

**NOTICE OF PUBLIC MEETING**

**DATE:** Tuesday, April 30, 2019  
**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, April 30, 2019 at 7:00pm. The agenda is printed below.

1. Call to Order
2. Pledge of Allegiance
3. Oaths of Office for Newly Elected Officials
4. Roll Call of Village Board
5. Correspondence or Communications from Board and Staff
  - a) Letter of Resignation from Kevin Hietpas- Village Trustee seat
  - b) Doug and Melissa VanOrnum regarding bike trail to High Cliff State Park
6. Options to Fill Village Office Vacancy in Accordance with Wisconsin Statute §17.24
7. Public Comments  
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
8. 2019 State Budget and Legislative Updates by Rep. Ron Tusler (Assembly District 3)
9. Consent Agenda
  - a) Payment of Bills and Claims
  - b) Minutes from 03/26/19
  - c) Operator License (expiring June 30, 2019) for Jennifer Hills, Kaila Cornell, Darlene Krause, Carter Gehl, Erin Meyerhofer, Ally Isselmann, Macey Herrmann, Jackie Rogers
  - d) Permission to Occupy Drainage Easement- W6154 Maple Bluff Lane
  - e) Discharge of Firearms- Cathy Ott, N8324 Firelane 13
  - f) East Shore Humane Association annual donation in the amount of \$1,500.00
  - g) Approve List of Surplus Equipment to be Sold

h) Harrison Athletic Association 6 Month Class "B" License (May 1-October 1)

10. Items Removed from Consent Agenda (if any)

11. Appointments

- a) Village Trustee (2 year term)
- b) Weed Commissioner (1 year term)
- c) Plan Commission (Citizen Member- 3 year term)
- d) Plan Commission (Citizen Member- 3 year term)
- e) Plan Commission (Village Board Representative- follows board term)
- f) Fire Commission (5 year term)
- g) Zoning Board of Appeals (3 year term)

12. Unfinished Business from Previous Meetings for Consideration or Action

- a) None

13. New Business for Consideration or Action

- a) Discuss Farmers Field Improvements and Timeline
- b) Discuss Method of Borrowing and Interest Rates for Farmers Field Improvements
- c) Resolution V2019-05 Providing for the Sale of Approximately \$1,520,000 General Obligation Promissory Notes (Farmers Field Improvements)
- d) Request to fix/replace driveway apron- Jeffrey Melin, W5560 Sumac Lane
- e) Ordinance V19-04 Amending Official Zoning Map (Mader)- S. Coop Rd.
- f) Certified Survey Map- Ken Mader- S. Coop Rd.
- g) Certified Survey Map- Don Mielke- State Park Rd.
- h) Final Plat for Creekside Estates
- i) Development Agreement in TID #1 (Gregorski)
- j) Discuss Policy for Future Subdivision Development Agreements
- k) Installation of Lights at CTH LP and Manitowoc Rd. Roundabout
- l) Cost Share Agreement with Village of Sherwood for Reconstruction of Kesler Rd. and State Park Rd.
- m) Contract with PSI Intertek for Geotechnical Soil Borings for Schmidt Rd. Bridge Project
- n) Proposed Agreement for City of Menasha's Delinquent Fire Protection Charges and Remedies
- o) Lease of Village Owned Land on CTH N

14. Reports

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

15. Closed Session

Please take notice, that pursuant to Wis. Stats. §19.85(1)(e), the Board will convene in closed session to deliberate or negotiate the purchase of public property, the investment of public funds or conduct other business when competitive or bargaining reasons require a closed session.

\*Discussions regarding possible development agreement for Northshore Apartments Phase II

\*Negotiations regarding development agreements for Hidden Pines and Creekside Estates

\*Discussions regarding potential bargaining strategy to use in possible negotiations regarding possible resurrection of baseball project and discussion regarding bargaining strategy to use in negotiations regarding responsibility for third parties' existing obligations stemming from canceled project

\*Purchase Property (Halverson)

The Board may then reconvene in open session pursuant to Wis. Stats. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

#### 16. 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 April 26, 2019 at [www.harrison-wi.org](http://www.harrison-wi.org) and Municipal Building lobby

4-10-19

I Kevin M Hietpas wish to resign my newly elected position of Village of Harrison Trustee.

Kevin M Hietpas

FILED  
CLERK

APR 11 2019

HARRISON

**From:** Doug VanOrnum [<mailto:DougV@dvoinc.com>]  
**Sent:** Saturday, March 30, 2019 3:09 PM  
**To:** Adam Backus  
**Cc:** Melissa VanOrnum  
**Subject:** bike path to High Cliff?

\*\*\*\* This message was sent from an external source. ONLY open attachments or click on links from known senders. \*\*\*\*

Dear Adam,

Unless I'm not seeing it, there does not appear to be a way for anyone to safely bicycle to **High Cliff** from Menasha (or, most other directions) Is that kind of access being planned? If so, how can I help?

If not, how can I help?

We have young kids that would love to be able to ride there and back.

Many Thanks,

Doug & Melissa VanOrnum  
W5775 Turnberry Drive, Menasha



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Dated From:

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Check Nbr	Check Date	Payee	Amount
7764	4/10/2019	AMERICAN MESSAGING	
U1860083TD			
100-09-53311-900-000		Hwy Dept - Road Maintenance	12.50
U1860083TD		FROM 4/1/19	
		Total	12.50
7765	4/10/2019	AMOS MIKKELSON	
MARCH CELL STIPEND,REIMB SHIP SUITREPAIR			
100-07-52200-500-022		Fire Station 70 - Telephone	40.00
MARCH CELL PHONE STIPEND			
100-06-52200-400-000		Fire Dept - Supplies	55.97
REIMBURSE SHIPPING ICE RESCUE SUITREPAIR			
		Total	95.97
7766	4/10/2019	APPLETON COMPRESSOR SERVICE & SUPPLY INC	
0132915-IN			
100-09-53311-505-000		Hwy Dept - Building Maint	279.16
FROM 3/19/19 SERVICE		0132915-IN	
		Total	279.16
7767	4/10/2019	BARRY STUMPF	
REIMBURSE MAILBOX POST DAMAGED			
100-09-53311-900-000		Hwy Dept - Road Maintenance	7.61
REIMBURSE MAILBOX POST DAMAGED			
		Total	7.61
7768	4/10/2019	BATTERIES PLUS BULBS #508	
P12660094			
100-06-52200-400-000		Fire Dept - Supplies	10.95
BATTERIES FROM 3/19/19		P12660094	
		Total	10.95
7769	4/10/2019	BEAR GRAPHICS	
0818708			
100-02-51400-400-000		Gen. Admin - Supplies	209.42
LASER CHECKS		0818708	
		Total	209.42
7770	4/10/2019	BRAD WELHOUSE	
MARCH CELL PHONE STIPEND			

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100-09-53311-500-022		Hwy Dept - Telephone	30.00
		MARCH CELL PHONE STIPEND	
Total			30.00
<hr/>			
7771	4/10/2019	BRETT CONRAD	
		REIMBURSE BANQUET TABLE DECOR	
100-06-52200-400-000		Fire Dept - Supplies	112.19
		REIMBURSE BANQUET TABLE DECOR	
Total			112.19
<hr/>			
7772	4/10/2019	CALUMET COUNTY TREASURER	
		029005	
100-09-53311-903-000		Hwy Dept - Salt & Sand	1,279.57
		INV 029005 2/1 - 2/28 SNOW & ICE CONTROL	
Total			1,279.57
<hr/>			
7773	4/10/2019	CALUMET COUNTY TREASURER-SHERIFFS DEPT CONTRA	
		9906306	
100-00-52100-000-000		Law Enforcement - Contract	28,272.40
		2019 FIRST QUARTER 9906306	
Total			28,272.40
<hr/>			
7774	4/10/2019	CARDMEMBER SERVICE	
		ACCT 4798 5100 5742 3846	
100-00-51440-400-000		Elections - Supplies	14.76
		FROM 2/18 FESTIVAL FOODS	
100-00-51440-400-000		Elections - Supplies	324.30
		FROM 2/19 FIRESIDE CAFE	
100-06-52200-600-000		Fire Dept - Vehicle Maint.	145.13
		FROM 3/1 SOUTHWEST PUBLIC HALO BULBS	
Total			484.19
<hr/>			
7775	4/10/2019	CARSTENS ACE HARDWARE	
		178993, 178995, 178996, 180381	
100-06-52200-400-000		Fire Dept - Supplies	49.23
		FROM 2/26/19 SUPPLIES & CREDITS STMT 178993, 178995, 178996	
100-06-52200-400-000		Fire Dept - Supplies	25.19
		FROM 3/28/19 EXTENSION CORD 180381	
Total			74.42



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7776	4/10/2019	CHAD BOESCH MARCH CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone MARCH CELL PHONE STIPEND	30.00
Total			30.00
7777	4/10/2019	DARBOY SANITARY DISTRICT BULK WATER IN 2018	
100-02-51400-400-006		Gen. Admin - Service Contracts BULK WATER IN 2018	33.34
Total			33.34
7778	4/10/2019	DON JUNGEN MARCH CELL PHONE STIPEND	
100-08-52300-000-000		1st Responders - Operating Exp MARCH CELL PHONE STIPEND	30.00
Total			30.00
7779	4/10/2019	EZ GLIDE GARAGE DOORS & OPENERS 0160978-IN	
100-09-53311-505-000		Hwy Dept - Building Maint FROM 3/20/19 REPAIR DOOR #3	1,046.20
		0160978-IN	
Total			1,046.20
7780	4/10/2019	FORCE AMERICA INC IN001-1330312	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 4/3/19 KIT, PREV MAINT	1,045.20
		IN001-1330312	
Total			1,045.20
7781	4/10/2019	GOLD CROSS AMBULANCE SERVICE 5374	
100-08-52300-000-000		1st Responders - Operating Exp MEDICAL SUPPLIES FROM 3/22/19	361.65
		5374	
Total			361.65
7782	4/10/2019	GRAINGER 9122481030	
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/21/19 CABINETS AND BINS	4,091.88
		9122481030	

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			Total 4,091.88
7783	4/10/2019	GRUETT'S 42240P, 42803P	
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/8/19 STEEL AND TUBING 42240P	123.30
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/28/19 STEEL AND TUBING 42803P	124.00
			Total 247.30
7784	4/10/2019	HARRISON UTILITIES ACCOUNT 000-2781-00	
100-07-52200-500-023		Fire Station 70 - Water/Sewer ACCOUNT 000-2781-00	31.90
			Total 31.90
7785	4/10/2019	HYDROCLEAN EQUIPMENT INC 0001120, 0001004	
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/25/19 MISC SUPPLIES 0001120	113.25
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/28/19 PARTS SOLVENT 1004	620.00
			Total 733.25
7786	4/10/2019	J & E CONSTRUCTION CO INC 2019-1909	
100-09-53311-900-000		Hwy Dept - Road Maintenance 3/4" CRUSHED STONE 3/18/19 2019-1909	1,370.80
			Total 1,370.80
7787	4/10/2019	J.D. OGDEN PLUMBING & HEATING INC 86347	
100-09-53311-505-000		Hwy Dept - Building Maint FROM 3/14/19 86347	143.75
			Total 143.75
7788	4/10/2019	JEFF WISNET MARCH CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone MARCH CELL PHONE STIPEND	30.00

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			Total 30.00
7789	4/10/2019	JENNIFER WEYENBERG MARCH CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone MARCH CELL PHONE STIPEND	40.00
			Total 40.00
7790	4/10/2019	JFTCO INC MADISON 297572	
100-00-57220-000-000		Capital Outlay - Parks CAT RENTAL FOR PARK FROM 4/3/19 297572	2,300.00
			Total 2,300.00
7791	4/10/2019	JOE'S POWER CENTER 38983	
100-06-57220-000-000		Fire Dept - Capital Outlay FROM 3/28/19 CONCRETE SAW, CUTTING WHEEL 38983	1,319.92
			Total 1,319.92
7792	4/10/2019	KAATS WATER CONDITIONING INC. ACCT 1130062	
100-09-53311-400-000		Hwy Dept - Supplies CHARGES THROUGH 3/19/19	40.14
			Total 40.14
7793	4/10/2019	KARLS MECHANICAL CONTRACTORS, INC. K21102	
100-09-53311-505-000		Hwy Dept - Building Maint FROM 2/27/19 STATION 60 REPAIR K21102	216.97
			Total 216.97
7794	4/10/2019	KITZ & PFEIL - APPLETON 11154/2, 169197/2	
100-00-55200-000-000		Parks - Maint. and Utilities CUST 812330 FROM 4/4/19 KEYS 11154/2	16.03
100-06-52200-400-000		Fire Dept - Supplies FROM 3/21/19 CARBIDE STIHL CHAIN 169197/2	369.90
			Total 385.93

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7795	4/10/2019	L & S TRUCK CENTER 253236, 253262, 253265, 253281	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 3/27/19 BATTERY 253236	185.28
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 3/28/19 TRUCKS 19,24,25 AIR CLEANER 253262	381.90
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 3/28/19 TRUCKS 19,24,25 AIR CLEANER 253265	201.15
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 3/29/19 TRUCKS 24, 25 253281	138.68
<b>Total</b>			<b>907.01</b>
7796	4/10/2019	LISOWE OIL 25174, 25175	
100-09-53311-600-030		Hwy Dept - Fuel FROM 3/19/19 25174	1,481.36
100-09-53311-600-030		Hwy Dept - Fuel FROM 3/19/19 25175	547.58
<b>Total</b>			<b>2,028.94</b>
7797	4/10/2019	MARK MOMMAERTS MARCH CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone MARCH CELL PHONE STIPEND	40.00
<b>Total</b>			<b>40.00</b>
7798	4/10/2019	MBM MODERN BUSINESS MACHINES IN374994	
100-02-51400-400-006		Gen. Admin - Service Contracts CONTRACT METER CHARGE 3/17/18-3/16/19 IN374994	547.42
<b>Total</b>			<b>547.42</b>
7799	4/10/2019	MENARDS-APPLETON EAST 57607, 58473, 58518	
100-09-53311-400-000		Hwy Dept - Supplies FROM 3/22/19 SHOP TANK SPRAYER 57607	8.49
100-09-53311-400-000		Hwy Dept - Supplies FROM 4/8/19 WINDSHIELD WASH 58473	30.66
100-09-53311-400-000		Hwy Dept - Supplies FROM 4/8/19 MASONRY CEMENT 58518	20.50

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			Total 59.65
7800 171148	4/10/2019	MGD INDUSTRIAL CORPORATION	
100-09-53311-400-000		Hwy Dept - Supplies	233.88
		FROM 3/25/19 MISC SUPPLIES 171148	
			Total 233.88
7801	4/10/2019	MIKE BRANTMEIER	
MARCH CELL PHONE STIPEND			
100-06-52200-500-022		Fire Station 60 - Telephone	30.00
MARCH CELL PHONE STIPEND			
			Total 30.00
7802	4/10/2019	MIKE NETT	
MARCH CELL STIPEND, REIMB DICKS FOODS			
100-09-53311-500-022		Hwy Dept - Telephone	30.00
MARCH CELL PHONE STIPEND			
100-00-51440-400-000		Elections - Supplies	15.30
REIMB ELECTION SUPPLIES DICKS FOOD4/2/19			
			Total 45.30
7803	4/10/2019	MIKE'S ELECTRIC	
11120			
100-09-53311-505-000		Hwy Dept - Building Maint	450.88
FROM 3/21/19 CHECK GUTTER DE-ICERS 11120			
			Total 450.88
7804	4/10/2019	MONROE TRUCK EQUIPMENT, INC	
806241			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	299.84
FROM 3/25/19 EQUIP MAINT VALVE 806241			
			Total 299.84
7805	4/10/2019	PACKER CITY INTERNATIONAL TRUCKS	
X103071483:01, X103071569:01			
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	16.72
FROM 3/20/19 TRUCK #20 X103071483:01			
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance	3.81
FROM 3/21/19 TRUCK #20 X103071569:01			

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Total			20.53
7806	4/10/2019	POMP'S TIRE SERVICE INC. 320083174	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 3/26/19 F350 320083174	642.00
Total			642.00
7807	4/10/2019	PREMIER PROMOTIONS 29113, 29233, 29234	
100-06-52200-400-000		Fire Dept - Supplies FROM 3/27/19 HATS 29113	100.00
100-06-52200-400-000		Fire Dept - Supplies CLOTHES 3/20/19 29233	1,068.00
100-08-52300-000-000		1st Responders - Operating Exp CLOTHES 3/20/19 29234	342.00
Total			1,510.00
7808	4/10/2019	REGISTRATION FEE TRUST REGISTRATION 2019 SPARTAN TRUCK	
100-06-52200-400-000		Fire Dept - Supplies REGISTRATION 2019 SPARTAN TRUCK	89.50
Total			89.50
7809	4/10/2019	RIESTERER & SCHNELL, INC Chilton 1509859	
100-09-53311-700-000		Hwy Dept - Equip Maintenance FROM 4/4/19 FILTERS 6310 TRACTOR 1509859	192.50
Total			192.50
7810	4/10/2019	SHORT ELLIOT HENDRICKSON, INC 365297	
100-00-52400-200-000		Inspections - Grade Checks LOT GRADES, DRIVEWAY CHECKS, TEMP GRADES 365297	6,162.00
Total			6,162.00
7811	4/10/2019	SPECTRUM- 4901 607974901032519	
100-02-51400-400-006		Gen. Admin - Service Contracts SERVICE PERIOD 3/24-4/23	190.89

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<b>Total</b>			<b>190.89</b>
7812	4/10/2019	SPECTRUM- 5101	
607975101032419			
100-02-51400-400-006		Gen. Admin - Service Contracts	203.54
SERVICE PERIOD 3/23-4/22			
<b>Total</b>			<b>203.54</b>
7813	4/10/2019	SPEEDY CLEAN	
67372			
100-09-53311-901-000		Hwy Dept - Ditching/Grading	265.00
FROM 3/15/19 HARRISON RD CLEAR ICE BLOCK 67372			
<b>Total</b>			<b>265.00</b>
7814	4/10/2019	STAMPS.COM	
S1092619041			
100-02-51400-400-006		Gen. Admin - Service Contracts	39.99
METER 7434038 SERVICE FEE 4/1-4/30 S1092619041			
<b>Total</b>			<b>39.99</b>
7815	4/10/2019	STUMPF EXCAVATING & TRUCKING	
7610			
100-09-53311-505-000		Hwy Dept - Building Maint	240.00
PUMP HOLDING TANKS 4/1/19 7610			
<b>Total</b>			<b>240.00</b>
7816	4/10/2019	SUPERIOR CHEMICAL CORPORATION	
223530, 223986			
100-09-53311-400-000		Hwy Dept - Supplies	207.90
FROM 3/27/19 ORGANIX GELS 223530			
100-09-53311-400-000		Hwy Dept - Supplies	436.03
FROM 3/29/19 ASPHALT & ADHESIVE REMOVER 223986			
<b>Total</b>			<b>643.93</b>
7817	4/10/2019	SWOBODA TRANSPORT LLC	
012-2019			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	336.00
3/13/19 HAUL GRADER TO FABICK GREEN BAY 012-2019			
<b>Total</b>			<b>336.00</b>

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7818	4/10/2019	TECC SECURITY SYSTEMS INC 48204, 48246	
100-09-53311-505-000		Hwy Dept - Building Maint SERVICE 3/12/19 PROGRAM FOB FIRE CHIEF 48204	72.95
100-09-53311-505-000		Hwy Dept - Building Maint FROM 3/27/19 PROGRAM ADDTL ACCESS FOBS 48246	158.75
		Total	231.70
7819	4/10/2019	TOM HOPFENSBERGER REIMBURSE HOTEL ROOM PICKUP NEW ENGINE	
100-06-52200-400-000		Fire Dept - Supplies REIMBURSE HOTEL ROOM PICKUP NEW ENGINE	124.27
		Total	124.27
7820	4/10/2019	TOWN OF BUCHANAN 1360	
100-00-51440-600-000		Elections - Publications AFFIDAVIT OF PUBLICATION ABSENTEE, TEST 1360	30.14
		Total	30.14
7821	4/10/2019	TRAVIS PARISH MARCH CELL PHONE STIPEND	
100-00-51600-500-022		Municipal Bldg - Telephone MARCH CELL PHONE STIPEND	40.00
		Total	40.00
7822	4/10/2019	ULTIMATE CLEANING LIMITED 1920	
100-02-51400-400-006		Gen. Admin - Service Contracts APRIL 2019 SERVICES 1920	252.79
		Total	252.79
7823	4/10/2019	WELLS FARGO FINANCIAL LEASING 5006069786	
100-02-51400-400-006		Gen. Admin - Service Contracts COVERAGE PERIOD 3/17-4/16/19 5006069786	575.69
		Total	575.69
7824	4/10/2019	WESLEY POMPA MARCH CELL PHONE STIPEND	



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100-07-52200-500-022		Fire Station 70 - Telephone	30.00
		MARCH CELL PHONE STIPEND	
		Total	30.00
		Grand Total	60,830.00

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From Account:  
Thru Account:

	Amount
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Total Expenditure from Fund # 100 - GENERAL FUND	60,830.00
Total Expenditure from all Funds	60,830.00

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Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	SHARE OF CHECKING-General		60,830.00
	Total Expenditure - Fund # 100	60,830.00	
	Total	60,830.00	60,830.00

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Dated From: 4/11/2019  
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From Account:  
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Check Nbr	Check Date	Payee	Amount
7860	4/16/2019	ADVANCED DISPOSAL B20000400590, B20000401735	
100-00-53620-000-000		Refuse and Garbage Services COMMERICAL TRASH DUMPSTER FOR MAR	82.00
100-00-53635-000-000		Recycling Services COMMERICAL RECYCLING DUMPSTER for MAR	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 MAR	31,242.00
100-00-53635-000-000		Recycling Services LANDFILL TAX	0.00
100-00-53635-000-000		Recycling Services RES RECYCLING SINGLE STREAM MAR	14,786.56
100-00-53620-000-000		Refuse and Garbage Services REPLACEMENT CART(S) -	0.00
100-00-53620-000-000		Refuse and Garbage Services FALL PICK UP	0.00
100-00-53620-000-000		Refuse and Garbage Services BULKY ITEM PICKUP- N9613 CLOVER RIDGE	50.00
100-00-53620-000-000		Refuse and Garbage Services BULKY ITEM PICKUP- N6851 HARRISON RD	125.00
100-00-53635-000-000		Recycling Services RESID RECYCLE BULKY ITEM 3/20/19	47.85
100-00-53635-000-000		Recycling Services RESID RECYCLE BULKY ITEM 3/20/19	59.25
100-00-53620-000-000		Refuse and Garbage Services COMMERCIAL TRASH DUMPSTER PARK APR	82.00
100-00-53635-000-000		Recycling Services COMM RECYCLING PARK APR	40.00
100-00-53620-000-000		Refuse and Garbage Services FUEL & ENVIRONMENTAL FEES PARK 3/31/19	47.16
100-00-53620-000-000		Refuse and Garbage Services ADMIN, COMPLIANCE/IMPACT FEES PARK 3/31	16.64
<b>Total</b>			<b>46,634.46</b>

7861 4/16/2019 AMOS MIKKELSON  
REIMBURSE STEEL TRASH CAN FOR NEW TRUCK

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Check Nbr	Check Date	Payee	Amount
100-06-57220-000-000		Fire Dept - Capital Outlay	24.24
		REIMBURSE STEEL TRASH CAN FOR NEW TRUCK	
<b>Total</b>			<b>24.24</b>

7862 4/16/2019 BIRSCHBACH INSPECTION SERVICE, LLC  
 BUILDING INSPECTIONS FOR MARCH 2019

100-00-52400-000-000		Building Inspector - Contract	10,059.94
		BUILDING INSPECTIONS FOR MARCH 2019	
<b>Total</b>			<b>10,059.94</b>

7863 4/16/2019 CARSTENS ACE HARDWARE  
 180741, 181163

100-06-57220-000-000		Fire Dept - Capital Outlay	48.57
		FROM 4/5/19 SCOOP, WRECKING BARS 180741	
100-06-57220-000-000		Fire Dept - Capital Outlay	31.49
		FROM 4/15/19 SLEDGE HAMMER 181163	
<b>Total</b>			<b>80.06</b>

7864 4/16/2019 CREATIVE PRODUCT SOURCE INC  
 CPI078173

100-06-52200-400-000		Fire Dept - Supplies	111.95
		FROM 3/28/19 COMMUNITY BAGS CPI078173	
<b>Total</b>			<b>111.95</b>

7865 4/16/2019 ELECTION SYSTEMS & SOFTWARE  
 1082653

100-02-51400-400-006		Gen. Admin - Service Contracts	1,170.00
		ELECTION HARDWARE/FIRMWARE 1/1-12/31/19 1082653	
<b>Total</b>			<b>1,170.00</b>

7866 4/16/2019 FOX VALLEY TECHNICAL COLLEGE  
 TPB0000518638, TPB0000518127

100-06-52200-305-000		Fire Dept - Training/Mem	240.00
		TPB0000518638 4/3/19 3 EXAMS	
100-06-52200-305-000		Fire Dept - Training/Mem	5.85
		4/3/19 CRIME SCENE AWARENESS J WISNET	
<b>Total</b>			<b>245.85</b>

7867 4/16/2019 FRANKS RADIO SERVICE INC  
 113094-113096, 113098-113110

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Check Nbr	Check Date	Payee	Amount
100-06-52200-400-000		Fire Dept - Supplies	240.00
	FROM 3/28/19 3	TEST & ALIGNMENT 113094-113096	
100-06-52200-400-000		Fire Dept - Supplies	469.98
	FROM 3/28/19 3	TEST & ALIGNMENT, BATTERY 113098, 113102, 113108	
100-06-52200-400-000		Fire Dept - Supplies	395.72
	2	TEST & ALIGNMENT, ANTENNA, TECH SERVCE 113099, 113100	
100-06-52200-400-000		Fire Dept - Supplies	560.00
	FROM 3/28/19 7	TEST & ALIGNMENT 113101,103,105-107,109-110	
100-06-52200-400-000		Fire Dept - Supplies	459.96
	FROM 3/28/19 6	BATTERIES 113104	
Total			2,125.66
<hr/>			
7868	4/16/2019	GREEN BAY HIGHWAY PRODUCTS	
33735			
100-09-53311-901-000		Hwy Dept - Ditching/Grading	1,479.08
	FROM 4/5/19	BAND, ENDWALL, 24" 33735	
Total			1,479.08
<hr/>			
7869	4/16/2019	HERRLING CLARK LAW FIRM LTD	
ACCOUNT 14283-03M			
100-00-51300-000-000		Legal	11,559.20
		FOR SERVICES THROUGH 3/15/19	
Total			11,559.20
<hr/>			
7870	4/16/2019	JFTCO INC MADISON	
297653, 297661, CREDIT 4290991	1/4/16		
100-00-57220-000-000		Capital Outlay - Parks	365.00
		TRANSPORT CHARGE RENTAL FROM 4/9/19 297653	
100-00-57220-000-000		Capital Outlay - Parks	3,215.00
		RENT CATERPILLAR 4/3-4/9 FROM 4/9/19 297661	
100-09-53311-901-000		Hwy Dept - Ditching/Grading	-996.50
		CREDIT DUPL PMT 1/4/16 4290991	
Total			2,583.50
<hr/>			
7871	4/16/2019	JOE'S POWER CENTER	
39731, 40467, 40468			
100-06-57220-000-000		Fire Dept - Capital Outlay	1,525.48
		CHAIN SAW, DEPTH LIMITER, CARBIDE CHAIN 39731	
100-06-52200-400-000		Fire Dept - Supplies	61.99
	FROM 4/5/19	MOTOMIX CASE 40467	

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Check Nbr	Check Date	Payee	Amount
100-06-52200-400-000		Fire Dept - Supplies	2.95
	FROM 4/5/19	FLEX SPOUT 40468	
Total			1,590.42
7872	4/16/2019	JOSEPH R MADER EXCAVATING	
1649			
100-00-57220-000-000		Capital Outlay - Parks	4,210.00
	FROM 4/10/19	DOZER RENTAL, MOVING CHNGS 1649	
Total			4,210.00
7873	4/16/2019	KARLS MECHANICAL CONTRACTORS, INC.	
K21027			
100-09-53311-505-000		Hwy Dept - Building Maint	164.00
	FROM 2/4/19	STATION 70 FURNACE REPAIR K21027	
Total			164.00
7874	4/16/2019	LISOWE OIL	
TICKET 20063			
100-09-53311-600-030		Hwy Dept - Fuel	1,611.36
	FROM 4/9/19	20063	
Total			1,611.36
7875	4/16/2019	MCPMAHON	
913471-474, 913502, 913683			
100-09-57330-000-000		Capital Outlay - Road Projects	1,868.56
		SCHMIDT ROAD CULVERT REPLACEMENT 0913471	
100-00-57220-000-000		Capital Outlay - Parks	2,645.72
		KAUKAUNA YOUTH BASEBALL SITE 0913472	
100-09-57330-000-000		Capital Outlay - Road Projects	5,825.50
		HOLLY & HOPFENSBERGER MINI STORM SEWER 0913473	
100-09-57330-000-000		Capital Outlay - Road Projects	4,196.95
		GINA DR & MICHELLE WAY MINI STORM SEWER 0913474	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	340.00
		CREEKSIDE ESTATES SUBDIVISION 0913502	
100-09-53311-000-000		Hwy Dept - Engineer/Consultant	1,020.00
		HIDDEN PINES SUBDIVISION 0913502	
100-00-53441-200-000		Stormwater Planning	5,465.60
		UNPS STORMWATER PLANNING 0913683	
Total			21,362.33

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7876 58596	4/16/2019	MENARDS-APPLETON EAST	
100-09-53311-400-000		Hwy Dept - Supplies	47.97
		FROM 4/10/19 PROPANE TORCH 58596	
Total			47.97
7877	4/16/2019	PATRICK KLEIN REIMBURSE 4 TICKETS TRAINING CLASS	
100-06-52200-305-000		Fire Dept - Training/Mem	220.00
		REIMBURSE 4 TICKETS TRAINING CLASS	
Total			220.00
7878	4/16/2019	RDJ SPECIALTIES INC 109840, 109903	
100-06-52200-400-000		Fire Dept - Supplies	143.94
		FROM 3/26/19 PLACEMAT FULL COLOR 109840	
100-06-52200-400-000		Fire Dept - Supplies	411.70
		FROM 3/29/19 4 PACK CUSTOM CRAYONS 109903	
Total			555.64
7879	4/16/2019	REVIZE LLC 7922	
100-02-51400-400-006		Gen. Admin - Service Contracts	3,825.00
		FROM 2/28/19 WEBSITE SERVICES YEAR 2 7922	
Total			3,825.00
7880	4/16/2019	THEDACARE AT WORK 262982, 265533	
100-09-53311-306-000		Hwy Dept - CDL/Testing	192.00
		PT THERAPEUTIC EXERCISE JEFF F 262982	
100-06-52200-401-000		Fire Dept - Physicals	430.00
		PHYSICAL FIRE DEPT J ROEHRIG 265533	
Total			622.00
7881	4/16/2019	UNEMPLOYMENT INSURANCE COUPON 000009480982 ACCT 698049-000-2	
100-09-53311-115-000		Hwy Dept - Unemployment Comp	25.30
		BENEFIT CHARGES 3/10 - 3/16/19	
Total			25.30



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Check Nbr	Check Date	Payee	Amount
7882	4/16/2019	W.S. DARLEY & CO 17357400, 17357507, 17357845, 17358434	
100-06-57220-000-000		Fire Dept - Capital Outlay FROM 4/1/19 VALVE, WRENCH, MALLET, AXE, MISC 17357400	1,844.63
100-06-57220-000-000		Fire Dept - Capital Outlay FROM 4/2/19 SAW MOUNT, STRAP, HANGER 17357507	349.44
100-06-57220-000-000		Fire Dept - Capital Outlay FROM 4/4/19 SLEDGE HAMMER 17357845	46.98
100-06-57220-000-000		Fire Dept - Capital Outlay FROM 4/10/19 BROOM, CROWBAR 17358434	107.30
		Total	2,348.35
7883	4/16/2019	WI DEPT OF JUSTICE ACCOUNT G2028	
100-02-51400-400-000		Gen. Admin - Supplies ACCOUNT # G2028 3/1-3/31	98.00
		Total	98.00
7884	4/16/2019	WIL-KIL PEST CONTROL 3609704, 3610040, 3610041	
100-02-51400-400-006		Gen. Admin - Service Contracts FIRE STATION 60 3610040	42.00
100-02-51400-400-006		Gen. Admin - Service Contracts FIRE STATION 70 3610041	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 3609704	81.75
		Total	165.75
7885	4/16/2019	WISCONSIN MEDIA 0002364493	
100-02-51400-800-000		Gen. Admin - Publications BILL PERIOD MAR 1-MAR 31 0002364493	249.96
		Total	249.96

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Check Nbr	Check Date	Payee	Amount
Grand Total			113,170.02

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Total Expenditure from Fund # 100 - GENERAL FUND

