

NOTICE OF PUBLIC MEETING

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

NOTICE IS HEREBY GIVEN that a Village of Harrison Board Meeting will be held at the Harrison Municipal Building, W5298 State Road 114, on Tuesday, September 11, 2018 at 7:00pm. The agenda is printed below.

1. Call to Order the Village Board Meeting for September 11, 2018
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
 - a) Trisha Rose (W5645 Firelane 12)- Request for Sewer and Water
 - b) Zac Wittman- Request to Annex into Sherwood
5. Swearing in Ceremony for Newly Approved Harrison Fire Rescue Members and Recognition of Members for Completing Probations
6. Service to the Community Ceremony in recognition of 08/28/18 rescue
7. 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.
8. Consent Agenda
 - a) Minutes from 08/28/18
 - b) Application for Operator's License Expiring June 30, 2019
9. Items Removed from Consent Agenda (if any)
10. Appointments
 - a) None
11. Unfinished Business from Previous Meetings for Consideration or Action
 - a) Ryford Street Extension

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Board Agenda
September 11, 2018

12. New Business for Consideration or Action

- a) Permission to Place Fence in Drainage Easement- W5805 Hoelzel Way
- b) Watermain Over Sizing Reimbursement in Kambura Acres III Subdivision
- c) Paving and Sidewalk Requirements for Proposed Hidden Pines Subdivision
- d) Authorize Fire Chief to Sell Surplus Equipment
- e) Possible Police Services Contract with Calumet County
- f) Request from WE Energies for Distribution Easements on CTH LP

13. Reports

14. Adjournment

Travis Parish

From: Trisha Rose <trishaarose@gmail.com>
Sent: Wednesday, August 08, 2018 11:54 AM
To: Travis Parish
Subject: Firelane 12 water/sewer inquiry

Good morning, Mr. Parish.

We are excited to be a part of the Village of Harrison community! We currently own a house on Firelane 12 (W5645) and heard there is potential interest by the village in doing a water study here. We, along with many other residents are very interested in having municipal water and sewer services. As the community on Firelane 12 appears to be changing with new families moving in and houses being built, I believe our water and sewer needs are changing as well. What would need to be done to get a study done and move forward with getting these services brought to Firelane 12?

Thank you so much for your time and community service.

Kind regards,

Trisha Rose

Travis Parish

From: Travis Parish
Sent: Thursday, September 06, 2018 8:04 AM
To: 'Zachary Wittman'
Subject: RE: Request

Zac,

I have reviewed your request to annex into the Village of Sherwood. Unfortunately, the Village of Harrison's policy is that it does not allowed people to detach from the Village of Harrison to annex into other communities if there is no benefit to the Village of Harrison. In this case, the Village of Harrison would end up losing tax revenue and would gain nothing in return.

The other issue specific to your situation is that you do not qualify to be annexed by the Village of Sherwood. Under State law your property would have to be contiguous to the Village of Sherwood meaning that it would need to be touching the boundary of the Village of Sherwood. In this instance, the property that you are looking at purchasing is surrounding by properties located in the Village of Harrison. It is not contiguous to the Village of Sherwood.

I hope this helps you in your decision making process before you buy the property.

Please let me know if you have any questions.

Thank You,

Travis Parish – Village Manager



W5298 State Road 114
Harrison, WI 54952
Ph: 920-989-1062
Fax: 920-989-1077
www.harrison-wi.org

From: Zachary Wittman [<mailto:zac@wittmanhughesllc.com>]
Sent: Tuesday, September 04, 2018 6:58 PM
To: Travis Parish
Subject: Request

Please See Attached.

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Thank You,

Zac Wittman

Zachary Wittman
W6035 Strawflower Drive
Appleton, WI 54915
920-470-4054
zac@wittmanhughesllc.com

September 4, 2018

Village of Harrison
W5298 Hwy 114
Menasha, WI 54952

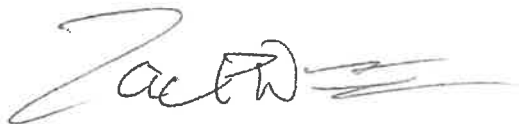
Travis Parish,

I am in the process of purchasing a home at N7871 Jurek Court, Menasha WI 54952. During this process, we have run into a few issues. One of these being the septic. In the future, I will need to replace the septic system that is currently on the property. However, there is no room on the property to install a new system. That only leaves me with the option to do sewer and water. Based on the emails that I have sent, the Village of Harrison does not have sewer and water on that room, nor is there plans to do this in the future. My only other option is to hook up with the sewer and water on State Park Road which is in the Village of Sherwood. Here in lies my problem, I am not able to do this based on the ordinance that is between Sherwood and Harrison regarding utilities.

Therefore, I am requesting that you allow me to annex this property into the Village of Sherwood when I close on this house. This will allow us to have quality water and also a new sewer system.

Please advise.

Thank you,

A handwritten signature in black ink, appearing to read 'Zac Wittman', with a horizontal line underneath.

Zachary Wittman

**VILLAGE OF HARRISON
BOARD OF REVIEW MEETING MINUTES
08/28/2018**

A regular meeting of the Village of Harrison Board was called to order on Tuesday, August 28, 2018 at 7:00pm in the Harrison Municipal Building, W5298 State Road 114. After the Pledge of Allegiance was recited, roll call was taken.

Board present: President Jim Salm, Trustees Joe Sprangers, Buddy Lisowe, Tyler Moore, Kevin Hietpas, Gary Nickel
Board excused: Trustee Tamra Nelson
Staff present: Clerk Jennifer Weyenberg, Public Works Director Bob Kesler, Planner Mark Mommaerts

Correspondence or Communications from Board and Staff

Trustee Lisowe was contacted by resident M. Warner about a ditch that hasn't been maintained. The property owner hasn't been willing to meet with neighbors to discuss.

Public Comments

None

Consent Agenda

Payment of Bills and Claims; Minutes from 07/10/18 and 07/31/18; Discharge of Firearms Application for Don Mielke on corner of State Park Rd and Mielke Rd

Discussion: None

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

Vote: Motion carried 6-0.

Items Removed from Consent Agenda

None

Unfinished Business from Previous Meetings for Consideration or Action

a) Ryford St. Extension

Discussion: This item was postponed from the July meeting in order for staff to get a timeline for development from the adjacent property owners. The developers of the property to the north expect to begin next spring. The property owners to the east could not be reached. The \$34,000 needed for this project has not been budgeted for. The board members asked where the dollars would come from in the budget.

Motion: President Salm with second by Trustee Lisowe to put this on the next agenda.

Vote: Motion carried 6-0.

New Business for Consideration or Action

a) Accept Roadways in Kimberly Heights Subdivision

Discussion: The roadways must be accepted in order for building permits to be issued. The contractor responsible for the construction of the roads did not get the proper approvals from

the village; however, the public works department did a proof roll on 08/28/18 and there were no issues. Temporary asphalt binder will be constructed by the end of September and concrete paving is planned for 2020 or 2021 so there is time to see how the roadway will function.

#1 Motion: Trustee Moore with second by President Salm to approve Mulholland Drive, Varsity Lane, and Jones Way (between Mulholland and Varsity Lane).

Vote: Motion failed 3-3 with Trustees Sprangers, Nickel and Lisowe opposed.

#2: Motion: Trustee Lisowe with second by Trustee Sprangers to accept Mulholland Drive, Varsity Lane, and Jones Way (between Mulholland Dr & Varsity Lane) and require a 3-year escrow from the developer in an amount determined by the village engineer to rebuild Varsity lane if there is failure.

Discussion: None

Vote: Motion carried 6-0.

b) Approve Fence in Harrison Utilities Sewer and Water Easement on Chrystella Dr

Discussion: The property owner at 2908 Chrystella Dr is requesting to place a fence within a utility easement granted to Harrison Utilities.

Motion: Trustee Lisowe with second by Trustee Nickel to approve the request.

Vote: Motion carried 6-0.

c) Request to Place Fence in Drainage Easement- N9108 Kernan Ave

Discussion: The property owner is requesting permission to place a 4-ft high, chain link fence in a drainage easement along the rear of the property.

Motion: Trustee Nickel with second by Trustee Hietpas to approve the request provided the village receives a signed copy of the agreement.

Vote: Motion carried 6-0.

d) Resolution V2018-18 Requesting Darboy Sanitary District Extend Sewer & Water Service in the Village of Harrison

Discussion: The village has received requests from current property owners in the Highline Rd/Hwy 55 area for sewer and water service. It has been determined that an extension of sanitary sewer and water mains is needed to provide service.

Motion: Trustee Lisowe with second by Trustee Hietpas to approve the resolution.

Vote: Motion carried 6-0.

e) Request to Assess Street Improvements in Kambura Acres III Subdivision

Discussion: The developer is asking that the village special assess the final street improvements rather than having him hold an escrow to cover the costs. A similar agreement was made with the developers of Kimberly Heights.

Motion: Trustee Lisowe with second by Trustee Nickel to deny the request of having the village complete the work and assess the finished street improvements. The developer will be given that option on future projects.

Vote: Motion to deny carried 5-1 with Trustee Hietpas opposed.

f) Approve \$1.00/hr wage increase for Grant Laue, Harrison Utilities, for obtaining Municipal Waters Operator Certification

Discussion: The past practice of Waverly Sanitary District was to give a \$1.00/hr raise to an employee that passes the exam.

Motion: Trustee Nickel with second by Trustee Sprangers to approve the wage increase.

Vote: Motion carried 6-0.

g) Approve bid for the installation of storm sewer for Farmers Field in the amount of \$166,500.00

Discussion: The village has graded Farmers Field for construction of two soccer fields. This project has been in conjunction with the Blackoak Street project. In order to complete the fields, a stormwater pond needs to be constructed and storm sewer installed. The village would need to use undesignated funds to cover the costs.

Motion: Trustee Moore with second by Trustee Lisowe to approve the bid with Kruczek Construction for the installation of storm sewer in Farmers Field in the amount of \$166,500.

Vote: Motion carried 5-1 with Trustee Sprangers opposed.

Reports

a) Calumet Co. Sheriff's Department- not included

b) Zoning Permits- 19 residential permits were issued in July. 4 of those were for single-family homes.

c) Harrison Fire Rescue- responded to 36 calls in July. Members trained on the administration of aspirin for medical emergencies.

d) Treasurer's Report- on file.

There being no other business, a motion was made by Trustee Moore with second by Trustee Lisowe to adjourn the meeting at 8:15pm. Motion carried 5-1

Jennifer Weyenberg, Village Clerk

Dated August 28, 2018

Approved September 11, 2018



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: Baugnet First Name: Penny Middle I: L
Street Address: 424 W. Spring St. City: Appleton Zip: 54911
Day Phone: (906) 231 0155 Evening Phone: _____
Date of Birth: _____ Where will you be working?: Blu Sapphires
Driver's License Number: _____

Do you currently hold or have held an operator's license within the last 2 years? YES / NO

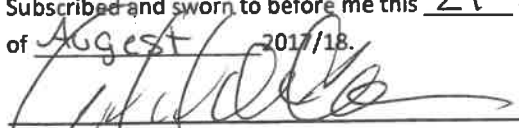
If yes, please list the municipality which issued your license: Menasha, Wisconsin

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
no proof of insurance	Winnabago ?	July 2018

WITNESS SIGNATURE:

Subscribed and sworn to before me this 21 day
of August 2017/18.



