

NOTICE OF PUBLIC MEETING

DATE: Tuesday, November 27, 2018
TIME: 7:00pm
PLACE: Harrison Municipal Building
W5298 State Road 114
Harrison, WI 54952

NOTICE IS HEREBY GIVEN that a Village of Harrison Board Meeting will be held on Tuesday, November 27, 2018 at 7:00pm. The agenda is printed below.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
5. Public Comments
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. Consent Agenda
 - a) Payment of Bills and Claims
 - b) Minutes from 10/31/18 and 11/13/18
 - c) Operator License (expiring June 30, 2019) for Tammy Mehlberg
7. Items Removed from Consent Agenda (if any)
8. Appointments
 - a) Neenah-Menasha Sewerage Commission (Harrison Utilities Representative) for 3-year term
9. Unfinished Business from Previous Meetings for Consideration or Action
 - a) None
10. New Business for Consideration or Action
 - a) Certified Survey Map-Kent Gross
 - b) Certified Survey Map-Nels & Trisha Rose
 - c) Park Impact Fee Waiver Request for Care Partners Assisted Living
 - d) Approve Building Inspector Contract
 - e) Authorize Placement of Culvert in Right-of-Way on Firelane 12
 - f) Authorize Amendments to Personnel Manual
 - g) Approve 2019 Sewer Rates for Harrison Utilities

- h) Approve Revised Exhibit A for Termination Agreement for Garners Creek Storm Water Commission

11. Reports

- a) Calumet Co. Sheriff's Department
- b) Zoning Permits
- c) Harrison Fire Rescue
- d) Treasurer's Statement of Income and Expenses

12. Adjournment

Any person with hearing disabilities or requiring special accommodations to participate in the meeting should contact the Clerk's Office (920-989-1062) at least 24-hours prior to the meeting. This is a public meeting.

Jennifer Weyenberg, Village Clerk-Treasurer

Agenda Posted November 21, 2018 at www.harrison-wi.org and Municipal Building lobby

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ACCT

INVESTORS COMMUNITY BANK

Dated From: 10/24/2018

From Account:

Thru: 10/31/2018

Thru Account:

Check Nbr	Check Date	Payee	Amount
7102	10/31/2018	AMOS MIKKELSON OCTOBER CELL PHONE STIPEND	
100-07-52200-500-022		Fire Station 70 - Telephone OCTOBER CELL PHONE STIPEND	40.00
		Total	40.00
7103	10/31/2018	ANDERS AUTO PARTS, INC 001048377	
100-09-53311-400-000		Hwy Dept - Supplies WAX SPRAY FROM 10/17/18	39.40
		1048377	
		Total	39.40
7104	10/31/2018	BJ RICKEL D 36883	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/23/18 SOCKET	31.99
		D 36883	
		Total	31.99
7105	10/31/2018	BRAD WELHOUSE OCTOBER CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone OCTOBER CELL PHONE STIPEND	30.00
		Total	30.00
7106	10/31/2018	BRUSH BOY CUSTOMS 0586	
100-07-57220-000-001		Fire Dept - Equipment Escrow LETTERING, NUMBERS, REFLECTIVE GRAPHICS	1,730.00
		Total	1,730.00
7107	10/31/2018	CHAD BOESCH OCTOBER CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone OCTOBER CELL PHONE STIPEND	30.00
		Total	30.00
7108	10/31/2018	COMMERCIAL LAUNDRY SALES 91046	
100-06-52200-700-000		Fire Dept - Equip Maintenance WASHER SERVICE CALL 10/25/18 STATION 70	177.05
		91046	

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Check Nbr	Check Date	Payee	Amount
			Total 177.05
7109	10/31/2018	CONWAY SHIELD 0429966-IN	
100-06-52200-305-000		Fire Dept - Training/Mem SUICIDE PREVENTION TRAINING CLASS-SMUDDE 0429966-IN	100.00
			Total 100.00
7110	10/31/2018	DON JUNGEN OCTOBER CELL PHONE STIPEND	
100-08-52300-000-000		1st Responders - Operating Exp OCTOBER CELL PHONE STIPEND	30.00
			Total 30.00
7111	10/31/2018	GAT SUPPLY, INC 339185-1	
100-09-53311-400-000		Hwy Dept - Supplies FROM 10/22/18 SHOVELS 339185-1	257.65
			Total 257.65
7112	10/31/2018	GENE FREDERICKSON TRUCKING & EXC., INC. CERTIFICATE PAYMENT #3 (RUSTIC/HICKORY)	
100-09-57330-000-000		Capital Outlay - Road Projects CERTIFICATE PAYMENT #3 (RUSTIC/HICKORY) NA	215,299.09
			Total 215,299.09
7113	10/31/2018	HYDROCLEAN EQUIPMENT INC INV0526	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 10/16/18 HOSES INV0526	335.00
			Total 335.00
7114	10/31/2018	INTERSTATE BATTERY OF GREEN BAY 90125698	
100-06-52200-600-000		Fire Dept - Vehicle Maint. FROM 10/17/18 TRUCK #64 90125698	347.85
			Total 347.85
7115	10/31/2018	JEFF WISNET OCTOBER CELL PHONE STIPEND	

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Check Nbr	Check Date	Payee	Amount
100-09-53311-500-022		Hwy Dept - Telephone	30.00
		OCTOBER CELL PHONE STIPEND	
		Total	30.00
7116	10/31/2018	JEFFERSON FIRE & SAFETY	
252636			
100-06-52200-400-000		Fire Dept - Supplies	1,065.80
		FROM 10/17/18	
		252636	
		Total	1,065.80
7117	10/31/2018	JENNIFER WEYENBERG	
		OCTOBER CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone	40.00
		OCTOBER CELL PHONE STIPEND	
		Total	40.00
7118	10/31/2018	L & S TRUCK CENTER	
269754			
100-06-52200-600-000		Fire Dept - Vehicle Maint.	4,802.80
		TRUCK #65 FROM 10/15/18	
		269754	
		Total	4,802.80
7119	10/31/2018	LISOWE OIL	
		23835, 23836, 23876	
100-09-53311-600-030		Hwy Dept - Fuel	1,489.19
		FROM 10/15/18	
		23835	
100-09-53311-600-030		Hwy Dept - Fuel	1,064.90
		FROM 10/15/18	
		23836	
100-09-53311-600-030		Hwy Dept - Fuel	1,979.14
		FROM 10/18/18	
		23876	
		Total	4,533.23
7120	10/31/2018	MARK MOMMAERTS	
		OCTOBER CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone	40.00
		OCTOBER CELL PHONE STIPEND	
		Total	40.00
7121	10/31/2018	MCPMAHON	
0911206			

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Check Nbr	Check Date	Payee	Amount
100-00-53441-200-000		Stormwater Planning	
		UNPS STORMWATER PLANNING	
		091206	1,413.48
		Total	1,413.48
7122	10/31/2018	MGD INDUSTRIAL CORPORATION	
		167300	
100-09-53311-400-000		Hwy Dept - Supplies	
		FROM 10/16/18	
		167300	669.07
		Total	669.07
7123	10/31/2018	MIKE BRANTMEIER	
		OCTOBER CELL PHONE STIPEND	
100-06-52200-500-022		Fire Station 60 - Telephone	
		OCTOBER CELL PHONE STIPEND	
			30.00
		Total	30.00
7124	10/31/2018	MIKE NETT	
		OCTOBER CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone	
		OCTOBER CELL PHONE STIPEND	
			30.00
		Total	30.00
7125	10/31/2018	MIKE STANONIK	
		REIMBURSE DRYING RACK BLOWER	
100-06-52200-700-000		Fire Dept - Equip Maintenance	
		REIMBURSE DRYING RACK BLOWER	
			83.00
		Total	83.00
7126	10/31/2018	MONROE TRUCK EQUIPMENT, INC	
		796805	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	
		FROM 10/18/18	
		796805	300.97
		Total	300.97
7127	10/31/2018	OUTAGAMIE COUNTY	
		118976, 118999	
100-06-52200-400-000		Fire Dept - Supplies	
		10/15/18 REIMB SUPPLIES HOUSE EXPLOSION	
		118976	57.56
100-00-51440-600-000		Elections - Publications	
		MAY & JUNE PUBLICATIONS	
		118999	104.00

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Check Nbr	Check Date	Payee	Amount
			Total 161.56
7128	10/31/2018	PATRICK KLEIN DIGITAL FIRE INVESTIGATION CAMERA	
100-06-52200-400-000		Fire Dept - Supplies DIGITAL FIRE INVESTIGATION CAMERA	152.40
			Total 152.40
7129	10/31/2018	PETERS CONCRETE CO. CERTIFICATE OF PAYMENT #2 (BLACKOAK ST)	
100-09-57330-000-000		Capital Outlay - Road Projects CERTIFICATE OF PAYMENT #2 (BLACKOAK ST)	118,046.02
			Total 118,046.02
7130	10/31/2018	RYAN LISOWE REIMBURSE CONFERENCE HOTEL & MILEAGE 10/25	
100-00-51100-115-000		Village Board-Training/Mileage REIMBURSE CONFERENCE HOTEL 10/25	246.93
100-00-51100-115-000		Village Board-Training/Mileage REIMBURSE CONFERENCE MILEAGE 10/25	126.44
			Total 373.37
7131	10/31/2018	SENSIT TECHNOLOGIES LLC 0264144-IN	
100-06-52200-700-000		Fire Dept - Equip Maintenance FROM 10/12/18	40.00
			Total 40.00
7132	10/31/2018	THE FIREFIGHTER'S DAUGHTERS 2165	
100-06-52200-400-000		Fire Dept - Supplies CRAYONS, BAGS, TATTOOS, WRIST BANDS	553.16
			Total 553.16
7133	10/31/2018	TRAVIS PARISH OCTOBER CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone OCTOBER CELL PHONE STIPEND	40.00
			Total 40.00

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Check Nbr	Check Date	Payee	Amount
7134	10/31/2018	WELLS FARGO FINANCIAL LEASING 5005416339	
100-02-51400-400-006		Gen. Admin - Service Contracts COVERAGE PERIOD 10/17-11/16/18 5005416339	575.69
Total			575.69
7135	10/31/2018	WESLEY POMPA OCTOBER CELL PHONE STIPEND	
100-07-52200-500-022		Fire Station 70 - Telephone OCTOBER CELL PHONE STIPEND	30.00
Total			30.00
7136	10/31/2018	WIL-KIL PEST CONTROL 3504938, 3505251, 3505252	
100-02-51400-400-006		Gen. Admin - Service Contracts FIRE STATION 60 3505251	42.00
100-02-51400-400-006		Gen. Admin - Service Contracts FIRE STATION 70 3505252	42.00
100-02-51400-400-006		Gen. Admin - Service Contracts EXTERIOR INSECT FIRE STATION #60 NA	0.00
100-02-51400-400-006		Gen. Admin - Service Contracts EXTERIOR INSECT FIRE STATION 70 NA	0.00
100-02-51400-400-006		Gen. Admin - Service Contracts POWER SPRAY - VILLAGE HALL NA	0.00
100-02-51400-400-006		Gen. Admin - Service Contracts VILLAGE HALL 3504938	81.75
Total			165.75
Grand Total			351,624.33

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Dated From: 10/24/2018 From Account:
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Amount

Total Expenditure from Fund # 100 - GENERAL FUND	351,624.33
Total Expenditure from all Funds	351,624.33

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Dated From: 10/24/2018
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Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	SHARE OF CHECKING-General		351,624.33
	Total Expenditure - Fund # 100	351,624.33	
	Total	351,624.33	351,624.33

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Check Nbr	Check Date	Payee	Amount
7175 11/15/2018 ADVANCED DISPOSAL B20000389338, B20000390458			
100-00-53620-000-000		Refuse and Garbage Services COMMERICAL TRASH DUMPSTER FOR OCT	82.00
100-00-53635-000-000		Recycling Services COMMERICAL RECYCLING DUMPSTER for OCT	56.00
100-00-53620-000-000		Refuse and Garbage Services FUEL FEE	0.00
100-00-53620-000-000		Refuse and Garbage Services RES TRASH 90 GALLON CARTS for OCT	30,125.40
100-00-53635-000-000		Recycling Services LANDFILL TAX	0.00
100-00-53635-000-000		Recycling Services RES RECYCLING SINGLE STREAM OCT	14,231.00
100-00-53620-000-000		Refuse and Garbage Services REPLACEMENT CART(S) -	0.00
100-00-53620-000-000		Refuse and Garbage Services SPRING PICK UP	0.00
100-00-53620-000-000		Refuse and Garbage Services BULKY ITEM PICKUP -	0.00
100-00-53620-000-000		Refuse and Garbage Services RESID RECYCLE	0.00
100-00-53620-000-000		Refuse and Garbage Services 10/8/18 APPLIANCE/FREON	25.00
100-00-53620-000-000		Refuse and Garbage Services COMMERCIAL TRASH DUMPSTER PARK NOV	82.00
100-00-53635-000-000		Recycling Services COMM RECYCLING PARK NOV	40.00
100-00-53620-000-000		Refuse and Garbage Services FUEL & ENVIRONMENTAL FEES PARK 10/31/18	49.97
100-00-53620-000-000		Refuse and Garbage Services ADMIN, COMPLIANCE/IMPACT FEES PARK 10/31	16.64
Total			44,708.01
7176 11/15/2018 AMERICAN MESSAGING U1860083SK			
100-09-53311-900-000		Hwy Dept - Road Maintenance U1860083SK FROM 11/1/18	15.00

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			Total 15.00
7177	11/15/2018	AMOS MIKKELSON REIMBURSE SHIPPING - SERVICE GAS METER	
100-06-52200-700-000		Fire Dept - Equip Maintenance REIMBURSE SHIPPING - SERVICE GAS METER	17.20
			Total 17.20
7178	11/15/2018	ANDERS AUTO PARTS, INC 001048806, 001049392	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FILTERS FROM 10/19/18 1048806	113.25
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FILTERS FROM 10/31/18 1049392	34.06
			Total 147.31
7179	11/15/2018	AUTOMOTIVE SUPPLY- APPLETON 011711587	
100-00-14500-000-000		Due from Special Purpose Dist. UTILITIES CHARGE ON ACCT IN ERROR 011711587	19.38
			Total 19.38
7180	11/15/2018	BATTERIES PLUS BULBS #508 P7273269, P7393758, P7753721	
100-09-53311-400-000		Hwy Dept - Supplies BATTERIES FROM 10/23/18 P7273269	2.25
100-09-53311-400-000		Hwy Dept - Supplies BATTERIES FROM 10/26/18 P7393758	4.50
100-06-52200-400-000		Fire Dept - Supplies BATTERIES FROM 11/4/18 P7753721	14.40
			Total 21.15
7181	11/15/2018	BENEFIT ADVANTAGE 411819	
100-02-51400-400-006		Gen. Admin - Service Contracts NOVEMBER BILLING 411819	35.00
			Total 35.00
7182	11/15/2018	BIRSCHBACH INSPECTION SERVICE, LLC BUILDING INSPECTIONS FOR OCTOBER 2018	

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100-00-52400-000-000		Building Inspector - Contract BUILDING INSPECTIONS FOR OCTOBER 2018	7,854.48
			Total 7,854.48
7183	11/15/2018	BROOKS TRACTOR INC - SUN PRAIRIE C54457, C54571	
100-00-57220-000-000		Capital Outlay - Parks FROM 10/11/18 DOZER RENTAL C54457	8,500.00
100-00-57220-000-000		Capital Outlay - Parks FROM 10/11 DOZER RENTAL PARTIAL CREDIT C54571	-5,700.00
			Total 2,800.00
7184	11/15/2018	CALUMET COUNTY TREASURER 20% MFL TO COUNTY	
100-00-24015-000-000		Due to County - Forest Croplnd 20% MFL TO COUNTY	7.39
			Total 7.39
7185	11/15/2018	EMERGENCY MEDICAL PRODUCTS, INC. 2025354	
100-08-52300-000-000		1st Responders - Operating Exp PURCHASE ON 10/22/18 GLOVES, SPLINTS 2025354	672.77
			Total 672.77
7186	11/15/2018	FIRECRAFT SAFETY PRODUCTS LLC 18-3522	
100-06-52200-400-000		Fire Dept - Supplies HYDROGEN SULFIDE FROM 11/2/18 18-3522	276.99
			Total 276.99
7187	11/15/2018	GAT SUPPLY, INC 340220-1	
100-09-53311-900-000		Hwy Dept - Road Maintenance FROM 11/13/18 340220-1	697.88
			Total 697.88
7188	11/15/2018	GENE FREDERICKSON TRUCKING & EXC., INC. CERTIFICATE FOR PAYMENT #1 & #2	
100-09-57330-000-000		Capital Outlay - Road Projects CERTIFICATE PAYMENT #1 (RUSTIC/HICKORY) NA	35,207.38

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100-09-57330-000-000		Capital Outlay - Road Projects	146,463.97
		CERTIFICATE PAYMENT #2 (RUSTIC/HICKORY) NA	
Total			181,671.35
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7189	11/15/2018	GREEN BAY HIGHWAY PRODUCTS	
33382			
100-09-53311-901-000		Hwy Dept - Ditching/Grading	2,748.60
		SCHMIDT RD BAND & ENDWALL 11/2/18 33382	
Total			2,748.60
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7190	11/15/2018	GRUETT'S	
38721P, 16885P			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	35.25
		FROM 10/30/18 PULLEY 38721P	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	107.40
		FROM 10/31/18 LAWNMOWER REPAIRS 16885P	
Total			142.65
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7191	11/15/2018	HARRISON UTILITIES	
ACCOUNT 000-2781-00			
100-07-52200-500-023		Fire Station 70 - Water/Sewer	31.45
		ACCOUNT 000-2781-00	
Total			31.45
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7192	11/15/2018	HYDROCLEAN EQUIPMENT INC	
IN00021106			
100-09-53311-400-000		Hwy Dept - Supplies	1,010.02
		FROM 10/30/18 IN00021106	
Total			1,010.02
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7193	11/15/2018	J & E CONSTRUCTION CO INC	
2019-386, 2019-421, 2019-463			
100-09-57330-000-000		Capital Outlay - Road Projects	18,531.54
		3" & 1 1/4" STONE 10/25/18 2019-386	
100-09-57330-000-000		Capital Outlay - Road Projects	222.36
		1 1/4" STONE FROM 10/30/18 BLACK OAK 2019-421	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	201.72
		1 1/4" CRUSHED STONE FROM 11/6/18 2019-463	
Total			18,955.62

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7194	11/15/2018	JOANNE SIEMEK MUMS, ANNUALS, MULCH FOR 2018	
100-00-55200-000-000		Parks - Maint. and Utilities MUMS, ANNUALS, MULCH FOR 2018	33.96
		Total	33.96
7195	11/15/2018	KAATS WATER CONDITIONING INC. CHARGES THROUGH 10/30/18	
100-09-53311-400-000		Hwy Dept - Supplies CHARGES THROUGH 10/30/18	53.52
		Total	53.52
7196	11/15/2018	KIMBALL MIDWEST 6727202	
100-09-53311-900-000		Hwy Dept - Road Maintenance TOOL, PAINT FROM 11/7/18 6727202	645.84
		Total	645.84
7197	11/15/2018	LANGE ENTERPRISES, INC 67226, 67321	
100-09-53311-900-000		Hwy Dept - Road Maintenance FROM 10/26/18 BARRICADE BOARDS 67226	2,879.68
100-09-53315-902-000		Hwy Dept - Signs FROM 10/31/18 ROAD NAME SIGNS 67321	2,059.97
		Total	4,939.65
7198	11/15/2018	LISOWE OIL 23922, 24032	
100-09-53311-600-030		Hwy Dept - Fuel FROM 10/24/18 23922	1,735.05
100-09-53311-600-030		Hwy Dept - Fuel FROM 11/5/18 24032	1,808.87
		Total	3,543.92
7199	11/15/2018	MCPMAHON 0912026	
100-00-53441-200-000		Stormwater Planning UNPS STORMWATER PLANNING 0912026	5,633.89
		Total	5,633.89

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7200	11/15/2018	MENARDS-APPLETON EAST 49558, 49620, 49630, 49635	
100-09-53311-505-000		Hwy Dept - Building Maint FROM 11/6/18 49558	117.33
100-09-53311-505-000		Hwy Dept - Building Maint FROM 11/7/18 49620	231.07
100-09-53311-505-000		Hwy Dept - Building Maint FROM 11/7/18 49630	18.93
100-00-51440-400-000		Elections - Supplies CONTAINERS, FOLDING CART FROM 11/7/18 49635	47.91
		Total	415.24
7201	11/15/2018	MONROE TRUCK EQUIPMENT, INC 798582	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 11/9/18 SHOVELS, LIGHTS 798582	696.90
		Total	696.90
7202	11/15/2018	OFFICE DEPOT CREDIT PLAN BALANCE THROUGH 10/18/18	
100-02-51400-400-000		Gen. Admin - Supplies BALANCE THROUGH 10/18/18	320.37
		Total	320.37
7203	11/15/2018	PETTY CASH-FIRE DEPARTMENT 2018 PETTY CASH	
100-06-52200-301-000		Fire Dept - Petty Cash 2018 PETTY CASH	1,000.00
		Total	1,000.00
7204	11/15/2018	RENNERTS 39936	
100-06-52200-600-000		Fire Dept - Vehicle Maint. UNIT 71 PARTS FROM 11/5/18 39936	211.65
		Total	211.65
7205	11/15/2018	SENSIT TECHNOLOGIES LLC 0265222-IN	
100-06-52200-700-000		Fire Dept - Equip Maintenance FROM 11/2/18 CERT OF CALIBRATION 0265222-IN	40.00

11/15/2018 8:36 AM

Check Register - Full Report - ALL
ALL Checks

Page: 7
ACCT

INVESTORS COMMUNITY BANK

Dated From: 11/01/2018

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
Total			40.00
7206	11/15/2018	SMT MANUFACTURING & SUPPLY LLC 0054866-IN	
100-09-53311-505-000		Hwy Dept - Building Maint BELTS FROM 10/30/18	57.62
		0054866-IN	
Total			57.62
7207	11/15/2018	SPECTRUM- 6401 606836401110218	
100-02-51400-400-006		Gen. Admin - Service Contracts ACC 606836401 SERVICE PERIOD 11/08-12/07	424.91
Total			424.91
7208	11/15/2018	SPRANGERS ELECTRIC INC INV 6206 LESS SALES TAX-TAX EXEMPT	
100-09-53315-902-000		Hwy Dept - Signs SCHOOL SIGNAL FROM 10/22/18	195.00
		6206	
Total			195.00
7209	11/15/2018	STAMPS.COM S1092618111	
100-02-51400-400-006		Gen. Admin - Service Contracts METER 7434038 SERVICE FEE 11/1-11/30	39.99
		S1092618111	
Total			39.99
7210	11/15/2018	STUMPF EXCAVATING & TRUCKING 7954	
100-09-53311-505-000		Hwy Dept - Building Maint PUMP HOLDING TANKS 11/1/18	240.00
		7954	
Total			240.00
7211	11/15/2018	SUBURBAN WILDLIFE SOLUTIONS LLC 3672	
100-00-53441-000-000		Storm Sewer Maintenance TRAP MUSKRATS ON PONDS THRU 10/31/18	2,700.00
		3672	
Total			2,700.00
7212	11/15/2018	TECC SECURITY SYSTEMS INC 47217, 47400	

11/15/2018 8:36 AM

Check Register - Full Report - ALL

Page: 8

ALL Checks

ACCT

INVESTORS COMMUNITY BANK

Dated From: 11/01/2018

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-505-000		Hwy Dept - Building Maint	242.00
		SERVICE 10/29/18, DUCT SMOKE DETECTOR 47217	
100-09-53311-505-000		Hwy Dept - Building Maint	152.00
		SERVICE 11/7/18 FRONT DOOR LOCK 47400	
		Total	394.00
		Grand Total	283,418.71

11/15/2018 8:36 AM

Check Register - Full Report - ALL
ALL Checks
INVESTORS COMMUNITY BANK

Page: 9
ACCT

Dated From: 11/01/2018
Thru:

From Account:
Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	283,418.71
Total Expenditure from all Funds	283,418.71



APPLICATION FOR LICENSE TO SERVE FERMENTED MALT BEVERAGES AND INTOXICATING LIQUORS

Village of Harrison, Wisconsin

To the Board of the Village of Harrison, WI:

I hereby apply for a license to serve, from date hereof to June 30, 2019, 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: Mehlberg First Name: Tammy Middle I: J
 Street Address: 307 W. Weiland Ave City: Appleton Zip: 54911
 Day Phone: 920 810 2419 Evening Phone: _____
 Date of Birth: _____ Where will you be working?: Darboy Corner Store
 Driver's License Number: _____

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

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

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

Violation	County or Municipality	Approximate Date
None		

WITNESS SIGNATURE:

Subscribed and sworn to before me this 20th day of November 2018/19.