113,170.02

Total Expenditure from all Funds

113,170.02

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Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	SHARE OF CHECKING-General		113,170.02
	Total Expenditure - Fund # 100	113,170.02	
	Total	113,170.02	113,170.02

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Dated From: 4/17/2019  
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Thru Account:

Check Nbr	Check Date	Payee	Amount
7886	4/17/2019	SHERWOOD WATER & SEWER ACCOUNT NUMBER 000-3050-00 STATION 60	
100-06-52200-500-023		Fire Station 60 - Water/Sewer ACCOUNT NUMBER 000-3050-00 STATION 60	195.13
100-06-52200-500-023		Fire Station 60 - Water/Sewer ACCOUNT NUMBER 000-3055-00 TOWN	641.02
		Total	836.15
		Grand Total	836.15

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	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	836.15
Total Expenditure from all Funds	836.15

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Thru:

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	SHARE OF CHECKING-General		836.15
	Total Expenditure - Fund # 100	836.15	
	Total	836.15	836.15

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Thru Account:

Check Nbr	Check Date	Payee	Amount
7887	4/26/2019	ACCURATE SUSPENSION WAREHOUSE	
1905149			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	10.80
		FROM 4/17/19 VOLVO LOADER PARTS 1905149	
		<b>Total</b>	<b>10.80</b>
7888	4/26/2019	AMOS MIKKELSON	
		REIMBURSE TRAFFIC CONE, APR CELL STIPEND	
100-07-52200-500-022		Fire Station 70 - Telephone	40.00
		APRIL CELL PHONE STIPEND	
100-06-57220-000-000		Fire Dept - Capital Outlay	179.98
		REIMBURSE LED TRAFFIC CONE	
		<b>Total</b>	<b>219.98</b>
7889	4/26/2019	BATTERIES PLUS BULBS #508	
		P13585771,CREDIT DOC#6745, P13801470	
100-08-52300-000-000		1st Responders - Operating Exp	174.93
		NEBO SLIM FROM 4/15/19 P13585771	
100-08-52300-000-000		1st Responders - Operating Exp	224.91
		NEBO SLIM FROM 4/22/19 P13801470	
100-09-53311-505-000		Hwy Dept - Building Maint	-249.75
		CREDIT FROM OVERPAY 8/18 DOC 6745	
100-06-52200-400-000		Fire Dept - Supplies	179.97
		BATTERIES 12/17/18 APPLIED CREDIT ACCT P9438975	
		<b>Total</b>	<b>330.06</b>
7890	4/26/2019	BENEFIT ADVANTAGE	
		414569	
100-02-51400-400-006		Gen. Admin - Service Contracts	35.00
		APRIL BILLING 414569	
		<b>Total</b>	<b>35.00</b>
7891	4/26/2019	BRAD WELHOUSE	
		APRIL CELL PHONE STIPEND	
100-09-53311-500-022		Hwy Dept - Telephone	30.00
		APRIL CELL PHONE STIPEND	
		<b>Total</b>	<b>30.00</b>
7892	4/26/2019	CARDMEMBER SERVICE	
		ACCT 4798 5100 5742 3846	



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Check Nbr	Check Date	Payee	Amount
100-00-51440-400-000		Elections - Supplies FROM 4/2 FIRESIDE CAFE CTR	363.60
100-00-55200-000-000		Parks - Maint. and Utilities FROM 3/27 MILLS FLEET FARM NETS	33.52
100-02-51400-400-000		Gen. Admin - Supplies FEE AND INTEREST	42.78
Total			439.90
<hr/>			
7893	4/26/2019	CASPER'S TRUCK EQUIPMENT 0037172-IN	
100-09-53311-600-600		Hwy Dept - Vehicle Maintenance FROM 4/23/19 EXHAUST PORT FILTER 0037172-IN	34.45
Total			34.45
<hr/>			
7894	4/26/2019	CHAD BOESCH SAFETY BOOT REIMBURSE, APR CELL STIPEND	
100-09-53311-400-000		Hwy Dept - Supplies SAFETY TOE BOOT REIMBURSEMENT	162.75
100-09-53311-500-022		Hwy Dept - Telephone APRIL CELL PHONE STIPEND	30.00
Total			192.75
<hr/>			
7895	4/26/2019	CREATIVE PRODUCT SOURCE INC CPI078270	
100-06-52200-400-000		Fire Dept - Supplies FROM 4/3/19 BADGE SHAPED STICKERS CPI078270	258.40
Total			258.40
<hr/>			
7896	4/26/2019	DON JUNGEN APRIL CELL PHONE STIPEND	
100-08-52300-000-000		1st Responders - Operating Exp APRIL CELL PHONE STIPEND	30.00
Total			30.00
<hr/>			
7897	4/26/2019	FISCHER & MADER CONSTRUCTION INC INVOICE 4/22/19 SALT SHED DOORS	
100-09-53311-505-000		Hwy Dept - Building Maint INVOICE 4/22/19 REDO SALT SHED DOORS	6,800.00
Total			6,800.00

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7898 113231, 113232	4/26/2019	FRANKS RADIO SERVICE INC	
100-06-52200-400-000		Fire Dept - Supplies	110.85
		FROM 4/22/19 LEATHER CARRY CASES 113231	
100-06-52200-400-000		Fire Dept - Supplies	115.00
		FROM 4/22/19 BELT CLIPS 113232	
		Total	225.85
7899 90128860	4/26/2019	INTERSTATE BATTERY OF GREEN BAY	
100-09-53311-400-000		Hwy Dept - Supplies	7.77
		FROM 4/23/19 90128860	
		Total	7.77
7900 APRIL CELL PHONE STIPEND	4/26/2019	JEFF WISNET	
100-09-53311-500-022		Hwy Dept - Telephone	30.00
		APRIL CELL PHONE STIPEND	
		Total	30.00
7901 APRIL CELL PHONE STIPEND	4/26/2019	JENNIFER WEYENBERG	
100-00-51600-500-022		Municipal Bldg - Telephone	40.00
		APRIL CELL PHONE STIPEND	
		Total	40.00
7902 W 85500	4/26/2019	JFTCO INC JOHN FABICK TRACTOR CO	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	6,287.35
		FROM 4/10/19 CAT-140G ENGINE REPAIR W 85500	
		Total	6,287.35
7903 68712	4/26/2019	LANGE ENTERPRISES, INC	
100-09-53315-902-000		Hwy Dept - Signs	740.90
		FROM 4/17/19 POSTS 68712	
		Total	740.90
7904 TICKET 20106	4/26/2019	LISOWE OIL	

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Check Nbr	Check Date	Payee	Amount
100-09-53311-600-030	FROM 4/16/19	Hwy Dept - Fuel 20106	1,580.81
Total			1,580.81

7905 4/26/2019 MARK MOMMAERTS  
APRIL CELL PHONE STIPEND

100-00-51600-500-022		Municipal Bldg - Telephone APRIL CELL PHONE STIPEND	40.00
Total			40.00

7906 4/26/2019 MCMAHON  
913826, 912828, 913829, 913830

100-09-53311-000-000		Hwy Dept - Engineer/Consultant CREEKSIDE ESTATES SUBDIVISION 0913826	1,088.00
100-09-53311-000-000		Hwy Dept - Engineer/Consultant HIDDEN PINES SUBDIVISION 0913826	222.20
100-09-53311-000-000		Hwy Dept - Engineer/Consultant KAMBURA ACRES III SUBDIVISION 0913826	272.00
100-09-57330-000-000		Capital Outlay - Road Projects GINA DR & MICHELLE WAY MINI STORM SEWER 0913828	2,556.80
100-09-57330-000-000		Capital Outlay - Road Projects HOLLY & HOPENSBERGER MINI STORM SEWER 0913829	2,475.20
100-09-57330-000-000		Capital Outlay - Road Projects SCHMIDT ROAD CULVERT REPLACEMENT 0913830	994.00
Total			7,608.20

7907 4/26/2019 MENARDS-APPLETON EAST  
59317, 59335, 59361, 59424

100-09-53311-900-000		Hwy Dept - Road Maintenance FROM 4/23/19 POST MOUNT COMBOS 59317	103.62
100-09-53311-400-000		Hwy Dept - Supplies FROM 4/23/19 CIRC SAW BLADE 59335	29.97
100-09-53311-400-000		Hwy Dept - Supplies FROM 4/24/19 PARTS FOR HANDLE & MARGARET 59361	87.40
100-09-53311-400-000		Hwy Dept - Supplies FROM 4/25/19 MISC SUPPLIES 59424	24.95
Total			245.94

7908 4/26/2019 MGD INDUSTRIAL CORPORATION  
172029

4/26/2019 9:31 AM

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

Page: 5  
ACCT

Dated From: 4/22/2019 From Account:  
Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
100-09-53311-400-000		Hwy Dept - Supplies	268.99
	FROM 4/24/19	MISC SUPPLIES 172029	
Total			268.99
<hr/>			
7909	4/26/2019	MIKE BRANTMEIER	
APRIL CELL PHONE STIPEND			
100-06-52200-500-022		Fire Station 60 - Telephone	30.00
APRIL CELL PHONE STIPEND			
Total			30.00
<hr/>			
7910	4/26/2019	MIKE NETT	
APRIL CELL PHONE STIPEND			
100-09-53311-500-022		Hwy Dept - Telephone	30.00
APRIL CELL PHONE STIPEND			
Total			30.00
<hr/>			
7911	4/26/2019	PREMIER PROMOTIONS	
29288			
100-06-52200-400-000		Fire Dept - Supplies	540.00
	FROM 4/19/19	CLOTHES 29288	
Total			540.00
<hr/>			
7912	4/26/2019	RIESTERER & SCHNELL, INC Chilton	
1515856			
100-09-53311-700-000		Hwy Dept - Equip Maintenance	71.64
	FROM 4/16/19	HEADLIGHT 6310 JD TRACTOR 1515856	
Total			71.64
<hr/>			
7913	4/26/2019	SHORT ELLIOT HENDRICKSON, INC	
366073			
100-00-52400-200-000		Inspections - Grade Checks	3,030.00
		TEMP GRADE STAKES, FOUNDATION GRADE CKS 366073	
Total			3,030.00
<hr/>			
7914	4/26/2019	SPECTRUM- 6401	
606836401040919			
100-02-51400-400-006		Gen. Admin - Service Contracts	424.91
	ACC 606836401	SERVICE PERIOD 4/08-5/07	
Total			424.91

4/26/2019 9:31 AM

Check Register - Full Report - ALL

ALL Checks

ACCT

INVESTORS COMMUNITY BANK

Dated From: 4/22/2019

From Account:

Thru:

Thru Account:

Check Nbr	Check Date	Payee	Amount
7915 7622	4/26/2019	STUMPF EXCAVATING & TRUCKING	
100-09-53311-505-000		Hwy Dept - Building Maint	240.00
		PUMP HOLDING TANKS 4/15/19 7622	
<b>Total</b>			<b>240.00</b>
7916 0000264250	4/26/2019	SUPERIOR VISION INSURANCE	
100-02-51400-200-000		Gen. Admin - Benefits	49.30
		OFFICE VISION INSURANCE FOR MAY 19 0000264250	
100-09-53311-200-000		Hwy Dept - Benefits	45.77
		SHOP VISION INSURANCE FOR MAY 19 0000264250	
100-01-51101-200-000		Planning - Benefits	24.65
		PLANNER VISION INSURANCE FOR MAY 19 0000264250	
100-00-14500-000-000		Due from Special Purpose Dist.	73.95
		UTILITIES VISION INSURANCE FOR MAY 19 0000264250	
100-02-51400-200-000		Gen. Admin - Benefits	-42.24
		PENNY W UTILITIES REFUND FEB-APR 0000264250	
<b>Total</b>			<b>151.43</b>
7917 016-2019	4/26/2019	SWOBODA TRANSPORT LLC	
100-09-53311-700-000		Hwy Dept - Equip Maintenance	262.50
		4/16/19HAUL GRADER FROM FABICK GREEN BAY 016-2019	
<b>Total</b>			<b>262.50</b>
7918 266304	4/26/2019	THEDACARE AT WORK	
100-09-53311-306-000		Hwy Dept - CDL/Testing	71.00
		DS CRL DOT - NETT 266304	
<b>Total</b>			<b>71.00</b>
7919 APRIL CELL PHONE STIPEND	4/26/2019	TRAVIS PARISH	
100-00-51600-500-022		Municipal Bldg - Telephone	40.00
		APRIL CELL PHONE STIPEND	
<b>Total</b>			<b>40.00</b>
7920 1930	4/26/2019	ULTIMATE CLEANING LIMITED	

4/26/2019 9:31 AM

Check Register - Full Report - ALL  
ALL Checks

Page: 7  
ACCT

INVESTORS COMMUNITY BANK

Dated From: 4/22/2019  
Thru:

From Account:  
Thru Account:

Check Nbr	Check Date	Payee	Amount
100-02-51400-400-006		Gen. Admin - Service Contracts	252.79
		MAY 2019 SERVICES 1930	
		Total	252.79
<hr/>			
7921	4/26/2019	W.S. DARLEY & CO	
		17356945, 9070, 9169, 9192, 9334	
100-06-57220-000-000		Fire Dept - Capital Outlay	564.38
		FROM 3/29/19 DETECTOR FOR GASES 17356945	
100-06-52200-400-000		Fire Dept - Supplies	176.49
		FROM 4/17/19 GLOVES 17359070	
100-06-57220-000-000		Fire Dept - Capital Outlay	50.58
		FROM 4/18/19 PIKE POLE 17359169	
100-06-57220-000-000		Fire Dept - Capital Outlay	605.62
		FROM 4/18/19 BROOM, PRY BAR, BRACKETS 17359192	
100-06-57220-000-000		Fire Dept - Capital Outlay	68.62
		FROM 4/22/19 BOLT CUTTER 17359334	
		Total	1,465.69
<hr/>			
7922	4/26/2019	WESLEY POMPA	
		APRIL CELL PHONE STIPEND	
100-07-52200-500-022		Fire Station 70 - Telephone	30.00
		APRIL CELL PHONE STIPEND	
		Total	30.00
<hr/>			
		Grand Total	32,097.11

4/26/2019 9:31 AM

Check Register - Full Report - ALL  
ALL Checks

Page: 8  
ACCT

INVESTORS COMMUNITY BANK

Dated From: 4/22/2019  
Thru:

From Account:  
Thru Account:

Amount

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Total Expenditure from Fund # 100 - GENERAL FUND	32,097.11
Total Expenditure from all Funds	32,097.11

4/26/2019 9:32 AM

Check Posting Control Report

Page: 1

ALL Checks

ACCT

Posting Date: 4/22/2019

INVESTORS COMMUNITY BANK

Dated From: 4/22/2019

Thru:

Account Number	Account Code Description	Debit	Credit
100-00-11100-000-000	SHARE OF CHECKING-General		32,097.11
	Total Expenditure - Fund # 100	32,097.11	
	Total	32,097.11	32,097.11



**VILLAGE OF HARRISON  
BOARD MEETING MINUTES  
03/26/19**

A meeting of the Village of Harrison Board was called to order on Tuesday, March 26, 2019 at 7:00pm in the Harrison Municipal Building, W5298 State Road 114. After the Pledge of Allegiance was recited, roll call was taken.

Board present: President Jim Salm, Trustees Joe Sprangers, Buddy Lisowe, Tyler Moore, Kevin Hietpas, Gary Nickel, Tamra Nelson  
Board excused: None  
Staff present: Clerk Jennifer Weyenberg, Planner Mark Mommaerts, Village Manager Travis Parish

Correspondence or Communications from Board and Staff

Village Manager Travis Parish (a) shared a letter from a concerned citizen about a blind spot at the corner of Hoelzel Way and Emily Lane; (b) announced a Local Officials Meeting set for Monday April 1<sup>st</sup> from 5:00-6:00pm at the Sherwood Community Center to discuss proposed improvements along WIS 114/55.

Sheriff Mark Wiegert introduced Chad Lederer as the new officer for the village and Eric Voland as the main contact for the village.

Trustee Lisowe thanked Trustee Joe Sprangers and Village President Jim Salm for their years of service to Harrison.

Public Comments

Those speaking against Agenda Item 10(a) "Request for Funding from KYB for Ball Diamonds":

Brent Peterson, N9591 Tyler Lane  
Patti Rodencal, N9573 Tyler Lane  
Pete Stier, W5962 Sweet Clover Dr  
Sharon Levenhagen, N9431 Snapdragon Ln  
Greg Levenhagen, W6465 Cherrybark Circle  
Jesse Derks, N8978 Blackoak St  
Gayle Pompa, N9471 Harwood Rd  
Aprill Rykal, N9057 Blackoak St  
Tim Eldred, N9189 State Park Rd  
Joe Tenor, N9536 Silver Ct

Those speaking in favor of Agenda Item 10(a) "Request for Funding from KYB for Ball Diamonds":

Jay Bowers, W4674 Dallas Dr (and Kaukauna Youth Baseball)  
Janice Bowers, W4674 Dallas Dr  
Scott Grohosky, Point of Beginning, Inc.

Kathy Horn, W5903 Manitowoc Rd, requested that minutes be posted immediately following a meeting.

### Consent Agenda

Payment of Bills and Claims, Minutes from 02/26/19, Operator Licenses for Allison Kirchen, Marty Granius, Hannah Von Schondorf, Kyle Jones, Janice Giessel, William Ellingsworth, Hanna Bosquez, Taylor Ocasio, Permission to Occupy Drainage Easement- W6312 Champion Trail, Permission to Occupy Drainage Easement- W6570 Brittany Dr

Discussion: None

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

Vote: Motion carried 7-0.

### Items Removed from Consent Agenda

None

### Appointments

None

### Unfinished Business from Previous Meetings for Consideration or Action

a) None

### New Business for Consideration or Action

a) Request for Funding from KYB for Ball Diamonds

Discussion: Kaukauna Youth Baseball has been fundraising for the construction of ball diamonds on land owned by the village and currently has raised over \$2 million in cash and in-kind donations. The village previously pledged \$1 million towards the construction and KYB is now asking for an additional \$949,489.00. It is estimated that the additional funding of \$949,489.00 and original pledge would be an approximate \$0.14 increase on the mil rate.

Motion: Trustee Nickel with second by Trustee Hietpas to not move forward working with Kaukauna Youth Baseball (clarified so everyone understands this includes the previously approved \$1 million pledged for construction).

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

b) Draft Development Agreement- Hidden Pines Subdivision

Discussion: The village and the developer have not reached an agreement on the installation of concrete roads, curb, gutter and sidewalks and how those costs will be assessed. The village's position is that it will install the concrete work and pay for the costs upfront. It will then assess for the costs across all of the lots, which must be paid before building/zoning permits can be issued. This will help shorten the payback period to the village, rather than allowing homeowners to pay back over 7 years. The developer is also asking that the assessments be split with the stormwater pond outlot included, so 11 ways rather than 10. Staff and the developer are requesting more time to discuss these issues.

Motion: Trustee Nickel with second by Trustee Lisowe to table the item.

Vote: Motion carried 7-0.

c) Draft Development Agreement- Creekside Estates Subdivision

Discussion: The developers are asking for a similar agreement as Hidden Pines. Because that item was tabled, they are asking for more time to discuss the agreement.

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

Vote: Motion carried 7-0.

d) Preliminary Plat- Hidden Pines Subdivision

Discussion: The proposed subdivision has 10 lots and is located south of Manitowoc Road along Harrisville Lane. Stormwater management is proposed on Lot 10 as dry detention and sediment removal will be obtained through the Lakeview Regional Pond.

Motion: Trustee Lisowe and second by Trustee Nelson to approve the preplat with the following conditions:

1. *A temporary turnaround shall be constructed until the east/west road is extended.*
2. *All lots shall have a storm sewer lateral provided for sump pump discharge.*
3. *Final utility, street plans, and stormwater management/erosion control plans shall be reviewed and approved by the Village Engineer and Village staff in writing prior to approval of the Final Plat and prior to utility and street construction.*
4. *A Development Agreement shall be executed prior to approval of the final plat.*
5. *A fee-in-lieu of parkland shall be negotiated as part of the Development Agreement.*
6. *An assessment waiver shall be signed prior to the approval of the final plat, if there will be any assessments by Village.*
7. *Any proposed street lights shall be installed and upfront costs to be paid by the Developer. The Village will assume long-term maintenance.*
8. *A note shall be added to the final plat indicating that the Village of Harrison will assess all lots for street improvements, including but not limited to, curb & gutter, concrete pavement, and sidewalks.*
9. *All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to roadway acceptance.*
10. *All utilities, including but not limited to, sewer & water, storm sewer, gas, electric, cable, phone, shall be installed prior to roadway acceptance.*
11. *The Village Board shall accept the roadway prior to issuance of building permits and zoning permits.*
12. *Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of all streets prior to roadway acceptance.*
13. *All other improvements, including but not limited to, curb & gutter, concrete paving, sidewalks, shall be installed prior to issuance of building permits or zoning permits, unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.*
14. *All comments from the Village engineer shall be included in the Plan Commission discussion and decision.*
15. *Location of all sidewalk curb ramps shall be approved by Harrison staff.*
16. *A grading/drainage stormwater management plan and erosion control plan shall be reviewed and approved by the Village engineer and Village staff.*
17. *Multiple benchmark locations shall be established for use during building construction.*
18. *All environmental corridors shall be clearly identified and setback lines to be indicated.*
19. *Grading/Drainage Plan shall identify elevations of ground at the foundation.*
20. *High-back, integral concrete curb shall be utilized rather than the mountable curb.*
21. *A 12-foot Utility Easement for the Village of Harrison shall be added to the front of all lots.*
22. *All water, sanitary, and storm laterals shall be stubbed into the lot a minimum of 6-feet.*
23. *A 30-foot Storm Sewer Easement shall be provided along the east side of the subdivision. The easement is to be centered along the property line or can be entirely within the subdivision boundary.*

Vote: Motion carried 7-0.

e) Final Plat- Kambura Acres III Subdivision

Discussion: This 3<sup>rd</sup> phase is a twenty lot subdivision and calls for a new road called Conor Circle to create a loop between Ryford St and Zach St.

Motion: Trustee Moore and second by Trustee Hietpas to approve the Final Plat for Kambura Acres III Subdivision with the following conditions:

1. *Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of Zach Street prior to issuance of building permits and zoning permits.*
2. *All lots shall have a storm sewer lateral provided for sump pump discharge.*
3. *All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to issuance of building permits and zoning permits.*
4. *All utilities, including but not limited to, sanitary sewer, water, storm sewer, gas, electric, cable, phone, shall be installed prior to issuance of building permits and zoning permits.*
5. *The Village Board shall accept the roadway in a graveled state prior to issuance of building permits and zoning permits.*
6. *All other improvements, including but not limited to, curb & gutter, asphalt paving, sidewalks, shall be installed prior to issuance of building permits or zoning permits, unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.*

Vote: Motion carried 7-0.

f) Discuss Bonding for Park Projects and Construction of Unison Way

Discussion: The village was looking at a potential \$5 million in costs for upcoming projects- Farmers Field (1.5 million), KYB Ball Diamonds (request for additional 1.95 million) and KYB Ball Diamonds (previously approved 1.5 million). Because of the decision made earlier in tonight's meeting regarding KYB, the 1.95 million + 1.5 million is no longer needed. This leaves only the monies needed for Farmers Field, and Village Manager Travis Parish suggested that a loan may be in order rather than a bond. He will bring interest rates to a future meeting for discussion.

Motion: None made. No action was taken.

Vote: None.

g) Review and Approve Engineering/Consulting Services with Sherwood for Roadway Improvements for State Park Road and Kesler Road

Discussion: Harrison and Sherwood have begun talks to jointly reconstruct State Park Road and Kesler Road. Cedar Corporation has submitted a proposal for engineering services with the following timeline: Design Phase (March-May 2019); Bidding Phase (May-June 2019); Bid Opening (May-June 2019); Contract Award (June 2019); Construction Phase (June-September 2019)

Motion: Trustee Moore with second by Trustee Nickel to approve the service contract with Cedar Corporation.

Vote: Motion carried 7-0.

h) Graphics for new Sheriff Department/Village police vehicles

Discussion: The first vehicle has been purchased and should arrive this summer. The village wishes to incorporate its logo and brand in the graphics. Village and Sheriff's Department have been working on design ideas. The consensus of the board was to place the full color Harrison logo below the Sheriff's.

Motion: None taken. Graphics were shared for feedback.

Vote: None.

i) Resolution V2019-04 Adopting the 2019 Annual Budget for Harrison Utilities

Discussion: A formal resolution for the Harrison Utilities budget was not adopted at the time the village's budget was adopted.

Motion: Trustee Lisowe with second by Trustee Nelson to approve Resolution V2019-04 Adopting the 2019 Annual Budget for Harrison Utilities.

Vote: Motion carried 7-0.

#### Reports

Activity reports for Calumet Co. Sheriff's Department, Zoning Permits, Harrison Fire Rescue and the Treasurer's Statement of Income and Expenses were distributed.

#### Closed Session – TID #1 Development Agreement (Gregorski)

Motion by Trustee Moore with second by Trustee Nickel to enter closed session.

Roll Call Vote: Sprangers- aye

Lisowe- aye

Moore- aye

Salm- aye

Hietpas-aye

Nickel- aye

Nelson- aye

Pursuant to Wis. Stats §19.85(1)(e) the board met in closed session to deliberate or negotiate the purchase of public property, investment of public funds, or conduct other business when competitive or bargaining require a closed session.

The village board did not reconvene in open session. The meeting adjourned in closed session.

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Jennifer Weyenberg, Village Clerk-Treasurer

Dated March 26, 2019

Approved by the Village Board on April 30, 2019





# 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: Herrmann First Name: Macey Middle I: S  
 Street Address: N7782 Spurline Ct. City: Sherwood Zip: 54169  
 Day Phone: 920-427-3707 Evening Phone: 920-427-3707  
 Date of Birth: \_\_\_\_\_ Where will you be working?: Waverly Beach  
 Driver's License Number: \_\_\_\_\_  
 Do you currently hold or have held an operator's license within the last 2 years? YES /  NO  
 If yes, please list the municipality which issued your license: \_\_\_\_\_

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 20 day  
 of April 2018/19

Deb Harris  
 Witness Signature

Witness Address: 512 Corlane Ct.  
Kimberly, WI 54136

X Macey Herrmann 4/20/19  
 Applicant Signature Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion



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

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

Last Name: Isselmann First Name: Ally Middle I: J  
 Street Address: 381 Windmill Dr. City: Kaukauna Zip: 54130  
 Day Phone: (920) 840-8475 Evening Phone: (920) 840-8475  
 Date of Birth: \_\_\_\_\_ Where will you be working?: Waverly Beach

Driver's License Number: \_\_\_\_\_

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

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

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 31 day  
 of March 2018/19

Deb Harrison

Witness Signature

Witness Address: 512 Cornland Ct  
Kimberly WI 54130

X Ally Isselmann 3/31/2019  
 Applicant Signature Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion





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

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

Last Name: Gehl First Name: Carter Middle I: A  
 Street Address: 1166 Northfield Ct. City: Menasha Zip: 54952  
 Day Phone: (920) 851-8515 Evening Phone: (920) 851-8515  
 Date of Birth: \_\_\_\_\_ Where will you be working?: Waverly Beach  
 Driver's License Number: J  
 Do you currently hold or have held an operator's license within the last 2 years? YES / (NO)  
 If yes, please list the municipality which issued your license: \_\_\_\_\_

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 29 day  
 of March 2018 (19)

Deb Hansen  
 Witness Signature

Witness Address: 512 Cortland Ct  
Kimberly WI 54136

X Carter Gehl 03/29/19  
 Applicant Signature Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion



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

Village of Harrison, Wisconsin

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

Last Name: Meyerhofer First Name: Erin Middle I: L  
 Street Address: N7979 Mustang Dr City: Sherwood Zip: 54169  
 Day Phone: (920) 857-8338 Evening Phone: (920) 857-8338  
 Date of Birth: C Where will you be working?: Waverly Beach  
 Driver's License Number: M

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

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

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 10 day  
of April 2018/19

[Signature]  
Witness Signature

Witness Address: 512 Cortland Ct  
Kimberly WI 54166

X Erin Meyerhofer 4/10/2019  
Applicant Signature Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion



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

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

Last Name: Krause First Name: Dalene Middle I: L  
 Street Address: N5724 Rockland Beach Rd City: Helbert Zip: 54129  
 Day Phone: (920) 287-2337 Evening Phone: \_\_\_\_\_  
 Date of Birth: 02 Where will you be working?: Waverly Beach  
 Driver's License Number: \_\_\_\_\_  
 Do you currently hold or have held an operator's license within the last 2 years?  YES / NO  
 If yes, please list the municipality which issued your license: Stockbridge Village

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 26 day of March 2018/19.

Deborah

Witness Signature

Witness Address: 512 Coxland Ct.  
Kimberly WI 54136

X Dalene Krause 3/26/19  
Applicant Signature Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion

+ 15 prov.



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

Village of Harrison, Wisconsin

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

Last Name: Hills First Name: Jennifer Middle I: A  
 Street Address: 6062 Cty Rd KK City: Kaukauna Zip: 54130  
 Day Phone: 920-750-4046 Evening Phone: 920-750-4046  
 Date of Birth: 11-15-1980 Where will you be working?: SPUR  
 Driver's License Number: HT426  
 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: Kaukauna

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
PAC Below .15	Douglas	7/17/18
Serving a minor (Suspended sentence)	Kaukauna	5/18

WITNESS SIGNATURE:

Subscribed and sworn to before me this 5<sup>th</sup> day of April 2018/19.

Cam Khan

Witness Signature

Witness Address: Village Hall

X

Applicant Signature

Jennifer Hills

4/5/19

Date

Office Use Only: \$35.00

Reported to the Board:

Background Check

Course Completion



# 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: Cornell First Name: Karla Middle I: L  
 Street Address: 503 SCOTT AVE City: OSHKOSH Zip: 54901  
 Day Phone: 920-917-4564 Evening Phone: 920-917-4564  
 Date of Birth: \_\_\_\_\_ Where will you be working?: Blu Sapphires Cabare  
 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: Vandenberg

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

Violation	County or Municipality	Approximate Date

WITNESS SIGNATURE:

Subscribed and sworn to before me this 28th day of March 2018/19

Cornelia

Witness Signature

Witness Address: Village Hall

X Karla Cornell 3-28-19  
 Applicant Signature Date

Office Use Only: \$35.00  Background Check   
 Reported to the Board: + 15  Course Completion   
prov.

---

**VILLAGE BOARD MEETING**

---

**VILLAGE OF HARRISON****From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

---

**Title:**

Agreement to Place Fence in Drainage Easement – W6154 Maple Bluff Ln

---

**Issue:**

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

---

**Background and Additional Information:**

The property owner at W6154 Maple Bluff Lane is requesting permission to place a 6-foot solid vinyl fence within a drainage easement along the rear (north side) of the property. The property is Lot 34 of the Woodland Trails subdivision. There is a 10-foot drainage & utility easement along the north side of the property. The purpose of the fence is to provide an enclosed area of the back yard.

The zoning ordinance requires approval from the easement holder prior to issuance of a zoning permit for the fence. In this case, WE Energies will have to grant approval for the utility easement and the Village Board must decide if a fence is allowed in the easement as it is also a drainage easement. The applicant is requesting permission from WE Energies to place a fence in the utility easements.

---

**Budget Impacts:**

None

---

**Recommended Action:**

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

---

**Attachments:**

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

Robert Knoll  
W6154 Maple Bluff Ln.  
Menasha, WI 54952  
4/9/19

Village Board  
Village of Harrison  
W5298 Hwy 114  
Menasha, WI 54952

Dear Village Board:

I am writing to request approval for the installation of a privacy fence in the back yard of my property located at W6154 Maple Bluff Lane in the Woodland Trails Subdivision. Lot # 34 Section 9, T20N, R18E.

The fence will be 288 feet of 6-Foot-high Bufftech "Chesterfield" white smooth solid tongue and groove vinyl privacy fence with 2"x6" rail. There will be one (1) five wide single gate located on the west side of the property next to garage.