Witness Signature

Witness Address: W7151 N. S 10
Menasha, WI

X Penny Baugnet 8/21/18
Applicant Signature Date

Office Use Only: \$25.00

Reported to the Board: _____

Background Check

Course Completion



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: 8/31/2018

Report Date: 8/31/2018

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

Name: BAUGNET, PENNY L

Date of Birth:

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

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

September 11, 2018

Title:

Ryford Street Extension

Issue:

Should the Village Board authorize staff to enter into an agreement for professional services with McMahon Associates to engineer the extension of Ryford Street?

Background and Additional Information:

This item was postponed from the August meeting in order to look into how to pay for the project.

Previous memo...Staff asked the Village engineer, McMahon Associates, to look into the design and permitting of a stream crossing for Ryford Street extending east from the Kambura Acres subdivision. The street layout is planned to follow the sewer and water main design as part of the sanitary lift station #6 project. The street extension will allow continued development to the east and north and will allow vehicular and pedestrian connection between the subdivision developments. At this time it is unknown what type of structure (e.g. bridge, concrete box culvert, corrugated metal culvert, etc.) will be required to cross the stream. The intent is to determine what type of crossing is needed and obtain DNR permits for future construction. The engineer's estimate is the DNR permitting will take up to 6 months once the topographic, street design, and floodplain analysis is complete.

Staff spoke with the developers of the property north of Kambura Acres, their timeline for a residential subdivision is to perform design work and seek approvals over the winter with construction to start next spring. Staff has not yet contacted the new owners to the east. The easement necessary to extend sewer & water to the north and east has not yet been signed by the new owners.

Budget Impacts:

\$34,000 total (\$6,000 for topographic survey, \$6,000 for street design, \$18,000 for floodplain analysis, \$4,000 for permit application), this has not been budgeted. The street is planned to follow the sewer & water main design as part of the sanitary lift station #6 project.

There are no budgeted funds for this project for 2018. Options include 1) using undesignated funds, 2) rolling it into the loan for the lift station project, 3) using loan money from the Schmidt Road bridge project, or 4) delaying the project and budgeting it for 2019.

Recommended Action:

Staff recommends proceeding with the project, either this fall if funds can be obtained or next spring as part of the 2019 budget. Costs may vary for 2019 work.

Attachments:

- Agreement for Professional Services

Village of Harrison
Attn: Mark Mommaerts, AICP
W5298 Hwy 114
Menasha, WI 54952

Date: July 13, 2018

McM. No. M0032-9-18-00002

PROJECT DESCRIPTION:

The Village of Harrison desires to extend Ryford Street to the east approximately 650 feet. The new street will cross a navigable stream that is tributary to Lake Winnebago. A new culvert structure will need to be sized and installed to cross the stream. The purpose of this proposal is to provide services for designing the new street, conducting a floodplain analysis and preparing the Wisconsin Department of Natural Resources (DNR) Municipal Transportation permit related to the project. The floodplain analysis will start approximately 1,000 feet upstream of the proposed stream crossing and will extend approximately 200 feet downstream of the STH 114/USH 10 box culvert.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this project:

Topographic & Boundary Survey

- Research public records for previous property surveys and property deeds listed in the tax roll.
- Field survey and monument the proposed street right-of-way.
- Draft a property survey map of our field survey in accordance with WI. Administrative Code A-E 7 Minimum Standards for Property Surveys.
- Contact Diggers Hotline for field location of public utilities.
- Perform a topographic and location survey of property to extend from the centerline of proposed street and extending approximately 20 to 30 feet past right-of-way.
- Prepare AutoCAD base drawing to include property lines and topographic survey information

Street Design

- Coordination with public utility companies at initial project conception and completion of final plans. Coordination will consist of notifying utilities about the project, requesting information concerning existing utility locations, and requesting the proposed work plan for making modifications to their facilities which may be required to accommodate the proposed project.
- Meet with Town staff, when necessary, to review and discuss the engineering design and project.
- Prepare construction plans in accordance with Village requirements. The plans will consist of the following:
 - ▶ Title Sheet
 - ▶ General Notes & Erosion Control Plan
 - ▶ Horizontal Alignment & Survey Control Sheet
 - ▶ Plan and Profile Sheets
 - ▶ Miscellaneous Details Sheets
- Prepare an opinion of probable cost for the project.

SCOPE OF SERVICES:

Floodplain Analysis

- Perform supplemental topographic and location survey along the stream corridor, including:
 - ▶ Cross-sections of stream channel (centerline, top of banks & toe of banks) at 10 to 11 locations along creek. This work is scheduled during late fall\winter season for 'leaf-off' conditions.
 - ▶ Locate existing STH 114/USH 10 box culvert, including dimensions and material.
 - ▶ Establish benchmarks, horizontal control points and vertical control points.
 - ▶ Take photographs of waterway for floodplain analysis and permit applications.
- Create 1 foot contour base map that incorporates topographic survey information with Calumet County LIDAR information for floodplain analysis.
- Conduct field investigation of waterway, including review of topographic and aerial mapping.
- Prepare hydrologic models in accordance with NR 116 to determine regional flood flow discharge for waterway under study. The 25 and 100-year storm events will be evaluated. Since no gauging station is present, the following two techniques will be utilized:
 - ▶ TR-55 (HEC-HMS or XP-SWMM)
 - ▶ USGS empirical regression equations.
- Prepare hydraulic model in HEC-RAS for the existing condition.
- Evaluate hydraulic model in HEC-RAS for proposed condition(s).
 - ▶ Evaluate up to three proposed culvert sizes/materials/end treatments.
 - ▶ Discuss results and select culvert size/material/end treatments for permitting.
- Prepare final proposed hydraulic model in HEC-RAS for the proposed culvert as selected by Owner.
- Prepare Floodplain Analysis Report to summarize the hydrologic & hydraulic analysis in accordance with NR 116 requirements. Report will include 100-year floodplain maps for the existing and proposed conditions.

Permit Applications

- Contact Wisconsin DNR transportation liaison to coordinate project permitting.
- Prepare and submit Municipal Transportation General Wetland & Waterway Permit (GP) to Wisconsin DNR, including the following supporting documents:
 - ▶ WRAPP Form
 - ▶ Project Narrative
 - ▶ Site maps / Photographs
 - ▶ Construction Plan Sheet
 - ▶ Wetland Practicable Alternatives Analysis
 - ▶ Culvert Sizing Worksheet(s)

Items Not Included In The Scope Of Services:

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Stormwater management design and permitting (may be needed depending on final project length).
- Sanitary sewer & water main design.
- Pavement design.
- FEMA submittals.
- Wetland delineations/determinations.
- Archaeological, historical, endangered/threatened species investigations or reports.
- Soil borings, slope stability, geotechnical, groundwater and environmental site investigations.
- Surveys, plats, certified survey maps, easements and legal descriptions including roadway dedication.
- Bidding and construction services (may be provided upon request).

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- Permission to access the property for site investigations and topographic survey.
- Fees and signatures associated with required permit applications.

The Village of Harrison agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule – Time & Expense
 - ▶ Topographic Survey\$6,000
 - ▶ Street Design\$6,000
 - ▶ Floodplain Analysis\$18,000
 - ▶ Permit Applications\$4,000

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as mutually agreed upon by the Owner & McMahon Associates, Inc.

ACCEPTANCE:


The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

VILLAGE OF HARRISON
Wisconsin

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: _____
(Authorized Signature)

By: 
Lee R. Reibold, P.E.

Title: _____

Title: Associate / Project Engineer

Date: _____

Date: July 13, 2018

Please Return One Copy For Our Records
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
PH 920-751-4200 ■ FX 920-751-4284 ■ WWW.MCMGRP.COM

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

September 11, 2018

Title:

Agreement to Place Fence in Drainage Easement – W5805 Hoelzel Way

Issue:

Should the Village Board approve the placement of a fence in a drainage easement?

Background and Additional Information:

The property owner at W5805 Hoelzel Way is requesting permission to place a white, vinyl fence within a drainage easement along the side (east side) of the property. The property is Lot 44 of the Parker Farms 2 subdivision. There is a 15-foot drainage easement along the east side of the property. There is a storm inlet in the front (northeast) corner of the property. The main purpose of the easement was to increase the side yard setback to allow for better lot grading between the two subdivisions. The purpose of the fence is to provide an enclosed area of the back yard.

The zoning ordinance requires approval from the easement holder prior to issuance of a zoning permit for the fence. In this case, the Village Board must decide if a fence is allowed in the easement as it is a drainage easement.

Budget Impacts:

None

Recommended Action:

If a fence is approved within the easement, staff recommends that the standard Permission to Occupy Drainage Easement Agreement be signed and recorded with the Calumet County Register of Deeds prior to a fence permit being issued.

Attachments:

- Request Letter with Site Plan
- Subdivision Plan
- Draft Agreement

Mark Mommaerts

From: Tracy Rank <ranktracy@gmail.com>
Sent: Tuesday, September 04, 2018 1:59 PM
To: Mark Mommaerts
Subject: Request for Board approval for fence

Good Afternoon Mark,

Per our phone conversation, we would like to be included on the September 11th Board Agenda to request Board approval for installation of a fence at W5805 Hoelzel Way. We are scheduled to close on this property on September 12th. Please see the submitted fence drawing showing the fence would not extend into the front yard where the storm drain is located. We were not made aware of this easement at the time of offer by the builder and we did specifically ask if there was an easement.

Thank you,
Chris and Tracy Rank
(920) 475-9890

Proposal



PEACE OF MIND

W4480 WEGE RD.
 APPLETON, WI 54913
 PH. (920) 750-7676 www.valleycustomfence.com

OFFICE USE ONLY

DATE: 8/27/18		THIS PROPOSAL EXPIRES IF NOT SIGNED AND RETURNED WITHIN <u>30</u> DAYS	
PROPOSAL FOR (NAME): Chris & Tracy Rank		CONTACT: Tracy	
STREET: W5805 Hoelzel Way		JOB LOCATION:	
P.O. BOX:			
CITY, STATE, ZIP: Appleton, WI 54915			
TELEPHONE: WORK-		HOME-	
FAX:	MOBILE: (920) 475-9890	E-MAIL: ranktracy@gmail.com	

COMMERCIAL SPECIFICATIONS

Wire.....	End Post.....	Corner Post.....	Line Post.....
Top Rail.....	Gate Post.....	Barbed Wire....	Drive Set.....
Tension Wire....	Bottom Rail.....	Mid Rail.....	Concrete Set...