[Signature]

Witness Signature

Witness Address: W5298 Hwy 114
Harrison WI 54952

Tammy J. Mehlberg 11-20-18
 Applicant Signature Date

Office Use Only: \$25.00

Reported to the Board:

Background Check

Course Completion



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Request Date: 11/20/2018

Report Date: 11/20/2018

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

Name: **MEHLBERG, TAMMY J**

Date of Birth: 4/16/1969

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:

November 27, 2018

Title:

Certified Survey Map – Gross/Fredericks

Issue:

Should the Village Board approve the Certified Survey Map?

Background and Additional Information:

This item was postponed from the October 30th meeting in order for options to be presented to the landowner. Village staff discussed the right-of-way issue with the applicant and land owner. The Village Board met on November 13th to discuss the issue as well. The Village Board passed a motion that the developer will work with Village staff to draft an agreement for acquisition of the additional 7-feet in the future with payment to be escrowed by the developer. Attached to this memo is the draft agreement, revised CSM, and offer to purchase submitted to the Village by the developer. As of the writing of this memo, the Village Attorney has not reviewed the draft documents.

The applicant is proposing a 2-lot Certified Survey Map (CSM) for the property located at W6387 Manitowoc Road. Lot 1 is proposed to be 3.7-ac and will include the existing house and accessory buildings. Lot 2 is proposed to be 6.0-ac and will be further subdivided in the future as the Hidden Pines subdivision (previously reviewed by the Plan Commission). One issue with the CSM as proposed, Manitowoc Road should be dedicated as a 40-foot right-of-way (ROW) from the section line, 80-foot ROW total. The additional ROW will allow for future urbanization and pedestrian facilities along Manitowoc Road.

Budget Impacts:

None

Recommended Action:

The Plan Commission will meet prior to the Village Board to discuss and act on the Certified Survey Map. The Plan Commission decision will be presented at the meeting.

Staff recommends approval of the Certified Survey Map with the following conditions:

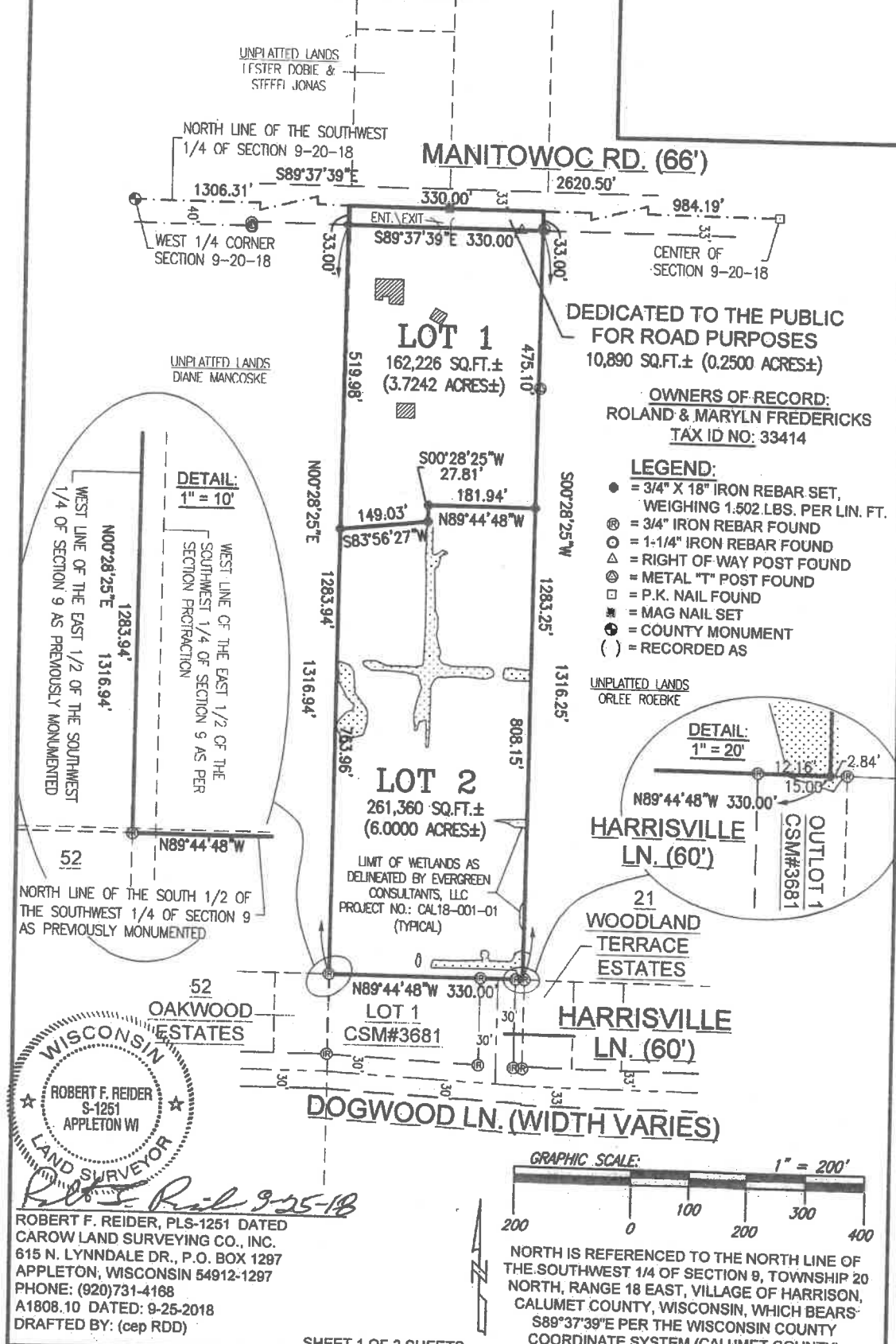
1. Manitowoc Road shall be dedicated as a 40-foot right-of-way on Lot 1.

Attachments:

- Aerial Map
- CSM
- Email & Draft Agreements

CERTIFIED SURVEY MAP NO. _____

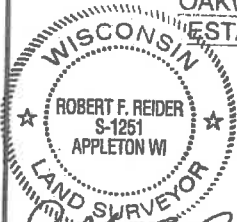
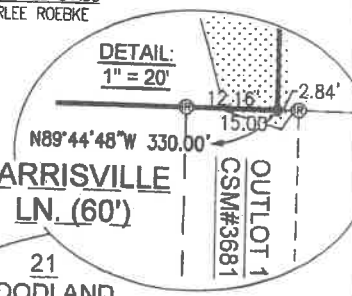
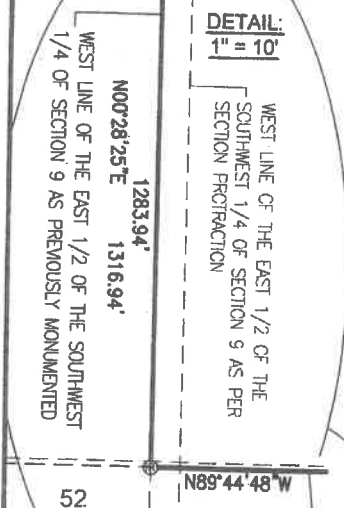
BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.



DEDICATED TO THE PUBLIC FOR ROAD PURPOSES
10,890 SQ.FT.± (0.2500 ACRES±)

OWNERS OF RECORD:
ROLAND & MARYLN FREDERICKS
TAX ID NO: 33414

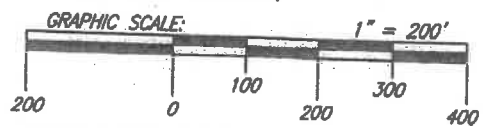
- LEGEND:**
- = 3/4" X 18" IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
 - ⊙ = 3/4" IRON REBAR FOUND
 - = 1-1/4" IRON REBAR FOUND
 - △ = RIGHT OF WAY POST FOUND
 - ⊕ = METAL "T" POST FOUND
 - ⊞ = P.K. NAIL FOUND
 - ⊟ = MAG NAIL SET
 - ⊠ = COUNTY MONUMENT
 - () = RECORDED AS



Robert F. Reider 9-25-18

ROBERT F. REIDER, PLS-1251 DATED CAROW LAND SURVEYING CO., INC. 615 N. LYNNDALE DR., P.O. BOX 1297 APPLETON, WISCONSIN 54912-1297 PHONE: (920)731-4168 A1808.10 DATED: 9-25-2018 DRAFTED BY: (cep RDD)

DOGWOOD LN. (WIDTH VARIES)



NORTH IS REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN, WHICH BEARS S89°37'39"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM (CALUMET COUNTY)

CERTIFIED SURVEY MAP NO.

BEING PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, TOWN OF HARRISON, CALUMET COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SECTION 9; THENCE S89°37'39"E, 1306.31 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 9 TO THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 9 AS PREVIOUSLY MONUMENTED AND THE POINT OF BEGINNING; THENCE CONTINUING S89°37'39"E, 330.00 FEET ALONG SAID NORTH LINE; THENCE S00°28'25"W, 1316.25 FEET TO THE NORTH LINE OF CERTIFIED SURVEY MAP NO. 3681; THENCE N89°44'48"W, 330.00 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 9 AS PREVIOUSLY MONUMENTED; THENCE N00°28'25"E, 1316.94 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF KENT GROSS, W6349 DOGWOOD LANE, MENASHA, WISCONSIN 54952.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF CALUMET COUNTY.



Robert F. Reider 9-25-18

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE; (920)731-4168
A1808.10 (RFR) 9-25-2018

VILLAGE TREASURER CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS MINOR SUBDIVISION AS OF THIS _____ DAY OF _____, 20____.

TOWN TREASURER

DATED

VILLAGE OF HARRISON APPROVAL:

THIS CERTIFIED SURVEY MAP WAS APPROVED AND ACCEPTED BY THE VILLAGE OF HARRISON ON THIS _____ DAY OF _____, 20____

VILLAGE CHAIRPERSON

VILLAGE CLERK

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.

COUNTY TREASURER CERTIFICATE:

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LANDS INCLUDED IN THIS MINOR SUBDIVISION AS OF THIS _____ DAY OF _____, 20____.

COUNTY TREASURER DATED

OWNER'S CERTIFICATE:

AS OWNER (S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. I (WE) ALSO CERTIFY THAT THIS MAP IS REQUIRED BY S. 236.10 OR 236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: VILLAGE OF HARRISON

WITNESS THE HAND AND SEAL OF SAID OWNER (S) THIS _____ DAY OF _____, 20____.

ROLAND FREDERICKS

MARYLN FREDERICKS

STATE OF WISCONSIN)

) SS

COUNTY OF CALUMET)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, THE ABOVE NAMED PERSON (S) TO ME KNOWN TO BE THE PERSON (S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC

CO., WISCONSIN

MY COMMISSION EXPIRES _____



Robert F. Reider 9-25-18

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A1808.10 (RFR) 9-25-2018

Mark Mommaerts

From: Kent Gross <klgmmhg@yahoo.com>
Sent: Tuesday, November 20, 2018 6:25 AM
To: Travis Parish; Mark Mommaerts
Subject: Agreements for additional ROW
Attachments: Updated CSM with 7' and Legal.pdf; Agreement Fredericks to Village.docx; Option to Purchase - Fredericks.pdf; Agreement to fund Escrow for ROW.docx

Travis and Mark,

Please find the following documents for review:

1. Updated CSM cover page indicating 7' reserved for future public acquisition and legal description for additional 7' ROW strip.
2. Proposed agreement - Fredericks to the village
3. WB-24 Option to Purchase
4. Proposed agreement - Gross to the village

Essentially we are looking at providing two separate agreements...one from the Fredericks agreeing to sell the land, and the second from us (developers) agreeing to fund the escrow for payment of the acquisition.

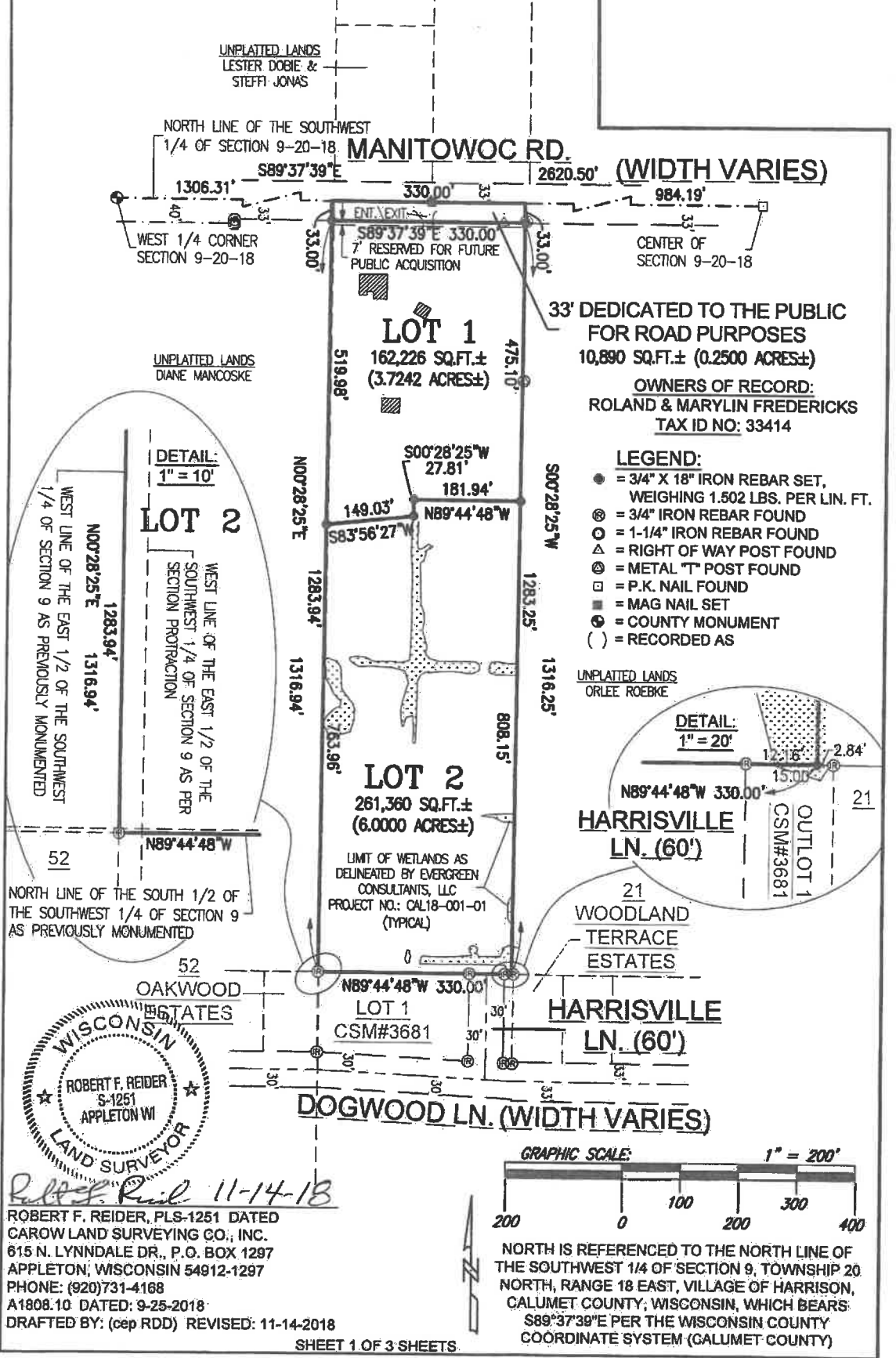
We are still working to get the actual Escrow Agreement set up with Knight Barry Title. In the meantime, I wanted to get these items sent over for review.

Please provide feedback after they are reviewed.

Thank you,
Kent

CERTIFIED SURVEY MAP NO. _____

BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.



UNPLATTED LANDS
LESTER DOBIE &
STEFFI JONAS

NORTH LINE OF THE SOUTHWEST
1/4 OF SECTION 9-20-18

MANITOWOC RD. (WIDTH VARIES)

WEST 1/4 CORNER
SECTION 9-20-18

CENTER OF
SECTION 9-20-18

UNPLATTED LANDS
DIANE MANCOSKE

33' DEDICATED TO THE PUBLIC
FOR ROAD PURPOSES
10,890 SQ.FT.± (0.2500 ACRES±)

OWNERS OF RECORD:
ROLAND & MARYLIN FREDERICKS
TAX ID NO: 33414

LEGEND:

- = 3/4" X 18" IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
- ⊙ = 3/4" IRON REBAR FOUND
- = 1-1/4" IRON REBAR FOUND
- △ = RIGHT OF WAY POST FOUND
- ⊕ = METAL "T" POST FOUND
- = P.K. NAIL FOUND
- ⊙ = MAG NAIL SET
- ⊙ = COUNTY MONUMENT
- () = RECORDED AS

DETAIL:
1" = 10'

LOT 2
WEST LINE OF THE EAST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 9 AS PER
SECTION PROTRACTION

DETAIL:
1" = 20'

UNPLATTED LANDS
ORLEE ROEBKE

HARRISVILLE LN. (60')

21
WOODLAND
TERRACE
ESTATES

HARRISVILLE LN. (60')

LOT 1
CSM#3681

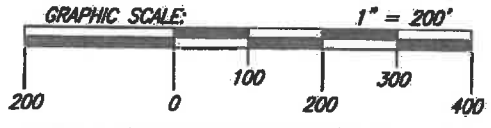
NORTH LINE OF THE SOUTH 1/2 OF
THE SOUTHWEST 1/4 OF SECTION 9
AS PREVIOUSLY MONUMENTED

LIMIT OF WETLANDS AS
DELINEATED BY EVERGREEN
CONSULTANTS, LLC
PROJECT NO.: CAL18-001-01
(TYPICAL)



Robert F. Reider 11-14-18

ROBERT F. REIDER, PLS-1251 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDALE DR., P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4188
A1808.10 DATED: 9-25-2018
DRAFTED BY: (cep RDD) REVISED: 11-14-2018



NORTH IS REFERENCED TO THE NORTH LINE OF
THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 20
NORTH, RANGE 18 EAST, VILLAGE OF HARRISON,
CALUMET COUNTY, WISCONSIN, WHICH BEARS
S89°37'39"E PER THE WISCONSIN COUNTY
COORDINATE SYSTEM (CALUMET COUNTY)



NOVEMBER 14, 2018

RE: KENT GROSS
A1808.10

615 N. Lynndale Drive
P.O. Box 1287
Appleton, Wisconsin 54912-1287
Phone (920) 731-4188
Fax (920) 731-5873

DESCRIPTION OF 7 FOOT STRIP RESERVED FOR FUTURE ACQUISITION:
A PARCEL OF LAND BEING PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING WEST ¼ CORNER OF SECTION 9; THENCE S89°37'39"E, 1306.31 FEET ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 9 TO THE WEST LINE OF THE EAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9 AS PREVIOUSLY MONUMENTED; THENCE S00°28'25"W, 33.00 FEET ALONG SAID WEST LINE TO THE EXISTING SOUTH RIGHT-OF-WAY LINE OF MANITOWOC ROAD AND THE POINT OF BEGINNING; THENCE S89°37'39"E, 330.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE; THENCE S00°28'25"W, 7.00 FEET; THENCE N89°37'39"W, 330.00 FEET TO THE WEST LINE OF THE EAST ¼ OF THE SOUTHWEST ¼ OF SECTION 9 AS PREVIOUSLY MONUMENTED; THENCE N00°28'25"E, 7.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 2,310 SQUARE FEET OF LAND MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. **NOTE:** THE ABOVE DESCRIBED PARCEL IS TO BE PART OF LOT 1 OF A FUTURE CERTIFIED SURVEY MAP.