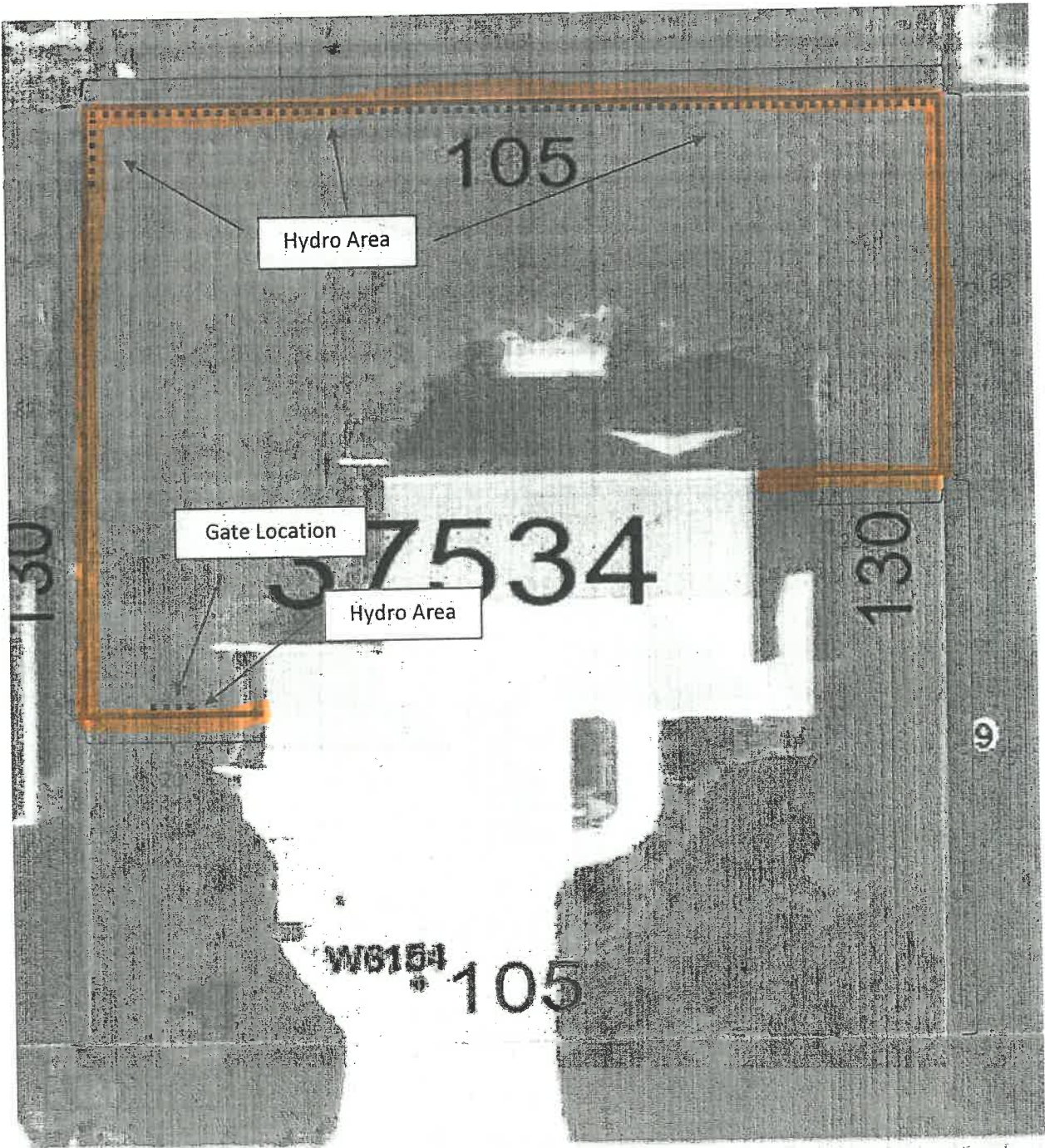
I understand there is electrical power and drainage along the back-property line and that encroachment into this area may be needed to address emergency situations. I understand the cost to reinstall all equipment to the fence is at the owner's expense.

Please note, to safely dig post holes, these areas will be hydrovaced rather than drilled. Please see aerial view map for indicated holes.

Kind Regards,



Robert Knoll



Hydro Area

105

Gate Location

Hydro Area

57534

130

130

W8154

105

9



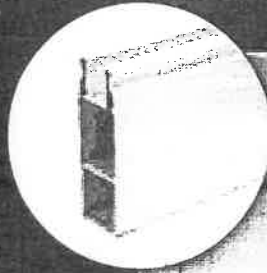
# Privacy

*Extraordinary performance combined with great style*

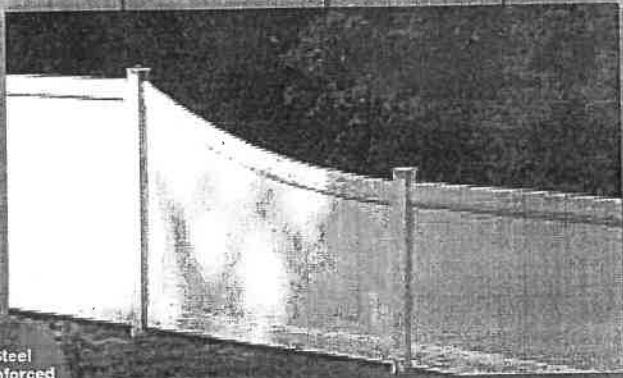
## Chesterfield Smooth Finish

Top rails in ColorLast® colors feature reinforcement for added strength and durability.

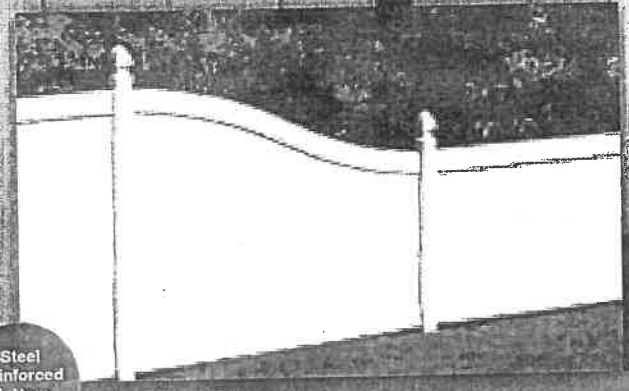
Heights: 4', 5' & 6'  
Picket Style: 7/8" x 7" Tongue & Groove  
(4' not available in Natural Clay)  
(Grey only available in 6')



Distinctive Deco Rail Design



Steel Reinforced Bottom Rail



Steel Reinforced Bottom Rail

## with Swoop Smooth Finish

Ideal for transitioning from low to high fence.

Heights: Transitions from 6' to 4'  
Available Colors: White & Almond  
Picket Style: 7/8" x 7" Tongue & Groove



## with S Curve Smooth Finish

Ideal for transitioning from low to high fence.

Heights: Transitions from 6' to 4'  
Available Colors: White & Almond  
Picket Style: 7/8" x 7" Tongue & Groove









5" Door



Hydro Br. 11



5400

# Calumet County, WI



## Legend

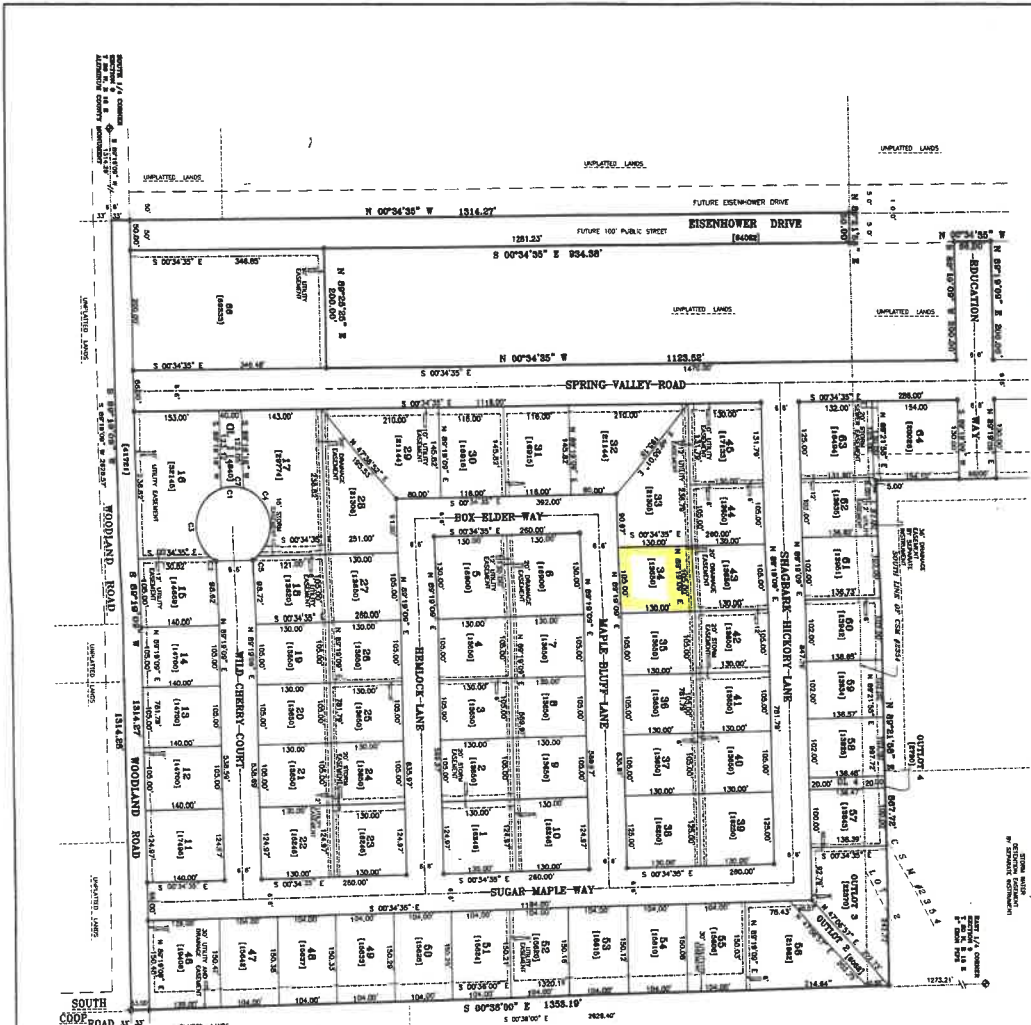
- Address Point
  - Wisconsin Water
  - Unincorporated Community
  - Town Boundary
  - Point of Interest
  - Parcel Boundary
  - Property Hook
  - PLSS Section
  - State Parks
  - County Parks
  - Lake
  - River and Stream
  - Major Roads
    - Federal Highways
    - State Highways
    - County Highways
  - Local Roads
    - Local Roads
    - Municipal Streets
  - Trail
  - Railroad
- Color 2018
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

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

Author	
Data Period	04/23/19 2:0 PM
Print Date	
	

# WOODLAND TRAILS

PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP #2354 AS DOCUMENT #312602 BEING PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 18 EAST, TOWN OF HARRISON, CALUMET COUNTY, WISCONSIN



*Handwritten signature and date:*  
 May 20, 2008

There are no objections to this plat being recorded in the public records of the County of Calumet, Wisconsin, by the undersigned, the County Clerk, on this 20th day of May, 2008.

*Signature:* \_\_\_\_\_



- NOTES:**
1. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  2. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  3. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
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  12. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  13. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  14. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  15. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  16. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  17. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  18. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  19. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.
  20. ALL MEASUREMENTS HAVE BEEN MADE TO THE CENTER POINT OF EACH CURVE.

This instrument drawn by DWS, PLS DATED 7/23/03

**Martenson & Sieck, Inc.**  
 Planning, Surveying & Engineering, Inc.  
 1000 Wisconsin Avenue, Suite 100  
 Madison, Wisconsin 53703  
 Phone: (608) 771-6881 Fax: (608) 771-6878  
 www.martensonsieck.com

Sheet 1 of 3



---

VILLAGE OF HARRISON  
CALUMET & OUTAGAMIE COUNTIES, WISCONSIN

**Permission to Occupy Drainage Easement Agreement**

---

This agreement is entered into by and between the Village of Harrison, Calumet & Outagamie Counties, hereinafter referred to as "Village" and Robert Knoll, hereinafter referred to as "Owner", owners of property described as Lot 34, Woodland Trails, being part of Lots 1 and 2 of Certified Survey Map No. 2354 as Document No. 312602, being part of the northeast ¼ of the southeast ¼; part of the southeast ¼ of the southeast ¼ of Section 9, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, parcel number 37534, located at W6154 Maple Bluff Lane.

This agreement authorizes the Owner to place a 6-foot high, white vinyl fence, hereinafter referred to as "Improvement", within the recorded drainage easement on their property subject to the following provisions and/or conditions:

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

---

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

---

Parcel No.(s): 131-0573-000340A-000-0-201809-00-4400

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

*The rest of this page left blank intentionally.*





## Discharge of Firearms Application

Owner mailing address: N8324 Firelane 13, Menasha

I, Cathy Ott own 45+ contiguous acres of land  
(name) (# of acres)

within the Village of Harrison, located at:

N8222 State Park Rd, Menasha  
(address or description of property)

I acknowledge as the land owner, I

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

Cathy M Ott  
Authorized Signature (Land Owner)

4/2/19  
Date

BOARD ACTION: \_\_\_\_\_ Approve \_\_\_\_\_ Deny \_\_\_\_\_ Date of Meeting \_\_\_\_\_

Land Owner \_\_\_\_\_ Calumet County Sheriff's Department \_\_\_\_\_ Municipal Copy \_\_\_\_\_

Staff Use Only:

Verification of Acres Listed Above: 45.73 ac ±





**EASTSHORE HUMANE ASSOCIATION, INC.**

1100 Park Street – P.O. Box320  
Chilton, WI 53014  
Telephone/Fax: (920) 849-2390  
E-Mail: ehashelter@gmail.com

March 18, 2019

Travis Parish, Administrator – Town of Harrison  
Manager – Village of Harrison  
Town & Village of Harrison  
W5298 Hwy 114  
Menasha, WI 54952

Dear Travis:

Thank you for supporting Eastshore Humane Association (EŠHA) for stray animal services. We hope to continue providing those services and additional related animal services in the future.

We ask for your financial support. In the past, Eastshore has received all, or a significant portion, of the animal license revenues from your municipality to help with your stray animals.

To plan for and help insure long term viability, we want to continue the formal collaborative agreement between Eastshore and your municipality. In return for the services provided, your municipality will continue to donate animal license revenues to Eastshore Humane Association annually. Since operating costs continue to increase with inflation, please consider increasing your donation amount.

The collaborative agreement we propose is enclosed. Please respond by returning the agreement signed or contact David McClain, Shelter Operations, at (920) 585-5184 if you have an alternative proposal. We would appreciate a response before April 30, 2019.

Sincerely,

EASTSHORE HUMANE ASSOCIATION

A handwritten signature in cursive script that reads "Judi McClain".

Judi McClain, Board of Directors



Enclosures: Agreement between Eastshore Humane Association and the Town & Village of Harrison



**EASTSHORE HUMANE ASSOCIATION, INC.**

P.O. Box 320 - 1100 Park Street

Chilton, WI 53014

Telephone/Fax: (920) 840-2390

E-Mail: [ehashelter@gmail.com](mailto:ehashelter@gmail.com)

March 18, 2019

**AGREEMENT**

**TOWN & VILLAGE OF HARRISON AND EASTSHORE HUMANE ASSOCIATION, INC.**

A collaborative agreement between Eastshore Humane Association and your municipality involves the following:

1. Eastshore Humane Association (ESHA) will work with your municipality to provide services for humane care and control of stray, small companion animals (primarily cats and dogs).
2. With the assistance of ESHA, your municipality will insure stray animals will be safe, given food, water and shelter prior to transfer to ESHA.
3. When an animal has been taken into custody, your municipality will contact ESHA. The Stray Animal Documentation Form (copy attached) will be completed and provided with the animal when transferred to ESHA. Your municipality may transport the animal to the shelter or ESHA will pick the animal up within 12 hours, or sooner with special arrangements, at which time the animal becomes the responsibility of ESHA.
4. ESHA will provide trained personnel that are skilled at handling a variety of animals.
5. In return for the services provided, your municipality will donate animal license revenues to Eastshore Humane Association prior to the May 1<sup>st</sup> renewal date.
6. It is recognized that this is a self-renewing agreement. In the event that Eastshore Humane Association and/or your municipality wish to terminate this agreement, either party must give a thirty 30 day notice in writing.
7. This agreement is effective from May 1, 2019 through April 30, 2020.

In the spirit of cooperation between Eastshore Humane Association and your municipality, the parties have duly executed this agreement on \_\_\_\_\_.

\_\_\_\_\_  
Travis Parish, Town of Harrison Administrator  
Village of Harrison Manager

  
\_\_\_\_\_  
Judi McClain, President  
Eastshore Humane Association

Date: \_\_\_\_\_

Date: March 18, 2019



## **EASTSHORE HUMANE ASSOCIATION, INC.**

1100 Park Street - P.O. Box 320

Chilton, WI 53014

Telephone/Fax: (920) 849-2390

Internal Revenue Code Section 501 ( c ) (3)

EIN: 39-1565423 - Date of Incorporation - October 1986

### DESCRIPTION OF ANIMAL CONTROL SERVICES

Eastshore Humane Association (ESHA) is a private, no-kill, non-profit animal shelter located in Chilton, Wisconsin. It is not a public animal drop off facility and is not funded by tax dollars.

ESHA provides services to the public and political subdivisions that deal with small companion animals (primarily cats and dogs) and operates feral cat programs.

People wish to drop off animals at ESHA for many reasons. The owners or providers no longer want them or can no longer care for them. People find animals they do not want but want to do what they perceive is "the right thing". Some people are mad or upset with an animal they describe as "it is not my animal" and want it taken off their property.

Most requests for animal shelter services (drop offs, stray "not my animal", we have allergies, moving, inappropriate elimination and others) are described as emergencies for the person with the request. Usually the person is not having an emergency but is feeling driven to take action right now with no financial responsibility for the service. "I want to do the right thing. What am I supposed to do?" If they choose not to use ESHA animal services, recommend they contact the staff member in their municipality responsible for control of animals for help.

Most animals come into the shelter by appointment. This is necessary to provide for controlled animal intake at a level compatible with our capacity and safe for the animals. Also, planning intake allows time to give owners alternatives to surrendering. Procedures to solve problems and keep their animal are offered. Generally, shelter facilities are full with animals that have priority. However, we take the request and call when space becomes available.

Some animals come into the shelter under emergency conditions.

Some animals come into the shelter through services defined in contracts with political subdivisions. Under the current Wisconsin Statutes, Chapter 173 covering Animals: Humane Officers, "political subdivision" means a city, village, town or county. Political subdivisions with Eastshore Humane Association animal service contracts are not authorized to drop off/admit animals from other municipalities, even when directed by the County Sheriff's Department or other police officials, without prior agreement with Eastshore. Residents in these municipalities should

contact the proper political subdivision staff member and arrange for the service. The animal's owner may have to pay a fine to the municipality and/or fees to the shelter.

The majority of the expense associated with these services is direct cost of staff, utilities, medical assistance, food and care for the animals. These costs are controlled at the lowest competitive level possible. The shelter operates with a volunteer board of directors and volunteer management. Our staff is highly qualified consisting of two full-time and three part-time employees.

If you schedule animal services, you may be asked many questions about the animal's history and temperament. You will be required to pay a relatively small surrender fee and sign a form transferring ownership of the animal to ESHA. Even in the case of a stray animal, you are acting as a representative of the owner until the owner is found.

The shelter may refuse admission of an animal. If refusing the animal will result in neglect, abuse or inhumane disposal, the animal may be admitted at the discretion of the shelter staff. These situations may be referred to the police.

Injured, diseased or vicious animals are not accepted. We will advise of appropriate disposition when contacted.

Animals in live traps are not accepted. Trapping of feral cats can be handled through the feral cat programs.

The shelter normally will not schedule admittance of animals on weekends or holidays due to lack of available veterinary services and staff resources.

Dropping off/leaving animals on Eastshore Humane Association property without agreement with Eastshore Humane will be referred to the appropriate police agencies for handling. We consider this a punishable crime.

Abandoned animals on or in rental properties are not stray animals. They have owners.





## EASTSHORE HUMANE ASSOCIATION

May 1, 2017 – April 30, 2018

**SHELTER ANIMAL ISSUES:** Adoptions continue to increase. They were up 9% over last year. Animals surrendered and stray intakes continued to decrease. They were down 27% below last Year. These trends created capacity allowing an increase in transfers of animals at risk from other counties. The number of animals at risk brought in from other counties doubled compared to last year. Our TNR program continues to show good results.

Surrendered and stray animals with injuries and poor health conditions continued to increase. We experienced higher medical expenses to help these animals become healthy and find good homes. Fundraising to cover these conditions is a major challenge.



**PERSONNEL:** Priorities have not changed. They are as follows:

1. Focus on Eastshore's mission
2. Improve Eastshore's image
3. Enhanced animal care and life
4. Staff education and training
5. Cost effectiveness
6. Facility improvement
7. Funding operations

Shelter performance trends are the results of an excellent staff and high quality volunteers. Our Board of Directors and Operations Manager are volunteers as well.

**COMMUNITY SERVICES:** Programs to improve life for animals and humans in the communities we serve are effective and growing. Shelter visitation increased about 36% over last year.

### 1. Education:

- Reading (to the animals) programs had 136 participants.
- TNR concepts and programs were presented to all visitors and callers with outside animal population problems.
- Animal behavior information was provided with each adoption to reduce problems introducing new pets to their new home and family.



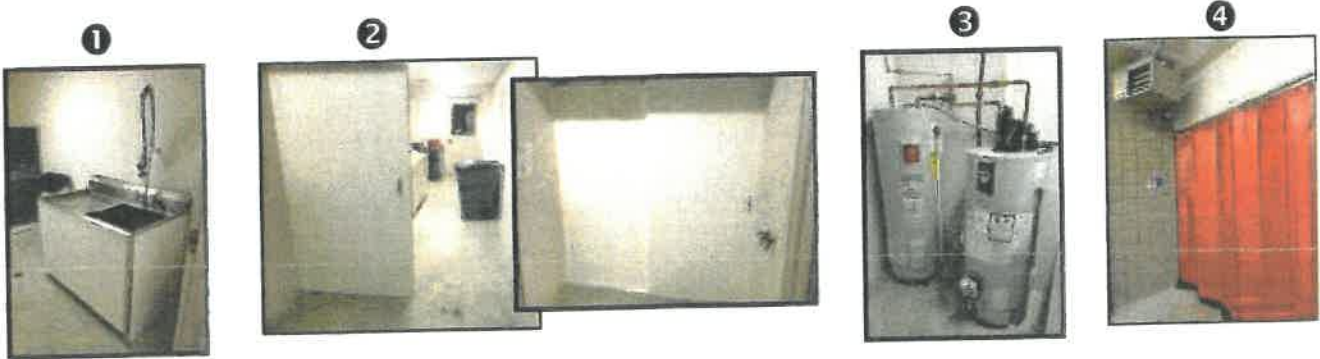
### 2. Community Service/Life Skills: Eastshore Humane has. . . .

- Participated in "A Return to Work Transition Skills Development Program" for adults with difficulty in finding employment.
- Participated in a "Kids at Risk" program to provide positive activity opportunities.
- Provided Community Service positive activity opportunities.
- Provided a program for a service animal and her owners to improve the animal's health and insure performance of her service duties
- Provided "Pet Ownership Knowledge" training for Boy and Girl Scout groups.
- Started a community Pet Food Pantry in partnership with the local Salvation Army.

### **FACILITY IMPROVEMENTS AND MAINTENANCE:**

1. Improved quarantine area (*The new sink plumbing included a provision for water and drain on the other side of the wall in the Cat Maternity Room. Adequate water spray faucet equipment was also installed.*)
2. Improved animal intake (*Bypass sliding wall partitions isolate stray dog handling from other areas of the shelter and provide for lower stress animal intake areas.*)

3. Increased hot water capacity (An additional water heater was installed that eliminates insufficient hot water capacity problems).
4. Added garage area heating 1,000 square feet floor space (A low profile 45,000 BTU natural gas heater and controls to heat the areas as needed in cold weather. A thermal insulated industrial sliding curtain wall has been installed that provides for 730 square feet of inside floor space to be used or divided into two 365 square foot areas for uninterrupted indoor dog training and socialization).
5. One of the three central heating units failed and had to be replaced.



**SUPPORT FOR OPERATIONS, PROGRAMS AND IMPROVEMENTS:** Eastshore continuously raises funds for operational and program expenses. We strive to be state-of-the-art or leading with improvements in facilities and programs that enhance the lives of animals and humans together. This requires capital for projects to accomplish our goals. Eastshore relies upon financial and other helpful donations, partnerships, bequests, memberships, fundraisers, adoptions, grants and volunteers.



**Mardi Paws & Casino Night Fundraiser 2018**  
@ The Stone Arch at Riverview Gardens



**Painting with Miki Wise**  
@ Hilde's Bakery & Deli

We send a sincere *Thank You* to all of our donors, members, volunteers, adopters and partners. We could not continue to operate without your support.



# EASTSHORE HUMANE ASSOCIATION

May 1, 2017 – April 30, 2018

**SHELTER ANIMAL ISSUES:** Adoptions continue to increase. They were up 9% over last year. Animals surrendered and stray intakes continued to decrease. They were down 27% below last Year. These trends created capacity allowing an increase in transfers of animals at risk from other counties. The number of animals at risk brought in from other counties doubled compared to last year. Our TNR program continues to show good results.

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**PERSONNEL:** Priorities have not changed. They are as follows:

- |                                  |                         |
|----------------------------------|-------------------------|
| 1. Focus on Eastshore's mission  | 5. Cost effectiveness   |
| 2. Improve Eastshore's image     | 6. Facility improvement |
| 3. Enhanced animal care and life | 7. Funding operations   |
| 4. Staff education and training  |                         |

Shelter performance trends are the results of an excellent staff and high quality volunteers. Our Board of Directors and Operations Manager are volunteers as well.

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## 1. Education:



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- Animal behavior information was provided with each adoption to reduce problems introducing new pets to their new home and family.



## 2. Community Service/Life Skills: Eastshore Humane has. . . .

- Participated in "A Return to Work Transition Skills Development Program" for adults with difficulty in finding employment.
- Participated in a "Kids at Risk" program to provide positive activity opportunities.
- Provided Community Service positive activity opportunities.
- Provided a program for a service animal and her owners to improve the animal's health and insure performance of her service duties
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1. Improved quarantine area (*The new sink plumbing included a provision for water and drain on the other side of the wall in the Cat Maternity Room. Adequate water spray faucet equipment was also installed.*)
2. Improved animal intake (*Bypass sliding wall partitions isolate stray dog handling from other areas of the shelter and provide for lower stress animal intake areas.*)

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

**Title:**  
Approve list of surplus equipment to be sold.

**Issue:**  
Should the Village sell the attached list of surplus equipment?

---

**Background and Additional Information:**  
The Village Public Works department has put together a list of items that are no longer needed and can be sold.

The list is attached.

The intention would be to place these items for sale on the government surplus website.

---

**Budget/Financial Impact:**  
Increased revenue.

---

**Recommendation:**  
Staff recommends approval to sell surplus equipment as listed on the attached sheet.

---

**Attachments:**  
Surplus equipment list.



# Renewal Alcohol Beverage License Application

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 5-1-19 ending: 10-1-19  
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the:  Town of } Harrison  
 Village of }  
 City of }

County of Calumet Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

CHECK ONE  Individual  Partnership  Limited Liability Company  
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:  
 Full Name(s) (Last, First and Middle Name) \_\_\_\_\_ Home Address \_\_\_\_\_ Post Office & Zip Code \_\_\_\_\_

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Harrison Athletic Assoc  
 Address of Corporation/Limited Liability Company (if different from licensed premises) Hwy 114 State Park Rd  
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:  

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>Kevin Lambie</u>	<u>W3062 Springfield Dr</u>	<u>Appleton WI 54915</u>
Vice President/Member	<u>John Breaker</u>	<u>1222 Doctors Dr Menasha</u>	<u>54956</u>
Secretary/Member	<u>Brenda Stumpf</u>	<u>17879 Ridgeview Ct Sherwood WI</u>	<u>54169</u>
Treasurer/Member	<u>Rebecca Schaefer</u>	<u>W54982 Golf Course Rd Sherwood WI</u>	<u>54169</u>
Agent	<u>Bucky Mader</u>	<u>178550 Cty M Menasha WI</u>	<u>54952</u>

 Directors/Managers \_\_\_\_\_

C. 1. Trade Name Harrison Athletic Assoc Business Phone Number 989-1835  
 2. Address of Premises Hwy 114 + State Park Rd Post Office & Zip Code Menasha 54952

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Pavilions
5. Legal description (omit if street address is given above): \_\_\_\_\_
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side  Yes  No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side  Yes  No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain.  Yes  No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain.  Yes  No
9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement?  Yes  No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

[Signature]  
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>3/11/19</u>	Date reported to council/board <u>4/30/19</u>	Date license granted	
License number issued	Date license issued	Signature of Clerk / Deputy Clerk	

Applicant's WI Seller's Permit No.: FEIN Number: <u>456-000216253-02 51-0138882</u>	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	<b>\$ waived</b>

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**Date:** April 30<sup>th</sup>, 2019

**Title:**  
Options to fill vacant trustee position.

**Issue:**  
What method will the Village use to fill the vacant trustee position?

**Background and Additional Information:**

Kevin Hietpas won the election for both Village President and Village Trustee. He has chosen to accept the position of Village President, thus creating a vacancy in the Village Trustee position.

The Village Board has two options under Wis. State Stats. §17.24. The first is to have the village board, by majority vote, appoint a person to the unexpired term. The second option is to hold a special election to be held next April.

**Budget/Financial Impact:**

No budget impact unless a special election is called.

**Recommendation:**

Staff recommends that the Village Board use the appointment process to fill the vacant trustee position.

**Attachments:**

Wis. State Stats. §17.24

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

**Title:**

Nominations and election to fill vacancy in trustee position for the term of April 2019 – April 2021.

**Issue:**

The Village needs to nominate and elect someone to fill the trustee position that was vacant by trustee-elect Kevin Hietpas.

---

**Background and Additional Information:**

Kevin Hietpas won the election for both Village President and Village Trustee. He has chosen to accept the position of Village President, thus creating a vacancy in the Village Trustee position.

In order to fill this vacant position, the Village Board has the options to nominate and elect a candidate or order a special election to be held next April.

If the Village Board has chosen to nominate a candidate, then the Village President will need to ask for nominations from the Village Board. Once the nomination process has been closed, then the Village Board will need to vote on the nominees. The nominee with the majority of the votes will be elected to fulfill the term of office. The term of this seat is April 2019 – April 2021.

---

**Budget/Financial Impact:**

No budget impact unless a special election is called.

---

**Recommendation:**

None.

---

**Attachments:**

Wis. State Stats. §17.24



**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

**Title:**  
Discuss Farmers Field Improvements and timeline.

**Issue:**  
Does the Village Board wish to move ahead with the Farmers Field improvements?

---

**Background and Additional Information:**

In 2016, the Village of Harrison acquired approximately 18 acres on Manitowoc Rd. for a future park. In 2018, the Village began the grading and installation of a stormwater pond and soccer fields on this parcel known as Farmers Field. The majority of that work is done and now the Board must decide whether or not to move forward with the rest of the improvements.

If the Village Board decides not to move forward with the rest of the improvements, then the parcel will need to be seeded down in order to prevent erosion.

If the Village Board decides to proceed with only a portion of the improvements, then staff recommends that a well be dug for irrigation and that power be brought into the site.

---

**Budget/Financial Impact:**

Total cost for all improvements approximately \$1,520,000.00.

---

**Recommendation:**

Staff recommends that the Village Board bid out the completion of all the improvements for Farmers Field.

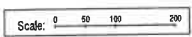
---

**Attachments:**

Farmers Field Master Park Plan  
Cost estimates



17\_0515



MANITOWOC ROAD PARK - CONCEPT 2

Ayres Associates | 101 east Badger Road Madison WI 53713 | 608.255.0800 | 608.255.7750 | www.ayresassociates.com | 127-1088

## FARMERS FIELD IMPROVEMENTS

	Cost	Status
<b>Demolition</b>		
Mobilization	\$ 50,000.00	Completed
Demolition	\$ 20,000.00	Completed
General Site Clearing	\$ 10,000.00	Completed
Grading	\$ 50,000.00	Partially Completed
Erosion Control	\$ 10,000.00	Completed
Erosion Control Mat	\$ 1,048.00	Completed
Stormwater Pond	\$ 60,000.00	Completed
Topsoil	\$ 100,000.00	Not Completed
<b>Remaining Costs</b>	<b>\$ 301,048.00</b>	
<b>Hardscape</b>		
Concrete Pavement	\$ 41,964.00	Not Completed
Concrete Base	\$ 4,608.00	Not Completed
Road and Parking Asphalt	\$ 104,490.00	Not Completed
Road and Parking Base	\$ 45,702.00	Not Completed
Path Asphalt	\$ 37,525.00	Not Completed
Path Base Course	\$ 20,140.00	Not Completed
Pavement Striping	\$ 8,190.00	Not Completed
Gravel Path	\$ 8,140.00	Not Completed
<b>Remaining Costs</b>	<b>\$ 270,759.00</b>	
<b>Site Amenities</b>		
Shelter with restrooms	\$ 300,000.00	Not Completed
Open Shelter	\$ 50,000.00	Not Completed
Playground	\$ 150,000.00	Not Completed
Playground Surfacing	\$ 12,000.00	Not Completed
Basketball Court	\$ 40,000.00	Not Completed
Tennis Court	\$ 35,000.00	Not Completed
Baseball Backstop	\$ 15,000.00	Not Completed
Soccer Goals	\$ 10,000.00	Not Completed
Site Furnishing	\$ 25,000.00	Not Completed
Site Lighting	\$ 80,000.00	Not Completed
Regulatory Sign and Post	\$ 2,000.00	Not Completed

Park Entry Sign	\$ 15,000.00	Not Completed
Boardwalk	\$ 120,000.00	Not Completed

**Remaining Costs** \$ 854,000.00

**Utilities**

Electrical system	\$ 40,000.00	Not Completed
Underdrain	\$ 24,000.00	Not Completed
Well	\$ 15,000.00	Not Completed
Shelter Utility Connection	\$ 15,000.00	Not Completed

**Remaining Costs** \$ 94,000.00

**Landscape**

Lawn Seeding	\$ 109,778.00	Not Completed
Trees	\$ 26,500.00	Not Completed
Vegetative Screening	\$ 20,000.00	Not Completed
Native Plantings	\$ 19,520.00	Not Completed

**Remaining Costs** \$ 175,798.00

---

**Total Remaining Costs** \$ 1,695,605.00

---

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

**Title:**

Discuss methods of borrowing and interest rates for Farmers Field improvements

**Issue:**

How does the Village Board wish to finance the Farmers Field improvements?