- **OWNER'S RESPONSIBILITY****
- | | | |
|--|--|--|
| <ol style="list-style-type: none"> 1. LOCATE YOUR PROPERTY LINES 2. SECURE FENCE PERMIT IF NEEDED 3. CHECK LOCAL ORDINANCES 4. LOCATE PRIVATE UNDERGROUND UTILITIES (i.e. pool lines, sprinklers etc.) | <p>Job scheduling process commences AFTER receipt of signed contract or Purchase Order.</p> | <p>50% Down Payment required to get on Job Schedule</p> |
|--|--|--|

A) Valley Custom Fence will furnish and install 138' of 4' high Monticello white polyvinyl fence including one (1) - 4' wide single gate and one (1) 8' wide double gate. All posts set in concrete 4' deep.

Total = \$5268.00
 Cash or check discount = \$5078.00

~~B) Valley Custom Fence will furnish and install 138' of Monticello white polyvinyl fence with 26' at 4' high including one (1) - 4' wide single gate and one (1) - 8' wide double gate, and 112' at 6' high. All posts set in concrete 4' deep.~~

~~Total = \$6038.00
 Cash or check discount = \$5820.00~~

TERMS OF PAYMENT: 1/2 Down Payment, balance upon completion

This Proposal presented on behalf of VCF by:

J. B. Mats

Acceptance of Proposal

The above prices, terms and specifications together with the **TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF WHICH THE UNDERSIGNED HAS READ** are hereby accepted and agreed.

Please sign and return ONE copy	Signature:	
Date Signed: 20__	If signed in a representative capacity, complete reverse side information.	

TERMS AND CONDITIONS

1. **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, VALLEY CUSTOM FENCE, LLC. (VCF), HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO VCF, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. VCF AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
2. Prior to commencement of work by VCF in accord with this Proposal, it shall be the owner's sole responsibility to accomplish the following:
 - a. Obtain all applicable government zoning and building permits.
 - b. Establish and mark property lines and location of fence.
 - c. Locate and mark all private underground utilities.
 - d. Determine that the proposed fence complies with all applicable governmental ordinances and any private restrictions or covenants affecting Owner's land.
 - e. Remove obstructions of any nature, which in any manner interfere with the installation of the proposed fence.
3. In submitting this Proposal, VCF assumes that there are no underlying rocks or debris on the property. Should any such conditions be encountered, the Owner will be notified and charged in addition to the total price the cost of any necessary labor and materials at current rates for such extra labor and/or materials.
4. The entire cost is payable in full on the date of completion. You agree to pay a DELINQUENCY CHARGE in addition to the total cost if we are not paid in full within ten (10) days of the completion date. The delinquency charge will be calculated at the rate of one percent (1%) per month on the unpaid balance of the purchase price. This delinquency charge is equivalent to an annual charge of twelve percent (12%). The delinquency charge will continue to be assessed each day that there remains an outstanding balance on your account calculated as aforesaid.
5. If this Proposal has been accepted by a married individual Wisconsin resident, this agreement is made in the interest of his marriage and family.
6. If the person signing the Acceptance of this Proposal is doing so in a representative capacity on behalf of a partnership or corporation, such signatory person warrants and certifies as follows:
 - a. The true and correct name of the corporation or partnership is: _____.
 - b. The title of the signer is: _____.
 - c. The signatory person has been authorized by appropriate action of the partnership or corporation to accept this Proposal.
7. Other: (If blank, none assumed).

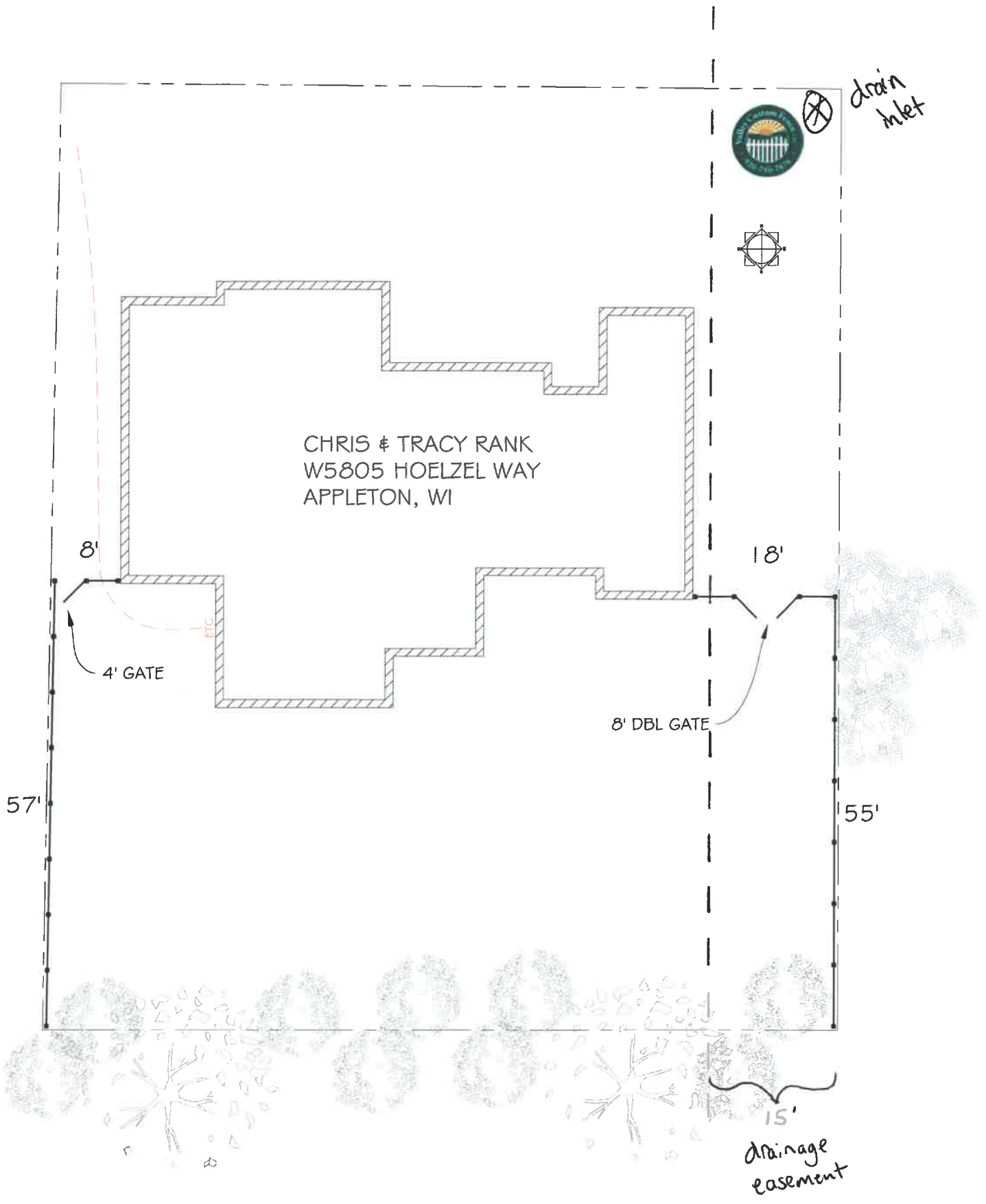
FOR OFFICE USE ONLY

OBSTRUCTIONS _____

GRADE _____

PROPERTY LINE _____





CHRIS & TRACY RANK
W5805 HOELZEL WAY
APPLETON, WI

57'

8'

4' GATE

ETC

18'

8' DBL GATE

55'

15'

drainage
easement



drain
inlet

VILLAGE OF HARRISON
CALUMET & OUTAGAMIE COUNTIES, WISCONSIN

Permission to Occupy Drainage Easement Agreement

This agreement is entered into by and between the Village of Harrison, Calumet & Outagamie Counties, hereinafter referred to as "Village" and Chris & Tracy Rank, hereinafter referred to as "Owner", owners of property described as Lot 44 of Parker Farms 2, being All of Lot 3, Certified Survey Map No. 3499, being part of the Northeast ¼ of the Southeast ¼, and all of Lot 2, Certified Survey Map No. 3464, being part of the Northwest ¼ of the Southeast ¼ and Southwest ¼ of the Southeast ¼ of Section 3, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, located at W5805 Hoelzel Way.

This agreement authorizes the Owner to place a white, vinyl fence, hereinafter referred to as "Improvement", within the recorded drainage easement on their property subject to the following provisions and/or conditions:

1. The Owner agrees that if the Village determines that stormwater runoff is impeded or obstructed at any time because of the Improvement, then the Village may order the Owner to remove such Improvement and return the property grades/elevations to that of the approved grading/drainage plan. If the Owner fails to comply, the Village may cause removal of the Improvement and shall place the cost on the property tax bill as a special assessment.
2. The Owner agrees to remove the Improvement upon reasonable notice from the Village that work needs to be completed within the easement area or that access needs to be obtained through the easement area.
3. In case of emergency, the Village may remove the Improvement without giving notice to the Owner.
4. The Village is not responsible for any damage done during removal.
5. The Village will not replace the Improvement for any reason or reimburse Owner for removal of Improvement.
6. The Owner agrees to maintain the drainage easement, including but not limited to mowing and removal of debris, on both sides of the Improvement.

Return to:
Village of Harrison
W5298 Hwy 114
Menasha, WI 54952

Parcel No.(s): 131-0701-000440A-000-
0-201803-00-4200

This Agreement shall be binding upon the owner, its successors, assigns, and heirs, until such time as the Improvement is removed and the easement is restored to its original state.

The rest of this page left blank intentionally.

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

September 11, 2018

Title:

Request for reimbursement for over size watermain in Kambura Acres III Subdivision

Issue:

Should the Village Board pay for watermain over sizing in the Kambura Acres III subdivision?

Background and Additional Information:

The developer of the Kambura Acres III subdivision is requesting that the Village pay for the watermain over sizing, the difference of a 10” pipe from an 8” pipe, within the subdivision. The developer states that the 10” watermain is needed to accommodate future developments and also to lessen volume loss due to friction according to the subdivision engineer. The subdivision engineer is also the engineering firm for Harrison Utilities (f/k/a Waverly Sanitary District).

Harrison Utilities adopted an ordinance in 2004 stating that Harrison Utilities will assume all costs relating to the over sizing of water and sanitary sewer mains exceeding 10”.

Budget Impacts:

The developer is requesting \$6,735 for over sizing. (\$2,985 due to increase pipe size and \$3,750 due to increase valve size)

Recommended Action:

Staff recommends the Village Board follow the existing ordinance for over sizing. If the Board wishes to grant the request, the Board must first amend the over sizing ordinance.

Attachments:

- Ordinance 39 & 40
- Email correspondence



WAVERLY SANITARY DISTRICT

Ordinance No. 39, Series 2004

Ordinance Creating Cost Share Procedure For Water and Sanitary Sewer Main Over Sizing

WHEREAS, the Waverly Sanitary District, established 1972 and became operational 1984, has experienced substantial growth requiring the review of existing procedures and the creation of additional procedures.