WB-24 OPTION TO PURCHASE

1 ATTORNEY DRAFTING THIS OPTION ON November 16, 2018 [DATE] IS

2 (AGENT OF SELLER/LISTING BROKER) **STRIKE THOSE NOT APPLICABLE**

3 The Seller (Optionor), Roland Fredericks and Marilyn Fredericks, hereby grants to

4 the Buyer (Optionee), the Village of Harrison

5 an option to purchase (Option) the Property known as [Street Address] Part of W6387 Manitowoc Rd, (Legal Description is Attached)

6 _____ in the Village

7 of Harrison, County of Calumet, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all
9 Sellers and delivered to Buyer on or before December 14, 2018 (Time is of the Essence).

10 **OPTION TERMS**

11 ■ INITIAL OPTION TERM: A nonrefundable option fee of \$ _____ will be paid by Buyer to Seller within _____ days
12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 141 of this Option is checked. This Option may only be
13 exercised if Buyer delivers written notice to Seller no later than midnight December 31, 2028 unless extended below.

14 ■ EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight December 31, 2033 upon
15 payment of \$ _____ to Seller on or before December 31, 2028, as an option
16 extension fee which shall not be refundable.

17 ■ EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that
18 Buyer exercises this Option. If the Option is exercised, \$ _____ of the option fee and \$ _____ of the
19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 **CAUTION: If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-268
21 or 326-330 or in a separate agreement attached per line 325.**

22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

23 ■ PURCHASE PRICE: Will be calculated at time of exercise of option (see Lines 257-259) _____ Dollars
24 (\$ _____) will be paid in cash or equivalent at closing unless otherwise provided below.

25 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Option
26 not excluded at lines 28-29, and the following additional items: no additional items

27
28 ■ NOT INCLUDED IN PURCHASE PRICE: _____
29 _____

30 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 75-82) to be excluded by
31 Seller or which are rented and will continue to be owned by the lessor.**

32 **NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a
36 party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): _____

39 Buyer's recipient for delivery (optional): _____
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: W6387 Manitowoc Road, Appleton, WI 54915
48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this
56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
57 Option except: _____ If "Time is of the Essence" applies
58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
61 to, or Actual Receipt by, all Buyers or Sellers.

62 **DEFINITIONS**

63 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
64 physically in the Party's possession, regardless of the method of delivery.

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
70 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
71 midnight of that day.

72 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
73 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
74 the expected normal life of the premises or adversely affect the use of the Property.

75 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.**

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

86 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
87 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
88 verified by survey or other means.

89 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
90 dimensions, if material.**

91 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

104 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Option to Buyer's
105 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
106 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
107 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
108 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

109 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
111 5830.

112 **CLOSING** This transaction is to be closed (within 30 days after the exercise of this Option) (no later
113 than n/a) **STRIKE AND COMPLETE AS APPLICABLE** at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and
117 _____.

118 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
125 known, multiplied by current mill rate (current means as of the date of closing)

126 _____
127 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
128 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
129 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

130 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
131 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
132 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are
137 No lease

138 _____ Insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

139 **LEASE-OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 n/a Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 n/a This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____ n/a
152 and, if applicable, Real Estate Condition Report dated _____ n/a, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option
154 by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and _____

155 _____
156 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

157 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
158 **709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures**
159 **provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that**
160 **has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,**
161 **personal representatives who have never occupied the Property). The buyer may have certain rescission rights per Wis. Stat. § 709.05 if**
162 **Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before**
163 **expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney**
164 **for additional information regarding rescission rights.**

165 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 **ZONING** Seller represents that the property is zoned _____.

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
176 Admin. Code Ch. SPS 367), if applicable.

177 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Option. A
178 material failure to perform any obligation under this Option is a default which may subject the defaulting party to liability for damages or other legal
179 remedies.

180 If Buyer defaults, Seller may:

- 181 (1) sue for specific performance if Buyer has exercised this Option; or
182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

- 184 (1) sue for specific performance; or
185 (2) terminate the Option and may sue for actual damages.

186 In addition, the Parties may seek any other remedies available in law or equity.

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
190 agreement.

191 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
192 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
193 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
194 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

195 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
196 transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the benefit of the
197 Parties to this Option and their successors in interest.

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoil tests,
205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
208 agreed by the Parties in writing.

209 **RECORDING OF OPTION** Buyer (may) ~~STRIKE ONE~~ record this Option at Buyer's expense.
210 Buyer (may) (may not) ~~STRIKE ONE~~ ("may" if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an
212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.

213 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
220 taxes levied in the year of closing and no other encumbrances

221 _____
222 _____ which constitutes merchantable title for purposes of
223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
227 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
228 **other than the current use.**

229 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
230 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 ■ ~~**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"~~
233 ~~if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance~~
234 ~~commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue~~
235 ~~the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for~~
236 ~~closing (see lines 242-248).~~

237 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
238 commitment is delivered to Buyer's attorney or Buyer not more than 15 days after Seller grants this Option ("15" if left blank), showing
239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION: Buyer should consider obtaining an update of the title commitment prior to exercising this Option.**

242 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
243 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
244 reasonable time, but not exceeding 10 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
245 to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections,
246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this
250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
252 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
253 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
254 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
255 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

256 **ADDITIONAL PROVISIONS**

257 A. The purchase price at Lines 23-24 shall be calculated as follows: The assessed value of one acre of the Residential land in parcel
258 no. 33414 as of the most recent tax bill prior to the exercise of option shall be multiplied by .0530, and the result shall be the
259 purchase price. (2310 sq ft in the option parcel divided by 43,560 sq ft per acre = 0.0530) The value shall be for land only - no improvements. _

260 _____
261 B. The buyer shall only be able to exercise this option during the option term or any extension thereof if there is an approved plan to
262 widen the portion of Manitowoc Road adjacent to the option parcel, and such road widening is scheduled to start within eighteen (18)
263 months of the exercise of the option.

264 _____
265 C. The option to purchase shall be recorded, and shall be binding upon all subsequent owners of the land subject to the option.
266 _____(Legal description is attached)_____

267 _____
268 _____

269 CONDOMINIUM UNITS

270 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before**
271 **entering into this Option. See lines (198-208)**

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including each stage of expansion and the maximum number of units that can
282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the
283 executive summary.

284 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
288 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
289 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. **The Parties agree that the 5 business days begin upon the earlier**
290 **of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery**
291 **of the documents.**

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 ■ **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing
295 other condominium materials as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the
298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
299 Stat. § 703.165), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.), any pending litigation
300 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension
303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

304 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
306 monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
307 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if
309 necessary to perform the activities authorized in this Option. Buyer and licensees may be present at all inspections and testing. Except as
310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect
313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____
319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____
321 _____

322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.
323 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if**
324 **environmental contamination is present), any limitations on Buyer's testing and any other material terms.**

325 **ADDENDA:** The attached Legal Description is/are made part of this Option.
326 **ADDITIONAL PROVISIONS** _____
327 _____
328 _____
329 _____
330 _____

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by [Licensee and Firm] Attorney Jonathan A. Olson
336 _____ on November 16, 2018

337 Buyer Entity Name (if any): Village of Harrison

338 (x) _____
339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

340 (x) _____
341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): _____

346 (x) _____
347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Roland Fredericks Date ▲ _____

348 (x) _____
349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Marylin Fredericks Date ▲ _____

350 This Option was presented to Seller by [Licensee and Firm] _____
351 _____ on _____ at _____ a.m./p.m.

352 This Option is rejected _____ This Option is countered _____
353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.**

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

360 (x) _____
361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

November 19, 2018

Village of Harrison

Attn: Mr. Travis Parish

From: Roland and Marylin Fredericks, or the Estate

LOCATION: W6387 MANITOWOC RD, in the Village of Harrison, Calumet County, WI

RE: CSM – Manitowoc Road Right-of-Way Agreement

In conjunction with our request for approval of the recently submitted Certified Survey Map - we hereby grant to the Village of Harrison the Option to Purchase land needed for additional right-of-way adjacent to the front of our property in the future when the roadway is reconstructed and/or widened. The attached Option to Purchase form WB-24, being part of this agreement, further describes the details of the option to include the Legal Description of the 2,310 square foot area being offered.

Said Option to Purchase has been recorded at the office of the Calumet County Register of Deeds as Document _____ on November ____, 2018.

Roland Fredericks

Marylin Fredericks

November 19, 2018

Village of Harrison

Attn: Mr. Travis Parish

From: Kent Gross and Michelle Harmon-Gross

LOCATION: W6387 MANITOWOC RD, in the Village of Harrison, Calumet County, WI

RE: CSM – Manitowoc Road Right-of-Way Agreement

In conjunction with our request for approval of the recently submitted Certified Survey Map - we hereby agree to deposit \$1,500.00 into an escrow account payable to the Village of Harrison, being held with Knight Barry Title Company. Funds are payable to the Village of Harrison upon its exercising of the Option to Purchase of land needed for additional right-of-way adjacent to the front of the above property in the future when the roadway is reconstructed and/or widened. Said Option to Purchase, which includes the Legal Description of the land, has been recorded at the office of the Calumet County Register of Deeds as Document _____ on November __, 2018.

The attached Escrow Agreement, being part of this agreement, further describes the details of how funds shall be disbursed.

As a point of reference, the current value for the described land based on the 2017 tax assessment is: **\$886.00**

Residential 1-Acre land value = \$16,700 X .0530 acre

Kent L. Gross

Michelle Harmon-Gross

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

November 27, 2018

Title:

Certified Survey Map – Rose

Issue:

Should the Village Board approve the Certified Survey Map?

Background and Additional Information:

The applicant is proposing a 1-lot Certified Survey Map (CSM) in order to combine two properties into one. The properties are located at W5645 Firelane 12, tax id 41426 & 41424. The reason for the combination is to remove the property line, and setback requirements, in order to construct a new home on the property.

Budget Impacts:

None

Recommended Action:

The Plan Commission will meet prior to the Village Board to discuss and act on the Certified Survey Map. The Plan Commission decision will be presented at the meeting.

Staff recommends approval of the Certified Survey Map.

Attachments:

- Aerial Map
- CSM



Calumet County, WI

Legend

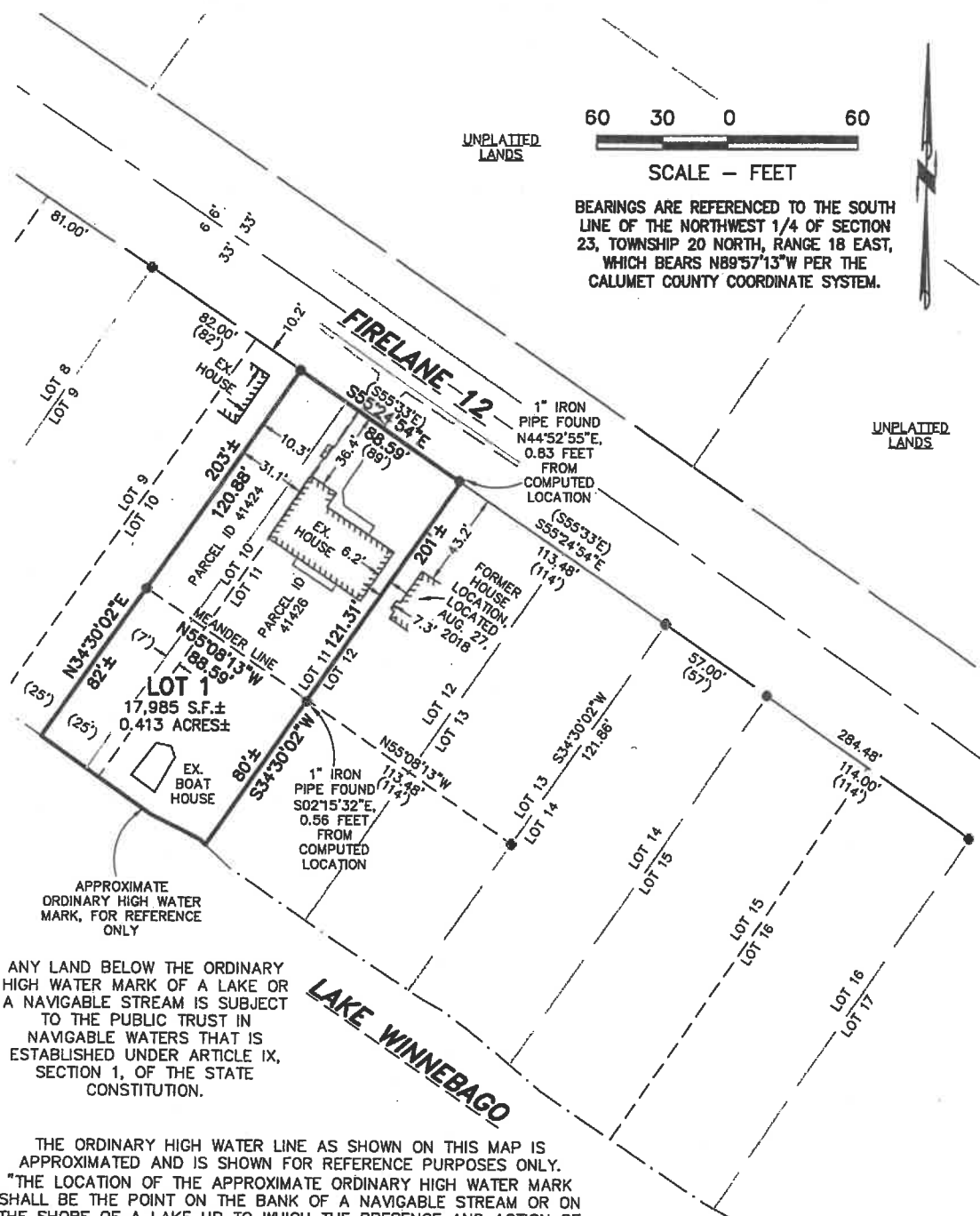
- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hook
- PLSS Section
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Local Roads
- Municipal Streets
- Trail
- Railroad
- Color 2014
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3



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

Author:	
Date Printed:	11/19/18 2:48 PM
Source:	

A PART OF LOT 10 AND ALL OF LOT 11 OF LONG BEACH PLAT, LOCATED IN GOVERNMENT LOT 2 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 18 EAST, WHICH BEARS N89°57'13"W PER THE CALUMET COUNTY COORDINATE SYSTEM.

APPROXIMATE ORDINARY HIGH WATER MARK, FOR REFERENCE ONLY

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

THE ORDINARY HIGH WATER LINE AS SHOWN ON THIS MAP IS APPROXIMATED AND IS SHOWN FOR REFERENCE PURPOSES ONLY. THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF A NAVIGABLE STREAM OR ON THE SHORE OF A LAKE UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS".

LEGEND

- - 1" IRON PIPE FOUND (1.315" O.D.)
- ⊕ - CERTIFIED LAND CORNER CALUMET COUNTY
- () - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

A PART OF LOT 10 AND ALL OF LOT 11 OF LONG BEACH PLAT, LOCATED IN
GOVERNMENT LOT 2 OF SECTION 23, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF
HARRISON, CALUMET COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, David M. Schmalz, Wisconsin Professional Land Surveyor S-1284, certify that I have surveyed, divided and mapped a part of Lot 10 and all of Lot 11 of Long Beach Plat, located in Government Lot 2 of Section 23, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 17,985 square feet (0.413 acres) of land more or less and more particularly described as follows:

Commencing at the West 1/4 corner of said Section 23; thence S00°18'28"W, 610.95 feet along the West line of said Government Lot 2 to the Northwesterly extension of the Southerly right-of-way line of Firelane 12; thence S55°24'54"E, 29.79 feet along said Northwesterly extension to the Northwest corner of Lot 1 of said Long Beach Plat; thence continue S55°24'54"E, 661.00 feet along said Southerly right-of-way line of Firelane 12 to the Northwest corner of the West 25 feet of the East 32 feet of said Lot 10 and the Point of Beginning; thence continue S55°24'54"E, 88.59 feet along said Southerly right-of-way line to the Northeast corner of said Lot 11; thence S34°30'02"W, 121.31 feet along the East line of said Lot 11 to the start of meander line of Lake Winnebago, said point being N34°30'02"E, 80 feet more or less from the approximate ordinary high water mark of said Lake Winnebago; thence N55°08'13"W, 88.59 feet along said meander line to the West line of the West 25 feet of the East 32 feet of said Lot 10, said point being N34°30'02"E, 82 feet more or less from the approximate ordinary high water mark of said Lake Winnebago; thence N34°30'02"E, 120.88 feet along said West line to the Point of Beginning, also including all Lands between the above described meander line and the ordinary high water mark of said Lake Winnebago within the extended lot lines.

That I have made this survey by the direction of the Owners of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and the Village of Harrison Subdivision Ordinance in surveying, dividing and mapping the same.

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

David M. Schmalz, WI Professional Land Surveyor S-1284

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:
Mark J. Mommaerts, AICP, Planner

Meeting Date:
November 27, 2018

Title:
Park Impact Fee Waiver Request

Issue:
Should the Village Board consider waiving or reducing the Park Impact Fee for an assisted living facility?

Background and Additional Information:

Care Partners Assisted Living is proposing an assisted living facility for a property along Amy Avenue east of State Park Road. The initial proposal is for approximately 56 residential units. As part of the development/building process, all residential developments creating additional dwelling units, must pay a park impact fee charge. The charge is broken into two categories, single-family and multi-family. The single-family charge is \$800 and the multi-family charge is \$740 per unit. The charge is based on a needs analysis completed in 2007.

- Ordinance Chapter 103, Article V - Park Impact Fees. Any person who, after the effective date of this section or any amendment thereto, creates residential land development, or applies for a building permit for the erection, enlargement, or alternation of residential properties that results in additional dwelling units, shall pay impact fees as set forth below before building permit may be given by the Town.

Park Improvement Impact Fee Schedule	Park Improvements
Single Family Residential Development - per dwelling unit	\$800
Multi-family Residential Development - per dwelling unit	\$740

Care Partners is requesting the Village waive the park impact fee due to the nature of their business. The park impact fee for 56-units at \$740 is \$41,440. [A potential reduction to \$400 per unit (1/2 the single-family amount) will result in a park impact fee of \$22,400.]

Budget Impacts:
Reduction in revenue of Park Impact Account

Recommended Action:

Staff recommends maintaining the current park impact fee amount or a possible reduction. Staff does not recommend waiving the fee completely.

Attachments:

- Letter from Care Partners Assisted Living, LLC



Dear Village of Harrison Board Members,

We are requesting you waive the park impact fee of \$740.00 per unit. The fee currently, to my understanding, is for duplex units and not for multi-unit buildings. Care Partners Assisted Living units would not fall under the definition of duplex and then would not be required to pay this impact fee.

Thank you for your consideration to this matter.

Jason E. Lindemann

INDEPENDENT CONTRACTOR CONTRACT
Village of Harrison

This contract between the Village of Harrison in Calumet County, Wisconsin and Birschbach Inspection Service, INC at 18 West Main Suite L, Chilton, WI 53014 hereafter referred to as the Contractor, who is to be engaged under contract as an independent Building Inspector.

This contract is enacted under the provisions of Section 101.65 and 101.76 of the Wisconsin Statutes and is subject to all requirements, obligations and authority stated therein, with said sections being adopted by reference.

It shall be duty of the Contractor, as Municipality's Building Inspector, to administer the Municipality's building code. Notwithstanding the foregoing, the Municipality shall be solely responsible for discretionary decisions relating to enforcing the building code in a given instance. Further, the Contractor's failure to issue a building permit shall be held to be a discretionary act to which governmental immunity from tort liability shall apply. As such, the Contractor, as the Municipality's building inspector, shall:

1. Enforce all the provisions of the Uniform Dwelling Code (SPS-320- SPS-325), which shall include, but not be limited to:
 - A) Examination of all plans submitted to him and, if any discrepancies appear, to note them on the building permit placard and the application form.
 - B) To actually inspect each project with an active building permit as to the specific categories of project, that is the actual construction, the heating, ventilation and air conditioning, the electrical, the plumbing and the Erosion control.
 - C) To collect all fees due for both plan review and building inspections from each applicant and to turn all such fees into the Municipality's designated personnel.
 - D) To forward monthly, by the due date, all building permit applications to the State of Wisconsin.
2. The Contractor with the approval of the Village of Harrison Board shall set regular times at which he will make himself available in the Village of Harrison of not less than 2 hours per day M-F (except holidays observed by the Village of Harrison).
3. The Contractor shall maintain current records and prepare a monthly written report on the same. The Contractor shall also submit his computation of fees payable on a monthly basis.
4. The Contractor shall be available for inspections once he has received an official request within 48 hours excluding weekends and holidays.
5. The Contractor shall also have the following duties that are outside of the scope of the Uniform Dwelling Code:
 - A) To inspect all commercial buildings under 2500 sq ft, to ensure compliance with the relevant codes.(Wisconsin Commercial Code SPS 360 –SPS366).
 - B) To inspect all remodeling and additions to existing buildings.
 - C) To inspect all pools and decks, except agricultural.
 - D) Set culvert grades and re-check at occupancy.
 - E) Enforcement of all municipal codes and ordinances within the Contractor's scope, at the request of the Village Board.
 - F) To perform an annual Sign Inventory.
 - G) Assist the Village staff with property maintenance,public nuisance or raze orders at a fee of \$50.00 per hour.
 - H) Assist Village staff with construction site grade verifications during the permit process and final occupancy.
 - I) To inspect Erosion Control, Post Construction Erosion Control and Storm Water Management Permits Issued by the Village of Harrison at a fee of \$30.00 per inspection.
 - J) Work with Village staff on misc. building issues and concerns.
 - K) To collect fees and watch over all Commercial projects greater than 2500 sq and 2500 cubic feet.
 - L) To inspect electrical and plumbing on all commercial projects regardless of size.