---

**Background and Additional Information:**

At the last Village Board meeting, the Village Board requested information on interest rates for the different methods of borrowing.

Staff received the following interest rates based on \$1,500,000.00 at 10 yrs.

Investors Community Bank	3.98%
Bond Market	Estimated 2.5%
State Trust Fund	4.25%

---

**Budget/Financial Impact:**

Repayment will start next year if money borrowed this year.

---

**Recommendation:**

Staff recommends that the Village Board bond for the amount if they decide to proceed with the Farmers Field improvements.

---

**Attachments:**

Email from Business Bank  
Baird Report  
State Trust Fund Rates

## Travis Parish

---

**From:** Tom Pennings <tpennings@icbk.com>  
**Sent:** Thursday, April 25, 2019 1:51 PM  
**To:** Travis Parish  
**Subject:** RE: Possible Loan for Park Improvements

Hi Travis,

I can do a 3.98% for 10 years. Maybe a little lower, but a good starting point. Let me know if this is out of line and I will try to get lower.

Do you need an interest breakdown or anything else? Thanks Travis!

Tom



Tom Pennings  
VP – Senior Business Banking Officer  
P ~ 920.882.3858  
C ~ 920.427.3045  
F ~ 920.739.2698  
[www.linkedin.com/in/tom-pennings-08711848](http://www.linkedin.com/in/tom-pennings-08711848)

[InvestorsCommunityBank.com](http://InvestorsCommunityBank.com)

5643 Waterford Ln. PO Box 057 Appleton, WI 54912-0057

*PLEASE NOTE: My email address will be changing to [tpennings@icbk.com](mailto:tpennings@icbk.com) the week of February 11<sup>th</sup>. Please update your address book. Note: I will still receive any email sent to the old email address.*

**From:** Travis Parish [mailto:TParish@harrison-wi.org]  
**Sent:** Thursday, April 25, 2019 11:01 AM  
**To:** Tom Pennings <tpennings@icbk.com>  
**Subject:** RE: Possible Loan for Park Improvements

Tom,

The agenda is going out tomorrow. Is it possible to have the rates by then? If not, our meeting is Tuesday so I would need it by then. I just need a rough quote as they have requested some comparisons.

Please let me know.

Thanks,

**Travis Parish – Village Manager**

# Village of Harrison

2019 Financing Discussion

April 30, 2019

Borrowing Amount / Structure / Purpose

<b>Issue:</b>	<b>General Obligation Promissory Notes</b>
<b>Estimated Size:</b>	\$1,520,000
<b>Purpose:</b>	2019 Capital Improvement Projects (Farmers Field)
<b>Structure:</b>	Matures annually March 1, 2020-2029
<b>First Interest:</b>	March 1, 2020
<b>Callable:</b>	TBD
<b>Estimated Interest Rate:</b>	2.50%

## Timeline

- Village Board considers Financing and Initial Resolution ..... April 30, 2019
  - Preparations are made for issuance
    - ✓ Placement Memorandum
    - ✓ Send out for Bids once Baird receives final 2017 audit
    - ✓ Marketing
- Village Board Considers Award Resolution (finalizes terms and interest rate) ..... May 28, 2019
- Closing of Notes (funds available) ..... June 11, 2019

# Current Interest Rates

## Current General Obligation Loan Interest Rates

Loan Term	Interest Rate
2 Years	4.00%
3 - 5 Years	4.00%
6 - 10 Years	4.25%
11 - 20 Years	4.50%

**Revenue Loan Interest Rates** - Revenue loans have more risk than general obligation loans, so revenue loan interest rates will always be higher than the general obligation rates shown above. The interest rate offered by BCPL on any revenue loan will be based on an analysis of the risks specific to each individual transaction. Revenue loans require additional information and documentation designed to allow BCPL staff to analyze those risks prior to loan application. Please see the Revenue Loan Worksheet/Application Request for a list of required information.



**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

**Title:**

Resolution providing for the sale of \$1,520,000.00 in General Obligation Promissory Notes for Farmers Field improvements.

**Issue:**

Should the Village issue GO bonds for the improvements at Farmers Field?

---

**Background and Additional Information:**

If the Village Board does approve to move forward with the improvements at Farmers Field and they do agree to bond for the financing of those improvements, then the attached resolution must be approved by the Village Board.

---

**Budget/Financial Impact:**

Repayment will start next year if money borrowed this year.

---

**Recommendation:**

Staff recommends that if the Village Board decides to bond for the Farmers Field improvements that the attached resolution be approved.

---

**Attachments:**

Resolution

Resolution No. V2019-05

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY  
\$1,520,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS the Village of Harrison, Calumet County, Wisconsin (the "Village") is presently in need of approximately \$1,520,000 for the public purpose of financing the Farmers Field park project; and

WHEREAS it is desirable to borrow said funds through the issuance of general obligation promissory notes pursuant to Section 67.12(12), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of Notes. The Village shall issue its General Obligation Promissory Notes (the "Notes") in the amount of approximately \$1,520,000 for the purpose above specified.

Section 2. Sale of Notes. The Village Board hereby authorizes and directs the officers of the Village to take all actions necessary to provide for the sale of the Notes. At a subsequent meeting, the Village Board shall take further action to approve the details of the Notes and authorize the sale of the Notes.

Section 3. Offering Document. The Village Clerk shall cause an official statement or other offering document concerning this issue to be prepared by the Village's financial advisor, Robert W. Baird & Co. Incorporated. The appropriate Village officials shall determine when the offering document is final for purposes of Securities and Exchange Commission Rule 15c2-12 (if and to the extent the Notes are subject to that Rule) and shall certify said document, such certification to constitute full authorization of such document under this resolution.

Passed this 30th day of April, 2019.

Approved this 30th day of April, 2019.

\_\_\_\_\_  
Jim Salm, President

Attest:

\_\_\_\_\_  
Jennifer Weyenberg, Village Clerk

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**Date:** April 30<sup>th</sup>, 2019

**Title:**  
Request by Jeffrey Melin to fix/replace driveway apron.

**Issue:**  
Should the Village fix/replace Mr. Melin's driveway apron.

**Background and Additional Information:**

Mr. Melin contacted the Village concerning the state of his driveway apron. He stated that due to the road salt, his apron was now scaling and cracking.

He is upset because his driveway was put in with the Sumac Dr. project in 2015. The concrete is relatively new.

**Budget/Financial Impact:**

Undetermined.

**Recommendation:**

Staff recommends denial of the replacement of the driveway apron.

**Attachments:**

Pictures.

## Travis Parish

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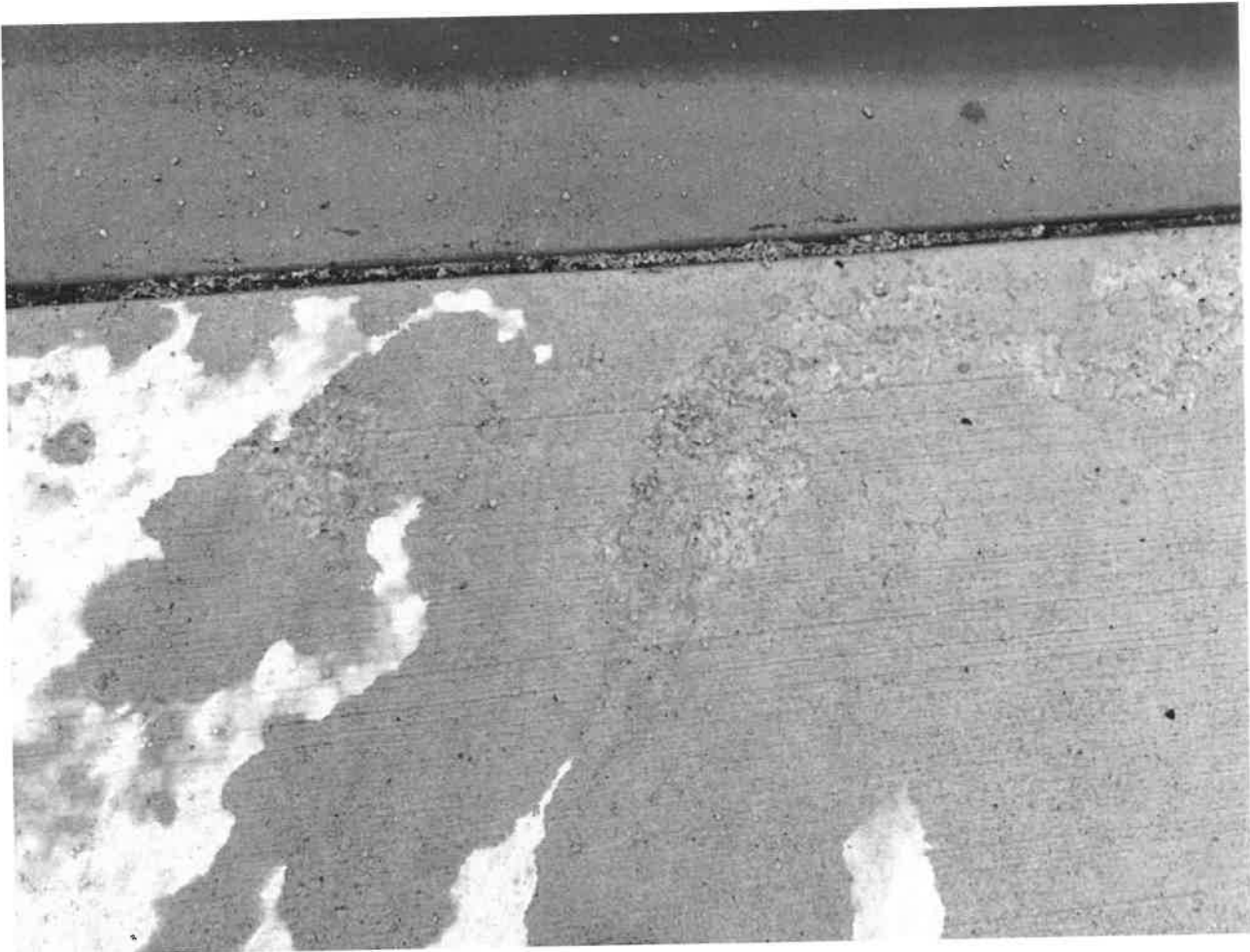
**From:** JEFFREY MELIN <sj91@prodigy.net>  
**Sent:** Saturday, March 09, 2019 4:50 PM  
**To:** Travis Parish  
**Subject:** W5560 Sumac

Good Morning.

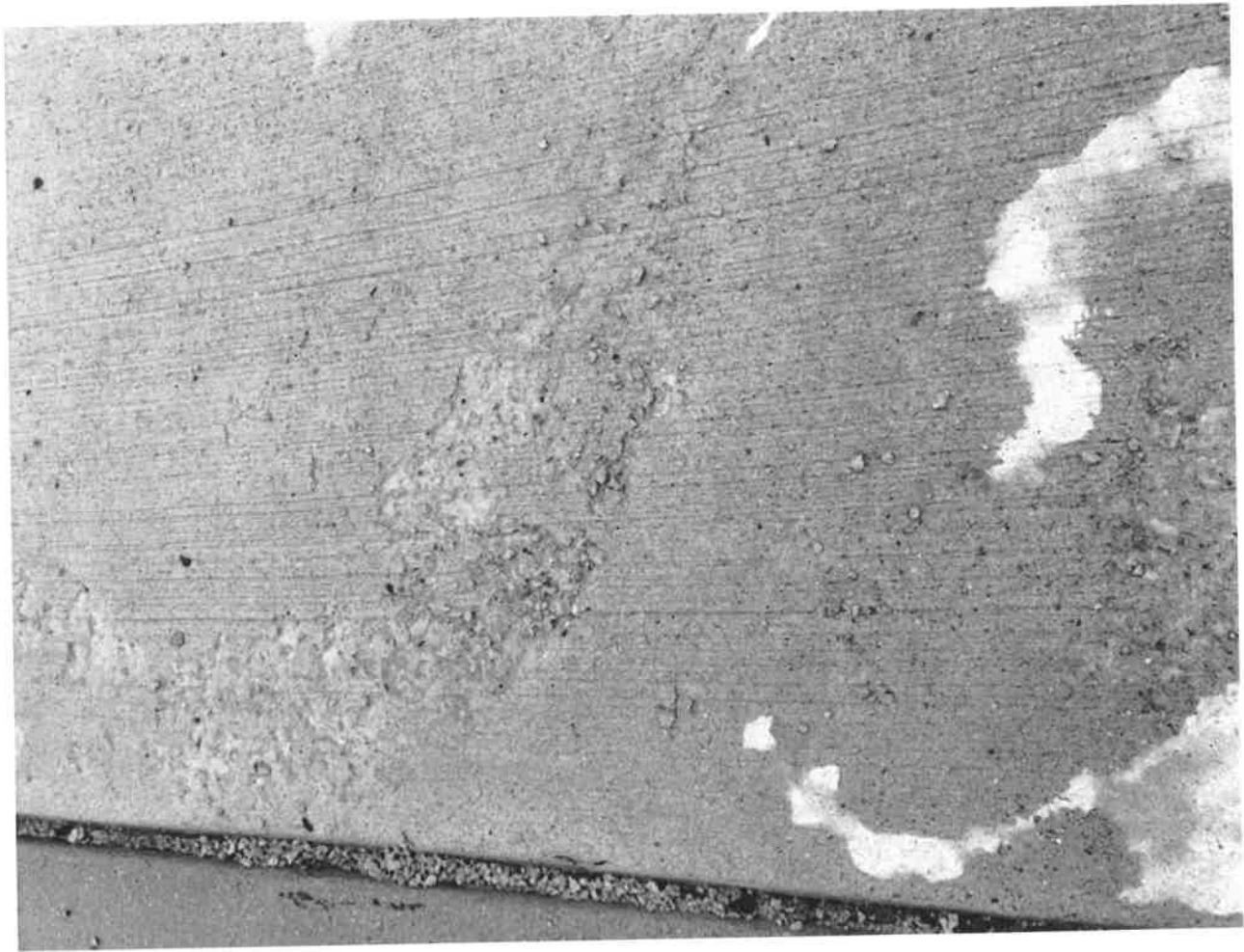
I took these pics of the driveway today before it's snows. My concrete is flaking more each day. Again I do not use salt on my driveway as I mentioned in the email from last week. The one picture is of the curb and the chunk that is missing went into my snow blower. The last pic is where the storm sewer is and appears to be cracking and sinking. The one across the street at Bakers house is doing the same and his was fixed once already. Just an FYI before it snows.

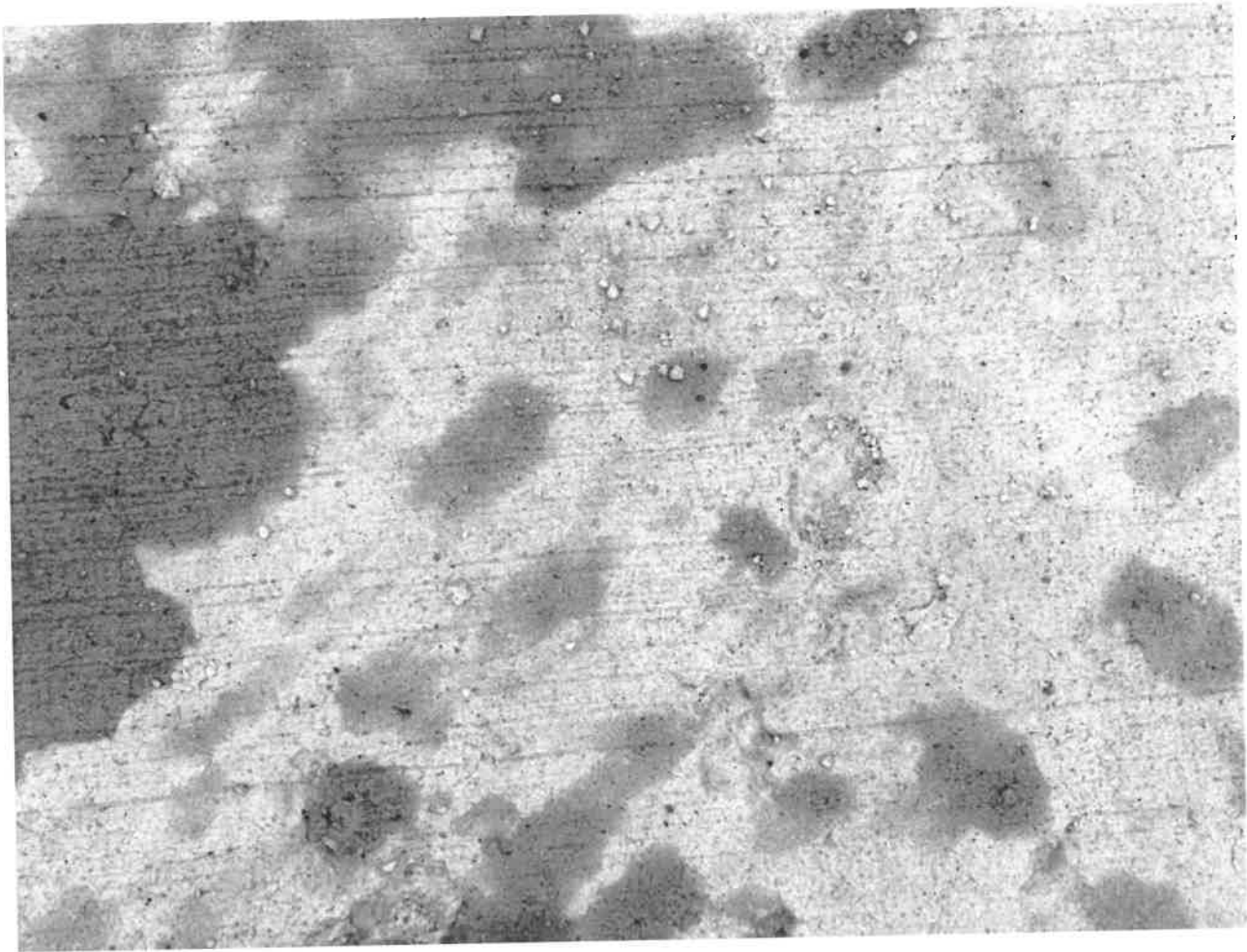
Thanks for your time.

Jeff Melin











Sent from my iPhone



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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

---

**Title:**

Zoning Map Amendment for S Coop Rd (Mader)

---

**Issue:**

Should the Village Board adopt Ordinance V19-04, rezoning a part of parcel #33574 from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1]?

---

**Background and Additional Information:**

The property owner of N8803 S Coop Road is requesting a zoning map amendment (rezoning) to rezone a portion of property from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1] for future land division. The proposed rezoning complies with the Comprehensive Plan and the future land use map designation of single-family residential (sewered).

---

**Budget Impacts:**

None

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**Recommended Action:**

The Plan Commission will meet prior to the Village Board to discuss and act on the Zoning Map Amendment (Rezoning). The Plan Commission decision will be presented at the meeting.

Staff recommends approval of Ordinance V19-04, rezoning a part of Parcel #33574 from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1].

---

**Attachments:**

- Ordinance V19-04

**ORDINANCE V19-04**

**AN ORDINANCE AMENDING THE VILLAGE OF HARRISON  
OFFICIAL ZONING MAP. (S. Coop Road)**

WHEREAS, a public hearing on the map amendment (rezoning) was held by the Harrison Plan Commission on April 30, 2019; and

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

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

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

A part of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 62,451 square feet (1.434 acres) of land and described as follows:

Commencing at the Northwest corner of said Section 15; Thence S00°45'08"W, 1,312.15 feet along the West line of said Northwest 1/4; Thence S89°13'12"E, 40.72 feet along the North line of the South 1/2 of said Northwest 1/4 to the Point of Beginning; Thence continuing S89°13'12"E, 180.00 feet along said North line also being the North line of Kambura Acres; Thence N00°24'16"E, 346.99 feet; Thence N89°14'40"W, 180.00 feet; Thence S00°24'16"W, 346.91 feet along the Easterly Right of Way of S. Coop Road to the Point of Beginning.

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

Adopted by the Village Board of the Village of Harrison this 30<sup>th</sup> day of April, 2019.

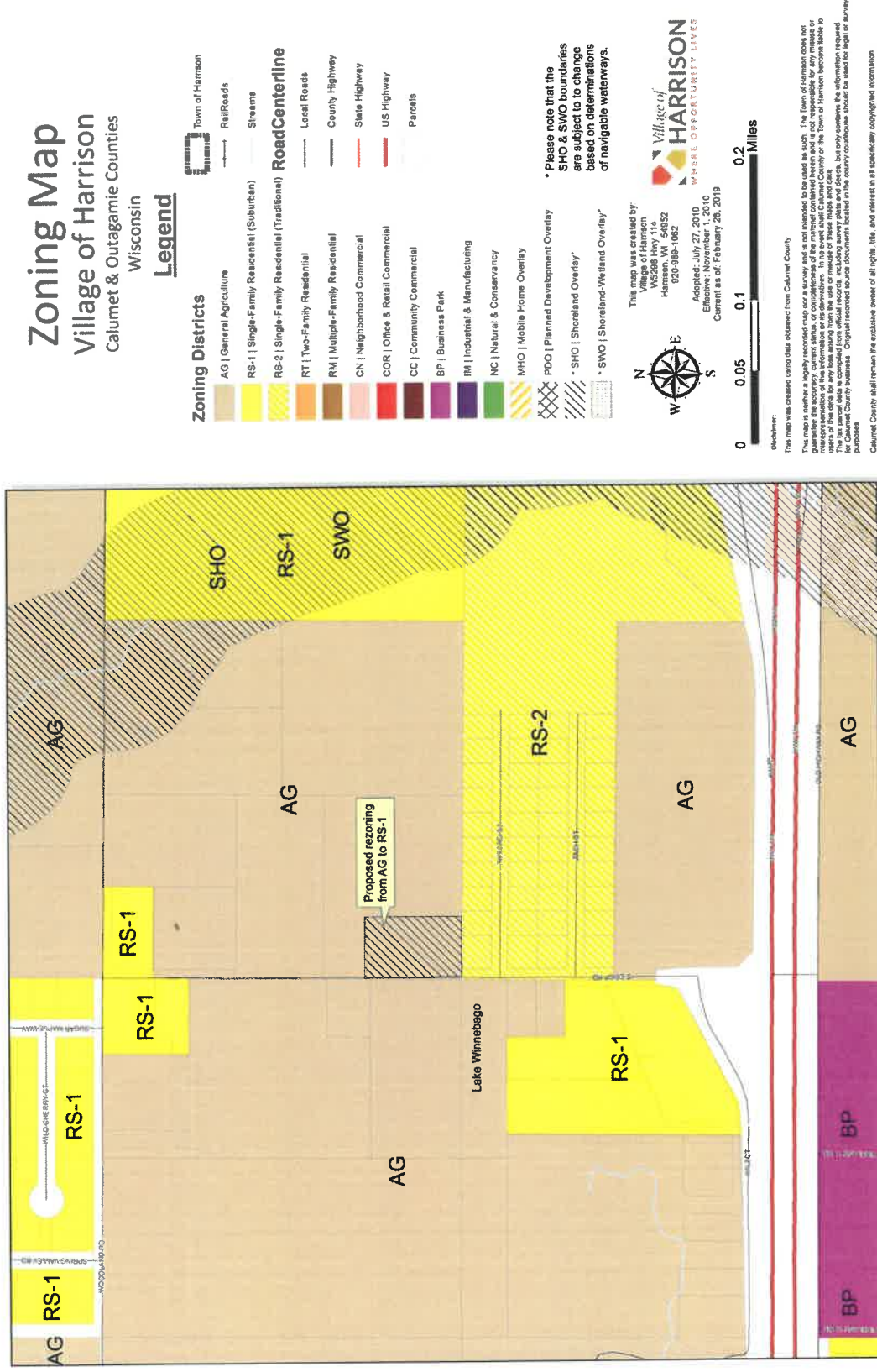
---

Kevin Hietpas, Village President

---

Attest: Jennifer Weyenberg, Clerk

# Exhibit A – Zoning Map



This map was created using data obtained from Calumet County. The map is neither a legally recorded map nor a survey and is not intended to be used as such. The Town of Harrison does not guarantee the accuracy, current status, or completeness of the material contained herein and is not responsible for any misuse or errors in the use of the data for any purpose other than the intended purpose of the map. The user assumes all liability for any use of the data for any purpose other than the intended purpose of the map. The user assumes all liability for any use of the data for any purpose other than the intended purpose of the map. The user assumes all liability for any use of the data for any purpose other than the intended purpose of the map.

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**VILLAGE BOARD MEETING****From:**

Mark J. Mommaerts, AICP, Planner

---

**VILLAGE OF HARRISON****Meeting Date:**

April 30, 2019

---

**Title:**

CSM – S Coop Road

---

**Issue:**

Should the Village Board approve the Certified Survey Map?

---

**Background and Additional Information:**

The applicant is proposing a 4-lot Certified Survey Map (CSM) for the property at N8838 S. Coop Road. Lot 1 will contain the existing house and garages and will be approximately 6-acres in size with 160-feet of road frontage. Lot 1 is proposed to remain zoned AG. Lots 2-4 are new single-family home sites. These lots are proposed to be rezoned to RS-1. Public sewer and water is available along S. Coop Road.

Staff is asking that a grading/drainage plan be developed for Lots 2-4, in consideration of the adjacent subdivision of Kambura Acres. This will help ensure that the area develops in an orderly fashion and that future drainage issues are minimized.

---

**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.

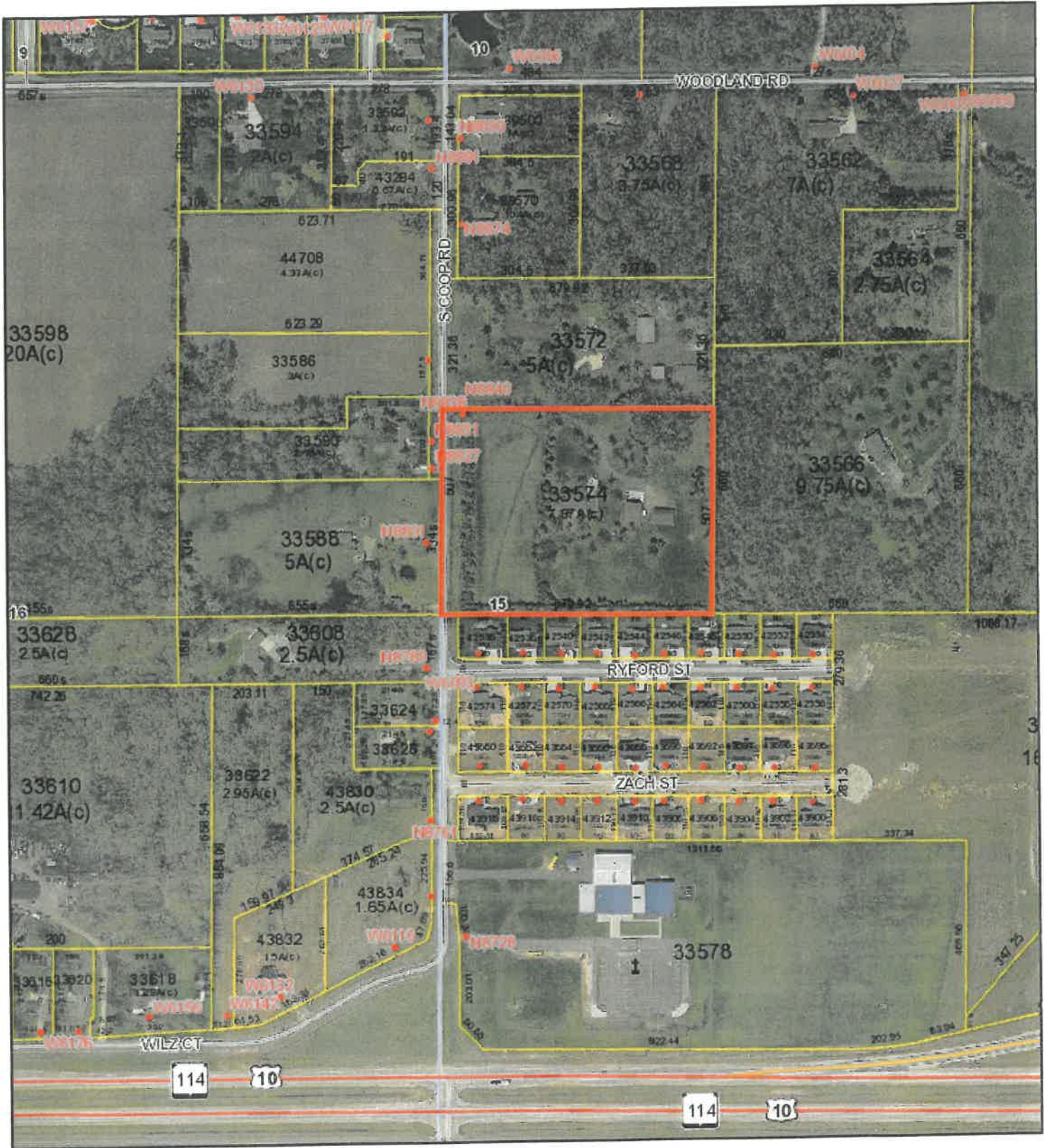
Staff recommends approval of the Certified Survey Map with the following conditions:

1. A grading/drainage plan be reviewed and approved by the Village for Lots 2-4.

---

**Attachments:**

- Aerial Map
- CSM



**Legend**

- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- ▭ Parcel Boundary
- Property Hook
- ▭ PLSS Section



**Calumet County, WI**



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: 04/16/19 1:38 PM	
Source:	

CERTIFIED SURVEY MAP NO. \_\_\_\_\_ SHEET 1 OF 5  
 A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 18  
 EAST, VILLAGE OF HARRISON, CALLUMET COUNTY, WISCONSIN

FOR: -KEN & DIANE MADER  
 -NB838 S. COOP ROAD  
 -MENASHA, WI 54952

UNPLATTED LANDS  
 DOCUMENT NO. 150216  
 (EAST)  
 S89°14'40"E 677.96'

NORTHWEST CORNER  
 S15-20-18  
 MAGNAIL FOUND  
 POINT OF BEGINNING  
 S89°14'40"E 180.00'

LOT 2  
 CSM 3712  
 WEST LINE OF THE  
 NW 1/4, SEC. 15  
 N00°45'08"E 202.50'

LOT 1  
 282,218 S.F.  
 6.020 ACRES  
 (EAST LINE OF THE WEST 41  
 ACRES OF THE NORTHWEST  
 1/4 OF SECTION 15)

LOT 2  
 19,980 S.F.  
 0.459 ACRES  
 45' BUILDING  
 SETBACK LINE  
 PER DEVELOPER

LOT 3  
 19,980 S.F.  
 0.459 ACRES

LOT 4  
 22,481 S.F.  
 0.516 ACRES  
 12' UTILITY EASEMENT  
 BY THIS CSM  
 180.00'

LOT 5  
 344,530 S.F.  
 7.910 ACRES  
 RIGHT-OF-WAY  
 19.861 S.F.  
 0.384 ACRES  
 TOTAL  
 344,530 S.F.  
 7.910 ACRES

LOT 6  
 681.05' (880.00'±)  
 LOT 7  
 19.88'

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

EXISTING HOUSE  
 EXISTING GARAGES  
 DOCUMENT NO. 150192  
 DOCUMENT NO. 432304

**LEGEND**

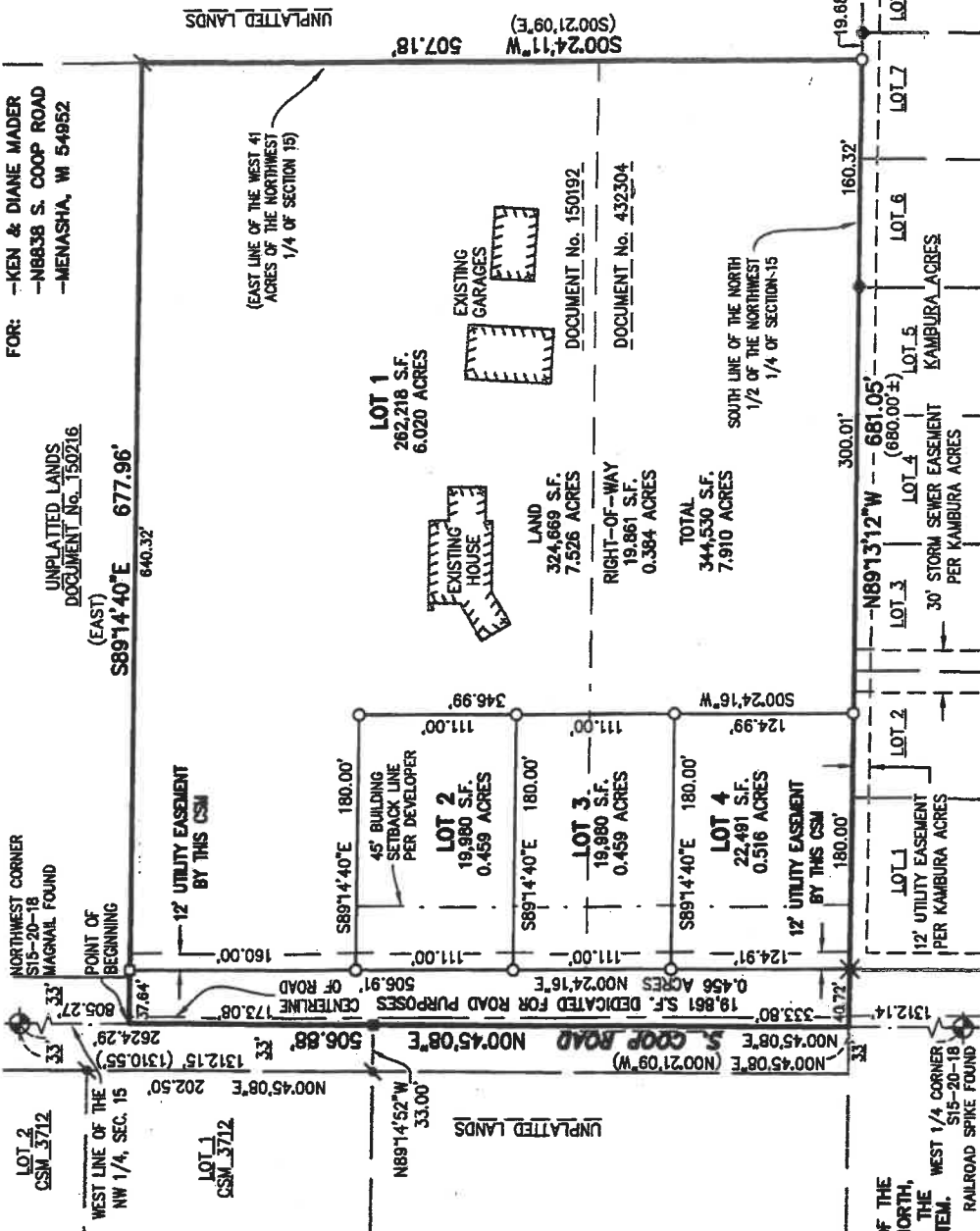
- 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- MAG NAIL SET
- 1" IRON PIPE FOUND (1.315" O.D.)
- 3/4" ROUND STEEL REBAR FOUND
- ⊗ MAG NAIL FOUND
- ⊕ 1 1/4" ROUND STEEL REBAR FOUND
- ⊙ CERTIFIED LAND CORNER CALLUMET COUNTY
- ⊛ SQUARE FEET
- ⊞ RECORDED BEARING AND/OR DISTANCE



SCALE - FEET

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST WHICH BEARS N00°45'08"E PER THE PUBLISHED CALLUMET COUNTY COORDINATE SYSTEM.