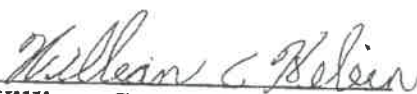
NOW, THEREFORE, be it ordained by the Waverly Sanitary District Board of Commissioners as follows:

The Waverly Sanitary District will assume all costs relating to the over sizing of water and sanitary sewer mains exceeding ten (10) inches when certain situations and/or developments warrant.

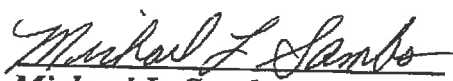
Date introduced, approved, and adopted:

May 12, 2004.

(No Corporate Seal)


William C. Helein
Commission President


Laurie J. Fulcer
Commissioner


Michael L. Sambs
Commissioner

Number voted for: 3
Number voted against: 0

WAVERLY SANITARY DISTRICT

Ordinance No. 40, Series 2004

AN ORDINANCE AMENDING ORDINANCE NO. 39, SERIES 2004 REFLECTING THE WAVERLY SANITARY DISTRICT COST SHARE PROCEDURE FOR WATER AND SANITARY SEWER MAIN OVER SIZING

WHEREAS, *the Waverly Sanitary District has in existence the cost share procedure for water and sanitary sewer main over sizing heretofore established by Ordinance No. 39, Series 2004 dated May 12, 2004; and,*

WHEREAS, *the Waverly Sanitary District desires to amend the current procedure by including a specified time-frame for the water and sanitary sewer main over sizing cost payment/reimbursement.*


NOW, THEREFORE, *be it ordained by the Waverly Sanitary District Board of Commissioners as follows:*

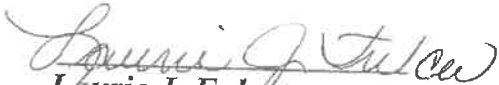
The water and/or sanitary sewer main over sizing cost share payment from the Waverly Sanitary District will be issued within thirty (30) days of project completion and acceptance by the Board of Commissioners.

Date introduced, approved, and adopted:


September 15, 2004.

(No Corporate Seal)


William C. Helein
Commission President


Laurie J. Fulcer
Commission Secretary

Number voted for: 3
Number voted against: 0


Michael L. Sambs
Commissioner

Mark Mommaerts

From: Mary Jo Miller <maryjom@martenson-eisele.com>
Sent: Thursday, August 23, 2018 8:49 AM
To: Travis Parish
Cc: Mark Mommaerts; Michael S Siewert
Subject: FW: Kambura Acres Phase III, Village of Harrison
Attachments: WSD Oversizing Ordinance 2004.pdf

Hello Travis. What are your thoughts on the conversation below? Bud is requesting that the Village pay for the additional cost for the 10" watermain and valves. Current attached WSD Ordinance indicates that the Village pays oversizing costs when the mains exceed 10 inches. Have you had any previous discussions with Bud regarding this? Please email, or call me at (920) 731-0381 to confirm what you would like me to relay to Bud. Thanks.

Mary Jo Miller, P.E. CPESC
Project Engineer III
maryjom@martenson-eisele.com



Visit us at www.martenson-eisele.com

And Like us on  and 

1377 Midway Road, Menasha, WI 54952
Phone 920-731-0381 Fax 920-733-8578

This information contained in this email is for the person or entity to which it is addressed and may be privileged or confidential. If you receive this transmission in error, please notify the sender and delete the message and any attachments. Thank you for your cooperation.

From: Cathy Girdley <cgirdley@harrisonutilities.org>
Sent: Thursday, August 23, 2018 8:21 AM
To: Mary Jo Miller <maryjom@martenson-eisele.com>
Cc: Michael S Siewert <mikes@martenson-eisele.com>; Travis Parish <TParish@harrison-wi.org>
Subject: RE: Kambura Acres Phase III, Village of Harrison

Good Morning Mary Jo – As far as I am aware these ordinances are still in effect and have not been amended. But as I reviewed Bud Rusch's email, he is referring to an increase from a 8" to a 10" – whereas Ordinance #39 specifically states the District would assume all costs related to mains exceeding 10".

And as I just re-read your email – you already know that! If there is anything else – don't hesitate to contact me. Thanks Mary Jo.

Catherine M. Girdley
Office Manager
Harrison Utilities
(920) 731-0002
cgirdley@harrisonutilities.org

From: Mary Jo Miller [<mailto:maryjom@martenson-eisele.com>]
Sent: Wednesday, August 22, 2018 3:26 PM
To: cgirdley@harrisonutilities.org; Cathy Girdley
Cc: Michael S Siewert; Travis Parish
Subject: FW: Kambura Acres Phase III, Village of Harrison

Hello Cathy. Please see the attached Waverly Sanitary District Ordinance No. 39 and 40 from 2004. Will you please let me know if this ordinance is still in effect, or if it has been amended by anything more recent? The ordinance states that WSD will assume costs related to oversizing of water and sanitary sewer exceeding 10 inches.

I am looking for this information in order to address the email from Bud Rusch below regarding the oversized 10-inch watermain within Kambura Acres.

Thank you!

Mary Jo Miller, P.E. CPESC
Project Engineer III
maryjom@martenson-eisele.com



Visit us at www.martenson-eisele.com

And Like us on  and 

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From: bud rusch <budrusch@sbcglobal.net>
Sent: Tuesday, August 21, 2018 11:03 AM
To: Mary Jo Miller <maryjom@martenson-eisele.com>
Subject: Re: Kambura Acres Phase III, Village of Harrison

As we discussed during our phone conversation this morning, I believe the Village should pay for the differing costs on the watermain installation. When we go from an 8" diameter to a 10" (items 12 and 13), the difference is \$3.00 per LF times 995 feet, or \$2,985. The valves for the 10" (item 15) are \$2,400 each compared to the 8" (item 14) at \$1,650 each. The difference of \$750 each times 5 valves equals \$3,750. The \$2,985 and \$3,750 adds to \$6,735 which I believe should be the Village's expense.

Bud

On Tuesday, August 21, 2018 9:00 AM, Mary Jo Miller <maryjom@martenson-eisele.com> wrote:

Please see the attached. It shows how the Village costs are calculated for the Kambura Acres Phase III project as you requested in your email dated August 19, 2018. If you have additional questions or comments, please let me know.

Mary Jo Miller, P.E. CPESC
Project Engineer III
maryjom@martenson-eisele.com



Visit us at www.martenson-eisele.com

And Like us on  and 

1377 Midway Road, Menasha, WI 54952
Phone 920-731-0381 Fax 920-733-8578

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VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

September 11, 2018

Title:

Paving and Sidewalk Requirements for Proposed Hidden Pines Subdivision

Issue:

Should the Board allow asphalt streets and sidewalks on only one side of the road in the proposed Hidden Pines subdivision?

Background and Additional Information:

The developer for a proposed subdivision is requesting that the new subdivision street be paved with asphalt rather than concrete. The developer is also requesting that sidewalks only be constructed on one side of the street rather than both. Please see the attached letter from the developer for more information on the request.

Currently, the Village has a policy that all new subdivision streets will be paved in concrete. The Village requires by ordinance that all new subdivision streets have sidewalks in accordance with the specifications manual, which includes sidewalks on both sides of a street.

Budget Impacts:

None

Recommended Action:

Staff recommends that current policy of concrete streets for new subdivisions and sidewalks on both sides be maintained for the Hidden Pines subdivision.

Attachments:

- Letter from developer, with maps

September 3, 2018

Village Harrison

Mark Mommaerts

Re: Street Paving and Sidewalks for Hidden Pines Subdivision

Mark,

I would request that this letter be presented to the village board for consideration at the September 25, 2018 Board Meeting.

As the developer of Hidden Pines Subdivision, LouMar Properties, LLC proposes to provide/fund the installation of concrete curb & gutter, asphalt road, and concrete sidewalk on the east side of the new road. Part of our planning process is working with perspective buyers for the future lots, both individuals and builders. As we move forward with planning and budgeting, it is imperative that we know if this paving proposal is acceptable to the village.

Hidden Pines is proposed to be a 6-Acre (partially wooded), 9-lot residential addition/connection between three existing subdivisions. Woodland Estates, Papermaker Pass and Oakwood Estates. Each of them currently has asphalt paved roads, and only Papermaker pass has sidewalks. While I do understand that the village has recently been introducing concrete street paving, I believe that given the fact that all of the surrounding areas are asphalt paved, it makes good sense to maintain consistency with regard to paving for the remaining future streets in the immediate area. The recent Development Agreement approval for Kambura Acres III is an example where Asphalt roads were accepted, which makes sense to continue an existing development with "like" pavement. Additionally, in this area where traffic volume is low and heavy vehicle traffic is minimal, the life span of asphalt paving should be sufficient.

If concrete roads are going to be required, we will be looking to work with the village to install the roads and do assessments to individual property owners at a later date. According to the developer and builders in Kimberly Heights Subdivision, this process has proven to be a deterrent to potential home buyers. In part, there appears to be uncertainty regarding the future assessment amount. Again, it is our belief that for sake of consistency and simplification with our small development, it would be a logical approach for the village to permit us to install/fund asphalt paving.

(Please see attached map for reference)

As 14-year residents in the Woodland Estates Subdivision in the Town of Harrison – going through the evolution of the village of Harrison, my wife and I have seen many changes over the years. Many aspects of the transformation have been good, while some others have been questionable. In some regards, I feel that the village has made a dramatic swing from Rural to Urban...bypassing the happy medium, that being Suburban. A large part of our motive for pursuing this development (investing in our community) is to help preserve some of that natural rural/suburban feel, of which makes Harrison a very desirable area in the Fox Valley. We feel that there is more that attracts home buyers to this area than simply being in the Kimberly School District. We're not a large developer looking to come in and flatten all the existing landscape in an effort to maximize the amount of lots and maximize profit. As it turns out, we have learned that this same guidance is also part of the village's Code of Ordinances.

Sec. 115-53. - Design of site.

(a) Natural features.

(1) Preservation. In all divisions of land, natural and historic features, including, but not limited to, trees, water courses, scenic views, and historic structures, which will add attractiveness and value should be preserved to the extent possible.

For the reasons mentioned above, we are proposing to only install a sidewalk on the east side of the proposed new road. We feel that a sidewalk on the west side of the road will require the removal of a great deal more trees and will ultimately alter the overall natural attractiveness/value of the properties. A sidewalk on the east side will provide for sufficient safe pedestrian travel to access the new future village park on Dogwood Lane, to include a connection to future properties to the east. An example of where the village has allowed a sidewalk on only one side of the road is at Noe Road and Daffodil Drive, near Manitowoc Road. (please see maps for reference)

Again, in summary, we are seeking approval to proceed with our proposed plan to provide/fund the installation of concrete curb & gutter, asphalt road, and concrete sidewalk on the east side of the new road (extension of Harrisville Lane).