Office Space and Supplies - A file cabinet, basic office supplies and access to a desk for use by the contractor will be provided by the municipality.

Separate Business - Contractor has its own office, its own equipment, its own materials, its own facilities and its own supplies.

Expenses - Contractor shall be responsible for all of Contractor's expenses. The Municipality shall not be responsible for any such expenses in connection with the building inspection business of the Contractor excluding the items mentioned above.

Legal Relationship - The Contractor shall act as an independent contractor.

Qualifications - The Contractor shall present his certifications to the municipality prior to commencing work and shall maintain such certifications during the period of this contract at the Contractor's expense. This shall be a condition of the contract.

Assistant Status - All assistants or helpers of the Contractor are the Contractor's personal and financial responsibility and are not the responsibility of the Municipality.

Records - In regard to records, the Municipality shall provide full access of its records to the Contractor and any records kept by the Contractor shall be made available to the Municipality.

Performance Responsibility - Contractor is solely and exclusively responsible for all performance and services to the Municipality. Contractor agrees to hold harmless, indemnify and defend Municipality from any claims any way connected with the services Contractor will provide.

Compliance with law - Contractor shall at all times comply with all federal, state and local laws and regulations.

Hold harmless/Insurance - Contractor shall defend, indemnify, hold harmless, and insure the Municipality from any and all damages, expenses or liability resulting from or arising out of, any gross negligence or misconduct on the Contractor's part. Contractor shall also obtain general liability insurance with policy limits of \$1,000,000.00 per occurrence and provide a certificate of insurance to the Municipality.

Complete Agreement - This constitutes the complete agreement between the parties hereto and there has been no other written or oral agreements upon which either the Contractor or Municipality has relied.

Parties Bound - This Contract shall be binding on the parties hereto and their respective heirs, successors and assigns.

Duration of Contract - the Contract shall be for a period of 3 years commencing January 1, 2019 through December 31, 2021.

Termination by the Municipality - The Municipality may terminate this contract by giving the Contractor a thirty-day notice if any of the following items are alleged and provide on behalf of the Contractor.

1. Fraud or deceit
2. Non-certified inspectors.
3. Negligence, incompetence or misconduct.
4. Criminal charges related to duties.
5. Conflict of interest.

Termination by Contractor - In the event the Contractor wishes to terminate this contract, he shall give sixty (60) days notice and return any fees not earned for the period prior to his termination.

Fee Schedule - Attached to this Contract are the agreed upon Permit Fee Schedule. The State of Wisconsin stamp on new homes will be the actual cost of the stamp. (\$35.00) currently. Duplexes and Condo's will be charged as two separate homes on the fee schedule minus a second Escrow and State Stamp..

Compensation - To be paid monthly following the Contractor's report and fees owed and its subsequent approval by the Village Board.

Building Escrow - Escrow deduction or forfeiture will result from the following:

1. Additional unwarranted inspections (Contractors Compensation)
 2. Failure to maintain the required erosion control. (Municipality or Contractors Compensation)
 3. Road clean up on the same day. (Municipality or Contractor Compensation)
 4. Failure to restore road or ditch to original condition. (Municipality Compensation)
- Note - Compensation will be retained by the entity by whom it was corrected; i.e. Municipality or Contractor.

Sign Ordinance Inventory - The building inspector would conduct the sign inventory for \$35.00 per hour including mileage.

1. The existing signs would be measured.
2. Locations documented.
3. A photo taken of each sign to complete the file.

This Contract is subject to the approval of the Village of Harrison's Boards and after its approval, shall be executed by the Village President.

It is so agreed. Dated this _____ day of _____, 20_____.

Village of Harrison

Contractor

Village President.

Birschbach Inspection Service, INC
Building Inspector.

Paul Birschbach

Village Clerk

BUILDING PERMIT

New Construction - Residential

Permit #

Village of Harrison

Name:

Address of Project:

Phone:

Parcel/Lot #

Sq. Ft. of Project:

Cost of Project:

Date:

Up to 2000 Sq.Ft.	\$ 300.00		
2001 to 3500 Sq. Ft.	\$ 400.00		
3501 to 5000 Sq. Ft.	\$ 500.00		
5001 Sq Ft. Plus.	\$ 600.00		

+212
+232
+242
+247

Electrical Service	\$ 55.00	
Electrical	\$ 110.00	
Plumbing	\$ 165.00	
Heating/A.C.	\$ 110.00	
Erosion Control	\$ 100.00	
State of WI. Stamp	\$ 35.00	

Lot Grade Check Fee	\$ 860.00	\$ 860.00	
Driveway Grade Check Fee	\$ 185.00	\$ 185.00	
Park Fee:	\$ 800.00	\$ 800.00	
Administrative Fee	\$ 150.00	\$ 150.00	
Escrow:	\$ 1,500.00	\$1,500.00	
Garners Creek:	\$ 15.00		
Land Use Permit:	\$ 250.00	\$ 250.00	
Culvert Permit:	\$150.00		

CK. Garners Creek

Total

Village of Harrison
W 5298 HWY 114
Menasha, WI 54952

Building Inspector
Paul Birschbach

Home Owner - Agent

BUILDING PERMIT

Additions-Remodel -Residential

Permit # **18-**

Village of Harrison

Name:

Address of Project:

Phone:

Parcel/Lot #:

Sq. Ft. of Project:

Cost of Project:

Date:

Type of Project

Additions-Base Fee + Land Use	\$150.00
Remodel-All Inclusive-Cost=>\$10,000	\$300.00
Remodel-All Inclusive-Cost<\$10,000	\$200.00
Deck-All Inclusive+ Land Use	\$200.00
Attached Garage-All Inclusive + Land Use	\$300.00
Basement Remodel/Elec/Plum-All Inclusive	\$300.00
Electrical Service	\$85.00
Electrical	\$90.00
Plumbing	\$90.00
Heating-A.C.Change	\$90.00
Siding/Windows/Roof	\$50.00
Seasonal Pools	\$50.00
Permanent Pool-All Inclusive + Land Use	\$150.00
Egress Window	\$100.00
Misc. Permit-One Inspection	\$100.00
Unattached Garage >200 SQ. FT.+Land Use	\$100.00

Code Specifies The
Maximum Number Of Roof
Layers Is Two

Zoning Permit.

Additions	\$100.00
Attached Garage	\$100.00
Perm -Pool	\$50.00
Deck	\$25.00
Accessory Building	\$50.00

Total

Village of Harrison
W 5298 HWY 114
Menasha, WI 54952

BUILDING PERMIT

Additions-Remodel -Residential

Permit # **18-**

Village of Harrison

	Name	License #'s
Contractor		
Plumber		
Electrician		
HVAC		

Inspections Required:

_____ Footings	_____ Erosion Control	_____ None
_____ Foundation:	_____ Rough Inn	
_____ U-G Plumb	_____ Insulation	
_____ Electric Service	_____ Final	

Comments: _____

Cautionary Statement.

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s. 101.654 (2) (a), the following consequences might occur:

- (a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.
- (b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two- family dwelling code under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

If this project is in a dwelling or child-occupied facility, built before 1978, and disturbs 6 sq. ft. or more of paint per room, 20 sq. ft. or more of exterior paint, or involves windows, then the requirements of ch. DHS 163 requiring Lead-Safe Renovation Training and Certification apply. Call (608) 261-6876 or go to the Wisconsin Department of Health Services' lead homepage for details of how to be in compliance.

Paul Birschbach.
Building Inspector.
Phone 920-989-2924

Home Owner - Agent _____

Building Inspector _____

Harrison-19-REMOD

Page 5-B

Building Permit -Village of Harrison

Manufactured Home

Permit #

Name :

Address Of Project

Sq. Ft. of House

Phone #

Cost

Date

Base Fee :	\$150.00	\$150.00	
Erosion Control:	\$100.00	\$100.00	
Electrical Service:	\$55.00	\$55.00	
Electrical Permit:	\$100.00	\$100.00	
U-G Plumbing:	\$55.00	\$55.00	
Plumbing Permit:	\$100.00	\$100.00	
HVAC Permit	\$100.00	\$100.00	
Total	\$660.00		

Lot Grade Check Fee	\$ 860.00	\$ 860.00	
Driveway Grade Check Fee	\$ 185.00	\$ 185.00	
Park Fee:	\$ 800.00	\$ 800.00	
Administrative Fee	\$ 150.00	\$ 150.00	
Escrow:	\$ 1,500.00	\$1,500.00	
Garners Creek:	\$ 15.00		
Land Use Permit:	\$ 250.00	\$ 250.00	
Culvert Permit:	\$150.00		
Total			

Inspections Required:

	Footings	Erosion Control	
	Foundation:	Rough Inn	
	U-G Plumb	Insulation	
	Electric Service	Final	

	(Garage)
	(Basement)

Building Inspector.
Paul Birschbach Office Hours 8:00-9:30 AM Daily

Harrison Office 920-989-2924
W 5298 HWY 114 920-989-1077 Fax
Menasha, WI 54952

Permit expires 24 months from date on this form

Building Permit -Village of Harrison

New Commercial-Additions-Alterations **Permit #**

Name	<input style="width: 100%;" type="text"/>		
Address:	<input style="width: 100%;" type="text"/>		
Phone :	<input style="width: 100%;" type="text"/>		
Sq. Ft. of Project:	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Cubic Ft. of Project :	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Cost of Project :	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Date	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Building Permit

Square Footage	<input style="width: 100%;" type="text"/>	X.08	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Base Fee		\$ 200.00		

Plumbing Permit

Fixture Count	<input style="width: 100%;" type="text"/>	\$8.00 per	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Base Fee		\$ 100.00		

Electrical Permit

Square Footage	<input style="width: 100%;" type="text"/>	X.08	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Base Fee		\$ 100.00		
Electrical Service < 200 AMP		\$ 85.00		
Electrical Service Temporary		\$ 85.00		
Electrical Service > 200 AMP-3Phase		\$ 100.00		

HVAC Permit

Square Footage	<input style="width: 100%;" type="text"/>	X.08	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Base Fee		\$ 100.00		
Escrow		\$ 1,500.00		
Land Use		\$ 250.00		
Remodel Projects will be charged at \$4.00 per \$ 1000.00 Value +Base Fee \$ 200.00		X 4.00		
		\$ 200.00		

When Sq. Ft. Does not apply.

TOTAL: Check -Village Of Harrison

Building Inspector.
 Paul Birschbach Office Hours 8:00-9:30 AM Daily
 Harrison Office 920-989-2924
 W 5298 HWY 114
 Menasha, WI 54952

Fax 920-989-1077

Building Permit -Village of Harrison

New Commercial-Additions-Alterations		Permit #	
Name			
Address:			
Phone :			
Sq. Ft. of Project:			
Cubic Ft. of Project :			
Cost of Project :			
Date			

Building Permit				BIS	HARRISON
Square Footage		X.08		80%	20%
Base Fee		\$ 200.00		80%	20%
Plumbing Permit					
Fixture Count		\$8.00 per		80%	20%
Base Fee		\$ 100.00		80%	20%
Electrical Permit					
Square Footage		X.08		80%	20%
Base Fee		\$ 100.00		80%	20%
Electrical Service < 200 AMP		\$ 85.00		80%	20%
Electrical Service Temporary		\$ 85.00		80%	20%
Electrical Service > 200 AMP-3Phase		\$ 100.00		80%	20%
HVAC Permit					
Square Footage		X.08		80%	20%
Base Fee		\$ 100.00		80%	20%
Escrow		\$ 1,500.00		0%	100%
Land Use		\$ 250.00		0%	100%
		X 4.00		80%	20%
		\$ 200.00		80%	20%

Remodel Projects will be charged at \$4.00 per
\$ 1000.00 Value +Base Fee \$ 200.00

When Sq. Ft. Does not apply.

TOTAL: Check -Village Of Harrison

Building Inspector.
Paul Birschbach Office Hours 8:00-9:30 AM Daily
 Harrison Office 920-989-2924
 W 5298 HWY 114
 Menasha, WI 54952

Fax 920-989-1077

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HAR-19-21-COMMERCIAL

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: November 27th, 2018

Title:

Authorize placement of culvert in right of way on Firelane 12.

Issue:

Should the Village of Harrison authorize the placement of a culvert in the right of way on Firelane 12?

Background and Additional Information:

Currently, a new home is being constructed on a lot on Firelane 12. Originally, this lot contained a large ravine approximately 9 feet high and 70 feet wide (per Village Engineer). This ravine was a natural drainage way for a large portion of the Firelane 12 area.

When the new property owners began construction of their new home, they had the ravine filled in to create a more usable lot. In order to address drainage, they installed a 48" culvert pipe. However approximately 10 feet of the culvert pipe was placed in the Village right of way.

The property owner is requesting after the fact permission to allow them to place a portion of the culvert in the Village right of way.

Budget/Financial Impact:

Unknown.

Recommendation:

Staff recommends denial of the request due to future maintenance concerns and potential liability for future flooding issues.

Attachments:

Engineer's Memo

Map

Emails



October 24, 2018

Mr. Bryan Peters
W5691 Firelane 12
Menasha, WI 54952

Re: W5691 Firelane 12 Drainage Study
Village of Harrison
McM No. P1015-9-18-00821

Dear Bryan,

The existing drainage conditions and culvert performance was evaluated along Firelane 12 in the Village of Harrison, Calumet County, Wisconsin. Drainage areas to each culvert were delineated based upon topographic survey and county 2-foot contours and are shown on Figure 1. The Hydrologic & Hydraulic (H&H) analysis was performed using XP's Storm water Management Model (XP-SWMM). XP-SWMM is a dynamic computer program capable of modeling complex watersheds and storm water conveyance systems. Please refer to the table below for culvert sizes, inverts, and peak discharge rates for the 25, 50, and 100-year, 24-hour rainfall events.

Point of Interest	Description	Peak Discharge Rates (cfs)			Upstream Invert	Downstream Invert	100-year WS Elev.
		25-Year	50-Year	100-Year			
1	30" CMP	9.55	11.85	14.39	784.50	782.98	785.55
2	36" CMP	51.09	63.98	78.34	767.48	765.36	771.90
3	48" HDPE	59.40	74.28	90.95	765.29	760.24	767.00

Based upon the H&H analysis, the existing 30" CMP under Firelane 12 West and 36" CMP under Firelane 12 are adequately sized to convey a 100-year, 24-hour rain event. In addition the newly installed 48" HDPE culvert at W5691 Firelane 12 was analyzed and is also sized to convey a 100-year, 24-hour rain event. However, it should be noted that the upstream invert of the 48" HDPE culvert is only 0.07-ft below the 36" CMP under Firelane 12.

Please contact our office with any questions or require additional information.

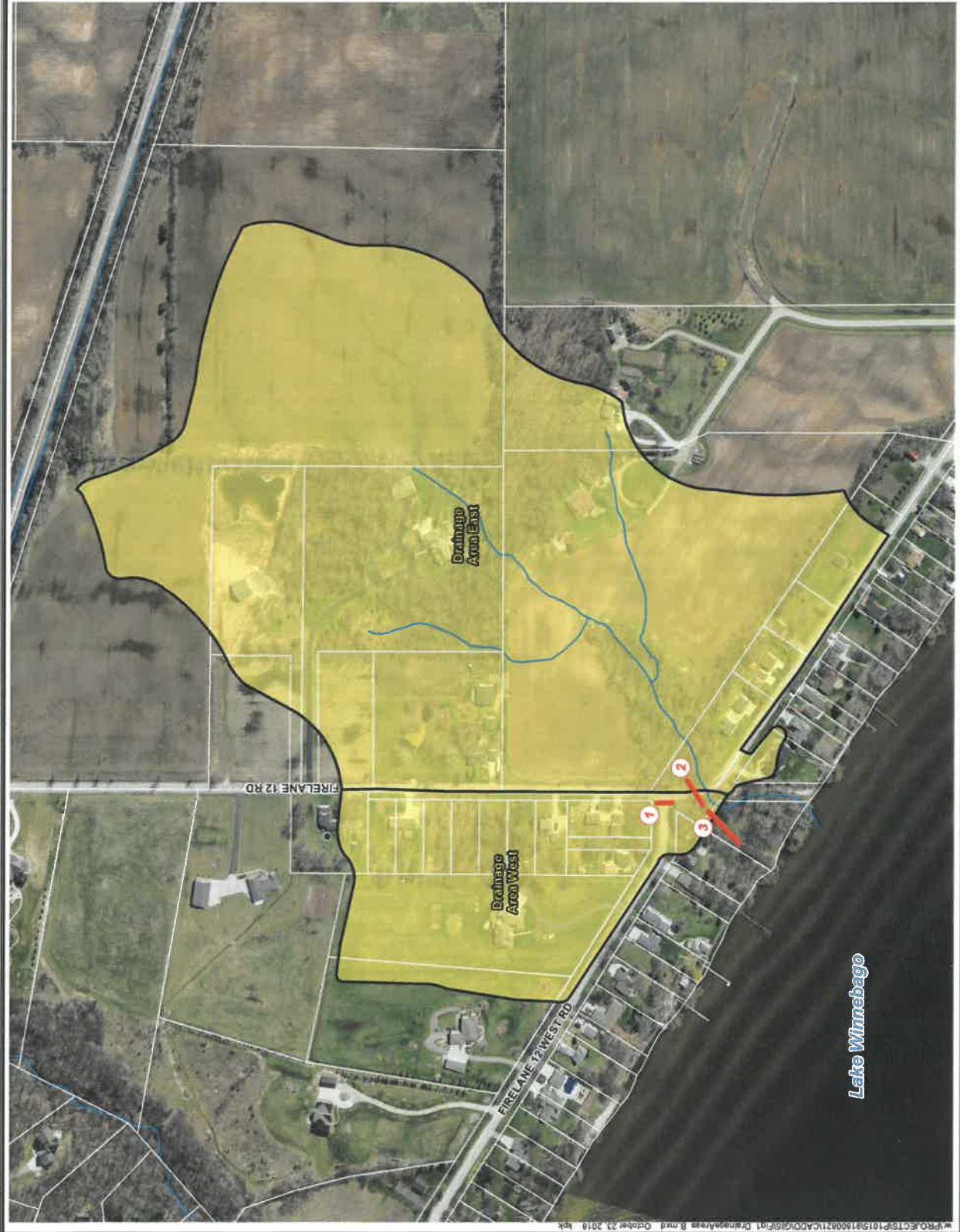
Thank you,

Lee Reibold, P.E.
Associate/Project Engineer






Attachment: Drainage basin map

Cc: Bob Kesler, Village of Harrison

w:\PROJECTS\P1015\91800821\Admin\Corres\



Mapped Features

-  Drainage Area
-  Existing Culvert
-  Parcel Line
-  Railroad Centerline
-  Stream

Source: Calumet County, 2014-16.
 Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County Geographic Information System. The County does not warrant the accuracy or completeness of the information. The property and right-of-way information are only intended for use as a general guide and are not to be used as a basis for any specific use. Any use of the information is at the user's own risk.



McMAHON
 ASSOCIATES, INC.

FIGURE 1
EXISTING DRAINAGE AREAS
AND CULVERTS
FIRELANE 12
DRAINAGE STUDY
VILLAGE OF HARRISON
CALUMET COUNTY, WISCONSIN

Travis Parish

From: andrew@midwestdesignhomes.com
Sent: Friday, November 09, 2018 2:44 PM
To: Travis Parish
Cc: 'Bryan Peters'; 'Sara Peters'; 'Jon Huss'
Subject: Firelane 12

Dear Mr. Parish,

I am the Project Manager for the construction of Bryan and Sara Peters house on Firelane 12. I have been with this project from the very beginning. I just wanted to give you a rundown of all the events that led up to the culvert so you have a better understanding.

This was a very tough site to build on from the beginning, but we had a good plan in place to make a decent buildable site. In May of this year, we were about to start digging the house when we got all that rain. We noticed that a lot of dirt was washing down the "navigable stream" into the lake and became concerned about the amount of erosion taking place on the north side of the property. This is where the 36" and the 30" culverts from the village converge in the ravine by the road. The entire bank along the road and the property to the west was being washed away. Bryan and I were concerned with how bad it was and also that the village would probably have to come across his property to fix it later, which is right where his holding tank would be. At this time, we came up with an idea to extend the Village's 36" culvert down through his property, which would allow us to fill on top of the culvert and fill in the ravine. We would then have created a ditch and used rip rap stone to allow the water from the 30" culvert to flow on top the newly filled in ravine, down to the lake. We were offering to fix the Villages erosion problem, and at the same time, create a nice, flat piece of property for Bryan and Sara.

(Here is an email sent from myself to Mark Mommaerts on May 24:

Hey Mark,

Are you going to be in your office tomorrow morning? I was hoping to stop by and discuss this project a little more. Would it be possible to have Bob Kesler available too? I wanted to talk about the possibility of us fixing your erosion problem by that road. If we could extend the lower culvert, we could fill on top of it and seed that fill. The upper culvert would also need an extension, or rip wrap put down to get the water down to the stream. We would provide all the materials for the culvert extension, the labor, and the fill to fix this since it is in the interest of the homeowner to have it fixed. I would just like to discuss it with you and Bob and get your take on it.

Let me know if that would work out.

Thank you)

On May 30th, we met out at the property on Firelane 12 to discuss this idea with the Village. Present were myself, Mark Mommaerts, Bob Kessler, and another member of Public Works (I apologize but I forgot the gentlemen's name... Jeff Funk maybe?) .