DRAFTED BY: Kjae J. Tenky



A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, 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 the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 344,530 square feet (7.910 acres) of land and described as follows:

Commencing at the Northwest corner of said Section 15; Thence S00°45'08"W, 805.27 feet along the West line of said Northwest 1/4 to the Point of Beginning; Thence S89°14'40"E, 677.96 feet along the South line of Document No. 150216; Thence S00°24'11"W, 507.18 feet along the (East line of the West 41 acres of said Northwest 1/4); Thence N89°13'12"W, 681.05 feet along the North line of Kambura Acres also being the South line of the North 1/2 of said Northwest 1/4; Thence N00°45'08"E, 506.88 feet along the West line of said Northwest 1/4 to the Point of Beginning.

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 \_\_\_\_\_ Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
David M. Schmalz, Professional WI land Surveyor S-1284

k:\asky, W: \PROJECTS\00971\91900209\CADD\Civil3D\Survey Documents\CSM\Ken Mader 4 Lot CSM.dwg, sheet2\_legalism, Plot Date: 3/8/2019 7:30 AM.



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 THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

CERTIFICATE OF VILLAGE BOARD

We hereby certify that the village of Harrison Board of Trustees has approved this Certified Survey Map at their regular meeting on \_\_\_\_\_ with/without conditions as stated in the minutes. I hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THIS \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Village President Date  
Jim Salm

\_\_\_\_\_  
Village Clerk Date  
Jennifer Weyenberg

CERTIFICATE OF TREASURER

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map as of:

\_\_\_\_\_  
Village Treasurer Date  
JoAnn Ashauer

\_\_\_\_\_  
County Treasurer Date  
Michael V. Schlaak

NOTES

- THIS CSM IS ALL OF TAX IDENTIFICATION No. 33574.
- THE PROPERTY OWNER OF RECORD IS KENNETH A. AND DIANE K. MADER LIVING TRUST AND KENNETH A. MADER AND DIANE K. MADER.
- THIS PROPERTY IS CONTAINED WHOLLY WITH IN LANDS DESCRIBED IN DOCUMENT No. 432304 AND DOCUMENT No. 150192.



A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Kenneth A. and Diane K. Mader Living Trust 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 on this Certified Survey Map. I/We also certify that this Certified Survey Map is required by s. 236.34 of the Wisconsin Statutes to be submitted to the following for approval.

Village Harrison  
Calumet County

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized Signature Title  
Kenneth A. and Diane K. Mader Living Trust

\_\_\_\_\_  
Printed Name

State of Wisconsin)  
\_\_\_\_\_)ss  
County)

Personally appeared before me on the \_\_\_\_\_ 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  
\_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas and communications service is hereby granted by Kenneth A. and Diane K. Mader Living Trust, Grantors, to

to WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE, AND TIME WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable tv facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the Certified Survey Map designated as "Utility Easement Areas" and the property designated on the Certified Survey Map for Road Purposes, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable tv facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees. The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

\_\_\_\_\_  
Kenneth A. Mader

\_\_\_\_\_  
Diane K. Mader

A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Kenneth A. and Diane K. Mader 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 on this Certified Survey Map. I/We also certify that this Certified Survey Map is required by s. 236.34 of the Wisconsin Statutes to be submitted to the following for approval.

Village Harrison  
Calumet County

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

_____	_____
Authorized Signature	Title
Kenneth A. and Diane K. Mader	

Printed Name \_\_\_\_\_

State of Wisconsin) )ss  
\_\_\_\_\_ County)

Personally appeared before me on the \_\_\_\_\_ 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 \_\_\_\_\_ County, \_\_\_\_\_

My commission expires \_\_\_\_\_

---

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

---

**Title:**

CSM – State Park Road (Tax ID 43768)

---

**Issue:**

Should the Village Board approve the Certified Survey Map?

---

**Background and Additional Information:**

The property owner owns an agricultural parcel (Tax ID 43768) and plans to subdivide a portion of the property fronting State Park Road into a single-family lot. Lots can be created by Certified Survey Map (CSM), but are limited to four lots every five years. The proposed CSM for Tax ID 43768 will be the fourth lot created within the past five years.

The property owner is proposing a 1-lot Certified Survey Map (CSM) for the property located along State Park Road. The property is zoned General Agricultural (AG). The purpose of the CSM is to create a single-family home site for a house that will be moved onto the site. The AG zoning district currently allows single-family homes as a permitted use. The property owner is working with the Calumet County Planning & Zoning Dept. regarding the private sanitary systems. Access will come from State Park Road via culvert and private driveway.

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**Budget Impacts:** None

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**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.

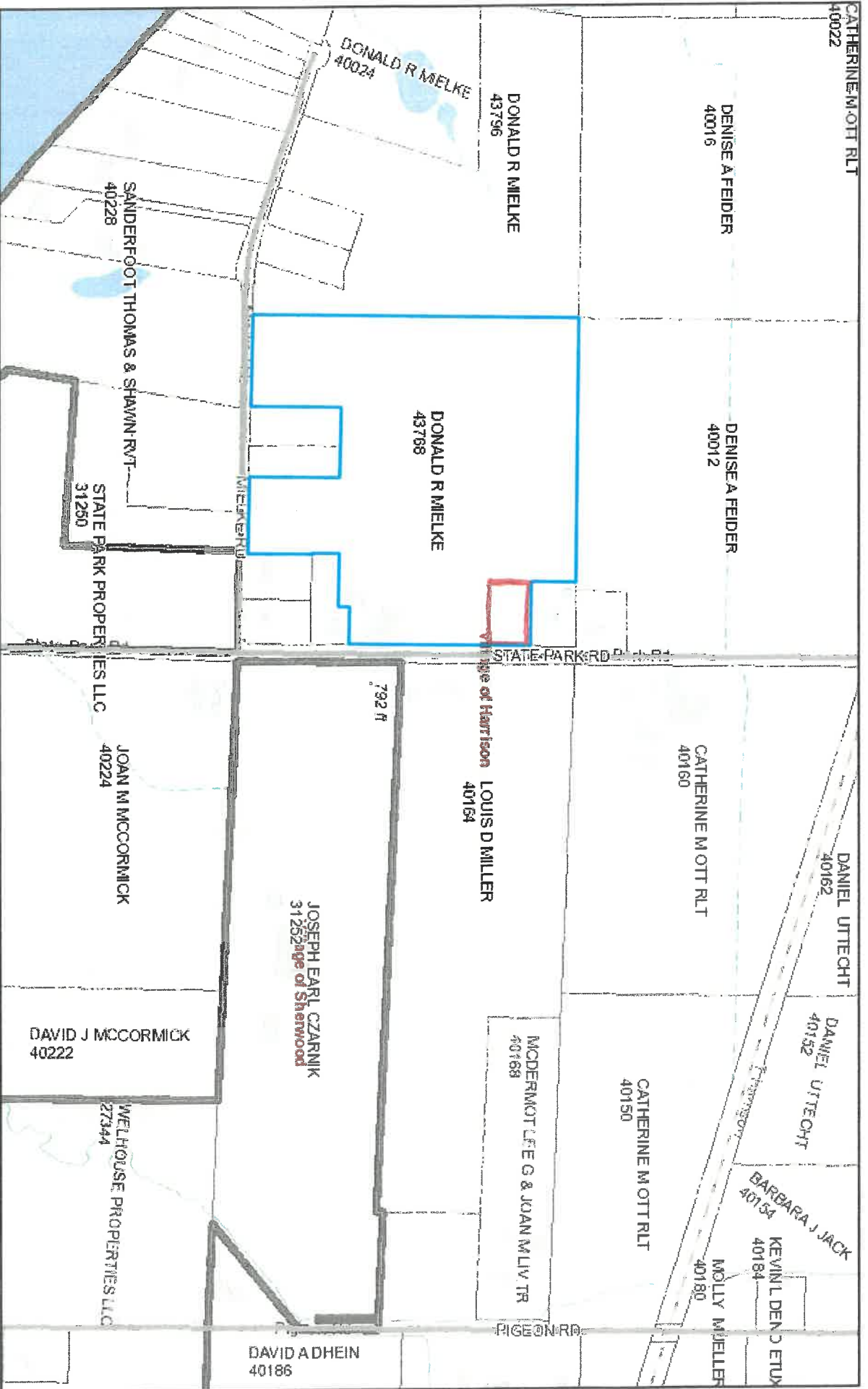
Staff recommends approval of the Certified Survey Map.

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**Attachments:**

- Aerial Map
- CSM

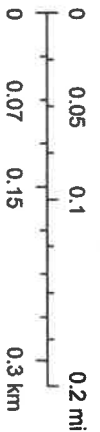
# Calumet County Parcel



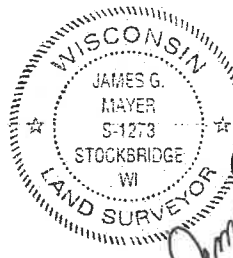
4/16/2019, 1:52:39 PM

- Calumet Roads Cartographic
- Federal Highways
- State Highways
- County Highways
- State Highways
- Calumet Roads Cartographic
- Federal Highways
- State Highways
- County Highways
- Local Roads
- Calumet Roads Cartographic
- Federal Highways
- State Highways
- County Highways
- Local Roads

1:9,028

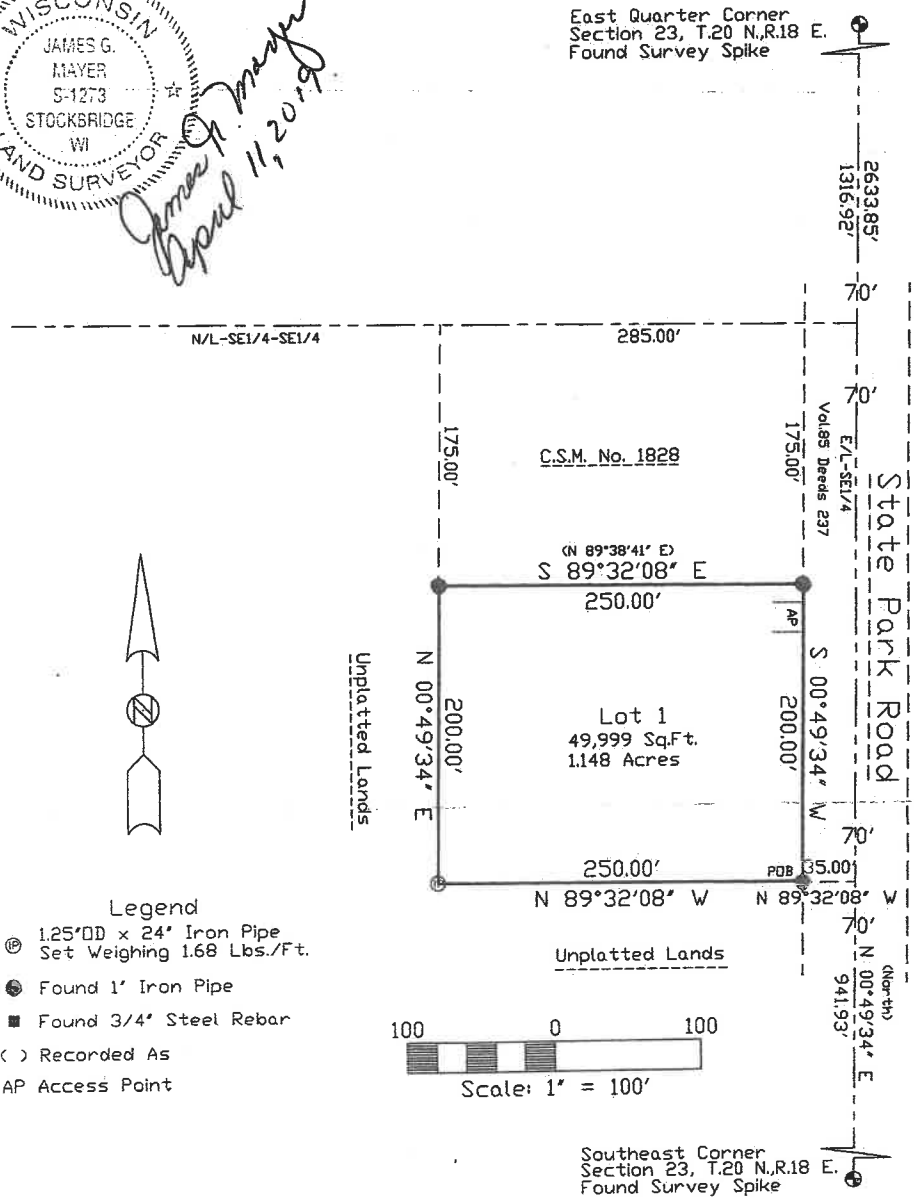


PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, (FORMERLY TOWN OF  
HARRISON), CALUMET COUNTY, WISCONSIN.



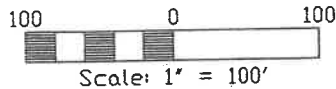
*James G. Mayer*  
*April 11, 2019*

East Quarter Corner  
Section 23, T.20 N., R.18 E.  
Found Survey Spike



Legend

- ⊙ 1.25"OD x 24" Iron Pipe Set Weighing 1.68 Lbs./Ft.
- Found 1" Iron Pipe
- Found 3/4" Steel Rebar
- ( ) Recorded As
- AP Access Point



Southeast Corner  
Section 23, T.20 N., R.18 E.  
Found Survey Spike

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

SURVEYED FOR  
DONALD MIELKE  
W5484 MIELKE ROAD  
MENASHA, WI

C:\Projets\MielkeDon19\csm.dwg  
BEARINGS REFERENCED TO COUNTY  
DATUM EAST LINE OF THE SOUTHEAST  
QUARTER BEARS NORTH 00°49'34" EAST.  
THIS INSTRUMENT DRAFTED BY J. G. MAYER  
NOTEBOOK NO.44 PAGE 39.

**SURVEYOR'S CERTIFICATE**

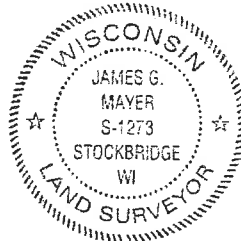
I, James G. Mayer, Wisconsin Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped under the direction of Donald R. Mielke, part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 20 North, Range 18 East, Village of Harrison, (formerly Town of Harrison), Calumet County, Wisconsin containing 49,999 square feet or 1.148 acres of land and described as follows.

Commencing at the Southeast Corner of said Section 23, thence North 00°49'34" East a distance of 941.93 feet along the east line of the southeast quarter; thence North 89°32'08" West a distance of 35.00 feet to the west right-of-way line of State Park Road and the point of beginning; thence continuing North 89°32'08" West a distance of 250.00 feet; thence North 00°49'34" East a distance of 200.00 feet to the south line of Certified Survey Map No. 1828; thence South 89°32'08" East a distance of 250.00 feet along the south line to the west right-of-way line of State Park Road; thence South 00°49'34" West a distance of 200.00 feet along the west right-of-way line to the point of beginning. Subject to all easements and restrictions of record. Liability hereunder is expressly limited to the cost of this survey.

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

Dated this 11th day of April, 2019.

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



**OWNER'S CERTIFICATE**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Donald R. Mielke, Owner

State of Wisconsin)  
Calumet County )ss

Personally came before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above named owners to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Calumet County, Wisconsin

**VILLAGE BOARD CERTIFICATE**

Resolved that the above certified survey map in the Village of Harrison was approved by the Village Board on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**VILLAGE TREASURER'S CERTIFICATE**

I being the duly elected qualified and acting village treasurer of the Village of Harrison, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of \_\_\_\_\_, 2019 on any of the lands included in this Certified Survey Map.

\_\_\_\_\_  
Village Treasurer                      Date

**COUNTY TREASURER'S CERTIFICATE**

I being the duly elected qualified and acting treasurer of the County of Calumet, do hereby certify the records in my office show unredeemed tax sales and no unpaid taxes or special assessments as of \_\_\_\_\_, 2019 affecting the lands included in this Certified Survey Map.

\_\_\_\_\_  
County Treasurer                      Date

Notes:

This CSM is part of tax parcel no. 43768. This CSM is contained wholly within the property described in the following recorded instrument: Doc. No. 356788. The property owner of record is Donald R. Mielke, W5484 Mielke Road, Menasha WI 54952.

WISCONSIN  
JAMES G.  
MAYER  
S-1273  
STOCKBRIDGE  
WI  
LAND SURVEYOR

*James G. Mayer*  
*April 11, 2019*

---

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

---

**Title:**

Final Plat – Creekside Estates

---

**Issue:**

Should the Village Board conditionally approve the Final Plat for Creekside Estates?

---

**Background and Additional Information:**

The Developer for Creekside Estates has submitted the final plat for the subdivision. It is a 40-lot subdivision located on the south side of Woodland Road along Kasten Road and east of S. Coop Road. The subdivision will have lot sizes between 13,000 and 34,000 square feet. A street connection to Woodland Road is proposed and well as future connections to the east and south. In the southwest corner a cul-de-sac from a future roadway off of Ryford Street is planned. Two cul-de-sacs are proposed due to the environmental conditions of existing wetlands and navigable streams. Several stormwater management ponds are proposed based on the topography of the site. Sewer and water must be extended from the Kambura Acres subdivision and Lift Station #6. Sewer and water is proposed to extend along future Ryford Street and connect to this subdivision at Noe Road.

---

**Recommended Action:**

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

Staff recommends approval of the Final Plat of Creekside Estates with the following conditions:

1. Outlot 1 to have a 30-foot Access & Storm Sewer Easement.
2. Lot line between Lot 30/Outlot 2 to be moved west 15-feet to provide access to the stormwater pond on Outlot 2.
3. Final Street & Utility Plans and Grading/Drainage Plans that meet all the comments from the Village and Village engineer shall be submitted, reviewed, and approved prior to the Village signing the final plat.
4. A temporary turnaround shall be constructed on the eastern stub of Delta Drive. A temporary easement on Lot 15 and Outlot 3 shall be recorded. The eastern stub of Edgewood Drive shall connect to Kasten Road.
5. All streets to be concrete with 5-foot wide concrete sidewalks on both sides. Street construction to be in accordance with the Harrison Specifications Manual. The exception may be the cul-de-sac in the southwest corner, this street shall match that of the future street to the south.
6. High-back, integral concrete curb shall be utilized rather than the mountable curb.



7. Final street plan set to include sidewalks and curb ramps. Location of curb ramps to be approved by the Village.
8. The Utility Easement shall name the Village of Harrison and Harrison Utilities as a grantee for water, sanitary, and storm sewer utility purposes. All water, sanitary, and storm sewer laterals are to be stubbed into all lots a minimum of 6-feet.
9. Erosion Control Silt Fence shall be installed, in accordance with State Specifications, along the right-of-way line of Zach Street prior to issuance of building permits and zoning permits.
10. All lots shall have a storm sewer lateral provided for sump pump discharge.
11. All drainageways, drainage easement, and associated infrastructure shall be installed, graded and seeded prior to issuance of building permits and zoning permits.
12. All utilities, including but not limited to, sanitary sewer, water, storm sewer, gas, electric, cable, phone, shall be installed prior to roadway acceptance.
13. The Village Board shall accept the roadway in a “graveled state” prior to issuance of building permits and zoning permits.
14. A street light shall be installed at the intersection of Noe Road and Woodland Road. Any proposed street lights shall be installed and upfront costs to be paid by the Developer. The Village will assume long-term maintenance.
15. An assessment waiver shall be signed and approved by the Village Board prior to the Village signing the final plat, if there will be any assessments by Village. A note, listing the improvements to be assessed, shall be added to the final plat indicating that the Village of Harrison will assess all lots equally.
16. All improvements, including but not limited to, curb & gutter, concrete paving, sidewalks, shall be installed prior the Village signing the final plat, unless the Village Board approves a Subdivision Development Agreement to allow for improvements to be installed at a later date.

If the Village Board feels there are too many unresolved issues, the Village Board may postpone action until a later date.

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**Attachments:**

- Location Map
- Preliminary Plat

# CREEKSIDE ESTATES

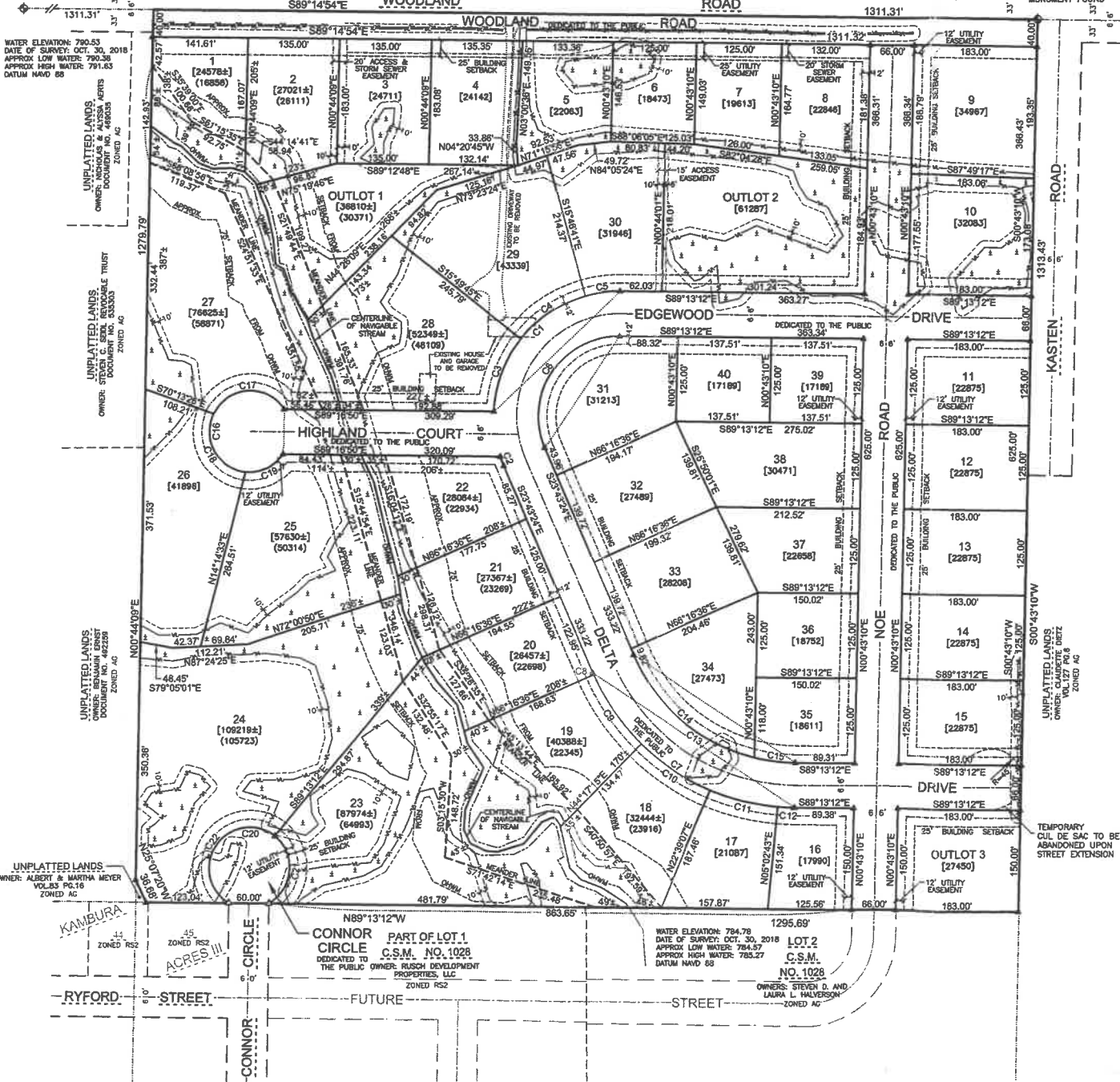
PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4,  
SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST,  
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.

NORTHWEST CORNER  
SECTION 15  
T20N, R18E  
ALUMINUM COUNTY  
MONUMENT FOUND

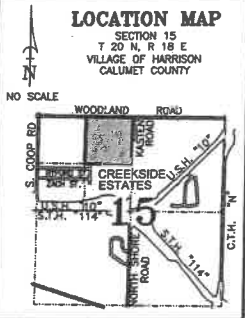
NORTH 1/4 CORNER  
SECTION 15  
T20N, R18E  
ALUMINUM COUNTY  
MONUMENT FOUND

WATER ELEVATION: 790.53  
DATE OF SURVEY: OCT. 30, 2018  
APPROX LOW WATER: 790.38  
APPROX HIGH WATER: 791.63  
DATUM: NAVD 88

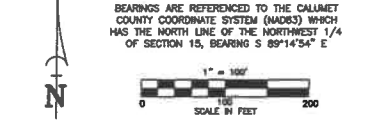
WATER ELEVATION: 784.78  
DATE OF SURVEY: OCT. 30, 2018  
APPROX LOW WATER: 784.57  
APPROX HIGH WATER: 785.27  
DATUM: NAVD 88



CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
1	183.00'	114°30'12"	365.72'	S 33°31'42.0" W	307.83'	N 89°13'12" W	S 23°43'24" E
2	183.00'	004°37'15"	14.76'	S 23°24'46.5" E	14.75'	S 13°43'09" W	S 23°43'24" E
3	183.00'	036°08'09"	115.42'	S 20°01'21.5" W	113.51'	S 38°05'26" W	S 01°57'17" W
4	183.00'	036°09'18"	115.48'	S 56°10'05.0" W	113.57'	S 74°14'44" W	S 38°05'26" W
5	183.00'	017°32'04"	52.81'	S 82°30'46.0" W	52.83'	N 89°13'12" W	S 74°14'44" W
6	117.00'	114°30'12"	233.82'	S 33°31'42.0" W	196.81'	N 89°13'12" W	S 23°43'24" E
7	333.00'	065°29'48"	380.66'	S 56°28'18.0" E	360.27'	S 23°43'24" E	S 89°13'12" E
8	333.00'	008°21'12"	2.05'	S 23°54'00.0" E	2.05'	S 23°43'24" E	S 24°04'36" E
9	333.00'	021°38'09"	125.75'	S 34°53'40.5" E	125.00'	S 24°04'36" E	S 45°42'45" E
10	333.00'	021°38'08"	125.74'	S 56°31'49.0" E	125.00'	S 45°42'45" E	S 67°20'53" E
11	333.00'	017°36'24"	102.33'	S 76°09'05.0" E	101.93'	S 77°20'53" E	S 84°57'17" E
12	333.00'	015°55'55"	74.79'	S 87°05'14.5" E	74.78'	S 84°57'17" E	S 89°13'12" E
13	267.00'	065°29'48"	305.22'	S 56°28'18.0" E	288.87'	S 23°43'24" E	S 89°13'12" E
14	267.00'	052°01'07"	243.96'	S 49°53'57.5" E	235.56'	S 23°43'24" E	S 76°04'31" E
15	267.00'	013°08'41"	61.25'	S 82°38'51.5" E	61.12'	S 76°04'31" E	S 89°13'12" E
16	60.00'	293°15'57"	307.11'	S 00°43'09.5" W	66.00'	N 32°38'52" W	N 34°05'11" E
17	60.00'	121°37'40"	127.37'	S 86°32'18.0" W	104.76'	N 32°38'52" W	N 25°43'28" W
18	60.00'	110°17'51"	115.50'	S 29°25'17.5" W	98.41'	S 25°43'28" W	S 24°34'03" E
19	60.00'	061°20'46"	64.24'	N 64°45'34.0" E	61.22'	S 84°34'03" E	N 34°05'11" E
20	60.00'	299°59'56"	314.16'	N 89°13'12.0" W	60.00'	N 60°46'46" E	S 59°13'10" E
21	60.00'	111°48'05"	117.08'	N 04°52'43.5" S	59.37'	N 60°46'46" E	N 51°01'19" W
22	60.00'	188°11'51"	197.08'	S 34°52'45.5" W	119.69'	N 51°01'19" W	S 59°13'10" E



NOTES  
FRONT YARD BUILDING SETBACKS ARE 25 FEET THROUGHOUT THE PLAT OF CREEKSIDE ESTATES.  
ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT.  
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 20 SECONDS AND COMPUTED TO THE NEAREST HALF SECOND.  
ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF THE NAVIGABLE STREAM, IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.  
THE OWNER/SUBDIVIDER HAS NO NOTICE OR KNOWLEDGE OF ANY ENVIRONMENTAL PROBLEM (THE EXISTENCE OF HAZARDOUS OR TOXIC SUBSTANCES) OF ANY SORT ON THE PROPERTY BEING TRANSFERRED. THE OWNER/SUBDIVIDER UNDERSTANDS THAT IT WILL PAY FOR ANY COSTS TO REMEDY ANY ENVIRONMENTAL PROBLEMS ENCOUNTERED DURING CONSTRUCTION OF ANY OF THE PUBLIC IMPROVEMENTS REQUIRED BY THE VILLAGE ON THE PLAT OR IN THE DEVELOPER'S AGREEMENT. THE OWNER/SUBDIVIDER UNDERSTANDS THAT THEY SHALL BE INDIVIDUALLY RESPONSIBLE FOR ANY ENVIRONMENTAL PROBLEM FOUND ON THE LAND, TRANSFERRED TO THE VILLAGE ON THE PLAT DURING THE CONSTRUCTION OF ROADS OR OTHER DEDICATIONS AND AGREES TO HOLD THE VILLAGE HARMLESS UNTIL CONSTRUCTION, INSTALLATION OR GRADING IS COMPLETE.  
LOT LINE GRADES ESTABLISHED BY THE DRAINAGE PLAN FOR CREEKSIDE ESTATES ARE MANDATORY. IT IS THE RESPONSIBILITY OF THE LOT OWNER TO COMPLY WITH THESE ESTABLISHED ELEVATIONS.  
NO ROOF DRAINS ARE ALLOWED TO BE DISCHARGED THROUGH STORM WATER LATERALS.  
THERE ARE ORDINANCE REGULATIONS THAT HAVE BEEN PASSED BY THE VILLAGE OF HARRISON REQUIRING THE MAINTENANCE OF LOT DRAINAGE PLANS ON A PERMANENT BASIS. SAID REGULATIONS HAVE BEEN RECORDED AS DOCUMENT NUMBER 331468, CALUMET COUNTY REGISTER OF DEEDS AND SHALL APPLY TO ALL SUBDIVISIONS APPROVED AFTER THE 1ST DAY OF MAY, 2001. SAID RECORDING SHALL HAVE THE EFFECT OF DEED RESTRICTIONS REQUIRING THAT PERMANENT LAWS BE ESTABLISHED IN CONFORMANCE WITH THE LOT DRAINAGE PLAN ELEVATIONS WITHIN ONE YEAR AFTER INITIAL OCCUPANCY OF ANY HOUSE. FAILURE TO MAINTAIN GRADES IN ACCORDANCE WITH STORM WATER OR DRAINAGE PLANS SHALL ENTITLE THE VILLAGE OR REPRESENTATIVE THEREOF TO DIRECT COMPLIANCE OR UPON FAILURE OF COMPLIANCE TO MAKE SAID LANDS COME INTO COMPLIANCE. THE COSTS AND EXPENSES SHALL BE ENTERED ON THE TAX ROLL AS A SPECIAL CHARGE AGAINST THE PROPERTY AND COLLECTED WITH OTHER TAXES LEVIED THEREON.  
BUILDING PERMITS AND OCCUPANCY PERMITS MAY BE WITHHELD FOR NON-COMPLIANCE WITH THE PLAT OR VILLAGE ORDINANCES RELATING TO DRAINAGE AND STORM WATER MANAGEMENT.  
IN THE EVENT THAT, THE SURFACE DRAINAGE FACILITIES REQUIRED BY THE PLAT WHICH ARE APPLICABLE TO THE LOT FOR WHICH A BUILDING PERMIT HAS BEEN APPLIED, HAVE NOT BEEN COMPLIED WITH, THE BUILDING INSPECTOR MAY WITHHOLD BUILDING PERMITS REQUIRED BY THE BUILDING CODE.  
IN THE EVENT THAT, AFTER CONSTRUCTION THERE IS A FAILURE TO ESTABLISH SURFACE GRADES IN ACCORDANCE WITH THE SUBDIVISION SURFACE WATER PLAN, THE BUILDING INSPECTOR MAY WITHHOLD THE OCCUPANCY PERMIT REQUIRED BY THE BUILDING CODE.  
MAINTENANCE OF ALL DRAINAGE WAYS AND ASSOCIATED STRUCTURES WITHIN THE PLAT OR SERVING THE PLAT IS THE SOLE RESPONSIBILITY OF THE OWNER/SUBDIVIDER UNTIL ACCEPTANCE BY OR DEDICATION TO THE VILLAGE OF HARRISON.  
WHERE THERE IS A STORM INLET TO ADEQUATELY DRAIN THE REAR PORTION OF LOTS WITHIN BLOCKS OF THE PLAT, THE RESPECTIVE LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING A CLEAR GRATE ON ANY STORM DRAINAGE INLETS ON THEIR LOT.  
UPON FAILURE OF THE OWNER/SUBDIVIDER TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS AND ASSOCIATED STRUCTURES, THE VILLAGE OF HARRISON RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENTS OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE EQUALLY ASSESSED AMONG THE PROPERTY OWNERS OF THE PLAT.  
A DRAINAGE PLAN HAS BEEN FILED WITH THE VILLAGE OF HARRISON WHICH STATES THE REQUIRED LEVELS OF MAINTENANCE FOR ALL THE IDENTIFIED STORM WATER MANAGEMENT SYSTEMS/FACILITIES.  
NO OBSTRUCTION MAY BE CONSTRUCTED, PLANTED OR MAINTAINED WITHIN ANY DRAINAGE EASEMENT SO THAT SUCH OBSTRUCTION IMPEDES THE NATURAL FLOW OF WATER AND/OR DIMINISHES THE NATURAL AESTHETIC QUALITY OF THE DRAINAGE WAY.