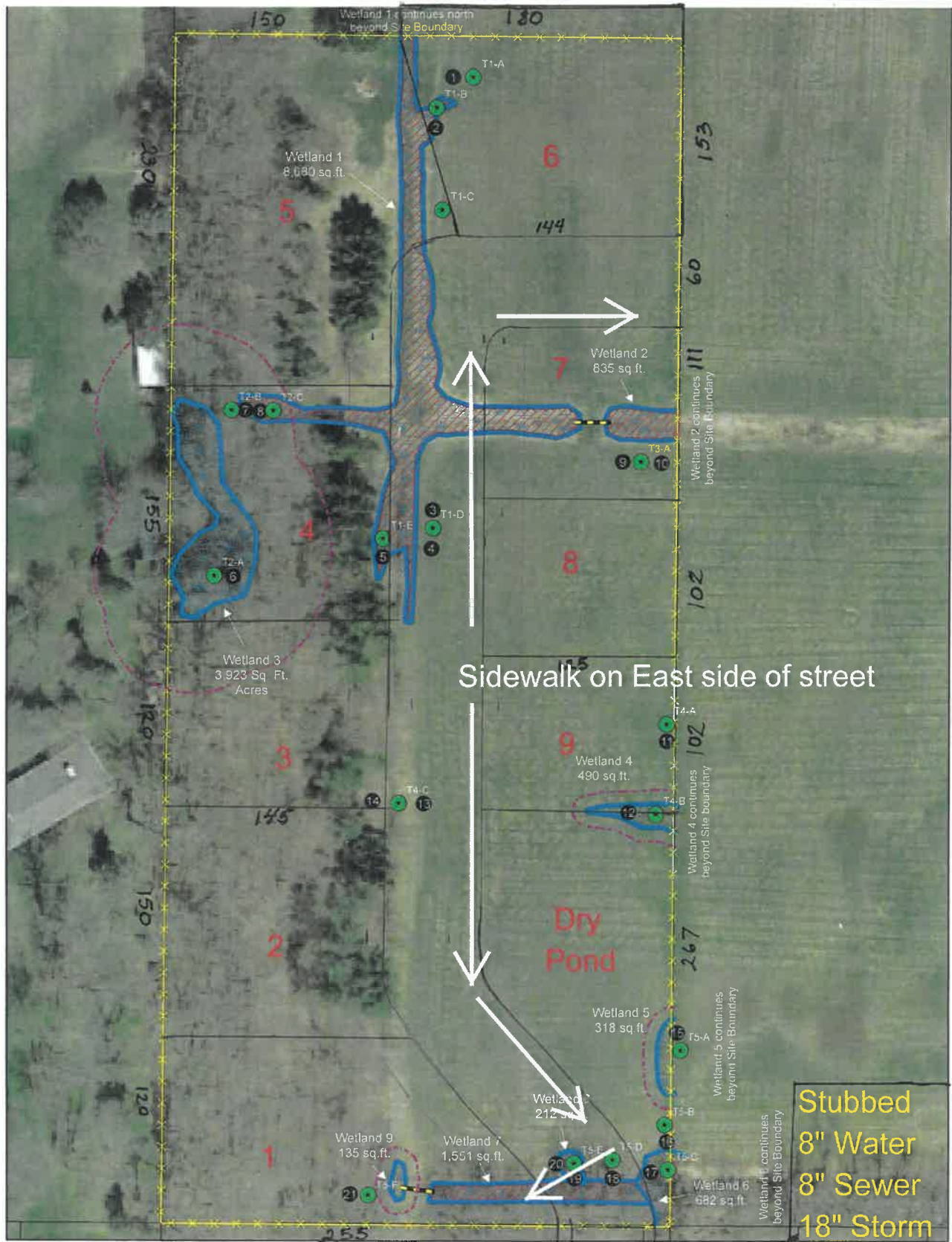
I will be attending the September 25th Plan Commission and Board Meetings and look forward to discussion of this matter.

Sincerely,

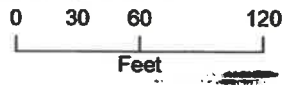
Kent Gross

LouMar Properties, LLC

(G)



- Legend**
- Wetland Sample Point
 - Picture Location
 - WDNR Protective Area
 - Site Boundary
 - Culvert
 - Wetland Line
 - Wetland
 - Potentially Exempt Wetland
 - Wisconsin Parcels Lines 2017



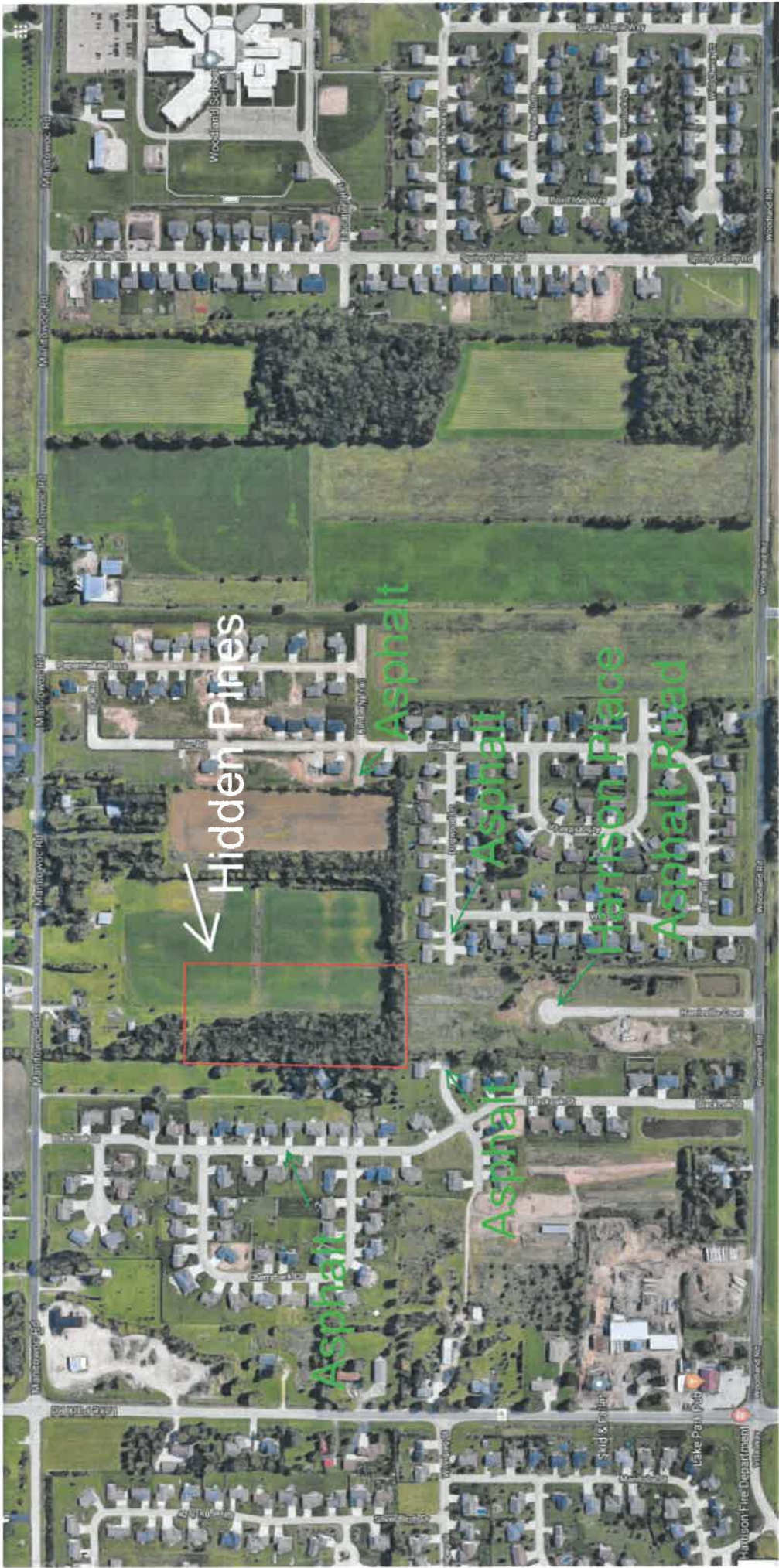
**Fredericks Property
Wetland Delineation Map
Village of Harrison
Calumet County, Wisconsin**

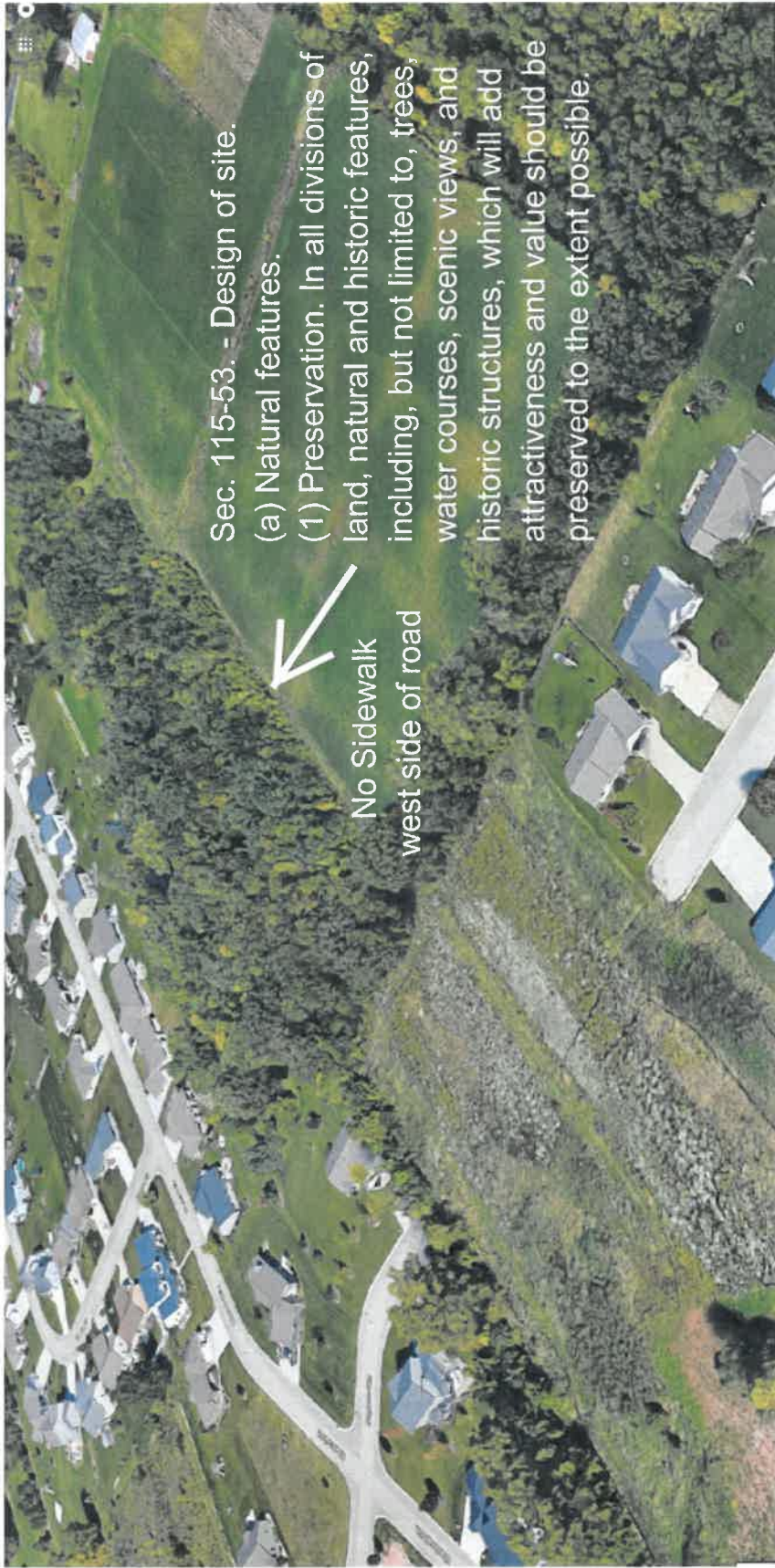
Project No: CAL18-001-01
Part of Parcel ID: 33414