We discussed the idea stated above. I was told that "the erosion was not a problem, and it had been that way for 30 years." There were no plans to fix it at that time. I discussed that we would be willing to fix the problem for free if we would be allowed to add on to the 36" culvert. I was told that the DNR would never allow me to fill in the "navigable waterway" so we could not do this. It was a good meeting and I figured they were right, there was no way the DNR would allow this.

On June 5th, Bryan Peters and Myself met with Katie Mallum of the DNR to discuss the erosion in the ravine and our idea to fix it. She agreed with us that it was a good idea and that it would work. They felt that the site did not have wetland soil and that the Navigability of the stream could be started halfway down the property, which would make our idea

possible! However, she said that connecting to the Villages culvert was not her jurisdiction and that we would need their permission to do that. She had no problem with us filling in the “navigable” area though.

On June 6th, I wrote an email to Mark (attached below) stating what the DNR said and asking to have another meeting to talk about the possibility of adding on to the culvert.

(Hi Andrew,

Great news! You can work directly with Bob and/or Jeff from the Public Works Department. They are included on this email. The Public Works phone number is 920-989-1139.

Thank you,
Mark)

Bob and I tried to get together several times, but it was very rainy again this time of year and he was busy. After several attempts, we finally just spoke over the phone. This was on 6/14. We talked about adding on to the culvert, but Bob felt that if we did that, we would need to put in a concrete structure that would connect both the 36” and the 30” culverts to ours. I stated that I didn’t think Bryan Peters was going to want to pay for something like that. I asked about just putting a culvert on his property and allowing all the water to flow through that, much like it did before. Bob said that if we did that, the culvert would have to be sized to handle all the water. I told him that I would get back to him and let him know what our decision was.

After talking to Bryan Peters, we decided to go with the culvert on his property plan. We would install a 48” culvert which would be more than capable of handling the amount of water coming through the ravine. I contacted McMahon to have a new site plan drawn up which would show the culvert and also the new “navigable stream” location.

On 6/28 I sent the new site plan showing the culvert location to Mark and Bob and asked for them to take a look at it and get back to me with questions. I left several messages for Bob stating that we wanted to dig in two weeks and that we were going to place the 48” pipe.

On 7/11 we started digging and placed the culvert.

All of this was just to give you a timeline and some background on this project. Our intention was always to help fix the erosion problem in the ravine and also to make a better looking piece of property. We would have connected to the pipe and filled in the ravine if that had been allowed. I think what we have now is actually a better solution though. Our culvert is more than capable of handling all the water coming in and then some. This will help get rid of the water faster and not cause so much earth erosion. We knew that we were on the Village’s right of way a little bit, but did not realize it was 10’. We are more than happy to bring our culvert back to the property line, however, I think that it works better as is! We wanted to be as close as possible to the center of the ravine and the 36” culvert. This way we get rid of the water immediately instead of having it pool up before the culvert. This is of course up to you though and we will do what you want here.

I would also be happy to meet up with you in person and talk about this if need be. I know Bryan and Sara would like this issue to be put at rest. The study they had McMahon Group do showed the culvert to be more than capable of handling a 100 year rain event, so there should be no problems with water backups. Please let me know if you have any questions.

Thank you!

Andrew Hochberger
Senior Project Manager

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: November 27th, 2018

Title:
Approve Amendments to the Personnel Manual.

Issue:
Should the Village of Harrison approve the changes to the personnel manual.

Background and Additional Information:
The Village of Harrison personnel manual needs to be updated to clarify the grievance process for employees, determine responsibility for suspensions and/or dismissals, and other basic updates.

Budget/Financial Impact:
None.

Recommendation:
Staff recommends approval of the amendments to the Village of Harrison personnel manual.

Attachments:
Redlined copy of personnel manual.

VILLAGE OF HARRISON PERSONNEL MANUAL

*Approved March 31, 2009
Revised: March 29th, 2018*

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|

Dear Village Employee:

The purpose of this manual is to provide you with general guidelines regarding Village operations as well as your responsibilities as an employee. As the Village of Harrison continues to grow and prosper, it is hoped that our employees will do likewise. We shall continue to strive for cooperation and communication so that we can collectively be dependable, responsible and respected Village staff members.

This manual is designed to provide information and direction to all Village employees on a wide variety of personnel matters. The contents of this manual are presented as a guideline; they are not contracts of employment. The Village reserves the rights to modify, revoke, suspend, terminate or change any or all of such plans, policies or procedures in whole or in part, at any time, with or without notice. The language used in this manual is not intended to create, nor is it to be construed to constitute, a contract between the Village and any one or all of its employees. No supervisor or other individual representative of the Village has the authority to make any agreement contrary to the above. Nor is anything in this handbook intended to alter the at will nature of your employment. You or the Village can choose to end employment at any time.

REGULATIONS AND BENEFITS

A. GENERAL PROVISIONS

1. Purpose

In accordance with the ordinance creating and establishing a personnel system, it is the purpose of this manual to establish normal procedures which will serve as a guide to administrative action concerning personnel activities and transactions. It is intended to indicate the customary and most reasonable methods whereby the aims of the personnel program, as defined by the personnel ordinance, can be carried out. Employees covered by this manual are required to comply with all aspects of the manual. Employees should direct any questions or concerns regarding the interpretation or application of this manual to their supervisor or department head.

2. Positions Covered

This manual shall cover all Village employees.

3. Administration

This manual shall be administered by the Village Manager. It is the discretionary right of administration to deviate from the established policies as circumstances may warrant.

4. Responsibility and Authority

The Village Board is responsible for the approval and amendment of this manual and all policies and procedures of the Village of Harrison. The Board is also responsible for providing direction regarding the application of the organization's policies and procedures, including this manual.

Village of Harrison trustees, department heads and Village Manager are responsible for enforcing the provisions of this manual and other Village policies and procedures in a consistent and impartial manner.

5. Equal Employment Opportunity

The Village of Harrison provides equal opportunity and treatment to all qualified applicants and employees. Discrimination against any person because of age, ancestry, arrest record, color, conviction record, creed, disability, marital status, military status, national origin, race, religion, sex, sexual orientation, use or nonuse of lawful products away from work, or any other characteristic protected by state or federal law is prohibited. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, discipline, termination and all other terms and conditions of employment. Employees can raise concerns and make complaints about discrimination in the workplace without fear of reprisal.

6. Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, reasonable accommodations for qualified individuals with disabilities will be provided when requested, both during the application process and during employment. Such accommodations will be made unless an undue hardship would result.

7. Nature of Employment

This employee handbook is not an employment contract and neither the employee nor employer is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

8. Conflicts of Interest

Employees who conduct business with outside firms should not benefit from such transactions, nor should their relatives benefit. "Benefit" is defined as receiving direct or indirect financial returns as a result of significant ownership, kickbacks, fringe benefits or special consideration for employment. Employees must avoid and where necessary dissolve relationships that create actual or potential conflicts of interest.

9. Outside Employment

There is no prohibition on outside employment as long as it does not interfere with their work with the Village and does not cause a conflict of interest. The interests of the Village take priority over these of any outside employer.

10. Confidentiality/Non Disclosure

The protection of confidential information is critical to the sound and legal administration of the Village's affairs. Employees need to handle confidential information appropriately.

11. Nepotism

While it is not prohibited to have immediate family members working for the Village, spouses/relatives cannot hold a position where they would report to one another or hold a position of strong influence over each other. For purposes of the section, immediate family is defined as wife, husband, sister, brother, child, grandchild, guardian, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law. This section does not apply to elected officials, contractors, subcontractors, temporary part-time, seasonal employees, volunteers, and paid-on-call employees.

B. PERFORMANCE EVALUATION AND COMPENSATION

The wage and salaries of the Village employees are administrative/maintenance salaries that are evaluated and reviewed on a regular basis by the Department Heads. Wages of the administrative employees are recommended by the Village Manager and those recommendations are then reviewed and acted upon by the Village Board annually in conjunction with the adoption of the Village's annual fiscal budget.

The performance of employees will be reviewed ~~in November~~ utilizing the employee evaluation format approved by the Village Board. The results of the annual evaluation will be used as a factor in determining the individual salary adjustment of employees.

C. EMPLOYMENT CATEGORIES

1. Category Types

The following types of employment may be made: Full-Time, Regular Part-Time, Part-Time Casual, Seasonal Part-Time, Limited Term and Paid on Call Volunteer. Nothing in this section changes the at will nature of employment.

a) Full-Time Employee (32 - 40+ hours/week)

A full-time employee is a regular employee that has received appointment to a regular position that requires the employee to work a standard work year of not less than 1664 hours per calendar year. Full-Time employees are eligible for all benefits as outlined in this manual.

b) Permanent Part-Time Employee (20 - 31 hours/week)

A permanent part-time employee is a regular employee that has received appointment to a regular position that requires the employee to work a schedule of hours annually averaging less than the full-time schedule of the employing department, but average not less than twenty (20) hours per week, over the calendar year.

c) Part-Time Casual Employee (typically less than 20 hours/week)

A part-time casual employee is an employee hired on a part-time basis for certain on-going work needs.

e) Seasonal Employee

A seasonal employee is one who is normally scheduled to work on a full-time or part-time basis for certain periods of the year.

f) Limited Term Employee

A limited term employee is an employee hired for a specific project or on a temporary basis to fill a position of an employee on a leave of absence or whose work is unscheduled in the number of hours per week and/or number of weeks per year.

g) Paid-on-Call Volunteer

A paid-on-call volunteer is one who works in our fire and rescue department. They are compensated on an on-call basis and paid an hourly amount for training and calls and a stipend for officer positions.

h) Exempt and Non-Exempt Status

Employees determined to be exempt from the minimum wage and overtime provisions of the Federal and State Wage and Hours Laws are not eligible for overtime pay and shall be compensated on a salaried basis. Non-Exempt employees (those employees determined to be subject to overtime provisions of the Federal and State Wage and Hours Laws) shall receive overtime pay in accordance with the overtime policy as outlined in the Compensation/Overtime/Compensatory Time section of this Manual. Non-exempt employees will be compensated on an hourly basis.

D. RESIDENCY

There is no residency requirement for any village employee.

E. SEPARATION

1. Types of Separation

All separation of employees in administrative positions shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, layoff, and dismissal.

a) Resignations

An employee shall resign by submitting in writing the reasons therefore and the effective date to the department head as far in advance as possible. A minimum of two (2) weeks notice is required. Failure to comply with this requirement may be cause for denying future employment with the Village. The Village Manager shall give at least a four (4) weeks notice of resignation. Any employee giving insufficient notice will forfeit any accrued but unused paid time off.

b) Layoffs

Upon approval of the Village Manager, the department head may lay off an administrative employee. Layoffs may occur due to the abolition of the position, other material changes in the duties or organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.

c) Dismissal

Employees may be involuntarily terminated for poor performance, misconduct and any other reason ~~we deemed~~ appropriate by the Village-

2. Rights of Employees

Employees will be required to return all records, assets, passwords and other village property upon demand or termination. Employees may be required to sign loan receipts in connection

with the receipt of any such items and the value of these items may be deducted from final paycheck if not returned as directed.

F. GRIEVANCES

1. Policy

This grievance procedure is adopted pursuant to s. 66.0509 (1m), Wis. Stat., and is intended to provide a timely and orderly review of disputes regarding: a) employee terminations, b) employee discipline, and c) workplace safety.

~~The most effective accomplishment of the work of the Village requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the Village to address grievances informally, and both department administrators and employees are expected to make every effort to resolve problems as they arise. However, in situations in which informal resolution hasn't been achieved, employees may request more formal review of their concerns as follows:~~

2. Definition for terms used in this policy:

"Days": means calendar days, excluding legal holidays as defined in s. 995.20, Wis. Stat. A grievance is a dispute relative to the application or interpretation of the provisions of this manual.

"Discipline": means any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, disciplinary demotions and terminations. The term "discipline" does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.

"Hearing Officer": means the impartial hearing officer required pursuant to s. 66.0509(1m)(d)(2), Wis. Stat. The hearing officer for the Village of Harrison shall be the Village President.

"Termination": means discharge from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term "termination" does not include; a voluntary quit, completion of seasonal employment, completion of temporary assignment, completion of contract, layoff or failure to be recalled from layoff at expiration of the recall period; retirement, job abandonment ("no call, no show" or other failure to report to work); or termination of employment due to medical condition, lack of qualification or license, or any other cessation of employment not involving involuntary termination.

"Workplace Safety": means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

3. Process and Timelines:Procedure

1. The employee must file a written grievance with the Village Manager within 10 days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. So that an earnest effort can be made to resolve the matter informally, the grievant must discuss the issue with his/her immediate supervisor prior to filing the written grievance. However, in the case of a termination, such a meeting is not required. Grievance forms may be obtained from the Village Clerk. The Village Manager shall inform the employee's immediate supervisor and the Village President about receipt of the written grievance as soon as practicable.
2. The employee's immediate supervisor will meet with the grievant within 10 days of receipt of the written grievance. The supervisor will provide the grievant with a written response within 10 days of the meeting. A copy of the supervisor's response shall be filed in the manager's office. If no one has been designated the employee's immediate supervisor, the employee will meet with the Village Manager who shall then provide the written response.
3. The employee may request an appeal to the hearing officer by filing a written request with the Village Manager within 10 days of receiving the written response. The Village Manager shall notify the Village President and employee's supervisor about the filing for the request for a hearing as soon as practicable. The village will work with the grievant to schedule a mutually agreeable hearing date.
4. The hearing officer shall provide the employee and employee's supervisor with a written decision no later than 30 days after the hearing date. The hearing officer shall also provide the Village Manager with a copy of the decision for filing in the manager's office.
5. The non-prevailing party may file a written request with the Village Manager for an appeal to the village board within 10 days of receipt of the hearing officer's decision. The Village Manager shall notify the Village President about the request as soon as possible. The Village Board shall decide the matter and issue a written decision within 45 days of the filing of the appeal. The Village Board may sustain, deny or modify the recommendation of the hearing officer. The decision of the Village Board shall be final and binding. A copy of the board's decision shall be provided to the employee and filed in the Village Manager's office.
6. All timelines may be extended by mutual written agreement of the Village Board and employee. Without such agreement, a failure of the employee to adhere to any of the specified timelines shall preclude any further consideration of the grievance.
7. If the last day on which an event is to occur is a Saturday, Sunday or legal holiday, the time limit is extended to the next day which is not a Saturday, Sunday or legal holiday. A grievance or request for an appeal is considered timely if received by the Village Manager during normal business hours or if postmarked by 11:59 p.m. on the due date.
8. If the grievance is not answered within the time limits, at any stage, the employee may proceed to the next available step within 7 days.
9. The grievant and village board may mutually agree in writing to waive a step or multiple steps within the procedure.
10. Granting the requested or agreed upon remedy resolves the grievance.

Grievance Requirements:

The written grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. The date the incident occurred or the date the alleged workplace safety concern was discovered.
3. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
4. The specific remedy requested; and
5. A description of the workplace safety rule alleged to have been violated, if applicable.

Supervisor's Response:

The supervisor's written response to the employee's written grievance must contain:

1. A statement of the date the meeting between the employee and supervisor was held.

2. A decision as to whether the grievance is sustained or denied.

Procedure Before the Hearing Officer: The hearing officer shall define the issues, identifying areas of agreement and identifying the issues in dispute and hear evidence and arguments. The hearing officer will determine whether the Village acted in an arbitrary and capricious manner. A decision will not have been arbitrary or capricious if it was made in the best interest of the Village. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be strictly followed. However, no factual findings may be based solely on hearsay evidence.

The hearing officer may require the employee and Village to submit materials related to the grievance and witness lists in advance of the hearing in order to expedite the hearing. The hearing officer shall sustain or deny the decision of the employee's supervisor. The hearing officer is not given authority to modify the decision made by the employee's supervisor. The hearing officer is not given authority to grant in whole or in part the specific request of the grievant. Within 30 days after the hearing, the hearing officer will issue a decision in writing indicating the findings and reasons for the decision.

If the hearing officer's decision on any grievance is appealed, only the issues raised in the hearing may be appealed. Issues are not subject to modification in the appeal process.

Hearing Officer's Decision:

The hearing officer's written decision must contain:

1. A statement of pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with rationale for the decision.
3. A statement outlining the timeline to appeal the decision.

Representation: Both the employee and the Village may be assisted by a representative of their own choosing in person or by teleconference at any point during the grievance process.

Consolidation: The employee's immediate supervisor and/or the hearing officer may consolidate grievances where a reasonable basis for consolidation exists.

If more than one employee is grieving the same issue or circumstance, a single grievance form may be used. A group grievance must be signed by all grieving employees and must indicate that it is a group grievance at the first step in the grievance process.

Costs: Any expense incurred by an employee in investigating, preparing, or presenting a grievance shall be the sole responsibility of the employee. Each party (employee and employer) shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the employee(s) paying half and the employer paying the other half.

- ~~a) The employee who believes the provisions of this manual have not have been interpreted or applied correctly, may appeal. An employee is expected to discuss any grievance initially with the immediate supervisor. Then, if the matter is not settled, the employee may choose to discuss the matter with the department head.~~
- ~~b) If an employee feels that the grievance has not been satisfactorily addressed by the department head, the grievance may be presented in writing to the Village Manager for consideration. The Village Manager shall promptly render a decision in writing and such decision shall be final. In rendering such a decision, the Village Manager shall conduct any investigation deemed necessary.~~

G. GENERAL RULES GOVERNING EMPLOYEE HOURS

1. Attendance Requirements and Records

All employees shall be in attendance at their regular work stations in accordance with the provisions of this manual and general department regulation. Hourly employees shall keep timecards. Administrative supervisors shall present the signed bi-weekly work timesheets to the Clerk in a timely manner.

Hourly employees must record all hours worked in the manner designated by their department head. Each employee is responsible for recording their own time and shall not record time for or "clock in" another employee.

Salaried employees are not required to record their time on a daily basis, but must track all leave on forms designated for that purpose.

Any employee calling in an absence from work must do so before shift starts. The absence must be called in to direct supervisor by the employee themselves.

Employees inaccurately recording hours worked, not working scheduled hours or not following call-in procedures will be disciplined up to and including termination of employment.

2. **Office Hours**

Unless the Village Manager requires to the contrary, all offices in the Village Hall shall be open for business from 7:30am to 3:30 p.m. on all days except Saturdays, Sundays and legal holidays. Hours for the Road Department are generally Monday-Friday 7:00am-3:30pm. Other hours may be established based on the discretion of the Public Works Director and/or the Village Manager. Administrative staff is expected to work hours of employment above and beyond the normal hours of operation as appropriate.

3. **Working Hours**

Working hours of Village employees may vary by work assignment. All full-time employees, including administrative and supervisory, are expected to work a minimum of a standard day and standard work week.

4. **Irregular Work Schedule**

An employee whose duties require an irregular work schedule in either a standard work day or a standard work week shall work according to a schedule recommended by the department head and approved by the Village Manager.

H. **OVERTIME**

It is Village policy to comply with all applicable wage and hour laws and regulations, including the salary basis requirements of the Fair Labor Standards Act. Accordingly, no docking shall be made from the salaries of employees determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) unless provided for under State or Federal law.

With the exception of exempt (salaried) employees, the Village will pay all employees at the rate of time and one-half for all hours worked in excess of 40 hours per workweek. Employees may request to work overtime, or may be required to work overtime, but that in no case shall overtime be worked without pre-authorization or pre-approval. The employee's supervisor must approve all overtime in advance. Working on unauthorized overtime will result in discipline up to and including discharge.

Hours paid for time not worked, such as sick leave, vacation pay or holiday pay; count as hours worked for the purpose of computing overtime pay or compensatory time. Compensatory time does not count as hours worked for computing overtime pay or compensatory time.

1. **Compensatory Time**

In lieu of receiving pay for overtime hours worked, non-exempt employees are eligible to accumulate compensation time. Compensation time shall be calculated at the rate of time and one-half for all hours worked in excess of forty (40) per week. No compensation time shall be carried over year to year. Non-exempt employees shall be paid out for remaining accumulated compensation time at year-end.

2. **Flextime**

Exempt (salaried) employees are eligible to accumulate flextime. Flextime accumulated shall be based on hours worked beyond forty (40) hours per week on a straight time basis. Eligible exempt employees shall have the ability to take three consecutive flex days. All accumulated flextime must be used by the end of the year in which it is earned.

I. AUTHORIZED LEAVES

1. General Policy

- a) The following types of leaves are officially established: paid time off, military leave, jury duty, medical leave, family medical leave, compensatory days and leave without pay. All leaves may be granted by the supervisor in conformance with rules established for each type of leave and shall be subject to the approval of the Village Manager. The Village Manager shall be required to maintain permanent records of any absence from duty of employees.
- b) All absences of one-half day or more are to be approved by your direct supervisor.

2. Holidays with Pay

- a) Full-Time employees shall receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Friday Immediately before Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
- b) When a holiday falls on a Saturday, the holiday shall be on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be on the following Monday.
- c) All non-exempt employees required to work on a holiday shall be compensated for all hours worked at the rate of one and one-half times their regular hourly rate.
- d) Department head / supervisory employees shall receive one and a half (1.5) hours off for every hour worked on a holiday.
- e) With the exception of preplanned vacation, in most cases, employees will be expected to work both their normally scheduled day before and the day after the holiday to be eligible for holiday pay. Calling in on either of these days may jeopardize an employee's ability to be paid for the holiday.
- f) Employees who are not full-time employees shall not be eligible for holiday pay.

3. **Paid Time Off**

Paid Time Off (PTO) provides an employee with the flexibility to use time off to meet personal needs, while recognizing one's individual responsibility to manage their paid time off. Employees will accumulate a specified amount of PTO each year that incorporates vacation time and sick leave. The PTO does not include Paid Holidays, Bereavement Time Off, Jury Duty, or Military Service Leave.

- a) Full-time employees shall receive paid time off based on their normal hourly workweek plus 56 hrs. for sick days plus 16 hrs. for two floating holidays. (For example a person whose normal hourly workweek is 40 hrs. per week would receive paid time off for 40 hrs. plus 56 hrs. of sick plus 16 hrs. for the floating holidays for a total of 112 hrs. of paid time off.)