- LEGEND**
- 1" O.D. ROUND IRON PIPE SET, 18" LONG, WEIGHING 1.13 LBS. PER LINEAL FOOT AT ALL OTHER LOT, OUTLOT AND MEANDER CORNERS
  - 1-1/4" O.D. ROUND REINFORCING BAR SET, 30" LONG WEIGHING 4.303 LBS. PER LINEAL FOOT
  - 1-1/4" O.D. ROUND REINFORCING BAR FOUND
  - [ ] TOTAL LOT AREA IN SQUARE FEET
  - ( ) LOT AREA TO MEANDER LINE IN SQUARE FEET
  - ◇ GOVERNMENT CORNER
  - △ DELINEATED WETLAND
  - 10' WETLAND SETBACK (UNLESS NOTED)
  - OHWA APPROXIMATE ORDINARY HIGH WATER MARK FOR REFERENCE ONLY

**UTILITY EASEMENTS** - NO POLES OR BURIED CABLES ARE TO BE PLACED SUCH THAT THE INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT LINE OR STREET LINE. THE DISTURBANCE OF A SURVEY STAKE BY ANYONE IS A VIOLATION OF SECTION 236.32 OF WISCONSIN STATUTES. UTILITY EASEMENTS AS SHOWN SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PRIVATE PUBLIC UTILITIES HAVING THE RIGHT TO SERVE THE AREA.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_  
Department of Administration

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Menasha, WI 54952  
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info@martenson-eisele.com  
608.731.0381 1.800.236.0381

Drawing No. 1-0687-003  
Sheet 1 of 2  
This instrument drawn by: Amy Sedlar

# CREEKSIDE ESTATES

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4,  
SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST,  
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, GARY A. ZHRINGER, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED CREEKSIDE ESTATES, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 15, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/4 CORNER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1311.31 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1311.31 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00 DEGREES 43 MINUTES 10 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1313.43 FEET; THENCE NORTH 89 DEGREES 13 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1295.69 FEET; THENCE NORTH 25 DEGREES 07 MINUTES 20 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF LANDS DESCRIBED IN VOL. 83 PG. 16, A DISTANCE OF 36.86 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 09 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 1279.79 FEET TO THE POINT OF BEGINNING. CONTAINING 1,721,883 SQ. FT. (39.529 ACRES). SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS SHOWN HEREIN.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF HARRISON AND CALUMET COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND THIS 9TH DAY OF MARCH, 2019.

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

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION

ATLAS DEVELOPMENTS & CONSTRUCTION, LLC, DULY ESTABLISHED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID ATLAS DEVELOPMENTS & CONSTRUCTION, LLC, CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

ATLAS DEVELOPMENTS & CONSTRUCTION, LLC, FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

DEPARTMENT OF ADMINISTRATION  
CALUMET COUNTY  
VILLAGE OF HARRISON

WITNESS THE HAND AND SEAL OF SAID OWNER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JERRY LEE FRAZEE, PRESIDENT

STATE OF WISCONSIN )  
                          ) SS  
                          ) COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019,  
THE ABOVE OWNER TO ME KNOWN TO BE THE PERSON, WHO EXECUTED THE FOREGOING  
INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE

COMMUNITY FIRST CREDIT UNION, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE LANDS HEREIN DESCRIBED, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF ATLAS DEVELOPMENTS & CONSTRUCTION, LLC, OWNER.

IN WITNESS WHEREOF, THE SAID COMMUNITY FIRST CREDIT UNION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY MICHAEL VEDDER, V.P. BUSINESS SERVICES, AT \_\_\_\_\_, WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MICHAEL VEDDER V.P. BUSINESS SERVICES

STATE OF WISCONSIN )  
                          ) SS  
                          ) COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019,  
THE ABOVE OWNER TO ME KNOWN TO BE THE PERSON, WHO EXECUTED THE FOREGOING  
INSTRUMENT AND ACKNOWLEDGE THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

## UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY ATLAS DEVELOPMENTS & CONSTRUCTION, LLC, GRANTORS, TO

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE, AND TIME WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

JERRY LEE FRAZEE, PRESIDENT

## VILLAGE OF HARRISON APPROVAL:

THE VILLAGE BOARD OF THE VILLAGE OF HARRISON HEREBY APPROVES THIS FINAL PLAT

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JAMES SALM, VILLAGE PRESIDENT DATE

ATTEST:

JENNIFER WEYENBERG, VILLAGE CLERK DATE

## VILLAGE TREASURER'S CERTIFICATE:

I, \_\_\_\_\_, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF HARRISON, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ ON ANY OF THE LAND INCLUDED IN THE PLAT OF CREEKSIDE ESTATES.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ TREASURER

## COUNTY TREASURER'S CERTIFICATE:

I, \_\_\_\_\_, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF CALUMET, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF \_\_\_\_\_ AFFECTING THE LANDS INCLUDED IN THE PLAT OF CREEKSIDE ESTATES.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ COUNTY TREASURER

There are no objections to this plat with respect to Sect. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_\_\_

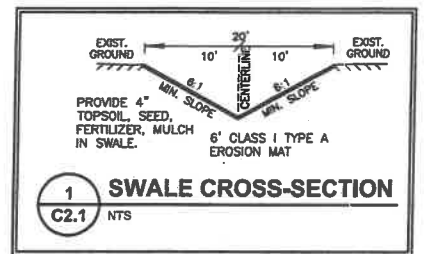
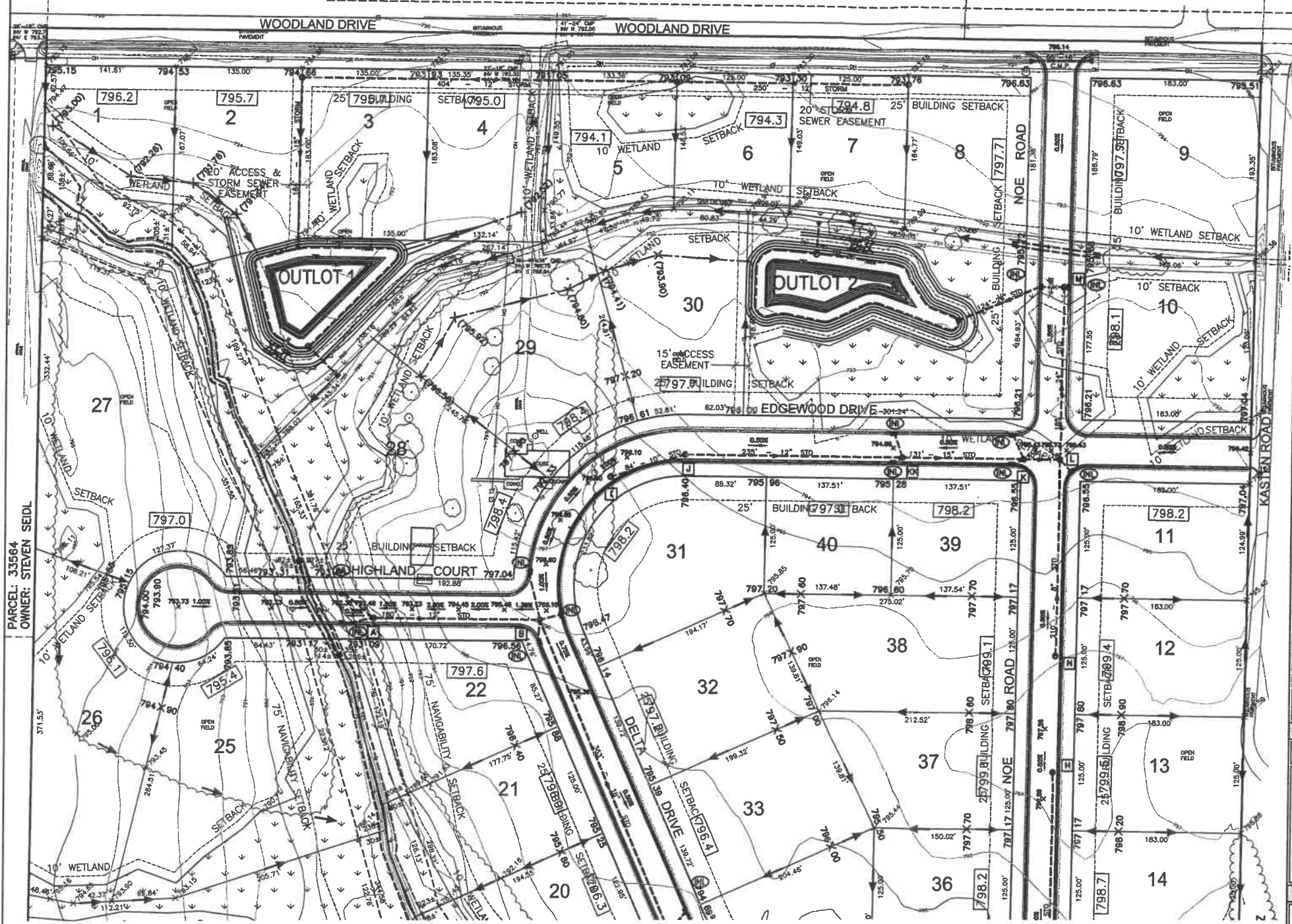


Department of Administration

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Drawing No. 1-0687-003  
Sheet 2 of 2  
This instrument drawn by: Amy Sedlar  
Planning  
Environment  
Surveying  
Engineering  
Architecture

# CREEKSIDE ESTATES: DRAINAGE PLAN (NORTH)

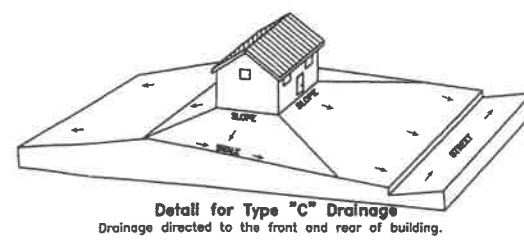
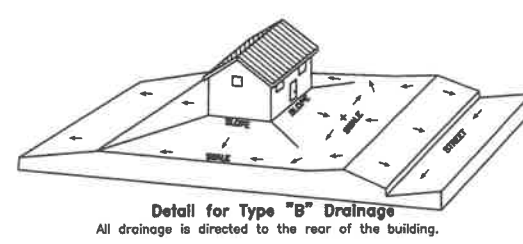
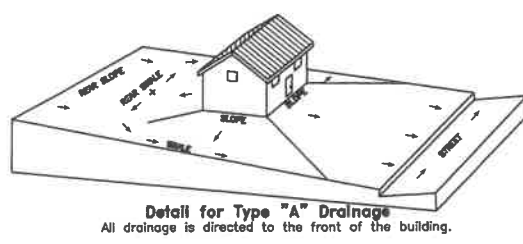


BENCHMARK DATA		
I.D.	DESCRIPTION:	ELEVATION:
1	SPIKE IN POWER POLE #84-21 (INT. WOODLAND DR. & SOUTH COOP ROAD)	802.98
2	PK NAIL IN POWER POLE #01-04 (300' WEST OF LOT 1, CREEKSIDE ESTATES SUBDIVISION)	797.61

- DRAINAGE PLAN NOTES**
- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL HAVE ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT WITHIN THE WORK IS DISCOVERED.
  - ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE HARRISON UTILITIES STANDARD SPECIFICATIONS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
  - THIS FINAL DRAINAGE PLAN INDICATES DRAINAGE ALONG LOT LINES, MAJOR DRAINAGE SWALES AND CONCEPTUAL DRAINAGE FOR EACH LOT. THE SITE PLANNER FOR EACH INDIVIDUAL HOME SITE SHOULD DESIGN DETAILED DRAINAGE FOR THE INTERIOR OF THE LOT BASED ON THIS INFORMATION. GRADE AT FOUNDATION ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING UPON ARCHITECTURE. THE SITE PLANNER SHOULD CONSULT AN ENGINEER TO DETERMINE GRADE AT FOUNDATION ELEVATION.
  - THE PROPOSED ELEVATIONS SHOWN ON THE DRAINAGE PLANS THAT ARE ADJACENT TO ADJUTING PROPERTIES MAY VARY FROM 5' TO 10' FROM THE PROPERTY CORNERS.
  - PER WI. ADMIN. CODE, COMM 21.12: THE FINISHED GRADE OF THE SOIL SHALL SLOPE AWAY FROM THE DWELLING AT A RATE OF AT LEAST 1/4-INCH PER FOOT FOR A MINIMUM DISTANCE OF 10 FEET, OR TO THE LOT LINE, WHICHEVER IS LESS.
  - THE LANDSCAPER SHALL UTILIZE THE PROPOSED ELEVATIONS. THE LANDSCAPER SHALL NOT GRADE UP TO ANY PEDESTAL OR ANY OTHER STRUCTURE TO DETERMINE ELEVATION.
  - THE CONTRACTOR AND/OR OWNER SHALL NOT PROCEED WITH CONSTRUCTION ACTIVITIES UNTIL APPROPRIATE PERMITS/APPROVALS ARE OBTAINED.
  - THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
  - THE CONTRACTOR SHALL CLEAN UP ALL EXCESS MATERIAL AND DEBRIS RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
  - CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.
  - LOTS WITH AN EXCESS FILL HEIGHT OF 3' SHALL BE STRIPPED OF TOPSOIL AND COMPACT EACH LAYER TO 95 PERCENT OF MAXIMUM DENSITY, OR MORE, BEFORE PLACING SUBSEQUENT LAYER.

DRAINAGE PLAN LEGEND			
	EXISTING CONTOUR		PROPOSED ELEVATION
	PROPOSED CONTOUR		PERTINENT DITCH OR SWALE ELEVATION
	STORM SEWER MAIN		EXISTING ELEVATION
	STORM MANHOLE		PROPOSED GROUND AT FOUNDATION
	2' x 3' PRECAST STORM INLET		DIRECTION OF DRAINAGE

TOPOGRAPHIC LEGEND			
	1" x 12" IRON PIPE SET		OVERHEAD POWER LINES
	1-1/4" x 36" REAR SET		UNDERGROUND ELECTRIC
	3/4" REAR SET		UNDERGROUND TELEPHONE
	1" IRON PIPE FOUND		UNDERGROUND FIBER OPTIC
	1-1/4" IRON PIPE FOUND		UNDERGROUND GAS
	2" IRON PIPE FOUND		UNDERGROUND CABLE TV
	2" IRON PIPE FOUND		EXIST. FENCE LINE
	4" IRON PIPE FOUND		SIGN
	GOVERNMENT CORNER		POWER POLE
	RESIDENTIAL TREE		CITY
	DECIDUOUS TREE		LIGHT POLE
	EXIST. WOODS LINE		TELEPHONE PEDESTAL
	WETLANDS		ELECTRIC PEDESTAL
	SOIL BORING		CABLE PEDESTAL
			EXIST. HYDRANT
			WATER VALVE
			WATER STOP BOX
			GAS VALVE
			EXIST. STORM MANHOLE
			STORM INLET
			YARD DRAIN
			EXIST. SANITARY MANHOLE
			EXIST. SIDEWALK SEWER
			EXIST. STORM SEWER
			EXIST. WATER MAIN
			EXIST. SPOT ELEVATION
			CONTOUR 1/4" ELEV.
			EXIST. TOP OF CURB ELEV.
			EXIST. FLOW LINE ELEV.
			FIRST FLOOR = EXIST.
			TOPSOIL DEPTH
			INFILTRATION SOIL BORING



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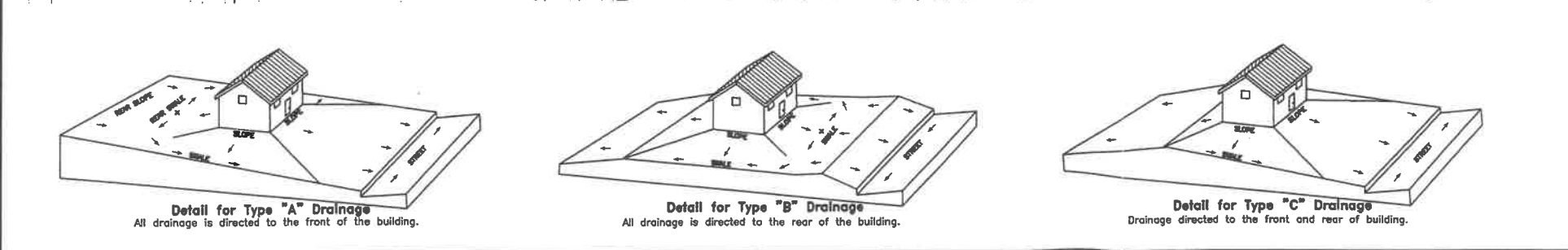
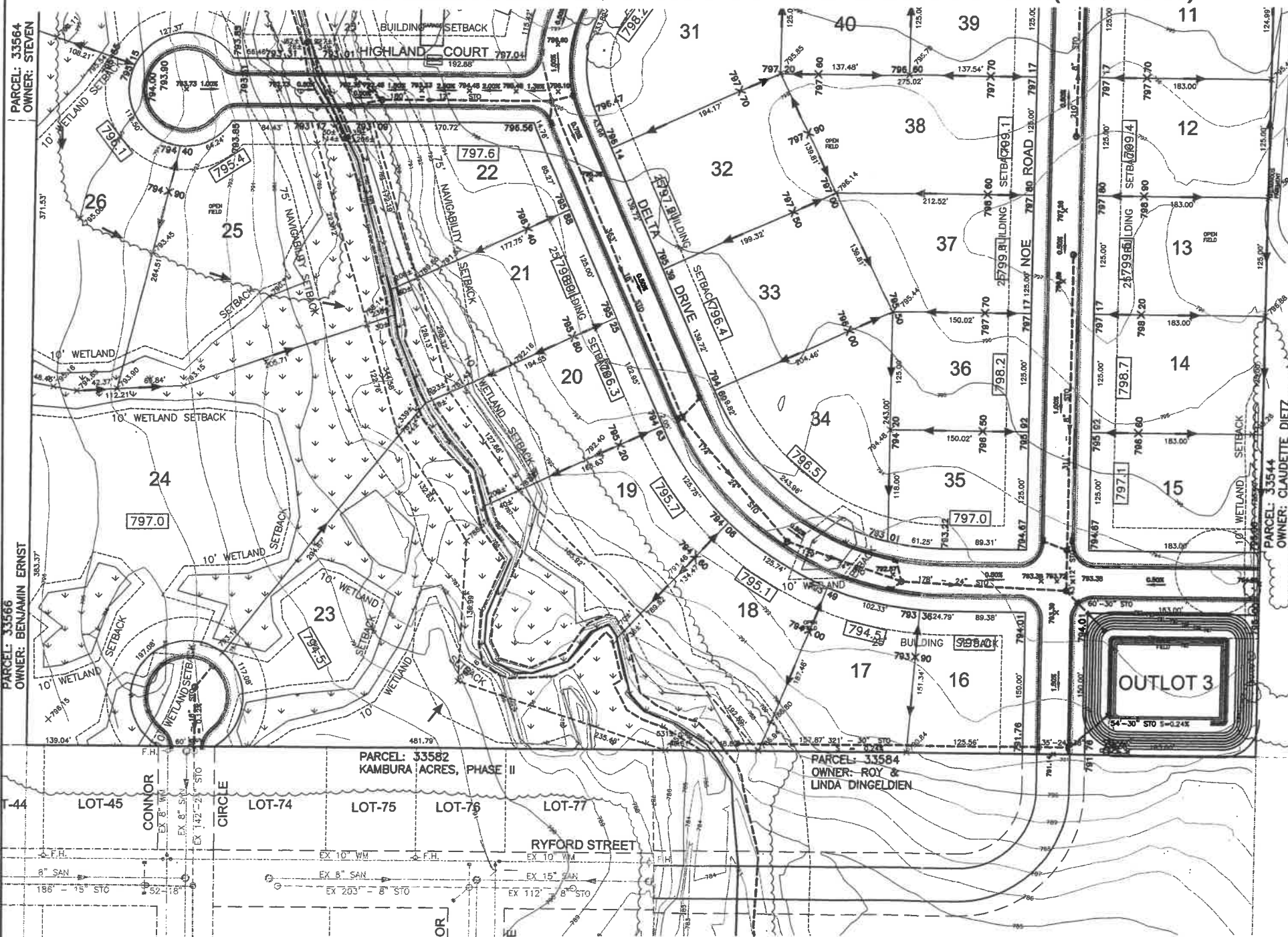
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920.731.0381 1.800.236.0381

**DRAINAGE PLAN (NORTH)**  
**CREEKSIDE ESTATES**  
VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	02-26-2019
COMPUTER FILE	
1-0687-003ds.dwg	
DRAWING NO.	
C2.1	

**NOT FOR CONSTRUCTION**

# CREEKSIDE ESTATES: DRAINAGE PLAN (SOUTH)



BENCHMARK DATA		
I.D.	DESCRIPTION:	ELEVATION:
1	SPIKE IN POWER POLE #84-21 (INT. WOODLAND DR. & SOUTH COOP ROAD)	802.98

- ### DRAINAGE PLAN NOTES
- THE LOCATION OF EXISTING UTILITY FACILITIES AS SHOWN ON THE PLAN ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL HAVE ALL FACILITIES LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT WITHIN THE WORK IS DISCOVERED.
  - ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE HARRISON UTILITIES STANDARD SPECIFICATIONS, ALONG WITH THE LATEST EDITION OF THE STATE OF WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
  - THIS FINAL DRAINAGE PLAN INDICATES DRAINAGE ALONG LOT LINES, MAJOR DRAINAGE SWALES AND CONCEPTUAL DRAINAGE FOR EACH LOT. THE SITE PLANNER FOR EACH INDIVIDUAL HOME SITE SHOULD DESIGN DETAILED DRAINAGE FOR THE INTERIOR OF THE LOT BASED ON THIS INFORMATION. GRADE AT FOUNDATION ELEVATIONS MAY VARY SIGNIFICANTLY DEPENDING UPON ARCHITECTURE. THE SITE PLANNER SHOULD CONSULT AN ENGINEER TO DETERMINE GRADE AT FOUNDATION ELEVATION.
  - THE PROPOSED ELEVATIONS SHOWN ON THE DRAINAGE PLANS THAT ARE ADJACENT TO ABUTTING PROPERTIES MAY VARY FROM 5' TO 10' FROM THE PROPERTY CORNERS.
  - PER WI. ADMIN. CODE, COMM 21.12: THE FINISHED GRADE OF THE SOIL SHALL SLOPE AWAY FROM THE DWELLING AT A RATE OF AT LEAST 1/4" PER FOOT FOR A MINIMUM DISTANCE OF 10 FEET, OR TO THE LOT LINE, WHICHEVER IS LESS.
  - THE LANDSCAPER SHALL UTILIZE THE PROPOSED ELEVATIONS. THE LANDSCAPER SHALL NOT GRADE UP TO ANY PEDESTAL OR ANY OTHER STRUCTURE TO DETERMINE ELEVATION.
  - THE CONTRACTOR AND/OR OWNER SHALL NOT PROCEED WITH CONSTRUCTION ACTIVITIES UNTIL APPROPRIATE PERMITS/APPROVALS ARE OBTAINED.
  - THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS FOR CONSTRUCTION.
  - THE CONTRACTOR SHALL CLEAN UP ALL EXCESS MATERIAL AND DEBRIS CAUSED AS A RESULT OF WORK UNDER THIS CONTRACT.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGE RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT.
  - CONTRACTOR SHALL DISPOSE OF NON-SUITABLE MATERIAL OFF-SITE.
  - LOTS WITH AN EXCESS FILL HEIGHT OF 3' SHALL BE STRIPPED OF TOPSOIL AND COMPACT EACH LAYER TO 95 PERCENT OF MAXIMUM DENSITY, OR MORE, BEFORE PLACING SUBSEQUENT LAYER.

### DRAINAGE PLAN LEGEND

	EXISTING CONTOUR		PROPOSED ELEVATION
	PROPOSED CONTOUR		PERTINENT DITCH OR SWALE ELEVATION
	STORM SEWER MAIN		EXISTING ELEVATION
	STORM MANHOLE		PROPOSED GROUND AT FOUNDATION
	2' x 3' PRECAST STORM INLET		DIRECTION OF DRAINAGE

### TOPOGRAPHIC LEGEND

	1" x 1/4" IRON PIPE SET		OVERHEAD POWER LINES		GAS VALVE
	1-1/4" x 30" REBAR SET		UNDERGROUND ELECTRIC		EXIST. STORM MANHOLE
	CHESSLED "X" SET		UNDERGROUND TELEPHONE		STORM INLET
	3/4" REBAR FOUND		UNDERGROUND FIBEROPTIC		YARD DRAIN
	1" IRON PIPE FOUND		UNDERGROUND GAS		EXIST. SANITARY MANHOLE
	1-1/4" REBAR FOUND		UNDERGROUND CABLE TV		EXIST. SANI. SEWER
	2" IRON PIPE FOUND		EXIST. FENCE LINE		EXIST. STI. SEWER
	CHESSLED "X" FOUND		EXIST. LIGHT POLE		EXIST. WATER MAIN
	CONCRETE CORNER		POWER POLE		EXIST. SPOT ELEVATION
	REDUCED AS		LIGHT POLE		CONTOUR W/ ELEVATION
	CONCRETE TREE		TELEPHONE PEDESTAL		EXIST. TOP OF CURB ELEV.
	DECIDUOUS TREE		ELECTRIC PEDESTAL		EXIST. FLOOR LINE ELEV.
	EXIST. WOODS LINE		CABLE PEDESTAL		1" = SOILD FIRST FLOOR = 000.00
	WETLANDS		EXIST. HYDRANT		TOPSOIL DEPTH
	SOL. BORING		WATER VALVE		INFILTRATION SOL. BORING
			WATER STOP BOX		

**NOT FOR CONSTRUCTION**

**Martenson & Eisele, Inc.**  
 Planning  
 1377 Midway Road  
 Menasha, WI 54952  
 www.martenson-eisele.com  
 info@martenson-eisele.com  
 920.731.0381 1.800.236.0381

**DRAINAGE PLAN (SOUTH)**  
**CREEKSIDE ESTATES**  
 VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

SCALE	DATE
BAR SCALE	02-26-2019
COMPUTER FILE	
1-0687-003da.dwg	

DRAWING NO.  
C2.2

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

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**Title:**

TID #1 Development Agreement - Gregorski

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**Issue:**

Should the Village Board approve the development agreement with Bob Gregorski for the former Lake Park Sportzone building?

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**Background and Additional Information:**

Bob Gregorski purchased the former Lake Park Sportzone in October 2018. Just prior to the purchase he approached staff regarding whether or not the development agreement (incentive) would continue. Staff stated that the agreement was with the Sportzone owners group and not the property. Gregorski requested staff approach the Board with a similar agreement and incentive package, which was \$100,000+interest to be paid with 50% of the tax increment generated. Gregorski is currently utilizing the facility as a sports facility; however, he contends that it is not a break even endeavor without the Village's incentive package. Especially concerning is the opening of the Court of Champions facility in Grand Chute later this year, with many basketball and volleyball clubs interested in moving to that location. In the future, Gregorski may attempt to change the use of the building to a light industrial use or religious use. A religious use may bring the property into a tax exempt status. Gregorski has stated that he is trying to utilize the building as a sports facility...refinishing the wood floors, cleaning the kitchen area, new carpeting with additional carpeting near the floors to reduce water/salt buildup, new TVs and bleachers, etc.

Staff presented a revised Agreement to Gregorski. The revised Agreement included language that Gregorski must payback all payments made to him if the property is conveyed to a tax exempt entity. It also changed the incentive amount from \$100,000 to \$81,000, to account for the payments already made to the previous owner. It stated that the payments will be based on any taxes paid after the date of the agreement, and the agreement outlines when the payments will be made based on when the taxes are paid. Gregorski approves of the language indicated in the attached agreement.

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**Budget Impacts:**

\$81,000+interest to be paid out of tax increment generated by the property.

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**Recommended Action:**

Staff recommends approval of the revised agreement based on previous Village Board discussion.

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**Attachments:**

- Revised Agreement

TAX INCREMENTAL FINANCING DISTRICT #1 (TID #1)  
GREGORSKI 22, LLC  
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, hereinafter referred to as "Agreement", is dated as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between GREGORSKI 22, LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer" and the VILLAGE OF HARRISON, a Wisconsin municipal corporation, hereinafter referred to as the "Village".