Wetland Delineation was conducted by
Chad Fradette, EP, Chem,
WDNR Professionally Assured Delineator
with assistance from
Benjamin LaCount, PLS, Wetland Scientist,
WDNR Professionally Assured Delineator and
Shvann Nieland, Environmental Specialist




 evergreen
 consultants LLC
 2907 Baylito Drive • Green Bay, WI 54313
 Phone: 920.615.0019 • Website: www.evergreenwis.com





Sec. 115-53. - Design of site.

(a) Natural features.

(1) Preservation. In all divisions of land, natural and historic features, including, but not limited to, trees, water courses, scenic views, and historic structures, which will add attractiveness and value should be preserved to the extent possible.

No Sidewalk
west side of road

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Amos J. Mikkelson, Fire Chief

Date:
September 11, 2018

Title:
Sell surplus equipment

Issue:
The new pick up to replace 76 has arrived. Once it is placed in service, I would like to sell the 1997 Ford Pick Up and the equipment from the bed.

Background and Additional Information:
I propose using the website www.WisconsinSurplus.com to auction off the truck and equipment. All Harrison identifiers will be removed prior to listing the truck or equipment.

Budget/Financial Impact:
The cost of the listing is passed on to the buyer. The Village of Harrison will receive the amount the winning bidder bid.

Recommended Action:
Authorize the Fire Chief to list the 1997 Ford on www.wisconsinsurplus.com and any equipment affiliated to that truck that is no longer useful to Harrison Fire Rescue.

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: September 11th, 2018

Title:

Discuss possible Police Services Contract with Calumet County.

Issue:

Should the Village of Harrison contract with Calumet County for police services?

Background and Additional Information:

Calumet County has informed the Village that starting next year they will no longer be offering only 40 hrs per week sheriff services to the Village of Harrison. According to their Corporation Counsel, they feel that the statutes do not allow them to provide for all the police services to the Village and that the current contracted hours do not match the amount of time that county resources are devoted to Harrison. Calumet County is instead proposing an option that would allow the Village of Harrison to reach five officers within three years.

The proposed contract is broken into three one-year increments:

Year 1: The County would provide 3 deputies at a cost of **\$410,320.03**.

Year 2: The County would provide 4 deputies at a cost of **\$589,591.23**.

Year 3: The County would provide 5 deputies at a cost of **\$733,954.64**.

This contract would be all inclusive and the Village would not be charged for any additional services such as SWAT, K-9 unit, etc...

Budget/Financial Impact:

Costs would need to be budgeted for in 2019.

Recommended Motion:

No motion required at this time.

Attachments:

Draft Calumet County Agreement

VILLAGE OF HARRISON

POLICE SERVICES CONTRACT

MEMORANDUM OF AGREEMENT ("Agreement") made this ____ day of _____, 20__ by and between the VILLAGE OF HARRISON, a municipal corporation, with business offices located at _____, Harrison, Wisconsin, 53xxx, in Calumet County, Wisconsin (hereinafter referred to as "Village"), and CALUMET COUNTY, a municipal corporation of the State of Wisconsin (hereinafter referred to as "County") with Sheriff's Office business offices located at 206 Court Street, Chilton, Wisconsin 53014. Hereinafter, individually may be referred to as "party" or collectively may be referred to as "parties."

RECITALS

WHEREAS, the Village is required to provide its own police protection services but does not have its own police department and desires to contract with the County for the furnishing of such services under the provisions of Wis. Stat. §61.65, and other provisions of law; and,

WHEREAS, the County is willing to provide the Village with the desired services as the County does now furnish police protection services throughout Calumet County, Wisconsin.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

- A. **RECITALS.** The above recitals are true, correct, and incorporated here by reference.
- B. **COMPENSATION.** The Village shall pay to the Calumet County Treasurer one-fourth (1/4) of the total annual amount due for said services, quarterly, in advance, within fifteen (15) days of the end of the previous quarter, the amount(s) which have been determined as set forth in Appendix A. Failure to pay based on the above terms will result in a 5% penalty on the quarterly payment due for said services.
- C. **ASSIGNMENT OF OFFICERS.**
 1. The Village is designed as a separate and distinct section within the system utilized by the County which divides the county in geographical sections for the purpose of supervising police activities within the county; and the assignment of officers to the Village from the Calumet County Sheriff's Office shall be at the discretion of said Office, but shall be made on the same basis as assignments by the Sheriff's Office to other sections of the county, provided however, that the hours of each daily shift shall be mutually agreed upon between the Calumet County Sheriff's Office and the Village.

2. The provisions of the preceding paragraph notwithstanding, no officer shall be assigned by the County to full-time police services in the third year of this contract, in the Village without the approval of the Village, which approval shall not be unreasonably withheld. The Village Administrator shall be notified, in writing prior to January 1st of each contract year, of the names of the officers who have posted for the Harrison assignment. In the event that this approval is withheld, written notice of the basis for the disapproval shall be given to the County. The County shall give copies of such notice to the officer and his collective bargaining unit, and the officer shall be immediately suspended from performing full-time police services for the Village. If it should be later determined that the basis for the Village's disapproval of an officer is unfounded or it is without just cause, the County, at its discretion, may return such officer to full-time police services (in the third year of this contract) in the Village and the Village shall be held harmless. The County may use an officer who is not approved for full-time police services in the Village, to perform services within the Village other than under the terms of this Agreement, or to temporarily perform police services in the Village.
3. The phrase "full-time police services" shall mean the actual costs as set forth in Appendix B, and the assignment by the County of a sufficient number of certified sworn officers from its Sheriff's Office so as to provide the Village with police protection for twenty-four (24) hours per day, seven (7) days per week in the third year of this contract.

Full-time police services also includes; investigative functions, supervision, and record keeping functions. Services may also include (as necessary) K-9 patrol and searches, Emergency Response Unit (ERU) activities and SWAT calls.

D. PROCESSING VIOLATIONS. All arrests made, summonses served and/or citations issued by officers assigned to the Village to perform police services will be processed in the following way:

1. For violations of State Statutes not adopted by the Village, or County ordinances, not covered by Village ordinances, (criminal felony matters), they shall be handled and processed in the same manner as other county arrests; and
2. For violations of Village ordinances and Village adopted State Statutes, (civil, non-felony matters), they shall be handled by the Sheriff's Office and processed in the Circuit Court by the Village Attorney. Where there may be a choice of law, priority shall be given to charging a violation of Village ordinance or a Village adopted State Statute.

E. CONTRACT ADMINISTRATION. The Chief Deputy and/or designee, mutually agreed upon by both parties, shall act as the contract administrator for the County and shall:

1. Serve as the point of contact for all activities in the Village and disseminate information of those activities as he/she deems necessary;
2. Be knowledgeable of community affairs and attend Village Board and committee meetings as deemed necessary by the Village Board;

F. TERM.

1. It is agreed that the County will provide 60% police service the first year of the contract (2019); 80% police service the second year of the contract (2020); and full-time (100%) police service to the Village the last year of the contract (2021). This agreement shall be for a three (3) year term, commencing on January 1, 2019 and ending on December 31, 2021, unless terminated in accordance with the provisions hereof; and that either party shall have the right to terminate this agreement with at least a six (6) month prior written notice to the other party, providing such termination begins on January 1st. The termination notice shall be sent in accordance with the Notice provision, Section M below.
2. In the event the parties cannot agree on terms and conditions for a new or a renewal agreement by December 1, 2021, this Agreement shall be extended for one (1) year on the same terms and conditions of the third year of the contract, except for the right to renew or extend, and the annual sum to be paid by the Village to the County for 2022 shall be computed at a 3% increase from the 2021 budget amount as stated in Appendix A.

G. COUNTY RESPONSIBILITIES.

1. **Serious Incident Notification.** That the Sheriff or his/her designee shall promptly and timely notify the Village Administrator, or in his/her absence the Village President, of each occurrence of serious incidents, and/or police action to be taken by the County and/or other law enforcement personnel within the Village of Harrison. A "serious incident" shall include but not be limited to homicides, sexual assaults, suspicious deaths, taking of hostages, kidnappings, and riots.
2. **Training.** Officers assigned to the Village shall be properly trained and supervised by County. Such training shall include an orientation session to provide the officers with specific knowledge of the Village, such orientation materials to be supplied by the Village.
3. **Equipment**
 - i. The County will supply all necessary personal equipment for the officers assigned to the Village, excluding portable radios. Necessary personal equipment provided by the County includes firearms, ammunition, and soft body armor.
 - ii. The County will provide a properly equipped squad car.

- iii. The County will provide all office technology (to be reimbursed by the Village) and maintained by County IT staff.
 - iv. Officers assigned to the Village shall have use of all communications equipment, official records, and files of the County, except when there is a compelling need for the County to maintain confidentiality.
4. **Reports.** The County shall provide the Village with the following reports on a quarterly basis:
 - i. Ticket and Warning Issued Report
 - ii. Monthly Activity Report
 - iii. Monthly Incident Report
5. **Carry Out Duties.** The County shall fully and timely provide all services, equipment, materials and devices contemplated by this Agreement, and not to withhold providing any of the same during the term of any renewal or extension hereof, except for cause beyond the control of the County; and make available to the Village, the County Sheriff's Office Records Section personnel to enter and maintain as part of the County's data bank, bicycle registrations and any other data which the Village deems necessary to properly and reasonably carry out the statutory duty of police protections.
6. **Relief Officers.** The County shall provide necessary officers as relief and/or replacement during the absence or after termination of an officer regularly assigned to the Village, in accordance with the terms and conditions of this agreement.
7. **Fringe Benefits.** Officers assigned to the Village shall be provided with fringe benefits on the same basis as provided to other sworn officers of the Calumet County Sheriff's Office.
8. **County Employees.** That all officers to the Village, at all times shall be and remain employees of the County, and shall not be deemed employees or agents of the Village; and that the County shall fully indemnify and hold harmless the Village from any liability for defense expenses and for damages to person or property caused by an act or omission of a County employee in furtherance of the provisions of this agreement, to the extent that the same are not covered by insurance.