Paid Time Off (PTO) shall be accrued on a lump sum basis at the first of the year. (For example, an employee with a 6th year anniversary on July 15th would receive an additional hours of PTO on January 1st.)

Years of Service

Vacation Days

Upon hire

Hourly workweek only

One year

Hourly workweek plus 72 hrs.

Two years

Two hourly workweeks plus 72 hrs.

Six years

Three hourly workweeks plus 72 hrs.

Twelve years

Four hourly workweeks plus 72 hrs.

Twenty years

Five hourly workweeks plus 72 hrs.

- b) Regular part-time employees (20-31 hours) will receive 20 hours of paid time off per year.
- c) All paid time off requests must be approved by supervisor in advance unless the PTO is used for legitimate, unexpected illnesses or emergencies. The supervisor has a right to deny requests due to organizational needs, staffing levels, workload, etc. Road Department employees are allowed to use only one week of continuous days off from December 1st- April 1st. However, employees may take additional single days as approved by their supervisor.
- d) The minimum increment of time to be used for paid time off is one half (1/2) an hour.
- e) Paid Time Off is to be taken within the year in which it is earned for use on a calendar year basis. The Village shall pay for any unused paid time off at the end of the year. All paid time off shall be paid out on the last paycheck of the calendar year. There will be no unused paid time off carried over into the next year.

- f) If an employee's accrued PTO has been exhausted, additional time off, if granted and as allowed by FMLA, will be unpaid. Negative balances of PTO are not permitted. Any employee who has exhausted PTO and is not eligible for FMLA, may be subject to disciplinary action up to and including termination for any further absences.
- g) Upon retirement or resignation in good standing from Village service, employees who have worked at least six (6) months shall be paid for all accrued but unused PTO. Employees may not utilize planned PTO to extend an employee's last date of employment, nor may it apply towards the notice period which is intended as a working notice period. Employees who are discharged or who quit without a minimum of two (2) weeks' notice shall forfeit their accrued PTO leave.

4. Jury Duty

The Village of Harrison encourages employees to fulfill their civic responsibility by serving jury duty when required. Full-time employees may request up to 1 week of paid jury duty leave over any 1-year period. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The Village will also deduct the amount the employee may receive from the court for serving jury duty from any jury duty pay we may provide.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example PTO benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

The Village or the employee may request an excuse from jury duty if in the Village's judgment the employee's absence would create serious operational difficulties.

The Village will continue to provide health insurance benefits until the end of the first full month of jury duty leave. At that time, employees will become responsible for electing COBRA continuation and paying the full costs of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by the Village according to the applicable plans.

Benefit accruals, such as PTO or holiday pay, will similarly be suspended at the end of the first full month of jury duty leave and will resume upon return to active employment.

6. Witness Duty

Employees summoned for witness duty shall notify their supervisor as soon as possible. Employees will be allowed unpaid time off or must use vacation. The Village will pay for time off for witness duty if the employee is being called by the Village for a case.

7. Funeral or Bereavement Leave

Full-Time employees are allowed paid leave for funeral/bereavement as follows:

<u>Relation</u>	<u>Number of Days</u>
Spouse, parent, parent of spouse or child (includes step child) Brother, Sister	3 consecutive days
Brother In- law & Sister-In-Law Son -in-law and Daughter-In-Law Grandparents Grandchildren Aunts, Uncles, Nieces, Nephews, Pallbearers	1 day

8. Leave Without Pay

a) Application

Full-Time Employees, who wish to absent themselves from employment for any reason not specifically provided for elsewhere in this manual, must make application for an unpaid leave of absence from the Village. The Village has the right to deny such requests due to organizational needs, staffing levels, workloads, etc.

b) Notice

All requests for leave of absence under this provision shall be made in writing at least thirty (30) days prior to the start thereof. In the event of emergency conditions, a shorter notice may be accepted.

c) Duration

An unpaid leave of absence will generally not exceed three (3) months, but may be renewed upon approval of the Village Board. Upon conclusion of an unpaid leave of absence, the Village will attempt to return the person to the same or similar job, if possible. The Village will try to reinstate employees returning from such leave, but cannot guarantee reinstatement in every case. If, on the date following expiration of the leave of absence, an employee has not returned to work and no extension was granted, the employee shall be considered to have resigned from Village employment.

d) Reason

The granting of such leaves of absence is at the discretion of the Village and the length of time for such leaves shall be contingent upon the reasons for the request. All sick leave and vacation time must be exhausted before a leave of absence for medical reasons may be approved.

e) Medical Insurance

The Village shall pay the medical insurance premium for a full-time employee on leave of absence for the balance of the calendar month in which the leave began. If said leave of absence is for medical reasons, the Village shall pay the medical insurance premium for said employee for three (3) calendar months succeeding the month in which the leave began. The employee will be responsible for the employee contribution for the medical premium.

9. Wisconsin / Federal Family Medical Leave Act (FMLA)

Qualifying employees will be granted unpaid leave under the State and/or Federal Family Medical Leave Act (FMLA). The purpose of this policy is to provide employees with a general understanding of FMLA leave available. Should an employee qualify for FMLA leave, more detailed information regarding the employee's individual leave will be provided. FMLA leave is covered by both State and Federal law, and each law has its own provisions. Leave qualifying under both the State and Federal FMLA's will be administered concurrently. If an employee suffers a work related injury that qualifies the employee for FMLA leave and is also covered by workers compensation laws, the leaves will be administered concurrently.

Should it be determined at any time that the Village is not required by law to provide FMLA leave, leave will no longer be provided under this policy.

Every attempt has been made to accurately reflect FMLA regulations, however, discrepancies or errors are possible. In the event of a discrepancy or error, State and Federal law shall prevail.

a) Employee Eligibility

In order to qualify for Federal FMLA leave employees must:

- (1) Have been employed by the Village for at least 12 months (need not be Consecutive);
- (2) Have worked for at least 1,250 hours during the 12 month period immediately preceding the commencement of the leave; and
- (3) Have been employed at a worksite with 50 or more employees within 75 miles of that worksite.

In order to qualify for State FMLA leave employees must:

- (1) Have worked for the Village at least 52 consecutive weeks; and
- (2) Have worked at least 1,000 hours during the preceding 52 week period.

b) Types of Leave

Eligible employees are entitled to take leave as follows:

- (1) For the birth of a child;
- (2) For the placement of a child for adoption or foster care (leave for foster care is available under federal FMLA only);

- (3) To provide care for a parent, child or spouse with a serious health condition; or
- (4) For the employee's own serious health condition that renders the employee unable to perform the essential functions of his or her job.
- (5) For leave to attend to "qualifying exigencies" related to a covered family member's military service. A qualifying exigency includes attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings as defined in applicable Department of Labor regulations or to provide care for wounded military personnel (employees eligible to take military caregiver leave include the spouse, children, parents and next of kin of military personnel).
- (6) For leave to provide care for a covered family member injured while serving in the military.

Generally, a "serious health condition" is an injury, illness, pregnancy, chronic health condition, impairment or physical or mental condition that involves inpatient care or outpatient care requiring continuing treatment or supervision by a health care provider. The initial absence must be at least 3 days in length.

The State and Federal laws each provide different definitions of "child" and "parent". Any FMLA leaves approved will be administered in a manner consistent with those definitions.

c) Amount of Leave

(1) Federal FMLA:

Eligible employees are entitled to take up to 12 weeks of unpaid leave per calendar year. Leave for birth, foster care or adoption must be shared by spouses working for the Village. Intermittent leave is permitted for an employee's serious health condition or the serious health condition of a spouse, child or parent, when medically necessary. Leave to care for a newborn or newly placed child may not be taken intermittently (unless approved by the Village Manager) and must conclude within 12 months of the birth or placement of the child.

(2) State FMLA:

Eligible employees are entitled for leave on a calendar year basis as follows:

- (a) up to 6 weeks for the birth or adoption of a child
- (b) up to 2 weeks for the serious health condition of a parent, child or spouse
- (c) up to 2 weeks for the employee's own serious health condition

Intermittent leave is allowed in the same increments as other leave allowed by the Village. Leave for the birth or placement of a child must begin within 16 weeks of the child's birth or placement.

d) Leave Request

- (1) When the reason for leave is foreseeable, employees must request leave 30 days prior to the anticipated commencement of the leave. If the reason for leave is not foreseeable, employees must request leave as soon as is practicable, but not more than 2 days after knowing the need for leave. Requests for leave must be submitted to the department supervisor for processing and then forwarded to the Village Manager for consideration.
- (2) Employees are asked to complete a written request on forms designated for that purpose. Employees may be required to provide documentation of family relationship when leave is requested to care for a family member. Employees taking leave for their own or a family member's serious health condition are required to provide a medical certification form confirming the need for and duration of an FMLA leave. Employees only have 15 days to return the certification forms, any delay in doing so may cause the leave to not be protected by the FLMA until the certification is returned. Recertification of a serious health condition may be requested periodically.
- (3) Employees requesting FMLA will be notified in writing regarding the determination of their eligibility for the leave.

e) Employee Status and Benefits During Leave

- (1) Coverage under any group health plan will be maintained for the duration of an eligible employee's leave at the same level and under the same conditions as if the employee continued to work. Failure of the employee to continue his or her share of premium payments will result in loss of coverage. The employee will be required to deliver their share of the premium to the Village by the 1st of the month.

If an employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the Village for the payment of the employer's share of premiums, unless the failure to return is due to the continuation, recurrence or onset of an FMLA qualifying serious health condition or due to circumstances beyond the employee's control.

- (2) Upon return from leave, employees will be returned to the same or equivalent position that the employee held prior to the commencement of the leave.
- (3) An employee may be denied reinstatement if he/she is a "key employee" and such denial is necessary to prevent substantial and grievous economic injury to the employer's operations.

- (4) The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
- (5) No accrual of benefits will occur for any unpaid leave taken under the FMLA.

f) Substitution

FMLA leave is unpaid. An eligible employee may substitute paid leave under certain circumstances as outlined below.

- (1) Under State FMLA, an employee may substitute any or all of his/her accrued sick leave, vacation, personal leave or compensatory time for up to six (6) weeks for the birth or adoption of a child; up to two (2) weeks for the serious health condition of the employee; and up to two (2) weeks for the serious health condition of the employee's child, spouse or parent. Please note use of these paid leaves will count against an employee's FMLA allotment.
- (2) If additional leave is necessary (under Federal FMLA) for the employee's own serious health condition, the Village will require an employee to use the balance of his/her accrued sick leave, vacation and compensatory time as part of such leave and take the remainder of the entitlement as unpaid leave. Employees on leave due to their own serious health condition must provide certification from their health care provider that they are fit to return to work.
- (3) If additional leave is necessary (under Federal FMLA), for the birth, adoption or foster placement of a child or for the serious health condition of an employee's family, the Village will require an employee to use his/her accrued vacation or compensatory time balance as part of such leave and take the remainder of the entitlement as unpaid leave. The employee will not be allowed to use his/her accrual of sick leave for a family member after the parameters set in subparagraph (1) unless such use would otherwise be allowed under the sick leave provisions of this manual.

10. Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees may request up to 1 week of partially paid military leave over any 1-year period. Upon presentation of satisfactory military pay verification data, military leave pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The Village may also deduct the amount the employee may receive from the military from the pay we may provide.

The portion of any military leaves of absence in excess of 1 week will be unpaid. However, employees may use any available PTO for the absence.

Health insurance benefits will be terminated at the end of the first full month of military leave. However, such employees and their dependents will be given the opportunity to elect to continue their health insurance benefits as required by USERRA and/or COBRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Employees or dependents making such elections will normally be required to pay to 102% of the costs of the premiums for maintaining coverage through USERRA and/or COBRA.

Benefit accruals, such as PTO and holiday benefits, will be suspended at the end of the first full month of leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

J. NON-LEAVE BENEFITS

Employees should refer to the plan documents specific to each benefit and note that the plan documents supersede anything in the employee handbook.

1. Medical and Dental Insurance

- a) Upon election by the employee, all full-time employees may participate in the Village medical, dental and vision insurance plans. The premiums shall be paid as determined annually by the Village Board. An employee is eligible for medical, dental and vision coverage beginning the first of the month following their date of hire.
- b) Coverage shall be extended to the employees and their dependents to the extent allowed by the policy.
- c) No compensation or other consideration shall be afforded to the employees who elect not to participate in the medical or dental insurance plans provided.
- d) Termination
 - (1) Under the Consolidated Omnibus Reconciliation Act (COBRA), the Village must

offer continuation coverage in certain circumstances where coverage would otherwise terminate. If an employee chooses continuation coverage, they must pay 100% of the premium plus an administrative fee. Employees who wish to learn more about COBRA rights they may have, should consult their plan document.

- e) The Village retains the right to modify the terms of the insurance, the carrier and the premium payment at any time.

Medical Insurance for Part time employees

Any employee working at least 30 hours weekly on a continual basis may be offered medical insurance coverage. The Village may pay a certain % of the premium with the employee responsible for the balance. The employee portion will automatically be deducted from their paychecks.

2. Group Life Insurance

- a) All full-time employees will be provided with a term life insurance policy.
- b) The coverage shall be consistent with the provisions of the plan and shall be as determined by the Village Board.

3. Short Term and Long Term Disability

The Village provides both short term and long term disability for all full-time employees. Employees are eligible for this coverage when they become eligible for health insurance.

Short term disability will be provided up to 26 weeks to an eligible employee.

Long term disability will begin after 26 weeks of disability.

The Village provides a death and disability policy for all members of the Fire and Rescue Department. Accidental death, dismemberment, loss of sight, speech and hearing, short term disability and permanent disability are covered.

4. Employee Assistance Program

All full-time employees, part-time, Fire and Rescue Department volunteers and their family members are eligible to participate in the Village's employee assistance program (EAP). The EAP provides resources to assist employees and their families in resolving personal problems in a confidential manner. Services provided include assessment, counseling, referral, training and support. This program is provided at no cost to the employee or their family. Contact information for the EAP can be found in Appendix A of this manual.

5. Education Reimbursement

Full-Time administrative employees of the Village of Harrison are eligible for reimbursement of the cost of tuition, lab fees, books, materials and other miscellaneous fees indicated to educational pursuit. These costs must be approved by the employee's direct supervisor and

the Village Manager. Any employee receiving education reimbursement shall sign a payroll deduction authorization form. Specific guidelines for Education Reimbursement can be found in Appendix B of this manual.

6. Retirement Plan

- a) The Village of Harrison participates in the Wisconsin Retirement System. The Village pays the employer's portion of the contribution rate and the employee pays the employees' portion of the contribution rate. A description of the WRS, its benefits and contribution requirements is available by contacting the WRS.
- b) The Village of Harrison offers employees the option of participating in the Wisconsin Deferred Compensation program. Participation is optional and paid in full by the employee. Deferred compensation monies will be deducted bi-weekly from the employee's paycheck. If an employee requests a change in deferred compensation status, they should notify payroll as soon as possible.

Length of Service Award (LOSA) is the retirement program for all Fire and Rescue Department members. The village contributes annually to each member's account; this amount is matched by the State of Wisconsin. The LOSA program includes a death and disability benefit as well.

7. CDL Reimbursement

The Village of Harrison will reimburse employees for the cost of their CDL license when it is due. A receipt for CDL license fee must be turned in to receive reimbursement.

8. Clothing and Work Boot Allowance

The Village of Harrison provides the Road Department, Fire Department, full-time office staff and part time employees with village logo embroidered clothing. See Appendix C for full policy.

All full-time road department employees are required to wear steel tip boots during all work hours. Steel tip boots are to be reimbursed through the clothing allowance provided to each employee. A receipt for boot purchase must be turned in to receive reimbursement.

K. USE OF VILLAGE EQUIPMENT AND SYSTEMS

1. Personal Use of Equipment Generally

Use of Village equipment, facilities, or systems by Village employees for the employee's personal use is strictly prohibited unless specifically authorized by the Village Board or this manual. Use of any village equipment or systems should not result in a conflict of interest, or be used for an employee's personal financial gain.

2. Personal Use of Motorized Equipment

Use of motorized equipment of any nature, for the employees' personal use is prohibited for both general and supervisory employees at any time without the written approval of the Village Board.

3. Personal Use of E-Mail, Internet and Computer Equipment

Access to the Internet is a privilege, not a right. Access entails responsibility. Users are responsible for their behaviors and communications when using Village equipment and systems and are expected to exercise common sense and good judgment.

Any use of the Village's equipment and systems is considered consent by the user to have his/her use monitored by the Village at its sole discretion with or without prior notice to the user. The use of private passwords or access codes shall not be considered a user's withdrawal of consent of such monitors. This policy is to ensure that employees have no expectation of privacy in regard to electronic communications, computers, internet use or data.

No computer hardware, software, peripheral equipment, documentation or data shall be removed from Village premises without express permission from the Administrator. All communications and information transmitted by, received from, or stored in the Village's system are Village records and the property of the Village.

The Internet and Email systems shall only be used by Village employees in the performance of their jobs. The limited use of the Internet and Email for personal purposes is permitted to the extent that such use does not compromise employee productivity or interfere with the conduct of Village business. Employees may not use Village equipment or systems for self-employment, employment with another employer or for activities resulting in profit to the employee.

Employees may not use the Village's resources to pay additional access or subscription fees without the authorization of the Village Manager. Employees should expect no privacy with respect to use of computers, this lack of privacy also extends to any purely personal use employees may make of village systems.

The following are prohibited activities:

- a) Jeopardizing the security of the Village's systems.
- b) Gaining unauthorized access to Village systems or records, remote computers or other systems.
- c) Using someone else's code or password without authorization.
- d) Enabling unauthorized third parties to have access or to use the Village's systems.
- e) Opening misaddressed E-mail.
- f) Illegal activities.
- g) Conducting non-work related private business.
- h) Participating in any gambling activities.
- i) Visiting pornographic sites.
- j) Engaging in political activities.
- k) Transmitting or creating comments/images that would offend on the basis of race, gender, national origin, sexual orientation, religion, political beliefs or disability, or that would otherwise violate the Village's harassment policy.

4. Use of Cell Phones

It is the purpose of this policy to provide eligible employees a cell phone stipend for business-related costs incurred when using their personal cell phones. Except at the discretion of the Village Board, the Village will not own cell phones for the use of individual employees.

Eligibility

- a) An employee may be eligible for a stipend if they are a Department Head required to answer their phone outside of normal work hours.
- b) An employee may be eligible for a stipend if they are an employee required to be on-call.
- c) An employee may be eligible for a stipend at the discretion of the Village Manager.

Stipend Plan

- a) Eligible employees may receive a stipend of \$40 for a department head and \$30 for other staff required to use their phone for business.
- b) Once approved, the employee will be eligible to receive the stipend automatically each month.

Employees' Responsibilities

- a) The eligible employee is responsible for purchasing a cell phone and establishing and maintaining service with the cell phone service provider of his/her choice. The employee is solely responsible for all payments to the service provider.
- b) To the extent allowed by law, the stipend provided is not considered taxable income.
- c) If the employee terminates their cell phone service plan at any point, he/she must notify his/her supervisor within 5 business days to terminate the stipend.
- d) The Village does not accept any liability for claims, charges or disputes between the cell phone service provider and the eligible employee.

Cancellation or Reduction

Any stipend will immediately cease or be reduced if:

- a) An employee's employment with the Village terminates;
- b) The Village Board and/or Village Manager determine that an employee is no longer eligible for a stipend.
- c) The eligible employee no longer has a cell phone or cell phone service plan; or
- d) The Village Board decides to eliminate or reduce the stipend.
- e) The eligible employee uses the cell phone in any manner contrary to local, state, or federal laws or university policy.

L. TRAVEL POLICY

When an employee carrying out his/her assigned responsibilities is delegated to attend conferences, seminars or education programs by the Village of Harrison, the employee shall:

- a) Be reimbursed for mileage at the rate per mile based on the allowance established by the IRS. Reimbursement reports shall be submitted and approved by the employee's direct administrative supervisor. Village of Harrison Expense Sheet shall be utilized to do so.
- b) Be compensated for meals when a receipt is turned in. The Village will not reimburse for any alcoholic beverages or tip. If the conference/seminar includes meals, the employee will not be reimbursed for those meals.

M. DRESS AND APPEARANCE CODE

The Village of Harrison expects that its employees dress in a professional manner becoming to the municipal standards. Whereas, Friday's are officially designated as "Casual Days", more casual attire is permitted. Good common sense and discretion on the part of our employees is expected.

It is important that all employees behave in a courteous, professional manner and present a well groomed and professional appearance. Extremes in appearance should be avoided, including extreme hair styles, make up, etc. Colognes and perfumes and jewelry should be kept to a minimum. All uniforms or work clothes must be cleaned, pressed and in good repair. An employee dressed inappropriately may be sent home without pay to change.

N. HARASSMENT POLICY

The Village is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing or coercive. The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. Harassment is a form of discrimination that is offensive, impairs morale, undermines the integrity of employment relationships and causes serious harm to the productivity, efficiency and stability of our organization.

All employees have a right to work in an environment free from discrimination and harassing conduct, including sexual harassment. Harassment on the basis of an employee's race, color, creed, ancestry, national origin, age (40 and over), disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve or use or nonuse of lawful products away from work is expressly prohibited under this policy. Harassment on any of these bases is also illegal under state and federal law.

1) Definitions

In general, harassment means persistent and unwelcome conduct or actions on any of the bases outlined above.

a) Sexual Harassment

Sexual Harassment is one type of harassment and includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

b) Harassment on Any Basis

Harassment on any basis (*race, sex, age, disability, etc.*) exists whenever

- (1) Submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; or
- (3) The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

2) Recognizing Harassment

Harassment may be subtle, manipulative and is not always evident. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. All forms of gender harassment are covered. Men can be sexually harassed, men can harass men; women can harass other women. Harassers can be managers, supervisors, co-workers and non-employees such as clients or vendors.