RECITALS

Developer and Village acknowledge the following:

- A. Developer has purchased real property located in the Village and identified on Exhibit A attached hereto, referred to as the "Property".
- B. Effective January 1, 2013, the Village created Tax Increment District #1 (TID #1) pursuant to Section 66.1105, Wis. Stats. And approved a plan for the development of TID #1, also known as the TID #1 Project Plan. The Property is located entirely within the boundaries of TID #1.
- C. Subject to Developer receiving the financial assistance set forth herein, Developer intends to develop the Property as an indoor sports facility (the "Project") that will increase its value and provide other tangible benefits to the surrounding area and to the Village as a whole. The Project is consistent with the TID #1 Project Plan.
- D. The Village desires to encourage economic development, expand its tax base, and create new jobs within the Village and the TID #1. The Village finds that the development of the Property and the fulfillment, generally, of the terms and conditions of this Agreement are in the vital and best interest of the Village and its residents and serve a public purpose.
- E. The Project would not occur without the use of Tax Increment Financing.
- F. The Village, pursuant to Village Board action dated \_\_\_\_\_, \_\_\_\_ has approved this Agreement and authorized the execution of the Agreement by the proper Village officers on the Village's behalf.
- G. The Developer has approved this Agreement and authorized the appropriate officers to execute this Agreement on the Developer's behalf.
- H. All terms that are capitalized but not defined in this Agreement and that are defined under Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.



## AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

### ARTICLE I DEVELOPER OBLIGATIONS AND WARRANTIES

- A. Developer agrees to operate the Project under the conditions of approval as part of the Conditional Use Permit for the Project, identified as Exhibit C, attached hereto.
- B. Developer warrants and represents to the Village that, but for the assistance to be provided by the Village under Article II, herein, Developer would not be able to proceed with the Project.
- C. Developer warrants and represents to the Village that any future additions will utilize the same, or similar, materials and colors and aesthetic design as the current building and shall be approved by the Village.
- D. Developer agrees that any outside storage of materials, equipment, trailers, storage pods, or other similar items shall appear neat in appearance or be screened from public view.
- E. Developer agrees to remove all structures and items associated with the outdoor laser tag area on the south side of the building.

### ARTICLE II VILLAGE OBLIGATIONS

- A. Village shall cooperate with Developer throughout the development of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable Village ordinances.
- B. Subject to all of the terms, covenants and conditions of this Agreement, and applicable provisions of law, and as an inducement by the Village to Developer to carry out the Project, the Village will provide cash grants (as defined below) to Developer solely from future Tax Increments to assist with and reimburse the Developer's Development and Acquisition Costs (hereinafter the cash grants shall be contributions to the Developers capital and shall be referred to as the "Village Contribution"). The Village Contribution shall not exceed Eighty-One Thousand Three Hundred Twenty-One Dollars (\$81,321) plus interest, herein referred to as "Maximum Village Contribution", at the rate set in Paragraph C, from the date that the Developer notifies the Village that the Project is operating until the Village Contribution is paid. Development Costs shall include costs for the construction or purchase of improvements including infrastructure improvements, environmental remediation costs, demolition, interior remodeling or other capital improvements, and the clearing, grading and development of the Project. Project Costs shall not include any payments for leasing, or reimbursement, for any projects not located within the Property.

- C. As the sole source for payment of the Village Contribution, the Village agrees to pay Tax Increments allocable to the Property to Developer annually until the Expiration Date, herein defined, on the following terms: until Developer has been paid the Maximum Village Contribution, the Village shall pay fifty (50%) of any positive Tax Increment actually received and attributable to the Property to the Developer, and the Village shall retain for other TID #1 expenses the remaining fifty percent (50%). The Expiration Date shall be the earliest to occur of: (i) the date on which the Maximum Village Contribution has been paid; or (ii) January 1, 2032. Interest rate payments shall be limited to the rate the Developer obtains for financing on the Project (currently prime minus .50 or 4.75%), or seven percent (7%), whichever is less. The Village Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the Village and not a general obligation. Payments under this Agreement shall be due in annual installments on April 1 of each year for the previous year's Tax Increment, beginning on April 1 of the calendar year following the first tax year in which there is a positive Tax Increment and continuing on each April 1 thereafter until the Expiration Date. If ad valorem property taxes are paid in installments, payments under this Agreement may also be paid in installments. Payments made on April 1 will be based on ad valorem property taxes received by January 31. Payments made on October 1 will be based on ad valorem property taxes received between February 1 and July 31. Payments under this Agreement shall be made solely from Tax Increments attributable to the Property actually received by the Village. In no event shall the Village's payment to Developer exceed the total amount of Tax Increments generated by the Property.
- D. Developer hereby acknowledges that, as a result of the special and limited nature of the Village's obligation to pay the Village's Contribution, Developer's recovery of the Maximum Village Contribution is not guaranteed and depends on factors including, but not limited to, future mill rates, changes in the assessed value of the Property, the failure of the Property to generate the Tax Increments at the rate expected, reduction in Tax Increments caused by revenue-sharing, changes in Tax Increment Law, and other factors beyond the Village's and/or Developer's control.
- E. Village's payment of each installment of the Village Contribution is conditioned upon the following:
1. The Village's Planner annually determining that the Developer is proceeding with the Project and operating the Project.
  2. The Property use is as an indoor sports facility, and related uses. Conversion of the Property under Article IV of this Agreement nullifies any future payments.

### ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

- A. Throughout the life of the TID #1, Developer will pay (or cause to be paid) all ad valorem property taxes properly assessed against the Property within the boundaries of the TID #1 on which the Project is located before such taxes become delinquent. The

foregoing shall not prohibit Developer from contesting, in good faith, the assessed value of the Property.

- B. In the event that the Property on which the Project is located within the TID #1 become exempt from ad valorem property taxes during the life of the TID #1, then the Developer shall repay to the Village any and all Village Contributions that have been paid to the Developer under Article II B and C above. If the Developer conveys the Property, or any portion of the Property, to any party (related or unrelated), the terms of such sale shall impose as a covenant upon all successor owners of the property the foregoing obligation for repayment of any Village Contribution during the life of TID #1. The Village shall be a beneficiary of such covenant and entitled to enforce same against the successor owners.

#### ARTICLE IV FUTURE USE OF PROPERTY

- A. The Village acknowledges that the Developer intends to convert the building to another use, and or redevelop the vacant land to the South of the existing building, if the Project (indoor sports facility) does not produce positive cash flow after the first year of operation.
- B. Such future use of the building and or the land to the South will be as permitted by the Village Zoning Ordinance in effect, or as agreed to by the Village and Developer as part of Planned Development Overlay zoning.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year as stated herein.

**GREGORSKI 22, LLC**

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF CALUMET     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , to me known to be the persons who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Comm. Exp. \_\_\_\_\_

**VILLAGE OF HARRISON**

Adopted by the Village Board of the Village of Harrison this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Kevin Hietpas, Village President

Attest: \_\_\_\_\_  
Jennifer Weyenberg, Village Clerk

## EXHIBIT A: Property Legal Description

Lot 1 Certified Survey Map No. 2130 as recorded in Volume 15 of Maps on Page 203 as Document No. 282258 located in the Southwest 1/4 of the Northwest 1/4 of Section 16, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, except the following lands used for roadway purposes being described as follows:

Commencing at the West 1/4 corner of said Section 16; Thence  $N00^{\circ}36'55''E$ , 1317.08 feet (recorded as  $N00^{\circ}24'50''W$ , 1317.08 feet) along the West line of said Northwest 1/4 to the North line of said Southwest 1/4 of the Northwest 1/4; Thence  $S89^{\circ}46'59''E$  (recorded as  $N89^{\circ}11'15''E$ ), 49.50 feet along said North line to the Northwest corner of Lot One (1) of said Certified Survey Map No. 2130 and the point of beginning; Thence continuing  $S89^{\circ}46'59''E$  (recorded as  $N89^{\circ}11'15''E$ ), 608.52 feet along said North line to the Northeast corner of said Lot One (1); Thence  $S00^{\circ}34'24''W$  (recorded as  $S00^{\circ}27'24''E$ ), 40.00 feet along the East line of said Lot One (1); Thence  $N89^{\circ}46'59''W$ , 533.43 feet; Thence  $S37^{\circ}13'06''W$ , 125.21 feet to the East right-of-way line of Lake Park Road (C.T.H. LP); Thence  $N00^{\circ}25'20''E$  (recorded as  $N00^{\circ}36'13''W$ ), 140.00 feet along said East line to the point of beginning.

## EXHIBIT B: TID #1 Legal Description

All of Lot 1 Certified Survey Map No. 1875 recorded in Volume 13 of Survey Maps on Page 210 as Document No. 255350, Located in the Southeast 1/4 of the Southwest 1/4 of Section 9, and all Lot 1 Certified Survey Map No. 1915 recorded in Volume 13 of Survey Maps on Page 341 as Document No. 259090, Lot 1 Certified Survey Map No. 1988 recorded in Volume 14 of Survey Maps on Page 153 as Document No. 266766, Lot 1 Certified Survey Map No. 2130 recorded in Volume 15 of Survey Maps on Page 203 as Document No. 282258, and all of Lot 1 and a part of Lot 2 Certified Survey Map No. 2258 recorded in Volume 16 of Survey Maps on Page 305 as Document No. 299973, and all of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4, and Part of the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 16, all in Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 144.729 acres and described as follows:

Commencing at the West 1/4 corner of said Section 16; Thence N00°36'55"E, 307.22 feet along the West line of the Southwest 1/4 of the Northwest 1/4 to the Point of Beginning; Thence continue N00°36'55"E, 2326.95 feet along the West line of the Northwest 1/4 to the Northwest corner of said Section 16; Thence N00°38'30"E, 33.00 feet along the West line of the Southwest 1/4 of said Section 9 to the North right-of-way line of Woodland Road; Thence S89°44'02"E, 1313.97 feet along said North right-of-way line to the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 9 and the Southwest corner of Lot 1 of said Certified Survey Map No. 1875; Thence N00°28'24"E, 1283.18 feet along the East line of Oakwood Estates to the Northeast corner of Lot 52, Oakwood Estates and along the West line of said Lot 1 to the Northwest corner thereof; Thence S89°44'48"E, 332.84 feet along the North line of the of the Southeast 1/4 of the Southwest 1/4 of said Section 9 and the North line of said Lot 1 to the Northeast corner thereof; Thence S00°32'42"W, 1283.26 feet along the East line of said Lot 1 to the Southeast corner thereof and the North right-of-way line of Woodland Road; Thence S89°44'02"E, 982.82 feet along said North right-of-way line to the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 9; Thence S00°28'35"W, 33.00 feet along said East line to the South 1/4 corner of said Section 9; Thence S00°26'37"W, 1314.80 feet along the East line of the Northeast 1/4 of the Northwest 1/4 of said Section 16 to the Southeast corner thereof; Thence N89°47'04"W, 357.21 feet along the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 16 to the Northeast corner of Parcel B Document No. 416261 Calumet County Registry; Thence S03°39'22"W, 239.41 feet along the East line of said Parcel B; Thence S22°09'03"W, 219.97 feet along the East line of said Parcel B; Thence S04°56'21"W, 222.51 feet along the East line of said Parcel B; Thence S15°08'44"W, 165.37 feet along the East line of said Parcel B to the Northeast corner of Lot 1 of Certified Survey Map No. 2258; Thence S00°16'53"W, 251.31 feet along the East line of Lot 1 of Certified Survey Map No. 2258 to the Southeast corner thereof and the North right-of-way line of U.S.H. "10" and S.T.H. "114"; Thence N89°44'24"W, 142.17 feet along said North right-of-way line of U.S.H. "10" and S.T.H. "114"; Thence N81°53'09"W, 70.02 feet along said North right-of-way line of U.S.H. "10" and S.T.H. "114"; Thence N89°43'05"W, 630.61 feet along said North right-of-way line of U.S.H. "10" and S.T.H. "114"; Thence N85°33'39"W, 300.73 feet along said North right-of-way line; Thence N89°45'22"W, 200.00 feet along said North right-of-way line; Thence S83°24'15"W, 124.52 feet along said North right-of-way line to the Southwest corner of Lot 2 of Certified Survey Map No. 2258; Thence continue S83°24'15"W, 228.15 feet along said North right-of-way line; Thence N89°45'22"W, 346.74 feet along said North right-of-way line; Thence N48°24'31"W, 113.53 feet along said North right-of-way line to the point of beginning.

EXHIBIT C: Conditional Use Permit



W5298 HWY 114 • MENASHA, WI 54952  
TOWN HALL: 920-989-1062 • TOWN GARAGE: 920-989-1139  
FAX: 920-989-1077  
WWW.TOWNOFHARRISON.ORG

August 14, 2013

Jeff Pistone  
Lake Park Sportz Zone  
3316 S. Solitude Lane  
Appleton, WI 54915

RE: Village Board Decision Letter – CUP – Lake Park Sportz Zone

Dear Mr. Pistone:

This letter is to inform you that on August 13, 2013 the Village Board approved your Conditional Use Permit (CUP) with the following conditions:

1. All necessary permits shall be obtained, including but not limited to, site plan review; zoning; building; and erosion control & stormwater management.
2. All exterior lighting shall be direct cut-off fixtures to minimize light trespass onto adjacent properties.
3. Hours of operation shall be as listed in the business plan, (October – April = Mon-Fri 4pm – 10pm; Sat & Sun 10am – 10pm; Tournaments 8am – 10pm | May – September = Mon-Wed 10am – 10pm; Thur-Sun 10am – 11pm; Tournaments 8am – 10pm). Alternate hours may be approved by the Village of Harrison.
4. Landscaping and screening along the east property line shall be utilized as a buffer for the residential lands to the east.
5. Landscaping along the south property line shall be utilized to help screen the south building elevation.
6. All parking areas shall be paved.
7. No outside storage of any equipment, materials, or products shall be allowed.
8. All signage, building and freestanding, shall be reviewed and approved by the Plan Commission.

If you have any questions, please contact me at 920.989.1062 or email me at [mmommaerts@townofharrison.org](mailto:mmommaerts@townofharrison.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Mark J. Mommaerts". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark J. Mommaerts, AICP  
Planner

cc: Jeremy Wesener, Hoffman

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Planner

**Meeting Date:**

April 30, 2019

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**Title:**

Policy for future subdivision development agreements

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**Issue:**

Should the Village Board adopt options for development agreements as part of a residential subdivision approval process?

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**Background and Additional Information:**

In 2016, the Village Board adopted a policy related to subdivision improvement financing. One option was for the developer to fully fund the subdivision improvements. The other option was for the Village to construct the subdivision improvements then assess the costs back to the subdivision lot owners.

As the Village sees more and more subdivisions with a larger range of developer experience, it is important to have a consistent approach to how subdivisions are constructed. Having standard development agreements that the developer and Village have the option of utilizing will make it easier for developers up front.

The draft agreements are similar, the main differences are that the Village assessment approach requires the roadways to sit for a freeze/thaw cycle before the concrete streets and sidewalks are installed, during this time no lot sales will occur. Once all the improvements are installed, then the Village will approve the final plat and issue permits. Assessments are to be collected either during lot sales, permits, or by the first tax bill after platting (due to lag in tax bills, this may be a year or two after platting, e.g. a lot in a plat recorded in May 2019 will not have taxes due until January 2021).

The developer escrow approach allows a final plat and permits before the concrete streets are installed. In this scenario, the developer will construct the streets to a gravel base and install a temporary asphalt binder. The roadways will sit for 2-3 years and then the concrete streets and sidewalks will be installed. During this 2-3 years, building may commence on the lots. The developer would be required to submit a financial guarantee to cover the concrete street and sidewalk costs.

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**Budget Impacts:**

None



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**Recommended Action:**

Staff recommends the Village Board develop standard residential subdivision development agreement options in order to be more consistent with how subdivisions are constructed.

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**Attachments:**

- Subdivision Improvement Policy (approved October 2016)
- Development Agreement – Village Assess Option
- Development Agreement – Developer Escrow Option



## VILLAGE OF HARRISON SUBDIVISION IMPROVEMENTS POLICY

### INTRODUCTION:

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

### SUBDIVISION IMPROVEMENT POLICY:

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

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

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

**CONCLUSION:**

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

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

By: James Salm  
James Salm, Village President

Attest: Jennifer Weyenberg  
Jennifer Weyenberg, Village Clerk

**SUBDIVISION DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter called "Subdivider", and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called "Village".

WHEREAS, Subdivider is the owner of approximately \_\_\_\_\_-acres of land in the Village, said land being referred to as "\_\_\_\_\_" described as:

*Legal Description*

WHEREAS, Subdivider desires to subdivide and develop said lands;

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

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

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

WHEREAS, the developer/subdivider assures the Village and shall on the plat acknowledge:

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

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

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

## SECTION 1 – IMPROVEMENTS

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

**A. ROADS AND STREETS      The Subdivider and Village hereby agrees:**

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

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

*All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, and gravel base shall be inspected by the Subdivider's engineer, in accordance with this Section, with weekly reports provided to the Village.*

*Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads in a "graveled state". Acceptance of a gravel road may only occur after the subgrade, and gravel has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village.*

*The gravelled road shall sit for one (1) freeze/thaw cycle, after which, the Village will construct the concrete streets, curb & gutter, sidewalks/trails, and final restoration and place a special assessment on the benefiting lots. All costs for construction of the curb and gutter, the concrete paving, and sidewalks and/or trails shall be equally assessed to all lots within the subdivision. The Subdivider, prior to approval of the final plat, shall agree to a waiver of special assessment over all the lots. Payment of the special assessment for curb and gutter, the concrete paving, and sidewalk/ trails shall be paid in full at the earliest of the following events:*

- 1) as part of a land sale,*
- 2) prior to any building and/or zoning permits,*
- 3) as part of the first installment of the tax bill.*

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

~~No For new utility or street construction shall occur between November 15th and May 1st, there will be an additional warranty period of three years beginning from the time the road is accepted by the Village. Such warranty shall apply to all improvements in case of failure. Such warranty shall be in the form of a Performance Bond, Letter of Credit or Cash Escrow in an amount sufficient, as approved by the Public Works Department and/or Village engineer, to repair defects in the roadway. Repair of such defects shall be determined by the Public Works Department.~~

The schedule for construction shall be as follows:

<b>Name of Subdivision Timeframe</b>		
<b>Event</b>	<b>Timing</b>	<b>Completed</b>
Preliminary Plat Submittal	<i>Prior to January (Base Year)</i>	
Preliminary Plat Approval	<i>Within 90-days of PP Submittal (Base Year)</i>	
Waiver of Special Assessment	<i>Within 90-days of PP Submittal (Base Year)</i>	
Pre-Construction Meeting	<i>March or April (Base Year)</i>	
Stormwater Management Facility	<i>Summer (Base Year)</i>	
Sanitary, Water, and Storm Sewers & Laterals	<i>Summer (Base Year)</i>	
Storm Sewer Main Televising	<i>Summer (Base Year)</i>	
Grade & Gravel	<i>Summer (Base Year)</i>	
Utilities (Gas, Electric, Phone, Cable, etc.)	<i>Summer (Base Year)</i>	
Terraces	<i>Summer (Base Year)</i>	
Street Light(s) Installed	<i>Summer (Base Year)</i>	
Silt Fence at ROW	<i>September (Base Year)</i>	
Lien Waivers	<i>September (Base Year)</i>	
Final Grading/Drainage Plan (benchmarks on all hydrant tag bolts)	<i>September (Base Year)</i>	
Record Drawings	<i>September (Base Year)</i>	
Gravel Road Acceptance	<i>No later than October (Base Year)</i>	
Village Design & Bid Concrete Street Plans	<i>November/December (Base Year)</i>	
Concrete Integral Curb & Gutter	<i>Spring (Base Year +1)</i>	
7" Concrete Pavement	<i>Spring (Base Year +1)</i>	
Sidewalks/Trails	<i>Spring (Base Year +1)</i>	
Final Terrace Restoration	<i>Spring (Base Year +1)</i>	
Final Plat Submittal	<i>May (Base Year +1)</i>	
Special Assessments Approved	<i>June (Base Year +1)</i>	
Payment in Lieu of Parkland	<i>June (Base Year +1)</i>	
Final Plat Approval	<i>June (Base Year +1)</i>	
Special Assessments Due (no later than)	<i>January 31 (Base Year +2) or 3</i>	

**B. CURB AND GUTTER The Village hereby agrees:**

- To furnish, construct and install curb and gutter in accordance with the plat, plans, specifications and drawings attached hereto as Exhibit "A" and to complete said installation as set forth in the schedule above with such costs to be equally assessed to all lots within the subdivision.

**C. SIDEWALKS The Village hereby agrees:**

1. To furnish, construct, install, and provide five (5') foot wide concrete sidewalks in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above with such costs to be equally assessed to all lots within the subdivision. Sidewalks are to be constructed on both sides of the street.

**D. TRAILS** The Subdivider and Village hereby agrees:

1. The Subdivider will furnish, construct, install and provide subgrade and gravel base for a ten (10') foot wide asphalt trail in accordance with the plat, plans, Harrison specifications, and drawings and to complete said installation as set forth in the schedule above.
2. The Village will furnish, construct, install and provide pavement for a ten (10') foot wide asphalt trail in accordance with the plat, plans, Harrison specifications, and drawings and to complete said installation as set forth in the schedule above with such costs to be equally assessed to all lots within the subdivision.

**E. SANITARY SEWER** The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete sewerage systems throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of Harrison Utilities* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate sanitary sewer laterals six (6') feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
3. The sanitary sewer system will not be accepted until the sanitary sewers have been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as *Harrison Utilities* and the Village's engineer.

**F. WATER** The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of Harrison Utilities* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate water laterals six (6') feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
3. The water distribution system will not be accepted until the water distribution system has been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by *Harrison Utilities* and the Village's engineer.

**G. SURFACE WATER DRAINAGE** The Subdivider hereby agrees:

1. The Subdivider agrees to pay a stormwater “buy-in” fee of \$ \_\_\_\_\_ per acre, for a total of \$ \_\_\_\_\_, for total suspended solids (TSS) stormwater treatment in the Lakeview Regional Pond.
2. The Subdivider agrees to furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and, where applicable, the Garners Creek Storm Water Utility and the Village of Harrison Storm Water regulations.
3. The Subdivider agrees that all stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by the Subdivider’s engineer, with all reports provided to the Village, before acceptance by the Village.
4. The Subdivider agrees to install separate storm sewer laterals six (6’) feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
5. The Subdivider agrees that the Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village’s specifications and the Subdivider’s plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

**H. EROSION CONTROL      The Subdivider hereby agrees:**

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

**I. GRADING      The Subdivider hereby agrees:**

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

**J. LANDSCAPING RESTORATION      The Subdivider hereby agrees:**

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundations sites,



private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.
4. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.

**K. INSPECTIONS** The Subdivider hereby agrees:

1. To provide an inspector on-site for the purposes of inspecting the improvements to ensure compliance with the Standard Specifications Manual for the Village of Harrison.
2. To pay for all costs associated with the inspection of improvements within the subdivision development.
3. To provide written reports weekly of all activities occurring with regards to the improvements and to provide any other information that is reasonably requested by the Village.

**L. PAYMENT IN LIEU OF PARKLAND** The Subdivider hereby agrees:

1. To pay the Village a fee in lieu of parkland dedication in an amount equal to \$\_\_\_\_\_ prior to the Village signing the Final Plat. Fee in lieu of parkland is based on the following assumptions in the park impact fee and public needs assessment document: \$25,000 per acre of parkland, 6.65-acres of parkland per 1,000 residents, and 2.88 persons per household ( $\$25,000 * 6.65 / 1,000 * 2.88 =$  per lot fee). There are \_\_\_\_\_ -lots in \_\_\_\_\_ subdivision. Payment is due prior to approval of the final plat.

**M. STREET LIGHTS** The Subdivider hereby agrees:

1. To furnish, construct, install and provide street lights at the intersections of \_\_\_\_\_ / \_\_\_\_\_. Such streets lights are to be LED lights mounted on a black, smooth fiberglass pole approved by the Village. If conditions warrant, installation on an existing pole may be approved by the Village.

**N. LANDSCAPE BERMS** The Subdivider hereby agrees:

1. To furnish, construct, and provide a four-foot tall landscaping berm within the 30-foot Landscape & Drainage Easement with plantings on the berm. To provide topsoil, seed, fertilizer and mulch for the berm in order to provide permanent growth of grass. Such berm is to be constructed by \_\_\_\_\_.

## SECTION II – MISCELLANEOUS REQUIREMENTS

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

### **SECTION III – PUBLIC IMPROVEMENT GUARANTEE**

- A. The Village will not sign off on the Final Plat until the terms of the agreement are met.
- B. The Subdivider shall furnish, construct, install, stake, inspect and test all improvements. The improvements shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.
- C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years from the date the Village accepts the improvements and shall pay for any damages resulting therefrom to Village property. **Letter of Credit or Performance Bond???** What amount to be held...20%, 50%, 100% project costs???

### **SECTION IV – BUILDING & ZONING PERMITS**

- A. The Village will not allow building permits or zoning permits to be issued to any person in said subdivision until all improvements required herein have been dedicated to and accepted by the Village, including the construction of concrete streets, curb & gutter, and sidewalks. The Village will perform no repair, maintenance or snow plowing upon said improvements until full acceptance of the roadways by the Village.
- B. Building permits and zoning permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and

verification by the Village that the provisions of this Agreement have been complied with.

- C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose and assess any cost back to the benefitting properties.
- D. Further, in the event that during the construction of the improvements specified herein, it is determined by the Public Works Department, or Village's Engineer, that the Subdivider and/or its subcontractors installing said improvements have created a situation that is hazardous to the public and requires guarding improvement or repair, the Village may access the Subdivider's property for the purpose of making said repairs and any costs associated with the maintenance of roadways, filling of holes, removal of obstructions or other necessary work may be charged against the cash escrow or irrevocable letter of credit. The Public Works Department shall make an effort to notify the Subdivider of the situation. The Public Works Department and the Engineer in their judgment may determine the necessity of the repairs are urgent in nature and complete those repairs without notice to the Subdivider.

#### **SECTION V – AMENDMENTS**

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

*The rest of this page left blank intentionally.*

**SUBDIVIDER**

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Subdivider Name**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF CALUMET )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument.

\_\_\_\_\_

Notary Public-State of Wisconsin  
My Comm. Exp. \_\_\_\_\_

**VILLAGE OF HARRISON**

Adopted by the Village Board of the Village of Harrison this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VILLAGE OF HARRISON**

By: \_\_\_\_\_  
Kevin Hietpas, Village President

Attest: \_\_\_\_\_  
Jennifer Weyenberg, Village Clerk

EXHIBIT A

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

Draft 4-30-19

EXHIBIT B

*Engineer's Cost Estimate for Improvements.*

Draft 4-30-19

EXHIBIT C

*Financial Guarantee.*

Draft 4-30-19

*EXHIBIT D*

*Waiver of Special Assessment.*

Draft 4-30-19



## SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereinafter called "Subdivider", and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called "Village".

WHEREAS, Subdivider is the owner of approximately \_\_\_\_\_ -acres of land in the Village, said land being referred to as "\_\_\_\_\_" described as:

### *Legal Description*

WHEREAS, Subdivider desires to subdivide and develop said lands;

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

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

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

WHEREAS, the developer/subdivider assures the Village and shall on the plat acknowledge:

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

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

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

## SECTION 1 – IMPROVEMENTS

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

### A. ROADS AND STREETS      The Subdivider and Village hereby agrees:

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

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

*All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, gravel base, and 1½" temporary asphalt binder shall be inspected by the Subdivider's engineer, in accordance with this Section, with weekly reports provided to the Village.*

*Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads in a "graveled state". Acceptance of a gravel road may only occur after the subgrade, gravel, and 1½" temporary asphalt binder has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village. Such 1½" temporary asphalt binder shall extend full-width of gravel base. Once approved, the roads will sit for a period not more than three (3) years after acceptance by the Village Board.*

*Upon completion of the specified time period, the curb and gutter, concrete paving, and sidewalks/trails shall be installed. Once the developer's engineer has certified that the Village of Harrison standards have been met, the Village Board will review the engineer's certification and take action respectively, to accept the listed roads in a finished state.*

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

For new utility or street construction between November 15th and May 1st, there will be an additional warranty period of three years beginning from the time the road is accepted by the Village. Such warranty shall apply to all improvements in case of failure. Such warranty shall be in the form of a Performance Bond, Letter of Credit or Cash Escrow in an amount sufficient, as approved by the Public Works Department and/or Village engineer, to repair defects in the roadway. Repair of such defects shall be determined by the Public Works Department.

The schedule for construction shall be as follows:

<b>Name of Subdivision Timeframe</b>		
<b>Event</b>	<b>Timing</b>	<b>Completed</b>
Preliminary Plat Submittal	<i>(Base Year)</i>	
Preliminary Plat Approval	<i>Within 90-days of PP Submittal (Base Year)</i>	
Waiver of Special Assessment	<i>Within 90-days of PP Submittal (Base Year)</i>	
Pre-Construction Meeting	<i>(Base Year)</i>	
Stormwater Management Facility	<i>(Base Year)</i>	
Sanitary, Water, and Storm Sewers & Laterals	<i>(Base Year)</i>	
Storm Sewer Main Televising	<i>(Base Year)</i>	
Grade & Gravel	<i>(Base Year)</i>	
Utilities (Gas, Electric, Phone, Cable, etc.)	<i>(Base Year)</i>	
1½" Temporary Asphalt Binder	<i>(Base Year)</i>	
Terraces	<i>(Base Year)</i>	
Street Light(s) Installed	<i>(Base Year)</i>	
Silt Fence at ROW	<i>(Base Year)</i>	
Lien Waivers	<i>(Base Year)</i>	
Final Grading/Drainage Plan (benchmarks on all hydrant tag bolts)	<i>(Base Year)</i>	
Record Drawings	<i>(Base Year)</i>	
Gravel Road Acceptance	<i>No later than October (Base Year)</i>	
Final Plat Submittal		
Special Assessments Approved		
Payment in Lieu of Parkland		
Final Plat Approval		
Concrete Integral Curb & Gutter	<i>(Base Year +2-3)</i>	
7" Concrete Pavement	<i>(Base Year +2-3)</i>	
Sidewalks/Trails	<i>(Base Year +2-3)</i>	
Final Terrace Restoration	<i>(Base Year +2-3)</i>	

**B. CURB AND GUTTER** The Subdivider hereby agrees:

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

**C. SIDEWALKS** The Subdivider hereby agrees:

1. To furnish, construct, install, and provide five (5') foot wide concrete sidewalks in accordance with the plat, plans, specifications and drawings and to complete said installation as set forth in the schedule above. Sidewalks are to be constructed on both sides of the street.

**D. TRAILS** The Subdivider hereby agrees:

1. The Subdivider will furnish, construct, install and provide subgrade, gravel base, and asphalt paving for a ten (10') foot wide asphalt trail in accordance with the plat, plans, Harrison specifications, and drawings and to complete said installation as set forth in the schedule above.

**E. SANITARY SEWER** The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete sewerage systems throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of Harrison Utilities* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate sanitary sewer laterals six (6') feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
3. The sanitary sewer system will not be accepted until the sanitary sewers have been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as *Harrison Utilities* and the Village's engineer.

**F. WATER** The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete water distribution system throughout the entire subdivision, all in accordance with the plat, plans, specifications and drawings *as per the requirements of Harrison Utilities* and the Standards Specifications Manual for the Village of Harrison.
2. To install separate water laterals six (6') feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
3. The water distribution system will not be accepted until the water distribution system has been installed and tested in accordance with *Harrison Utilities* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by *Harrison Utilities* and the Village's engineer.

**G. SURFACE WATER DRAINAGE** The Subdivider hereby agrees:

1. The Subdivider agrees to pay a stormwater "buy-in" fee of \$ \_\_\_\_\_ per acre, for a total of \$ \_\_\_\_\_, for total suspended solids (TSS) stormwater treatment in the Lakeview Regional Pond.
2. The Subdivider agrees to furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and, where applicable, the Garners Creek Storm Water Utility and the Village of Harrison Storm Water regulations.
3. The Subdivider agrees that all stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated

pipng systems shall be inspected by the Subdivider's engineer, with all reports provided to the Village, before acceptance by the Village.

4. The Subdivider agrees to install separate storm sewer laterals six (6') feet into each lot within the subdivision in accordance with the Standards Specifications Manual for the Village of Harrison.
5. The Subdivider agrees that the Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

**H. EROSION CONTROL** The Subdivider hereby agrees:

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

**I. GRADING** The Subdivider hereby agrees:

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

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1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. To provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer and mulch for terrace areas in order to provide permanent growth of grass prior to acceptance of the street(s) in a graveled state.
4. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.

**K. INSPECTIONS** The **Subdivider** hereby agrees:

1. To provide an inspector on-site for the purposes of inspecting the improvements to ensure compliance with the Standard Specifications Manual for the Village of Harrison.
2. To pay for all costs associated with the inspection of improvements within the subdivision development.
3. To provide written reports weekly of all activities occurring with regards to the improvements and to provide any other information that is reasonably requested by the Village.

**L. PAYMENT IN LIEU OF PARKLAND** The **Subdivider** hereby agrees:

1. To pay the Village a fee in lieu of parkland dedication in an amount equal to \$ \_\_\_\_\_ prior to the Village signing the Final Plat. Fee in lieu of parkland is based on the following assumptions in the park impact fee and public needs assessment document: \$25,000 per acre of parkland, 6.65-acres of parkland per 1,000 residents, and 2.88 persons per household ( $\$25,000 * 6.65 / 1,000 * 2.88 =$  per lot fee). There are \_\_\_\_\_ -lots in \_\_\_\_\_ subdivision. Payment is due prior to approval of the final plat.