H. VILLAGE RESPONSIBILITIES.

- * 1. **Portable Radios.** The Village will provide, at its expense, a portable radio for each officer assigned to the Village. All radios shall be purchased and maintained

to the County's specifications. Maintenance, insurance, and repair of the equipment shall be the responsibility of the Village.

2. **Office Space.** The Village will provide, at its expense, at least a 10X10 climate controlled office space with 24 hour access. The office shall be equipped with internet access with a minimum speed of 25 mb/s download and 5 mb/s upload, a desk, desk chair, and two conference chairs. The office shall have access to a restroom. The office space shall be keyed separately than any other office in the building. Any person who maintains the space must get security clearance through the Calumet County Sheriff's Office.
 3. **Parking Spaces.** Two indoor parking spaces shall be available to the Sheriff's Department at all times.
 4. **Impounded Vehicles.** All vehicles removed or impounded pursuant to the Municipal Code of the Village shall be disposed of by the County. The Village shall reimburse the County for all costs of such removal, impoundment and disposal which are not covered upon disposal.
 5. **Patrol Officers Experience.** All patrol officers regularly assigned to the Village shall have a minimum of one (1) year law enforcement experience to maintain continuity of law enforcement within the community, unless both parties agree to waive the one (1) year requirement.
 6. **Indemnification.** The Village will fully indemnify and hold harmless the County from any liability for defense expenses and for damages to person and property caused by any act or omission of a Village employee in furtherance of the provisions of this Agreement to the extent that the same are not covered by insurance.
- I. **MUTUAL COVENANTS.** It is mutually agreed that by entering into this Agreement, both parties to this contract specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapter 893 and related statutes.
- J. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Calumet County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Calumet County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Calumet County, Wisconsin.
- K. **ASSIGNMENT.** The rights and obligations of the parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either party without the prior written consent of the other party.

- L. **WAIVER.** Waiver by either party of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.
- M. **NOTICE.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery to the County Clerk (if notice is given by the Village), or to the Village Clerk (if notice is given by the County), and addressed to the appropriate party as follows:

VILLAGE: Village Clerk
Jennifer Weyenberg, WCMC – Clerk
W5298 State Road 114
Menasha WI 54952
Phone: 920-989-1062
Email: jweyenberg@harrison-wi.org

CALUMET COUNTY: Beth Hauser
206 Court Street
Chilton, WI 53014
Phone: 920-849-1458
Fax: 920-849-1469
Email: Beth.Hauser@calumetcounty.org

All other correspondence may be sent by regular mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

- N. **SEVERABILITY.** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.
- O. **AUTHORIZATION.** The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respected parties and that they have full and complete authority to bind their respective parties by executing this Agreement.
- P. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Agreement.

IN WITNESS WHEREOF, this contract has been executive in duplicate, originals as of the day and year above written.

(See Appended A for summary of contract costs.)

VILLAGE OF HARRISON

COUNTY OF CALUMET

By: _____
Travis Parish
Village Administrator

By: _____
Todd Romenesko
County Administrator

By: _____
Jennifer Weyenberg
Village Clerk

By: _____
Beth Hauser
Calumet County Clerk

VILLAGE OF HARRISON

POLICE SERVICES CONTRACT

MEMORANDUM OF AGREEMENT ("Agreement") made this ____ day of _____, 20__ by and between the VILLAGE OF HARRISON, a municipal corporation, with business offices located at _____, Harrison, Wisconsin, 53xxx, in Calumet County, Wisconsin (hereinafter referred to as "Village"), and CALUMET COUNTY, a municipal corporation of the State of Wisconsin (hereinafter referred to as "County") with Sheriff's Office business offices located at 206 Court Street, Chilton, Wisconsin 53014. Hereinafter, individually may be referred to as "party" or collectively may be referred to as "parties."

RECITALS

WHEREAS, the Village is required to provide its own police protection services but does not have its own police department and desires to contract with the County for the furnishing of such services under the provisions of Wis. Stat. §61.65, and other provisions of law; and,

WHEREAS, the County is willing to provide the Village with the desired services as the County does now furnish police protection services throughout Calumet County, Wisconsin.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

- A. **RECITALS.** The above recitals are true, correct, and incorporated here by reference.
- B. **COMPENSATION.** The Village shall pay to the Calumet County Treasurer one-fourth (1/4) of the total annual amount due for said services, quarterly, in advance, within fifteen (15) days of the end of the previous quarter, the amount(s) which have been determined as set forth in Appendix A. Failure to pay based on the above terms will result in a 5% penalty on the quarterly payment due for said services.
- C. **ASSIGNMENT OF OFFICERS.**
 - 1. The Village is designed as a separate and distinct section within the system utilized by the County which divides the county in geographical sections for the purpose of supervising police activities within the county; and the assignment of officers to the Village from the Calumet County Sheriff's Office shall be at the discretion of said Office, but shall be made on the same basis as assignments by the Sheriff's Office to other sections of the county, provided however, that the hours of each daily shift shall be mutually agreed upon between the Calumet County Sheriff's Office and the Village.

1. Serve as the point of contact for all activities in the Village and disseminate information of those activities as he/she deems necessary;
2. Be knowledgeable of community affairs and attend Village Board and committee meetings as deemed necessary by the Village Board;

F. TERM.

1. It is agreed that the County will provide 60% police service the first year of the contract (2019); 80% police service the second year of the contract (2020); and full-time (100%) police service to the Village the last year of the contract (2021). This agreement shall be for a three (3) year term, commencing on January 1, 2019 and ending on December 31, 2021, unless terminated in accordance with the provisions hereof; and that either party shall have the right to terminate this agreement with at least a six (6) month prior written notice to the other party, providing such termination begins on January 1st. The termination notice shall be sent in accordance with the Notice provision, Section M below.
2. In the event the parties cannot agree on terms and conditions for a new or a renewal agreement by December 1, 2021, this Agreement shall be extended for one (1) year on the same terms and conditions of the third year of the contract, except for the right to renew or extend, and the annual sum to be paid by the Village to the County for 2022 shall be computed at a 3% increase from the 2021 budget amount as stated in Appendix A.

G. COUNTY RESPONSIBILITIES.

1. **Serious Incident Notification.** That the Sheriff or his/her designee shall promptly and timely notify the Village Administrator, or in his/her absence the Village President, of each occurrence of serious incidents, and/or police action to be taken by the County and/or other law enforcement personnel within the Village of Harrison. A "serious incident" shall include but not be limited to homicides, sexual assaults, suspicious deaths, taking of hostages, kidnappings, and riots.
2. **Training.** Officers assigned to the Village shall be properly trained and supervised by County. Such training shall include an orientation session to provide the officers with specific knowledge of the Village, such orientation materials to be supplied by the Village.
3. **Equipment**
 - i. The County will supply all necessary personal equipment for the officers assigned to the Village, excluding portable radios. Necessary personal equipment provided by the County includes firearms, ammunition, and soft body armor.
 - ii. The County will provide a properly equipped squad car.

to the County's specifications. Maintenance, insurance, and repair of the equipment shall be the responsibility of the Village.

2. **Office Space.** The Village will provide, at its expense, at least a 10X10 climate controlled office space with 24 hour access. The office shall be equipped with internet access with a minimum speed of 25 mb/s download and 5 mb/s upload, a desk, desk chair, and two conference chairs. The office shall have access to a restroom. The office space shall be keyed separately than any other office in the building. Any person who maintains the space must get security clearance through the Calumet County Sheriff's Office.
 3. **Parking Spaces.** Two indoor parking spaces shall be available to the Sheriff's Department at all times.
 4. **Impounded Vehicles.** All vehicles removed or impounded pursuant to the Municipal Code of the Village shall be disposed of by the County. The Village shall reimburse the County for all costs of such removal, impoundment and disposal which are not covered upon disposal.
 5. **Patrol Officers Experience.** All patrol officers regularly assigned to the Village shall have a minimum of one (1) year law enforcement experience to maintain continuity of law enforcement within the community, unless both parties agree to waive the one (1) year requirement.
 6. **Indemnification.** The Village will fully indemnify and hold harmless the County from any liability for defense expenses and for damages to person and property caused by any act or omission of a Village employee in furtherance of the provisions of this Agreement to the extent that the same are not covered by insurance.
- I. **MUTUAL COVENANTS.** It is mutually agreed that by entering into this Agreement, both parties to this contract specifically reserve their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wis. Stat. Chapter 893 and related statutes.
- J. **GOVERNING LAW.** This Agreement shall be deemed to have been made in Calumet County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Calumet County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Calumet County, Wisconsin.
- K. **ASSIGNMENT.** The rights and obligations of the parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either party without the prior written consent of the other party.

(See Appended A for summary of contract costs.)

VILLAGE OF HARRISON

COUNTY OF CALUMET

By: _____
Travis Parish
Village Administrator

By: _____
Todd Romenesko
County Administrator

By: _____
Jennifer Weyenberg
Village Clerk

By: _____
Beth Hauser
Calumet County Clerk

DRAFT

FIRST YEAR EQUIPMENT

EQUIPMENT	TOTAL COSTS	YEARS OF USE	YEARLY COST	OFFICER EQUIPMENT	COST	YEARS OF USE	YEARLY COST
Squad car	\$35,000.00	2	\$17,500.00	Taser	\$1,725.00	5	\$345.00
Lightbar/push bumper	\$2,300.00	10	\$230.00	Gun	\$500.00	10	\$50.00
Cage	\$1,400.00	10	\$140.00	Vest	\$750.00	5	\$150.00
Radio	\$7,500.00	8	\$937.50	Portable			\$0.00
radar	\$2,000.00	10	\$200.00	Holster	\$140.00	10	\$14.00
Video/Install	\$6,600.00	10	\$660.00	OC	\$25.00	4	\$6.25
Computer/Docking Station	\$6,250.00	3	\$2,083.33	Uniform	\$525.00	1	\$525.00
Center console/Printer	\$1,050.00	10	\$105.00				
harddrive and licenses	\$2,000.00	3	\$666.67				
Rifle	\$2,450.00	10	\$245.00				
Gun Lock	\$300.00	10	\$30.00				
PBT	\$470.00	6	\$78.33				
Camera	\$100.00	6	\$16.67	OFFICE Computer			
Door Tools	\$130.00	6	\$21.67	Firewall	\$1,500.00	1	\$1,500.00
Stop Sticks	\$400.00	10	\$40.00	Network Switch	\$620.00	1	\$620.00
Cellphone	\$420.00	1	\$420.00	Threat/AV	\$500.00	1	\$500.00
Tools		10	\$0.00	URL/WEB	\$300.00	1	\$300.00
Shovel		10	\$0.00	Maintenance	\$200.00	1	\$200.00
Broom		10	\$0.00	PC/Monitor	\$1,200.00	5	\$240.00
Binoculars		10	\$0.00	Printer	\$600.00	5	\$120.00
Fire Extinguisher		10	\$0.00				
Fuses		10	\$0.00				
Rolotape		10	\$0.00				
Steel Tape		10	\$0.00				
Defibrillator	\$2,400.00	10	\$240.00				
First Aid Bag		1	\$0.00				
			<u>\$23,614.17</u>				<u>\$3,480.00</u>

