASSIST	ORDINANCE
PROPERTY CHECKS						2								1	6	PROPERTY CHECKS	
ARRESTS												4			0	ARRESTS	
WARRANT ATTEMPT															0	WARRANT ATTEMPT	
TRAFFIC CITS.			1	4				2					5	1	13	TRAFFIC CITS.	OPERATE W/O VALID DL
ORD. CITS.														3	3	ORD. CITS.	OWI - 1ST
JUV ALCOHOL CITS.															0	JUV ALCOHOL CITS.	OPERATE AFTER SUSPENSION
O. W. I. ARRESTS													1	1	1	O. W. I. ARRESTS	NON REGISTERED VEHICLE
WRITTEN WARNINGS	1			1	1			2		1			7	7	13	WRITTEN WARNINGS	FOLLOWING TOO CLOSE
15 DAYS								2					1	1	3	15 DAYS	SEATBELT
PARKING CITS.												5			5	PARKING CITS.	SPEED
HOUSE ALARM													1	1	1	HOUSE ALARM	PROOF OF INSURANCE
BUSINESS ALARM															0	BUSINESS ALARM	POSSESSION OF PARAPHERNALIA
ALARM ASSIST															0	ALARM ASSIST	POSSESSION OF THC
AMB. ASSIST	1									1				1	3	AMB. ASSIST	AGENCY ASSIST:
FIRE ASSIST															0	FIRE ASSIST	FOX VALLEY METRO
															1		OUTAGAMIE COUNTY