3) Examples of Harassment

a) Verbal

Jokes, insults and innuendos (*based on race, sex, age, disability, etc.*) degrading sexual remarks, referring to someone as a stud, hunk or babe, whistling, cat calls, comments on a person's body or sex life, or pressures for sexual favors or dates.

b) Non-Verbal

Gestures, staring, touching, hugging, patting, blocking a person's movement, standing too close, brushing against a person's body, or display or circulation of sexually suggestive or degrading pictures, racist or other derogatory cartoons or drawings.

4) Reporting Harassment

The very nature of any form of harassment makes it difficult to detect unless the problem is reported. Any employee who believes he or she is being harassed, or any employee who becomes aware of harassment, should promptly notify his or her supervisor, department head or the Village Manager.

Employees who are experiencing unwelcome behavior are encouraged to inform the harasser directly that the conduct is unwelcome and must stop.

The Village will promptly respond to and investigate all incidents reported. If it is determined that an employee has engaged in harassing behavior, the employee will be subject to disciplinary action including termination as a possible outcome. The employee can be held individually liable for sexual harassment.

5) Non-Retaliation

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment.

6) **General**

An employee who engages in harassment, who permits employees under his/her supervision to engage in harassment or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include discipline or termination of employment.

O. **WORKPLACE VIOLENCE PREVENTION POLICY**

The Village is committed to providing a safe workplace and to reducing the risk of workplace violence. All employees should be treated with courtesy and respect at all times.

1. **Prohibited Conduct**

Employees are prohibited from making threats or engaging in violent or potentially violent behaviors. The following list, while not all inclusive, provides examples of behaviors that are prohibited.

- a) Engaging in “horseplay” or other conduct that may be dangerous to others;
- b) Causing injury to another person;
- c) Making threatening remarks;
- d) Aggressive or hostile behavior;
- e) Intentionally damaging property;
- f) Possession of unauthorized weapons, firearms or other dangerous or hazardous devices or substance on Village property or while conducting Village business;
- g) Conduct that threatens, intimidates or coerces another person.

2. **Reporting Prohibited Conduct**

Employees who witness or are aware of violent behaviors or threats of violent behaviors such as those listed above should report the details as soon as possible to their supervisor, department head or the Village Manager. This includes behaviors by co-workers, supervisors, the public, or vendors. Employees should also report all suspicious individuals or activities. Management will promptly respond to all incidents reported. Any employee involved in workplace violence will be subject to disciplinary action including termination as a possible outcome.

P. **DRUG FREE WORKPLACE POLICY**

1. **Purpose and Goal**

The Village of Harrison is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. Alcohol abuse and drug use pose a

significant threat to Village goals. Accordingly, the Village has established a drug-free workplace policy and being under the influence of drugs or alcohol in any way is prohibited.

This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale. Employees are encouraged to voluntarily seek help with drug and alcohol problems.

2. Covered Workers

All Village employees are covered by this policy.

3. Applicability

The drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Village. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization and while on paid standby.

4. Prohibited Behavior

It is a violation of this drug-free workplace policy to use, possess, sell, trade and/or offer for sale alcohol, illegal drugs or intoxicants. All employees are prohibited from reporting to work or be subject to duty while their ability to perform their job duties is impaired due to on or off-duty use of alcohol or other drugs.

5. Notification of Conviction

Any employee who is convicted of a criminal drug violation in the workplace must notify the Village in writing within five calendar days of the conviction. The Village will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

6. Consequences

Employees who violate the policy will be subject to progressive disciplinary action including termination. The employee may be required to participate in a drug abuse assistance or rehabilitation program.

7. Assistance

The Village recognizes that alcohol and drug abuse and addiction are treatable illnesses. It is also recognized that early intervention and support improve the success of rehabilitation. To support Village employees, the drug-free workplace policy:

- a) Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- b) Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

- c) Offers all employees and their family members, assistance with alcohol and drug problems through the Employee Assistance Program (EAP). Information regarding the EAP can be found in Appendix C.

8. Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are encouraged to:

- a) Be concerned about working in a safe environment.
- b) Support fellow workers in seeking help.
- c) Use the Employee Assistance Program.
- d) Report dangerous behavior to their supervisor.

9. Drug/Alcohol Screening

All Road Department employees will be required to participate in the DOT Drug/ Alcohol testing program. The Village's program follows all DOT rules and regulations for testing. A copy of DOT rules and regulations can be viewed upon request.

New full-time employees, fire fighters and first responders will be required to submit and pass drug/alcohol testing upon hire. All employees may be subject to drug/alcohol testing for reasonable suspicion or due to an accident.

Q. RULES OF CONDUCT/ DISCIPLINARY ACTION

The Village reserves the right to establish reasonable rules as circumstances indicate. Disciplinary action will be imposed for violations of rules of conduct. In general, the action taken will be dependent on the offense. There are certain acts of misconduct which will not be tolerated and which may result in immediate dismissal or discharge. Examples are reporting to work or working while under the influence of intoxicating beverages or drugs; possession or use of intoxicating beverages or illegal drugs on the premises; fighting on Village property; theft or malicious damage to the property of the Village or of other employees; interfering with work; filling out another employee's time card; unauthorized use, duplication or possession of the employer's keys; or leaving work without authorization. The above offenses are given as examples and are not meant to be the only offenses which may result in immediate discharge.

The Village Manager may take disciplinary action involving oral and written reprimand as is deemed necessary for the good of Village operations and consistent with applicable State and Federal rules and regulations.

The Village Manager may recommend disciplinary action involving suspension or dismissal to the Village Board. In so doing, he/she shall advise the Board of the reasons for such action. The Village Board shall consider the recommendation prior to taking any action. Such actions shall be consistent with applicable State and Federal rules and regulations.

R. EMPLOYEE INFORMATION AND RECORDS

1) Change of Information

All employees shall be responsible for notifying the Village of any changes which affect their personal status including, but not limited to, change in address, telephone, name and information affecting the employee's benefits. Employees should immediately report any changes to the Village Manager. The obligation of the Village in connection with recalling an employee from layoff or in providing notice to an employee on any type of leave will end when a notice is sent to the employee's current address, as stated in Village records.

2) Employment Records

Personnel and employment records shall be maintained in a confidential manner. Access to personnel and payroll records should be limited to those employees who utilize official records in order to perform their assigned duties. Other people who are authorized access should obtain the records from those assigned responsibility for their maintenance.

In accordance with Wisconsin Statutes Section 103.13, any employee may make arrangements to view their own personnel records at a time mutually acceptable with management, but no later than seven (7) working days after the employee makes the request for inspection. Requests must be made in writing. Requests will be granted up to two (2) times per calendar year.

S. EMPLOYEE INJURY

1. Work Related Injury

Concern over job safety is a major responsibility for every employee. Employees are encouraged to forward suggestions regarding safety and should report any unsafe practices or conditions to his or her supervisor.

Employees who are injured on the job must report to their supervisor immediately. As soon as practical, the employee should complete a report detailing the circumstances of the injury on forms provided for that purpose. If warranted, the supervisor should secure necessary medical attention for the employee. The supervisor should forward all related reports and forms to the Village Manager's office.

2. **Light Duty**

The Village may assign an employee to light duty when an employee has returned to work with temporary physical limitation following a work-related or off-duty injury or illness. Work-related incidents will have priority in placement for light duty assignments. Light duty shall be defined as any assignment in which the employee is not required to meet all physical demands of his/her job or perform all essential functions which are normally a part of his/her job.

The assignment of light duty will be made at the sole discretion of the Village Manager subject to available work, the operational needs of the Village and any applicable State and Federal regulations. All light duty assignments are temporary. No employee will be permanently assigned to a light duty position.

APPENDICES

APPENDIX A

EMPLOYEE ASSISTANCE PROGRAM PROVIDER

APPENDIX B

EDUCATION REIMBURSEMENT FORM

APPENDIX C

CLOTHING ALLOWANCE

APPENDIX A

EMPLOYEE ASSISTANCE PROGRAM PROVIDER

All full-time employees, part-time, fire and rescue department volunteers and their family members are eligible to participate in the Village's Employee Assistance Program (EAP). The EAP provides resources to assist employees and their families in resolving personal problems in a confidential manner. Services provided include assessment, counseling, referral, training and support. This program is provided at no cost to the employee or their family. Contact information for the Village's EAP provider is listed below

**ThedaCare at Work Employee Assistance Program
(920)749-2390 or
1-800-236-3666**

APPENDIX B
VILLAGE OF HARRISON
EDUCATION REIMBURSEMENT FORM

Date: _____

Requested by:

Name: _____
Last *First* *MI*

Course Detail:

Name of Accredited School: _____

Course Title: _____

How course is related to present job: _____

Cost:

Tuition: \$ _____

Books: \$ _____

Lab Fees: \$ _____

Miscellaneous (Explain): _____

Approval:

Employer's Signature: _____ Date

Administrator's Signature: _____ Date

Successfully completed course on: _____
Payment made to employee on: _____
Check Number: _____

SUBJECT: EDUCATION REIMBURSEMENT

Policy

Full-time management employees of the Village of Harrison will be eligible for reimbursement of the cost of tuition, lab fees, books, materials and other miscellaneous fees incurred in the process of taking approved courses.

Purpose

To provide limited financial assistance for employees who desire to increase their level of education to present job performances.

Guidelines

1. **Course must be directly related to the employee's current job and would improve their skills on the job.**
2. **Reimbursement will be made only after satisfactory completion of the course.**
3. **Eligible employees must first exhaust other forms of financial aid (*i.e.*, *VA Ed Program, Scholarships, etc.*)**
4. **A Tuition Aid Request form, obtained from the Village Manager, must be completed as far in advance as possible before close of registration for the course.**
5. **Final approval for reimbursement for the costs rests with the Village Board.**
6. **When the course is completed, a copy of the grade report, along with receipts for tuition and fees paid, should be submitted to the Village Manager for processing and refund. This must be done by the employee within thirty (30) days of notification of satisfactory completion of the course.**
7. **The employee will be reimbursed in a lump sum. However, should the employee terminate employment with the Village of Harrison within two (2) years of course completion, the reimbursement will be considered to be prorated over a 24-month period from the date of the course completion and the remainder will be withheld from the employee's last check.**
8. **All courses will be taken at a time other than the employee's regular work hours, unless vacation or compensatory time is used and Village approval has been given.**
9. **The Village will pay up to a maximum of \$500.00 per calendar year per employee. A maximum of \$2,000.00 per calendar year may be expended on a first-come, first-serve basis, to be determined by the date of the application.**

This program can be discontinued or changed at any time at the discretion of the Village Board.

No employee will incur any rights to said policy. The discontinuance of said policy will not be considered prejudicial to anyone or any group.

APPENDIX C

CLOTHING ALLOWANCE

I. Full-Time Road Crew

The Village provides a clothing allowance to full time road crew employees with the stipulation that they always have to wear a shirt and/or outer jacket that has the logo and village name on it when at work.

The Village provides a stipend of \$325.00 each year that is to be used to purchase approved apparel items and steel toed boots. Any items purchased that total more than \$325.00 in a calendar year will be paid for by the employee unless the employee has an approved carryover balance.

II. Permanent Part-Time Employees

Permanent Part time employees will receive \$175.00 to purchase approved apparel and steel toed boots each year that they work. They can purchase additional apparel at their cost through the Village Hall. We would like the part time staff to also wear the Village apparel when they are working.

III. Office Staff

Office staff is entitled to receive \$250 each year that is to be used to purchase approved apparel items.

IV. Firefighters

Volunteer firefighters shall receive one free shirt each year they are on the department. They can purchase additional apparel at their cost through the Village Hall.

V. Fire Chief

The Village will provide clothing for the Fire Chief with the stipulation he/she always wear the uniform when working.

For the first year of employment, the Village will provide the following items:

(2) Uniform pants, (2) white uniform shirts, (2) Polo Shirts with logo, (2) Guard work shirt with logo, (2) blue t-shirts, (2) blue sweatshirts.

During the next years, the Village will provide a stipend of \$325.00 to purchase additional items. The Chief will be required to purchase black shoes, badges, etc. on his/her own.

VI. Carryover

Employees may carryover unused clothing allowance funds to the following year with the approval of the Village Manager

ACKNOWLEDGEMENT FORM

VILLAGE OF HARRISON PERSONNEL MANUAL

I understand that the information contained in the Village of Harrison Personnel Manual represents guidelines only and that the Village reserves the right to modify this manual or amend or terminate any policies, procedures or employee benefit programs at any time, or to require and/or increase contributions towards these benefit programs. I understand that it is my responsibility to familiarize myself with the contents of the manual and that I am required to comply with all aspects of the manual. I understand that failure to do so will result in discipline up to and including discharge.

I understand that the handbook is not a contract of employment between me and the Village and that I should not view it as such.

I further understand that no manager, supervisor or representative of the Village has any authority to enter into any agreement guaranteeing employment for any specified period of time and that any such agreement, if made, shall not be enforceable.

I acknowledge that using the Village's equipment and systems, including use of the Internet and Email is a privilege that may be revoked at the sole discretion of the organization for any reason, and that it automatically terminates when I leave the Village.

Employee Signature

Management Witness Signature

Date

Date

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: November 27th, 2018

Title:

Approve Sewer Rates for Harrison Utilities

Issue:

Should the Village of Harrison approve new sewer rates for Harrison Utilities?

Background and Additional Information:

In the past, Harrison Utilities f/k/a Waverly Sanitary District, applied a tax levy to all properties within the district to pay for a portion of the operation and maintenance of the sewer system. This means that all property that was serviced by the Waverly Sanitary District was levied a tax on top of their normal sewer rates. Each municipality that was serviced by the Waverly Sanitary District was responsible for applying the levy to the tax bills and sending that revenue to the Waverly Sanitary District.

Due to the number of municipalities serviced by Harrison Utilities, a simpler process would be to increase the sewer rates and get rid of the tax levy. This means that the users would be taxed directly for the cost of providing sewer. This would include both tax and tax-exempt properties.

Overall, residents should not see any increase, in total, by increasing the sewer rates and doing away with the tax levy.

Budget/Financial Impact:

None.

Recommendation:

Staff recommends approval of increasing the sewer rates and removing the tax levy for sewer.

Attachments:

Estimated Sewer Rates.

Harrison Utilities
October 3, 2018
Review of Sewer Rates

Estimated Revenue at Current Rates:

Meter Siz	Current Monthly Base Charge	Meters In Service or Gallons Consumed	Estimated Annual Revenue
5/8"	\$11.13	2,263	\$302,246.28
1"	\$27.83	33	\$11,020.68
1.5"	\$62.40	1	\$748.80
2"	\$89.06	40	\$42,748.80
3"	\$134.93	2	\$3,238.32
4"	\$166.13	1	\$1,993.56
Volume	\$3.98	106,409	<u>\$423,507.82</u>
Estimated Revenue at Current Rates			<u><u>\$785,504.26</u></u>
Target Increase to Eliminate Tax Levy			<u><u>\$170,000.00</u></u>

Estimated Revenue at Revised Rates:

Across the board increase in meter charge: 1.22
 Across the board increase in volume charge: 1.22

5/8"	\$13.58	2,263	\$368,740.46
1"	\$33.95	33	\$13,445.23
1.5"	\$76.13	1	\$913.54
2"	\$108.65	40	\$52,153.54
3"	\$164.61	2	\$3,950.75
4"	\$202.68	1	\$2,432.14
Volume	\$4.86	106,409	<u>\$516,679.54</u>
Estimated Revenue at Revised Rates			<u><u>\$958,315.20</u></u>
Estimated Increase in Revenue at Revised Rates			<u><u>\$172,810.94</u></u>

Harrison Utilities
October 3, 2018
Review of Sewer Rates

Average House Impact - assume 200K value and Consumption of 72,000 gal

Decrease in tax levy	0.74512	<u>149.02</u>
5/8" meter charge - 12 months		29.38
Volume charge change	72	<u>63.04</u>
Total increase in sewer bill		<u>92.43</u>
Net Change in Cost for "Average" House		<u>(56.60)</u>

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: November 27th, 2018

Title:

Approve Revised Exhibit A for Termination Agreement for Garners Creek Storm Water Commission.

Issue:

Should the Village of Harrison approve the amended Garners Creek Agreement.

Background and Additional Information:

The Village of Harrison recently approved the termination of Garners Creek Storm Water Commission. As part of this agreement, Exhibit A was included to determine the allocations of TSS between the communities.

After review by the engineer for Garners Creek and the administrators, it was determined that the table on page 6 was incorrect. All future TSS allocations should be divided up according to the percentage of future construction or enhancement costs. This percentage is 25% per community. The amended table reflects these percentages.

Budget/Financial Impact:

None.

Recommendation:

Staff recommends approval of the changes made to exhibit A of the

Attachments:

Revised Exhibit A.

EXHIBIT A

Intergovernmental Cooperation Agreement

For A

Regional Watershed Approach to Satisfy NR 151.13 and TMDL Pollutant Load Reductions Between the Town of Buchanan, Village of Combined Locks, Village of Harrison & Village of Kimberly

I. Introduction

This Intergovernmental Cooperation Agreement documents decisions and responsibilities agreed to by the Town of Buchanan, Village of Combined Locks, Village of Harrison and Village of Kimberly (herein “Communities”); through each agency’s undersigned duly authorized officers or officials. The primary purpose of this Intergovernmental Cooperation Agreement is to:

- Identify the responsibilities of the Communities as it relates to satisfying NR 151.13 and Total Maximum Daily Load (TMDL) pollutant load reductions for urban land uses within the Garners Creek Watershed.
- Identify future operation and maintenance responsibilities of former Garners Creek Storm Water Utility Ponds
- Identify how to allocate anticipated excess total suspended solid (TSS) reduction for urban land uses within the Garners Creek Watershed to the Communities.
- Identify how future capital costs related to additional structural Best Management Practices (BMPs) or enhancements will be split amongst the Communities.

II. Background

In 1998, the Town of Buchanan, Village of Combined Locks and Village of Harrison (formerly Town) created the multi-jurisdictional Garners Creek Storm Water Utility (herein “Utility”). The original purpose of the Utility was to mitigate flooding by regulating development and providing an efficient and effective physical system of drainage within the Garners Creek Watershed. In 2000, the Utility constructed its first regional stormwater pond to assist with flood control. In 2004, an engineering analysis identified numerous regional stormwater ponds that could reduce peak flows along Garners Creek down to a 1955 pre-development condition to assist with flood mitigation and reducing the potential for stream bank erosion. In 2005, the Utility adopted the 1955 peak flow objective and started to actively construct regional stormwater ponds and restore severely eroded stream banks within the Garners Creek Watershed.

In 2006, each member Community was required to obtain a WPDES Municipal Stormwater Discharge Permit from the Wisconsin Department of Natural Resources (WDNR). The purpose of the permit is to regulate discharges from municipal separate storm sewer systems (MS4) and reduce urban non-point source pollution. Each Community independently developed a municipal stormwater program, which included a numeric stormwater quality analysis.

In 2008, a joint meeting with the Utility Commission and its member Communities was held to discuss the Utility's role as it pertains to achieving compliance with NR 151.13 and the WPDES Permit's numeric stormwater quality. At the 2008 meeting, the member Communities decided it made fiscal sense to work together using a regional watershed approach to satisfy both flood control (1955 peak flow control objective) and numeric stormwater quality requirements within the Garners Creek Watershed. It was also decided that each member community would remain responsible for achieving NR 151.13 numeric stormwater quality requirements located outside the Garners Creek Watershed. After the 2008 joint meeting, the Utility adopted water quality as its third objective in order to assist its member communities with satisfying NR 151.13 numeric stormwater quality requirements. In 2008, the Village of Kimberly also joined the Utility but did not have a voting member on the Utility Commission. Since 2008, the Utility continued to design, construct, own, operate and maintain regional stormwater ponds that reduce peak flow rates and improve water quality within the Garners Creek Watershed.

In 2012, a Total Maximum Daily Load (TMDL) was approved by the U.S. Environmental Protection Agency (EPA) for the Lower Fox River (LFR) Basin. The LFR Basin TMDL identifies total suspended solids (TSS) and total phosphorus (TP) pollutant reductions for urban stormwater, wastewater, and agricultural sources located within the Lower Fox River Basin. The LFR Basin TMDL and WDNR guidance identifies a 59.9% TSS reduction and 68.6% TP reduction for urban MS4 stormwater permittee's within the Garners Creek Watershed.

In 2018, the Communities decided to terminate the Garners Creek Storm Water Utility. The Communities still desire to "work together" using a regional watershed approach to comply with NR 151.13 and TMDL urban pollutant load reductions for the Garners Creek Watershed. Each Community's WPDES Municipal Stormwater Discharge Permit requires them to submit a written Plan of Action to the WDNR outlining how they plan to meet the TMDL pollutant load reductions, including an anticipated compliance time line and corresponding cost effectiveness analysis. The Communities will develop a Plan of Action that utilizes the watershed based approach and identifies additional structural BMPs or enhancements needed to satisfy the TMDL pollutant load reductions for the Garners Creek Watershed. The Plan of Action is a dynamic planning document that will likely need to be modified as time goes on. In addition, the Communities will develop a Capital Improvement Plan (CIP) that outlines estimated capital costs associated with the additional structural BMPs or enhancements identified in the Plan of Action.

III. Approach to Satisfying NR 151.13 and TMDL Pollutant Load Reductions

The Communities intend to use a regional watershed approach in order to satisfy NR 151.13 and the LFR Basin TMDL TSS and TP pollutant load reductions identified for the Garners Creek Watershed. Each Community is still responsible for satisfying NR 151 and LFR Basin TMDL pollutant load reductions outside of the Garners Creek Watershed on their own or through other intergovernmental cooperation agreements.