MAINTENANCE

GAS AVE GAL PER SQUAD	\$4,000.00		\$4,000.00				
	3600	\$3.25	\$11,700.00				
First Year							

2017 average Deputy Hourly rate \$49.75

3 Deputies with benefits (91707)		
2020 hours of straight time		
Average of 160 hours of overtime		
Administration, Supervision and support fee 9%	\$334,179.00	$((49.75 * 2020) + (68.11 * 160)) * 3$
1 squad car and equipment	\$30,076.11	
Fuel	\$23,614.17	
Squad Maintenance	\$11,700.00	
Deputy Equipment	\$4,000.00	
Office Computer	\$3,270.75	$1090.25 * 3$
	\$3,480.00	
	\$410,320.03	

SECOND YEAR EQUIPMENT

	TOTAL COSTS	YEARS OF USE	YEARLY COST
Squad car	\$40,000.00	2	\$20,000.00
Lightbar/push bumper	\$2,300.00	10	\$230.00
Cage	\$1,400.00	10	\$140.00
Radio	\$7,500.00	8	\$937.50
radar	\$2,000.00	10	\$200.00
Video/Install	\$6,600.00	10	\$660.00
Computer/Docking Station	\$6,250.00	3	\$2,083.33
Center console/Printer	\$1,050.00	10	\$105.00
harddrive and licenses	\$2,000.00	3	\$666.67
Rifle	\$2,450.00	10	\$245.00
Gun Lock	\$300.00	10	\$30.00
PBT	\$470.00	6	\$78.33
Camera	\$100.00	6	\$16.67
Door Tools	\$130.00	6	\$21.67
Stop Sticks	\$400.00	10	\$40.00
Cellphone	\$420.00	1	\$420.00
Tools		10	\$0.00
Shovel		10	\$0.00
Broom		10	\$0.00
Binoculars		10	\$0.00
Fire Extinguisher		10	\$0.00
Fuses		10	\$0.00
Rolotape		10	\$0.00
Steel Tape		10	\$0.00
Defibrillator	\$2,400.00	10	\$240.00
First Aid Bag		1	\$0.00

\$26,114.17

MAINTENANCE	\$4,000.00		\$4,000.00
GAS AVE GAL PER SQUAD	3600	\$3.25	\$11,700.00
SECOND YEAR			

OFFICER EQUIPMENT

	COST	YEARS OF USE	YEARLY COST
Taser	\$1,725.00	5	\$345.00
Gun	\$500.00	10	\$50.00
Vest	\$750.00	5	\$150.00
Portable			\$0.00
Holster	\$140.00	10	\$14.00
OC	\$25.00	4	\$6.25
Uniform	\$525.00	1	\$525.00

\$1,090.25

\$1,360.00

OFFICE Computer			
Firewall		1	\$0.00
Network Switch		1	\$0.00
Threat/AV	\$500.00	1	\$500.00
URL/WEB	\$300.00	1	\$300.00
Maintenance	\$200.00	1	\$200.00
PC /Monitor	\$1,200.00	5	\$240.00
Printer	\$600.00	5	\$120.00

2017 average Deputy Hourly rate \$49.75

4 Deputies with benefits 80%		
2020 hours of straight time		
Average of 160 hours of overtime		
Administration, Supervision and support fee 9%	\$458,937.51	$((49.75 * 2020) + (68.11 * 160)) * 4 * 1$
2 squad car and equipment	\$41,304.38	
Fuel	\$52,228.34	
Squad Maintenance	\$23,400.00	26114.17*2
Deputy Equipment	\$8,000.00	11700*2
Office Computer	\$4,361.00	4000*2
	\$1,360.00	1090.25*4
	\$589,591.23	

THIRD YEAR EQUIPMENT

	TOTAL COSTS	YEARS OF USE	YEARLY COST	OFFICER EQUIPMENT	COST	YEARS OF USE	YEARLY COST
Squad car	\$40,000.00	2	\$20,000.00	Taser	\$1,725.00	5	\$345.00
Lightbar/push bumper	\$2,300.00	10	\$230.00	Gun	\$500.00	10	\$50.00
Cage	\$1,400.00	10	\$140.00	Vest	\$750.00	5	\$150.00
Radio	\$7,500.00	8	\$937.50	Portable			\$0.00
radar	\$2,000.00	10	\$200.00	Holster	\$140.00	10	\$14.00
Video/Install	\$6,600.00	10	\$660.00	OC	\$25.00	4	\$6.25
Computer/Docking Station	\$6,250.00	3	\$2,083.33	Uniform	\$525.00	1	\$525.00
Center console/Printer	\$1,050.00	10	\$105.00				
harddrive and licenses	\$2,000.00	3	\$666.67				
Rifle	\$2,450.00	10	\$245.00				
Gun Lock	\$300.00	10	\$30.00				
PBT	\$470.00	6	\$78.33	OFFICE Computer			
Camera	\$100.00	6	\$16.67	Firewall		1	\$0.00
Door Tools	\$130.00	6	\$21.67	Network Switch		1	\$0.00
Stop Sticks	\$400.00	10	\$40.00	Threat/AV	\$500.00	1	\$500.00
Cellphone	\$420.00	1	\$420.00	URL/WEB	\$300.00	1	\$300.00
Tools		10	\$0.00	Maintenance	\$200.00	1	\$200.00
Shovel		10	\$0.00	PC/Monitor	\$1,200.00	5	\$240.00
Broom		10	\$0.00	Printer	\$600.00	5	\$120.00
Binoculars		10	\$0.00				
Fire Extinguisher		10	\$0.00				
Fuses		10	\$0.00				
Rototape		10	\$0.00				
Steel Tape		10	\$0.00				
Defibrillator	\$2,400.00	10	\$240.00				
First Aid Bag		1	\$0.00				
			<u>\$26,114.17</u>				<u>\$1,360.00</u>

MAINTENANCE

GAS AVE GAL PER SQUAD	\$4,000.00		\$4,000.00
	3600	\$3.25	\$11,700.00

THIRD YEAR

2017 average Deputy Hourly rate \$49.75

5 Deputies with benefits full time

2020 hours of straight time

Average of 160 hours of overtime

Administration, Supervision and support fee 9%

2 squad car and equipment

Fuel

Squad Maintenance

Deputy Equipment

Office Computer

\$590,380.78

\$53,134.27

\$52,228.34

\$23,400.00

\$8,000.00

\$5,451.25

\$1,360.00

\$733,954.64

$((49.75 * 2020) + (68.11 * 160)) * 4 * 1$

$26114.17 * 2$

$11700 * 2$

$4000 * 2$

$1090.25 * 5$

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: September 11th, 2018

Title:

Request from WE Energies for Distribution Easements on CTH LP.

Issue:

Should the Village approve the distribution easements for WE Energies on CTH LP.

Background and Additional Information:

WE Energies is requesting two easement for locating utilities on CTH LP. One easement is for the Harrison Utilities property and the other easement would run through Fire Station 70's parking lot.

The utilities are being relocated due to the CTH LP project.

Budget/Financial Impact:

None.

Recommendation:

Staff recommends approving the distribution easements for WE Energies.

Attachments:

Easement documents.



We Energies
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

August 6, 2018

Town of Harrison Fire Station #2
W5298 Hwy 114
Menasha, WI 54952

Subject: Easement for electric facilities
Work Request #4175813

Dear Village of Harrison:

In order to install underground electric facilities on your property, we will need to obtain easement rights prior to installation. Enclosed please find two copies of the easement that are to be signed and notarized in **black ink**. Please return one signed copy in the enclosed envelope and retain one for your records. Upon receiving the signed easement, I will have it recorded with the Office of the Register of Deeds.

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 414-750-9939 or email jim.weisling@we-energies.com and reference the work request above. We appreciate your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Weisling".

Jim Weisling
Right of Way Agent

Enclosures: Two (2) copies of Easement Document; Temporary Exhibit "A"; PSC Brochure; Return Envelope

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4175813** IO NO. **76338**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Village of Harrison Fire Station #2**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation 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 fifteen (15) feet in width being a part of the grantor's land in the **Northwest 1/4 of Section 16, Township 20 North, Range 18 East**, Village of Harrison, Calumet County, Wisconsin, said land being more particularly described in that certain **Warranty Deed** as recorded in the office of the Register of Deeds in and for Calumet County on **September 30, 1992**, as **Document No. 223447**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

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

33646

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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 electric 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 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:

Town of Harrison Fire Station #2

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____,
the above named _____, the _____
and _____, the _____
of the ~~Town~~ ^{Village} of Harrison Fire Station #2 ~~Town~~ ^{Village} of Harrison Fire Station #2, 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 _____



We Energies
500 S. 116th St.
West Allis, WI 53214-1000
www.we-energies.com

RECEIVED

AUG 08 2018

August 6, 2018

Waverly Sanitary District
N8722 County LP
Menasha, WI 54952

Subject: Easement for electric facilities
Work Request #: 4175813

Dear Waverly Sanitary District:

In order to install underground electric facilities on your property located at N8722 County LP, we will need to obtain easement rights prior to installation. Enclosed please find two copies of the easement that are to be signed and notarized in **black ink**. Please return one signed copy in the enclosed envelope and retain one for your records. Upon receiving the signed easement, I will have it recorded with the Office of the Register of Deeds.

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 414-750-9939 or email jim.weisling@we-energies.com and reference the work request above. We appreciate your prompt attention to this matter.

Sincerely,



Jim Weisling
Right of Way Agent

Enclosures: Two (2) copies of Easement Document; Temporary Exhibit "A"; PSC Brochure; Return Envelope

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. 4175813 IO NO. 76338

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Village of Harrison**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation 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 fifteen (15) feet in width being a part of the grantor's land in the **Northwest 1/4 of Section 16, Township 20 North, Range 18 East**, Village of Harrison, Calumet County, Wisconsin, said land being more particularly described in that certain **Warranty Deed** as recorded in the office of the Register of Deeds in and for Calumet County on **August 14, 1996**, as **Document No. 259734**.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:

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

33648

(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, 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 electric 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 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:

Village of Harrison

By: _____

(Print name and title): _____

By: _____

(Print name and title): _____

Acknowledged before me in _____ County, State of Wisconsin, on _____,
by _____, the _____,
and by _____, the _____
of the Village of Harrison.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____