The regional watershed approach lumps the Communities baseline pollutant loads together for the “no controls” condition and utilizes the water quality benefits provided by the structural and non-structural BMPs owned, operated or under maintenance authority by the Communities. Additional details and responsibilities associated with the regional watershed approach are identified below:

1. Former Utility Owned Ponds

This Agreement allows the water quality benefits provided by Former Utility Owned Ponds to be utilized as part of the regional watershed approach. The existing detention/retention ponds (herein “Ponds”) constructed during the Utility’s existence which will remain subject to the terms of this Agreement include the following:

- a. Heartland Pond – Town of Buchanan
- b. Regal Pond – Town of Buchanan
- c. Springfield Pond (Includes Buchanan Cottages Pond) – Town of Buchanan
- d. Main Street Pond – Town of Buchanan
- e. Emerald Pond – Village of Harrison
- f. Noe Road Pond (Includes Noe East and West Ponds) – Village of Harrison
- g. Vans Road Pond – Village of Harrison
- h. State Park Court Pond – Village of Harrison

If this Agreement or regional watershed approach is abandoned in the future, the water quality benefits provided by each Pond would need to be allocated amongst the Communities who helped pay for each Pond. An allocation methodology would need to be developed and approved by the Communities, but could be based on baseline pollutant loading, historical schedule of charges paid to the Utility, etc.

A. Routine Pond Operation and Maintenance

Any routine Pond operation and maintenance activities, other than Capital Intensive Pond Maintenance activities (identified on next page), are the sole financial responsibility of the municipality where the Pond is located. Routine operation and maintenance activities include, but are not limited to, the following:

- 1) Mowing and trimming of vegetation around the Pond.
- 2) Removal of debris and litter
- 3) Regular inspection of the Pond embankments, discharge structures/pipes and ditches for wear and damage, and perform repairs as necessary
- 4) Prairie or Wetland Vegetation Management of the Pond
- 5) Noxious Weeds Management of the Pond
- 6) Algae management of the Pond
- 7) Erosion Control of the Pond
- 8) Nuisance wildlife management or trapping
- 9) Measure accumulated sediment depth in Pond annually
- 10) Work or maintenance that may be necessary to maintain reasonable ingress and egress to the Pond site.

B. Capital Intensive Pond Maintenance

Capital intensive Pond maintenance costs involving the dredging of a Pond, reconstructing a Pond in the event of a catastrophic flood, failure, or substantial destruction of a Pond, repairing or replacing a Pond liner or replacing Pond inlet and outlet utilities shall be split equally by the municipalities as follows, regardless of which municipality the Pond is located in:

Combined Locks	25%
Buchanan	25%
Harrison	25%
Kimberly	25%

The capital intensive Pond maintenance projects shall be reviewed and confirmed by all participating municipalities a minimum of two (2) years in advance to allow for financing of the project.

The municipality in which the Pond is located in shall coordinate any design, permitting, bidding and construction for such activities and be the "Paying Agent" to pay all financial obligations related to these activities. The remaining municipalities shall reimburse the Paying Agent their respective 25% with each pay application approved.

C. Land Use or Pond Watershed Changes Affecting Pond Performance

If a Community becomes aware of any proposed land use changes within the associated Pond's drainage basin, or if there is a planned increase to the Pond's drainage basin size, the Community agrees to cooperate to try and minimize the potential for additional runoff that might cause overloading of the said Pond's capacity. Any repair, construction, or maintenance required to maintain the pollutant load reductions or flood control benefits provided by the Pond as a result of surrounding land use or drainage basin changes shall be undertaken by the Community in which the land use or drainage basin changes occur at their sole cost and expense.

2. Community Owned or Private Structural BMPs

This Agreement allows the water quality benefits provided by each Community owned and operated structural BMPs (e.g. ponds, biofilters, etc.) to be utilized as part of the regional watershed approach. This agreement also allows the water quality benefits provided by private structural BMPs where the Community has obtained legal maintenance authority to be utilized as part of the regional watershed approach. In order to quantify appropriate water quality benefits provided by Community owned and private structural BMPs, each Community is required to execute and keep record of the following information:

- Approved drainage plans and construction plan sets, including BMP details
- Approved Stormwater Management Plan
- Approve Operation and Maintenance (O&M) Plan
- Legal Maintenance Authority Document - Private BMPs (i.e.: signed O&M agreement, note on plat, ordinance, etc.)

The Communities are responsible for continued operation and maintenance of Community-owned structural BMPs in accordance with their respective Operation and Maintenance Plans. The Communities are also responsible for ensuring privately owned structural BMP's are properly operated and maintained in accordance with their respective Operation and Maintenance Plans. The legal maintenance authority document for privately owned structural BMPs should identify the responsibilities of the owner to ensure they are properly operated and maintained.

3. Community Owned Non-Structural BMPs

This Agreement allows the water quality benefits provided by each Community's owned and operated non-structural BMPs (e.g. grass swales, street sweeping, filter strips, catch basin cleaning, etc) to be utilized as part of the regional watershed approach.

Grass swales and street sweeping are non-structural BMPs currently utilized as part of the regional watershed approach. Grass swales provide significant pollutant load reductions for the member Communities, particularly as it relates to removing TP. The regional watershed approach only utilizes the water quality benefits for grass swales located outside of regional pond drainage basins. If a member Community desires to urbanize a street with existing grass swales located outside of a regional pond drainage basin, the Community may attempt to replace the water quality benefits provided by the grass swales to the maximum extent practicable and in accordance with NR 151, NR 216 and DNR Guidance.

Street sweeping along streets with curb and gutter is performed by each Community using both mechanical and high efficiency street sweepers. The Communities Plan of Action for the Garners Creek Watershed will identify a future street sweeping routine of once per month with a high efficiency street sweeper for each Community outside of regional pond watersheds. It will also include adopting a parking control ordinance to restrict parking along curb and gutter streets during sweeping operations. This future street sweeping routine and parking control ordinance applies to curb and gutter streets located outside of regional pond drainage basins.

IV. Allocation of Excess TSS

Based on LFR Basin TMDL allocations, excess pounds of TSS are anticipated to be available to the Communities once the TP pollutant reduction goal is satisfied within the Garners Creek Watershed. The following table identifies how the total excess TSS will be allocated amongst the member Communities. The Communities may use the excess TSS allocation as they desire. Excess TSS may be used to comply with the Lower Fox

Main Stem watershed TSS load reductions or be traded to other permitted entities. The numbers presented in the table below are for planning purposes only, as a final engineering analysis will be required to determine the final percentage and total pounds of TSS to be allocated.

Municipality	Historical ERU Contribution (%)	Current (2014) Excess TSS Allocation (lbs)	Future Contribution (%)	Future Excess TSS Allocation (lbs)	¹ Total Excess TSS Allocation (lbs)	Total Excess TSS Allocation (%)
T. Buchanan	49.3%	13,927	25.0%	36,616	50,543	28.9%
V. Combined Locks	15.9%	4,492	25.0%	36,616	41,108	23.5%
V. Harrison	32.3%	9,124	25.0%	36,616	45,741	26.2%
V. Kimberly	2.5%	706	25.0%	36,616	37,323	21.4%
Totals	100.0%	28,249	100.0%	146,466	174,715	100.0%

¹Based on Plan of Action for Gamers Creek Sub-Watershed

V. Future BMP Construction or Enhancement Costs

The Communities will meet as needed to discuss budgeting for capital intensive maintenance activities of former Utility owned ponds and future capital costs related to structural BMP construction or enhancements identified in the Communities Plan of Action for the Gamers Creek Watershed. Capital costs related to future structural BMP construction or enhancements shall be split equally by the municipalities as follows, regardless of which municipality the future BMP or enhancement is located in:

Combined Locks	25%
Buchanan	25%
Harrison	25%
Kimberly	25%

The municipality in which a future structural BMP or enhancement is located shall coordinate any design, grant applications, permitting, bidding and construction for such activities and be the “Paying Agent” to pay all financial obligations related to these activities. The remaining municipalities shall reimburse the Paying Agent their respective 25% with each pay application approved,

Prior to the design of any future structural BMP’s or enhancements, each Community shall provide a signed resolution stating their support of the project. If a Community does not support a future capital structural BMP or enhancement project, this agreement and/or the Communities Plan of Action for the Gamers Creek Watershed may need to be modified at that time.

VI. Miscellaneous Provisions

1. This Agreement shall be re-evaluated every five (5) years when the WPDES MS4 Stormwater Permit is re-issued or as mutually agreed by the majority of the Communities.
2. Each Community is responsible for complying with their WPDES MS4 Stormwater Permit and annual reporting.
3. The parties executing this Agreement represent and warrant that each have the authority to bind the Parties to the terms and conditions set forth herein. This Agreement is effective on the date the document is duly executed by all Parties hereto.
4. This Agreement may be executed in counterparts, and when taken together, shall be deemed one Agreement.
5. The terms and conditions of this Agreement shall be binding upon the Parties' respective successors and assigns.

Signatures

Fax or email copies of this document, and copies of signatures transmitted by fax or email, and counterpart signature pages of this document shall be deemed as binding and valid as originals.

Dated and effective the ____ day of _____, 2018 regardless of the date signed.

TOWN OF BUCHANAN

BY: _____
Mark McAndrews, Town Chairperson

VILLAGE OF COMBINED LOCKS

BY: _____
John Neumeier, Village President

VILLAGE OF HARRISON

BY: _____
James Salm, Village President

VILLAGE OF KIMBERLY

BY: _____
Chuck Kuen, Village President

HARRISON OCTOBER 2018

HARRISON	821	841	824	825	826	829	833	834	835	838	839	840	TOTAL	OCTOBER	COMPLAINTS:
HOURS WORKED	28.3	14.7	2.7	23.1	10.5	14.3	1	24.6	12.8	28.3	11.3	17.4	189	HOURS WORKED	SUSPICIOUS INCIDENT
DAILY MILES	220	155	76	208	115	122	27	185	118	391	140	192	1949	DAILY MILES	DOMESTIC DISTURBANCE
COMPLAINT HRS	2.1	1.6		0.9	1.9	4.3		0.5	0.4	2.9	1.6	5.3	21.5	COMPLAINT HRS	DAMAGE TO PROPERTY
FOLLOW UP HRS	0.1					0.5		1.4					2	FOLLOW UP HRS	911 HANG UP
ACCIDENT INV HRS	4.1										2.1		6.2	ACCIDENT INV HRS	SEXUAL ASSAULT
ACC FOLLOW UP HRS	1.2												1.2	ACC FOLLOW UP HRS	WELFARE CHECK
AGENCY ASSIST HRS	0.3									0.2			0.5	AGENCY ASSIST HRS	JUVENILE
SHERIFF COMPL. INV.	4	2		5	2	5		2	1	3	2	6	32	SHERIFF COMPL. INV.	DOG BITE
SHERIFF FOLLOW UP	1					1		1	1				3	SHERIFF FOLLOW UP	TRESPASS
SHERIFF ASSIST	1												2	SHERIFF ASSIST	RECKLESS DRIVER
REPORT ACCIDENT	2										2		4	REPORT ACCIDENT	COMPUTER CRIME
NONREPORTABLE	1			1									2	NONREPORTABLE	FRAUD
ACCIDENT FOLLOW UP	2												2	ACCIDENT FOLLOW UP	HAZARD
ACCIDENT ASSIST	1												0	ACCIDENT ASSIST	PARKING
AGENCY ASSISTS	1										1		2	AGENCY ASSISTS	CIVIL DISPUTE
CITIZEN ASSIST	1			1		1		1		1			5	CITIZEN ASSIST	DOG AT LARGE
MOTORIST ASSIST	1			1						1			2	MOTORIST ASSIST	
PROPERTY CHECKS				1						4			4	PROPERTY CHECKS	
ARRESTS	1												1	ARRESTS	ARRESTS:
WARRANT ATTEMPT													0	WARRANT ATTEMPT	OWI
TRAFFIC CITS.	3		1	3		1	1	1		1			11	TRAFFIC CITS.	CITATIONS:
ORD. CITS.													1	ORD. CITS.	FAIL TO REGISTER VEHICLE
JUV ALCOHOL CITS.													0	JUV ALCOHOL CITS.	SPEEDING
O. W. I. ARRESTS	1												1	O. W. I. ARRESTS	OWI
WRITTEN WARNINGS		1	1	1	1	1			2	5		1	13	WRITTEN WARNINGS	FAIL TO CONTROL VEHICLE
15 DAYS									1				1	15 DAYS	FAIL TO STOP AT STOP SIGN
PARKING CITS.				1									1	PARKING CITS.	FAIL TO STOP FOR BUS
HOUSE ALARM				1									1	HOUSE ALARM	NO PROOF OF INSURANCE
BUSINESS ALARM				1									0	BUSINESS ALARM	TRESPASSING
ALARM ASSIST													0	ALARM ASSIST	
AMB. ASSIST	2			2		1		2		2			9	AMB. ASSIST	AGENCY ASSIST:
FIRE ASSIST													0	FIRE ASSIST	ATL NEENAH PD
													0		ATL MENASHA PD

**Village of Harrison
November-18 Zoning Permit Report**

	Current Year			Previous Year			
	Permits	YTD Permits	Estimated Value	YTD Estimate Value	Permits	Estimated Value	YTD Estimate Value
Residential							
Single Family	4	75	\$ 1,635,000	\$ 20,696,445	3	\$ 660,000	\$ 13,262,586
Two Family (units)	0 (0)	0	\$ 0	\$ 0	0 (0)	\$ 0	\$ 0
Multi Family (units)	0 (0)	0	\$ 0	\$ 0	0 (0)	\$ 0	\$ 1,934,052
Additions	1	13	\$ 40,000	\$ 661,500	0	\$ 0	\$ 386,300
Acc. Structures	2	34	\$ 4,400	\$ 410,695	1	\$ 3,000	\$ 231,658
Miscellaneous	1	61	\$ 4,000	\$ 687,885	2	\$ 25,000	\$ 539,118
Total Residential	8	183	\$ 1,683,400	\$ 22,456,525	6	\$ 688,000	\$ 16,353,714
Com./Ind.							
New	0	0	\$ 0	\$ 0	0	\$ 0	\$ 700,000
Additions	1	2	\$ 25,000	\$ 75,000	0	\$ 0	\$ 1,561,329
Acc. Structures	0	0	\$ 0	\$ 0	0	\$ 0	\$ 2,500
Miscellaneous	0	6	\$ 0	\$ 49,150	2	\$ 40,000	\$ 460,930
Total Com./Ind.	1	8	\$ 25,000	\$ 124,150	2	\$ 40,000	\$ 2,724,759
Combined Total	9	191	\$ 1,708,400	\$ 22,580,675	8	\$ 728,000	\$ 19,078,473

Number of Vacant Lots Remaining
101



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



ACTIVITY REPORT FOR OCTOBER 2018

1. Harrison Fire Rescue responded to 40 calls in October. There were 9 calls for the firefighters to respond to. Our Emergency Medical Responders (EMR's) responded to 34 calls for assistance, including 3 calls where our firefighters and EMR were both needed. HFR also responded to an Automatic Aid Fire in Buchanan.
2. 351 Total calls so far in 2018 through the end of October.
3. The department business & staff meetings were held on October 1st. Topics included fire prevention public education events scheduled in October, approving the purchase of two Multi-Purpose Devices, one of which a grant was awarded for, and discussing calls from the previous month.
4. Monday, October 8th was the EMS team meeting and training night. The team met it newest member, Katie Young. Training was done on Stroke Protocol, Anaphylaxis, and Diabetic protocol changes at Gold Cross Ambulance. Calls were also reviewed.
5. On Wednesday, October 10th, a home on Firelane 12 exploded and was completely destroyed. At the time of this report, a cause has still not been determined. The next date for the investigation to continue is November 16th. No lives were lost in the blast, but 10 homes and numerous other building sustained damages. Five of the ten appeared to have structural damage where walls had shifted in the blast or worse. Two homes, including the one that exploded, are total losses.
6. There was public education events scheduled at Woodland and Sunrise Elementary Schools on October 10th. Those ended up being rescheduled for October 23rd. Chief Mikkelson and firefighters Craig Majewski and Andrew Pawlowski took Engine 71 to both schools and taught important fire safety messages to more than 160 kindergarteners. Emergency Medical Responder Katie Goff prepared 220 handout bags with learning tools for the kids of our communities to take home with them.
7. Friday, October 12th, two more public education events were held. The first was Chief Mikkelson talking with 3 & 4 year olds at Play and Grow Learning center in Sherwood. That was followed up by a large group presentation at St. John Sacred Heart Elementary School. Lieutenant Leon Probst and firefighters Bill Probst, Nick Probst, and Troy Gillis assisted Chief Mikkelson in providing important fire and home safety messages to more than 80 kids from Kindergarten through 4th grade. They were also able to take home some fire department provided educational materials.
8. On October 16th, Harrison Fire Rescue was awarded a \$3000.00 grant that was applied for by Chief Mikkelson. The grant was awarded to assist in providing each firefighter on Harrison Fire Rescue a new cancer preventing particulate hood. While the existing hoods still meet NFPA standards for protection, the new hoods go farther in protecting firefighters from the harmful effects of carcinogen exposure. Chief Mikkelson knew that cost would be an obstacle in the budget. The grant, received from Compeer Financial of Apple Valley, MN, will cover the cost of approximately 38 hoods. The firefighters want to make sure every member has these safer hoods and are bringing the purchase of the remaining hoods up for consideration from fundraised dollars. See attached grant notification letter.
9. On Wednesday, October 17th, Captain Patrick Klein and Chief Mikkelson joined other area public safety



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



organizations at Fox Communities Credit Union where HFR was given some bags to give out for Halloween. The bags included some important safety messages and were helpful in distributing public education material. There was no cost to Harrison for the bags.

10. On Monday, October 22nd, the firefighters trained on use of the Extrication tools.
11. On Wednesday, October 24th, we put that training to use with a farm accident. A patient needed extrication from some farm equipment and was flown to the hospital via Theda Star.
12. Also on Wednesday, October 24th, Chief Mikkelson met with Christ the Rock Church to assist them with planning for different types of responses. From weather related incidents to fires and more, Christ the Rock represents one of the larger losses of life risks in the Village of Harrison. Continued planning is scheduled and a possible exercise is being considered for 2019.
13. On Thursday, October 25th, Chief Mikkelson, along with several other HFR fire investigators, met with Calumet County Sheriff Department investigators and a large contingent of insurance, utility, and other investigators at the site of the home explosion on Firelane 12. Testing was done and some possible causes were deemed less probable. The cause was not determined that day and another date was set to continue looking into the cause of the October 10th explosion, November 16th.
14. On Halloween, Wednesday, October 31, two crews from Station 70 took some apparatus into the community and handed out Public Education supplies to trick or treaters.



October 16, 2018

Amos Mikkelson
Harrison Fire Rescue
W5298 State Road 114
Menasha, WI 54952

Dear Amos Mikkelson:

Congratulations on your grant award in the amount of \$3,000 from Compeer Financial!

We have enclosed your check so you can immediately begin utilizing the funds for your project. We would like to work with you to arrange for a check presentation, if possible. A local Compeer Financial team member be in touch with you soon to discuss the possibilities.

This grant is to be used to support the activities outlined in your grant application by December 31, 2018. Any unexpended funds, as described in the approved budget, must be returned to Compeer Financial at that time. In addition, a final grant report must be submitted by January 30, 2019, using the Grant Report Form enclosed.

Again, congratulations; we are very pleased to be working with you. Compeer knows how important emergency response departments are to rural communities' safety and well-being. If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Melanie Olson".

Melanie Olson
Corporate Giving Specialist
18400 Galaxie Avenue Ste 205
Apple Valley, MN 55124
952-997-1255
Melanie.Olson@compeer.com

Enclosures

Treasurer's Report of Income and Expenses- October 2018

Investor's Community Bank Business Checking Account 0300 (GENERAL)		
Beginning Balance		\$2,452,396.58
Credit		\$134,559.47
Debit		\$536,172.19
Ending Balance		\$2,050,783.86
Investor's Community Bank Checking Account 1753 (TAXES)		
Beginning Balance		\$706,664.37
Credit		\$0.00
Debit		\$3,819.15
Ending Balance		\$702,845.22
Investor's Community Bank Business Checking Account 8500 (TOWN)		
Beginning Balance		\$231,056.72
Credit		\$8,948.99
Debit		\$8,948.99
Ending Balance		\$231,056.72
BMO Harris Bank Checking Account 1189 (FIRE DEPARTMENT)		
Beginning Balance		\$6,744.59
Credit		\$778.38
Debit		\$658.74
Ending Balance		\$6,864.23
Total Ending Balance of All Checking Accounts		\$2,991,550.03

Investor's Community Bank Money Market 0310		
Beginning Balance		\$353,767.78
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$642.11
Ending Balance		\$354,409.89
Investor's Community Bank Tax Money Market 1110		
Beginning Balance		\$841,934.44
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$1,528.17
Ending Balance		\$843,462.61
East Wisconsin Savings Bank Money Market 4895		
Beginning Balance		\$285,159.68
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$157.42
Ending Balance		\$285,317.10
Total Ending Balance of All Money Market Accounts		\$1,483,189.60

Local Government Investment Pool

Beginning Balance	\$240,788.72
Credit	\$0.00
Debit	\$0.00
Interest Paid	\$448.89
Ending Balance	\$241,237.61

Community First Credit Union CD 4070

Beginning Balance	\$311,482.49
Interest Paid	\$367.72
Ending Balance	\$311,850.21

State Bank of Chilton CD 0343

Beginning Balance	\$123,666.38
Interest Paid	na
Ending Balance	\$123,666.38

State Bank of Chilton CD 0517

Beginning Balance	\$300,998.24
Interest Paid	na
Ending Balance	\$300,998.24

State Bank of Chilton CD 0368

Beginning Balance	\$255,297.42
Interest Paid	na
Ending Balance	\$255,297.42

East Savings CD 7150

Beginning Balance	\$250,000.00
Interest Paid	\$0.00
Ending Balance	\$250,000.00

Total Ending Balance of All CDs **\$1,241,812.25**



Jennifer Weyenberg, Clerk-Treasurer