**M. STREET LIGHTS** The **Subdivider** hereby agrees:

1. To furnish, construct, install and provide street lights at the intersections of \_\_\_\_\_ / \_\_\_\_\_. Such streets lights are to be LED lights mounted on a black, smooth fiberglass pole approved by the Village. If conditions warrant, installation on an existing pole may be approved by the Village.

**N. LANDSCAPE BERMS** The **Subdivider** hereby agrees:

1. To furnish, construct, and provide a four-foot tall landscaping berm within the 30-foot Landscape & Drainage Easement with plantings on the berm. To provide topsoil, seed, fertilizer and mulch for the berm in order to provide permanent growth of grass. Such berm is to be constructed by \_\_\_\_\_.

**SECTION II – MISCELLANEOUS REQUIREMENTS**

- A. Survey Monuments. The Subdivider hereby agrees to properly place and install all survey or other monuments required by statute and ordinance.
- B. Grade. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner, the final signed plan set showing the finished grade at each lot corner, proposed grade around the foundation, top of foundation wall elevation, and benchmarks on all hydrant tag bolts.
- C. Plans. The Subdivider hereby agrees to furnish to the Village Engineer and/or Planner all plans and specifications identified in the Land Division Ordinance of the Village of Harrison.

- D. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.
- E. Record Drawings. The Subdivider agrees to provide the Village with grade sheets and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the standard specifications.
- F. Locations for Laterals or Other Improvements. If locates are necessary for any reason prior to final acceptance, the developer shall either provide adequate record drawings to the Village or the developer shall provide the field locates of utilities (such as laterals).

### SECTION III – PUBLIC IMPROVEMENT GUARANTEE

- A. The Village will not approve a final plat until such improvement is guaranteed as listed in A(1).
  - 1. The Subdivider shall provide an irrevocable letter of credit or cash escrow for an amount equal to the cost of furnishings, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs and shall be subject to final approval by the Village. (Improvements are described in this contract in Section I thereof) The improvements shall be guaranteed prior to the Village approving the final plat. Roads as listed/shown shall be graded and graveled and shall include the curb and gutter and asphalt paving of all roads.
 

That amount of the remaining improvements, **as provided by the developer's engineer**, is \$ \_\_\_\_\_

A detail of the estimated cost shall be attached as Exhibit "B".
- B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.
- C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of one year from the date of acceptance by the Village as herein provided and shall pay for any damages resulting therefrom to Village property.
- D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Road Superintendent and Village Engineer.
- E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled "Development Agreements".

#### **SECTION IV – BUILDING & ZONING PERMITS**

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

#### **SECTION V – AMENDMENTS**

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

*The rest of this page left blank intentionally.*



**SUBDIVIDER**

IN WITNESS WHEREOF, the Subdivider has caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Subdivider Name**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF CALUMET )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons who executed the foregoing instrument.

\_\_\_\_\_

Notary Public-State of Wisconsin  
My Comm. Exp. \_\_\_\_\_

**VILLAGE OF HARRISON**

Adopted by the Village Board of the Village of Harrison this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**VILLAGE OF HARRISON**

By: \_\_\_\_\_  
Kevin Hietpas, Village President

Attest: \_\_\_\_\_  
Jennifer Weyenberg, Village Clerk

EXHIBIT A

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

Draft 4-30-19

EXHIBIT B

*Engineer's Cost Estimate for Improvements.*

Draft 4-30-19

EXHIBIT C

*Financial Guarantee.*

Draft 4-30-19

*EXHIBIT D*

*Waiver of Special Assessment.*

Draft 4-30-19

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

---

**Title:**

Approve installation of lights at CTH LP and Manitowoc Rd. roundabout.

---

**Issue:**

Should the Village install streetlights at the CTH LP and Manitowoc Rd. roundabout?

---

**Background and Additional Information:**

Calumet County is upgrading CTH LP to an urban section and will be turning it over to the City of Menasha and the Village of Harrison. As part of the project, a roundabout will be constructed at Manitowoc Rd. and CTH LP. The roundabout will require lighting for safety. Since the roundabout is located in the Village of Harrison, it will be the Village's responsibility to pay for the lighting.

The attached contract authorizes WE Energies to install the lighting as needed at the roundabout.

---

**Budget/Financial Impact:**

\$49,922.62 for upfront charge and then monthly charges.

---

**Recommendation:**

Staff recommends approval of the contract with WE Energies for the installation of streetlighting at the CTH LP and Manitowoc Rd. roundabout.

---

**Attachments:**

Contact and specs.



**We Energies**  
 231 W. Michigan St.  
 Milwaukee, WI 53203  
 www.we-energies.com

March 1, 2019

Village of Harrison  
 W5298 State Road 114  
 Menasha, WI 54952

Subject: Work Request 4235248; Lighting at Lake Park Rd & Manitowoc Rd New Rotary

Dear Village of Harrison:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$49,922.62, and does not include site restoration. Net monthly charges will initially increase by \$121.77, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 920-380-3512. We look forward to working with you on your lighting project.

Sincerely,

Leah Wilson

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

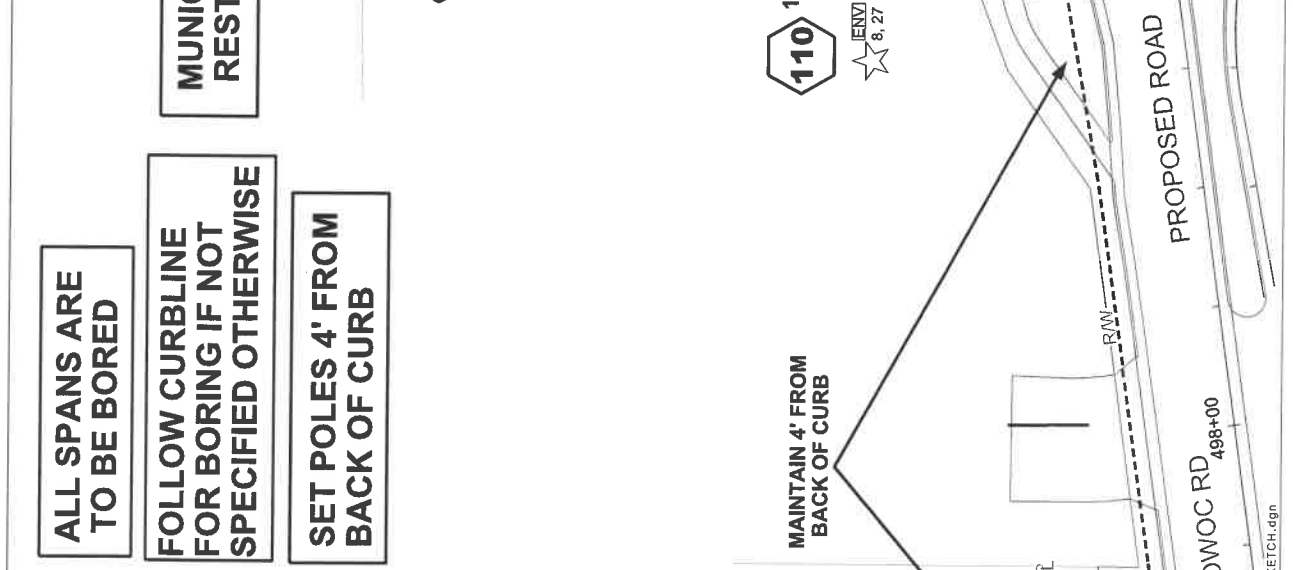
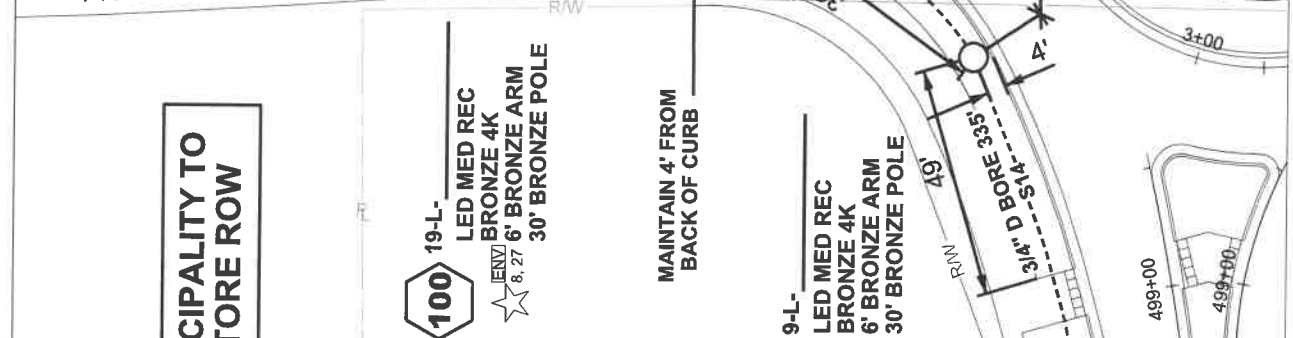
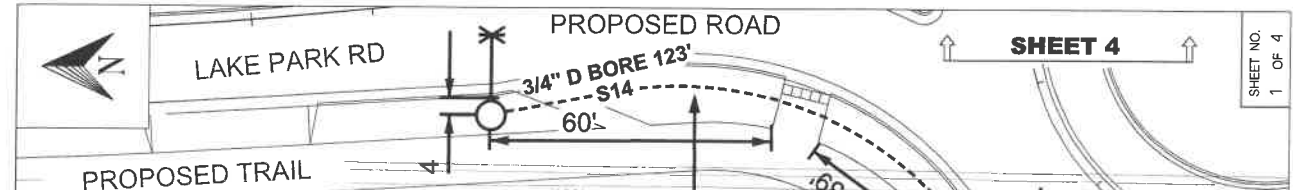
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Enclosures







**COMMON INFORMATION**

STAKING REQUIREMENTS:  SURVEYOR  STAKED  DESIGNER  NOT NEEDED  YES  NO

RESTORE PRIVATE PROPERTY:  WE ENERGIES  CUSTOMER

WORK IS APPROX. 35 FT. DIRECTION WEST OF CL OF LAKE PARK RD. NEAREST CROSS STREET (ALSO FOR GAS SERVICE FEES)

**ELECTRIC INFORMATION**

OPER MAP # 3888-8960-04 FEDERLINE # FLPK63 ABC  
 CATV JOINT USE # \_\_\_\_\_ TEL JOINT USE # \_\_\_\_\_

**PROPOSED GAS SERVICE INFORMATION**

MTR SIZE: \_\_\_\_\_ MTR TYPE: \_\_\_\_\_ PRES:  EFV  RELIGHT  
 SERV PIPE SIZE: \_\_\_\_\_ MATERIAL: \_\_\_\_\_ CORNER  CURB VLV  TE IN PIPING  
 MTR LOC: \_\_\_\_\_ FT. \_\_\_\_\_ OF \_\_\_\_\_  
 CONSTRUCTION TYPE: \_\_\_\_\_

PHONE # \_\_\_\_\_

ELEC WR 4235248  
 GAS WR \_\_\_\_\_

CITY/TOWN/VILLAGE: VILLAGE OF HARRISON  
 CUST/PROJ NAME: VILLAGE OF HARRISON  
 PROJECT LOCATION: CTHLP AT MANITOWOC RD

WORK DESCRIPTION: INSTALL NON STD LIGHTING FOR NEW ROTARY

PREPARED BY: ROB SHELL (IK)  
 E-MAIL: ROB.SHELL@WE-ENERGIES.COM  
 OFFICE #: 414-221-3897 CELL #: 414-550-2888  
 PAGER #: \_\_\_\_\_ IO #: 26/57  
 PROJECT ID: \_\_\_\_\_ CGS #: \_\_\_\_\_  
 DATE PREPARED: 2/06/2019 DATE REVISED: \_\_\_\_\_

RAILROAD PERMITTING/FLAGGING REQUIRED  YES  NO RR NAME \_\_\_\_\_

**JOB INFO:**

SECTION / TOWN / RANGE: NE 1/4 SEC08, T20N, R18E  
 SITE VISIT COMPLETED BY: NOT FIELD VERIFIED  
 JOB OWNER: LEAH WILSON 920-380-3512

**MAIN CONTRACTS**

CONTRACTOR/BUILDER:  
 PLUMBER/HVAC:  
 ELECTRICIAN:  
 CUSTOMER: TOWN OF HARRISON \_\_\_\_\_ DATE \_\_\_\_\_

2/15/2019 8:15:38 A.M. U:\Tara\@Work Management\Fo Valley Major Projects\4235248\4235248 SKETCH.dgn

**MUNICIPALITY TO RESTORE ROW**

**ALL SPANS ARE TO BE BORED**

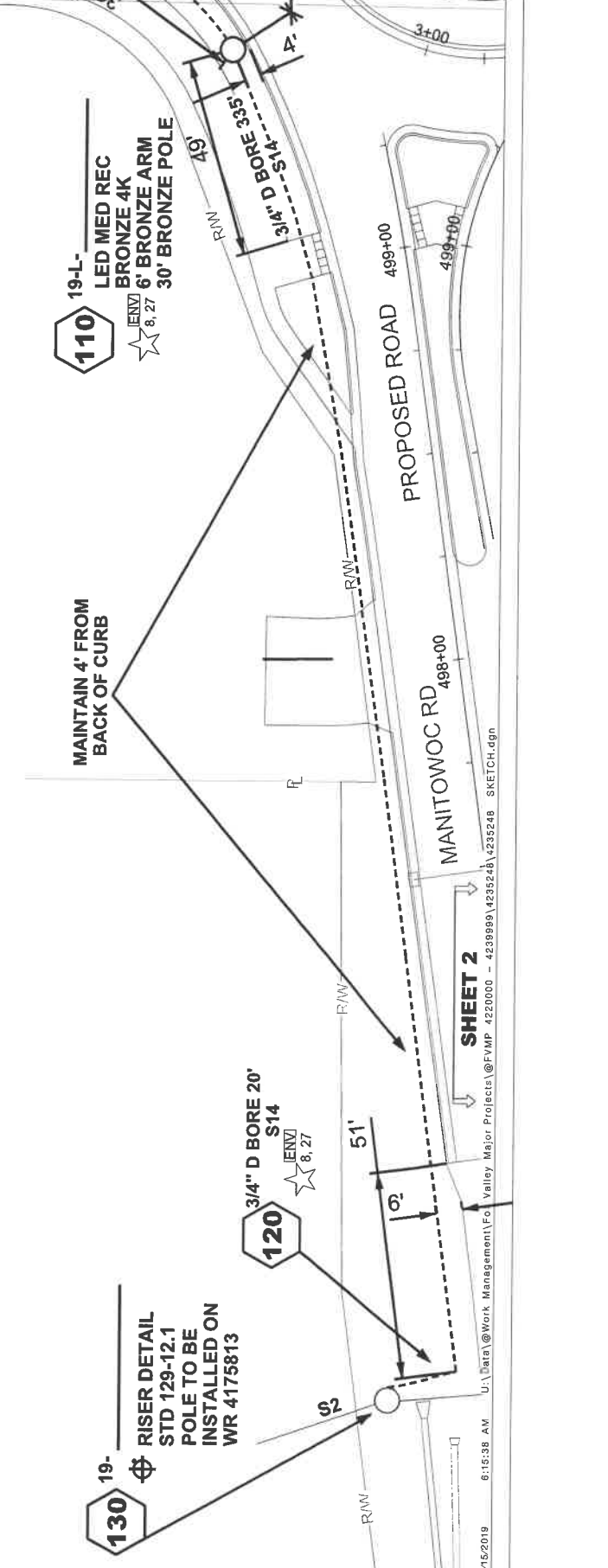
**FOLLOW CURBLINE FOR BORING IF NOT SPECIFIED OTHERWISE**

**SET POLES 4' FROM BACK OF CURB**

100 19-L- LED MED REC BRONZE 4K 6' BRONZE ARM 30" BRONZE POLE

110 19-L- LED MED REC BRONZE 4K 6' BRONZE ARM 30" BRONZE POLE

120 19-L- LED MED REC BRONZE 4K 6' BRONZE ARM 30" BRONZE POLE



SHEET 4

SHEET NO. 1 OF 4

SHEET 2

ELEC WR 4235248  
GAS WR



SHEET 1

160 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE

PROPOSED RD  
MANITOWOC RD

3/4" D BORE 205' S14

12" WATTLE

140 02-F-20571  
15C  
RISER DETAIL  
STD 129-12.1

150 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE

02-F-20572

MENASHA UTILITIES

170 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE

MAINTAIN 4' FROM  
BACK OF CURB

MUNICIPALITY TO  
RESTORE ROW

ALL SPANS ARE  
TO BE BORED

FOLLOW CURBLINE  
FOR BORING IF NOT  
SPECIFIED OTHERWISE

SET POLES 4' FROM  
BACK OF CURB

180 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE  
STA. 70+80, 35.00 LT

PROPOSED TRAIL

PROPOSED ROAD

LAKE PARK RD

MENASHA UTILITIES

12" WATTLE

SHEET 3

SHEET NO.  
2 OF 4



ELEC WR 4235248  
GAS WR

# SHEET 4



MANITOWOC RD

PROPOSED ROAD

501+00

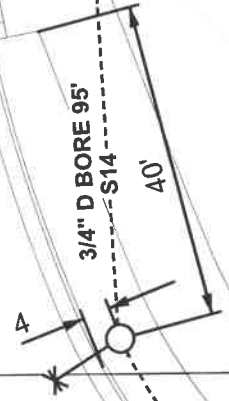
1+00

F7N S7

101

12-13121

200 19'-L' LED MED REC BRONZE 4K 6' BRONZE ARM 30' BRONZE POLE  
ENV 8, 27



MAINTAIN 4' FROM BACK OF CURB

PROPOSED ROAD

SHEET 2

210 19'-L' LED MED REC BRONZE 4K 6' BRONZE ARM 30' BRONZE POLE  
ENV 8, 27

RISER DETAIL 129-12.1  
★ ENV 8, 27 POLE TO BE INSTALLED ON WR 4175813

F7N4 95

03-15584

F7N4 174

F7N4 231

PROPOSED TRAIL

LAKE PARK RD

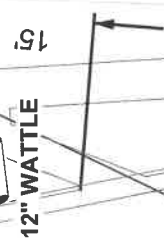
ALL SPANS ARE TO BE BORED

FOLLOW CURBLINE FOR BORING IF NOT SPECIFIED OTHERWISE

SET POLES 4' FROM BACK OF CURB

MUNICIPALITY TO RESTORE ROW

190 19'-L' LED MED REC BRONZE 4K 6' BRONZE ARM 30' BRONZE POLE  
ENV 8, 27



**W&E**

ELEC WR 4235248

GAS WR



**ALL SPANS ARE TO BE BORED**

**FOLLOW CURBLINE FOR BORING IF NOT SPECIFIED OTHERWISE**

**SET POLES 4' FROM BACK OF CURB**

**MUNICIPALITY TO RESTORE ROW**

PROPOSED SIDEWALK

LAKE PARK RD

PROPOSED ROAD

74+00

**220** 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE

**240** 3/4" D BORE 10'  
S14

**230** 19-L-  
LED MED REC  
BRONZE 4K  
6' BRONZE ARM  
30' BRONZE POLE

**250** 19-  
RISER DETAIL  
STD 129-12.1  
POLE TO BE  
INSTALLED ON  
WR 4175813

F7N 212

F7N 174

12" WATTLE

PROPOSED ROAD  
MANITOWOC RD

**SHEET 1**

6:15:39 AM U:\Data\Work\_Management\Fox Valley Major Projects\FVMP\_4220000 - 4239898\4235248\4235248 SKETCH.dgn

SHEET NO.  
4 OF 4

**WE ENERGIES - ELECTRIC OPERATIONS**

UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:  
 -LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.  
 -MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.  
 -THIS APPLIES TO GAS AND WATER MAINS.  
 -MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.  
 -MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.  
 -MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.  
 NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

**STANDARD WIRE KEY**

OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z	STATIC WIRE - SW 1/0AS for W, H and J; 2/0AS for R	NEUTRAL N 1-#2 ACSR N1 1-#1/0 ACSR N2 1-#3/0 ACSR N3 1-#4/0 AL N4 1-#336 ACSR N5 REMOVAL	SECONDARY - 1-PHASE S 60X S1 4/0 TXF S2 2 TX S3 1/0 TXR S4 3/0 TX S5 350 TXR S6 750 TXR S7 1/0 TXF S8 4/0 XFF S9 336 TXR S10 750 QXR S11 3 WIRE REMOVAL S12 3 WIRE MAIN S14 CBD6XC
Z 1 #2 ACSR	X22 1 #2 Cu 15KV	N 1-#2 ACSR	S 60X
Z1 1 #3/0 ACSR	X23 3 #2 Cu 15KV	N1 1-#1/0 ACSR	S1 4/0 TXF
Z2 3 #2 ACSR	Z14 3 #1 AL 25KV	N2 1-#3/0 ACSR	S2 2 TX
Z4 3 #1/0 ACSR	Z15 3 #500 AL 28KV	N3 1-#4/0 AL	S3 1/0 TXR
Z5 3 #3/0 ACSR	X16 1 #2 AL 15KV	N4 1-#336 ACSR	S4 3/0 TX
Z7 3 #336 ACSR	Z25 3 #2 Cu 25KV	N5 REMOVAL	S5 350 TXR
Z9 SPECIAL LIST ON SKETCH	X17 3 #2 AL 15KV	<u>GYING</u>	S6 750 TXR
Z10 1 WIRE REMOVAL	Z26 3 #500 Cu 15KV	G 1/4" ARM GUY	S7 1/0 TXF
Z11 2 WIRE REMOVAL	Z27 3 #500 Cu 28KV	G1 5/16" ARM GUY	S8 4/0 XFF
Z21 3 #750 AL 28KV	R19 3 #1/0 AL 35KV	G2 3/8" ARM GUY	S9 336 TXR
	R20 3 #750 AL 35KV	G3 5/16" POLE GUY	S10 750 QXR
	Z29 SPECIAL - LIST ON SKETCH	G4 3/8" POLE GUY	S11 3 WIRE REMOVAL
		G5 7/16" POLE GUY	S12 3 WIRE MAIN
		ON SKETCH	S14 CBD6XC

**EROSION CONTROL LEGEND**

**(ENW)** APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION

INLET PROTECTION, TYPE	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
STONE DITCH CHECK	
ROCK BAG	
MULCH	
SOIL STABILIZER, TYPE A	

EROSION MAT CLASS I, TYPE A	EROSION MAT CLASS I, TYPE B	EROSION MAT CLASS I, TYPE A URBAN	EROSION MAT CLASS I, TYPE B URBAN
EROSION MAT CLASS II	EROSION MAT CLASS III	VEGETATIVE BUFFER	TRACKING PAD
TIMBER MAT	SILT FENCE	TEMPORARY SEDIMENT BASIN	SURFACE WATER FLOW

**WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)**

**General**

- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.

**Erosion Control**

- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMP's shall meet or exceed the approved WDNR Storm Water Management Technical Standards ([http://dnr.wisconsin.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wisconsin.gov/topic/stormwater/standards/const_standards.html)). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
- Inspect installed erosion control BMP's at least one time per week and after 1/2" rain events; repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

**Contaminated Soils**

- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.

**Spills**

- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478.
  - Any quantity of oil is spilled into surface water;
  - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
  - Any oil spill containing greater than 500 ppm PCB;
  - Five gallons or more of oil spilled to the ground;
  - Any oil spill involving a police department, fire department, DNR, or concerned property owner.

**Notes 8 through 27 apply as noted at specific points within each work request:**

**Dewatering**

- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

**Wetlands**

- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
- All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
- If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
- Excavated soils cannot be stockpiled in wetlands.

**Waterways**

- All excess spoils shall be removed from wetlands and placed in a suitable upland location. Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
- Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
- No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
- Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

**Threatened and Endangered Species**

- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
- In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
- Exclusion fencing must be installed at the work area prior to March 15.
- A qualified biologist must be present when conducting work at this location.

**Invasive Species**

- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Right-of-Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

**Cultural and Historical Resources, cont.**

- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
- If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
- A qualified archaeologist,\* as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

**Frac-out Contingency Plan**

- A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
  - Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
  - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
  - A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.



**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30<sup>th</sup>, 2019

---

**Title:**

Approve cost share agreement with the Village of Sherwood for reconstruction of Kesler Rd. and State Park Rd.

---

**Issue:**

Should the Village enter into a cost share agreement with the Village of Sherwood for the reconstruction of Kesler Rd. and State Park Rd.?

---

**Background and Additional Information:**

Kesler Rd. and portions of State Park Rd. are boundary roads that are shared by both the Village of Harrison and the Village of Sherwood. At the last meeting, the Village Board approved the use of Sherwood's engineer to provide design and reconstruction costs for these roads.

The attached agreement sets forth the terms and conditions for the cost sharing of this project.

---

**Budget/Financial Impact:**

Undetermined as the engineer has not provided the Village with quotes for the costs of the reconstruction of the roads.

---

**Recommendation:**

Staff recommends approval of the agreement if the Village Board intends to reconstruct these roads.

---

**Attachments:**

Agreement.

---

# Cost Sharing Agreement Between the Village of Sherwood and the Village of Harrison

---

**Whereas**, State Park Road between Meilke Road and Jurek Court (approximately 2,300 lineal feet) needs repair and repaving; and,

**Whereas**, Kesler Road is often flooded and is in poor condition from County Highway 'M' to the easterly border of Sherwood (approximately 1,320 lineal feet) and needs improved flood control and road repair; and,

**Whereas**, the Village of Harrison has purchased enlarged culverts to be placed in the crossing of Kankapot Creek and Kesler Road to improve flow under the road to reduce flooding.

**Now Therefore Be It Resolved**, the Village of Sherwood and the Village of Harrison (the Villages) mutually agree to the following conditions and terms regarding said road projects.

1. The Villages agree to equally share in the payment for engineering services for the projects.
2. Sherwood agrees to reimburse Harrison for one half of the purchase price for the enlarged culverts.
3. The Villages must both approve the proposal for engineering services, construction bids, change orders and requests for payment.
4. The construction bid award shall be approved by each Village
5. Harrison's share will be approximately 45.4% and Sherwood's share will be approximately 54.6% of the construction cost for State Park Road. Final percentages will be determined by engineering measurements.
6. The Villages will equally share the costs for Kesler Road construction between County Road M and the east limit of the Village of Sherwood.
7. Cedar Corporation shall directly bill each Village for their proportionate share of the construction costs.

For Sherwood		For Harrison	
Signature		Signature	
Printed Name	Joyce Laux	Printed Name	
Title	Village President	Title	
Date		Date	

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**Date:** April 30<sup>th</sup>, 2019

**Title:**

Approve contract with PSI Intertek for geotechnical soil boring for Schmidt Rd. bridge project.

**Issue:**

Should the Village enter into a contract with PSI Intertek for geotechnical soil borings for Schmidt Rd. bridge?

**Background and Additional Information:**

The Village has been working on replacing the Schmidt Rd. bridge since 2018. As part of this project, the Village will need to obtain soil borings to determine the stability and composition of the soil around the bridge before replacing it.

The Village received three quotes for these services:

- |                                 |   |
|---------------------------------|---|
| 1. PSI Intertek                 | \$ 3,650.00 (includes two additional borings) |
| 2. ECS Midwest                  | \$ 4,750.00                                   |
| 3. American Engineering Testing | \$ 5,900.00                                   |

**Budget/Financial Impact:**

This item has been budgeted for.

**Recommendation:**

Staff recommends approval of the contract with PSI Intertek for geotechnical services.

**Attachments:**

Contract.



## Travis Parish

---

**From:** Lee Reibold <LReibold@mcmgrp.com>  
**Sent:** Wednesday, April 03, 2019 6:10 AM  
**To:** Travis Parish  
**Cc:** Jeff Funk  
**Subject:** Schmidt Road Geotech Services-soil borings  
**Attachments:** PSI Intertek-Schmidt Road Geotech Services Proposal.pdf; ECS-Schmidt Rd Reconstruction Geotech Proposal.pdf; AET geotech proposal - Harrison Schmidt Road.pdf

Morning Travis,

As we discussed yesterday, I have reviewed the proposals for geotechnical services for the Schmidt Road Reconstruction and Culvert Replacement Project. My recommendation is to award the geotechnical soil borings to PSI Intertek. Their price is \$1,400 less than ECS's proposal. All three (3) of the firms provide a similar level of detail required to complete the roadway and culvert replacement design. As we discussed, I will contact PSI today to discuss their schedule if the contract were awarded at your April 30<sup>th</sup> Board meeting. I am also going to request they extend the two (2) borings at the box culvert to 25-ft. The additional depth (10-ft per boring) will cost an additional \$300 per the rates specified in the agreement, making the total \$3,650.

Please let me know if you have any questions or comments.

I will have PSI Intertek send an updated proposal with the boring and fee change prior to your Board meeting. I will also have them update their proposal with completion dates based upon approval on April 30<sup>th</sup>.

Thank you,

**Lee R. Reibold, P.E.**  
ASSOCIATE/PROJECT ENGINEER



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McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
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920.427.6020 CELL

### Confidentiality Statement

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Professional Service Industries, Inc.  
3009 Vandebroek Road  
Kaukauna, Wisconsin 54130  
Phone: (920)-735-1200  
Fax: (920) -735-1840

Mr. Travis Parish  
Village of Harrison  
W5298 State Road 114  
Harrison, Wisconsin 54952

**Re: Proposal for Geotechnical Exploration**  
Proposed Schmidt Road Reconstruction  
Village of Harrison, Wisconsin

Dear Mr. Parish,

Thank you for giving Professional Service Industries, Inc. (PSI), an Intertek Company, this opportunity to propose our services. PSI is submitting this proposal to conduct a geotechnical exploration for the proposed Schmidt Road Reconstruction project in the Village of Harrison, Wisconsin. Presented below is a review of furnished project information, along with our proposed scope of services and fee information.

## **PROJECT UNDERSTANDING**

Based on the information provided, it is understood that the project will consist of the reconstruction of Schmidt Road in the Village of Harrison, Wisconsin. The project will consist of excavation of the existing roadway, placement of fill material, aggregate base and asphalt pavement, and the replacement of an existing box culvert. The project will begin approximately 4,700 feet east of the intersection with STH 55 and extend to the east for approximately 1,600 feet. Fills of up to about 4 feet and cuts of up to about 2 feet are planned to be necessary for the new roadway. The new box culvert will be approximately 18 by 50 feet in plan dimension and include 15 to 20-foot-long wing walls.

## **SCOPE OF SERVICES**

Per your request, PSI proposes to drill a total of ten (10) soil test borings to depths ranging from 10 to 15 feet below existing grade. More specifically, eight (8) soil test borings are planned to a depth of 10 feet for roadway reconstruction and two (2) soil test borings are planned to a depth of 15 feet for the new box culvert. In total, up to 110 linear feet of drilling is proposed. If areas of extended fill or other unsuitable soils are encountered during field exploration activities, boring depths may be extended until suitable subsurface soils are found. Where a significant alteration to the scope of work may be warranted, prior authorization from the client will be obtained. Traffic control will consist of signage. PSI understands no flagging personnel is required for this project and therefore, the costs for this service is not included in this proposal.





It is understood that the boring locations will be located in the field by PSI personnel.

The borings will be advanced to the depths referenced above, or to refusal, whichever is shallower. Rock coring is not included in the scope of this exploration; therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services (which will require an authorization for additional budget).

This proposal assumes that permits (and associated fees) for performance of work within the public Right-of-Way will be waived for the PSI work, and thus does not include costs associated with obtaining permits. If permitting is required, PSI must be notified by the client. PSI can provide a cost for obtaining such permits, if desired.

It is anticipated that the site is accessible with standard drilling equipment. Therefore, the soil boring will be performed with a truck-mounted drill rig utilizing continuous flight hollow stem auger to advance the boreholes. Representative soil samples will be obtained at 2½-foot intervals to 10 feet and 5-foot intervals thereafter. The samples will be secured by employing split-barrel sampling procedures in general accordance with ASTM D-1586. Soil samples will be visually classified by a soils engineer in general accordance with the Unified Soil Classification System. Borings greater than 10 feet will be backfilled with bentonite upon completion. However, once backfilled and surface patched, it is possible that the backfill within the borehole will settle when surface water or groundwater enters the hole, thus causing the surface patch to fail. PSI cannot be responsible for monitoring the condition of said boreholes; therefore, the condition of the boreholes should be monitored by the property owner once PSI has demobilized from the site. In addition, the soil cuttings generated from the soil borings will be left onsite. Typically, they are thin spread adjacent to the boring locations or within green spaces. We have not included any costs for offsite disposal of soil cuttings.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent up on the subsurface conditions encountered during the field exploration program, and may include testing selected samples to evaluate the soils' moisture content, plasticity, grain size, and relative strength characteristics.

## REPORT

At the conclusion of PSI's field and laboratory work, the data will be evaluated, and the results will be included in a geotechnical exploration report. The report will include the following:

- Soil boring logs containing descriptions of the soil and groundwater conditions at the test boring locations and boring location diagram;
- A summary of the laboratory test results;
- Evaluation of soil and groundwater conditions;
- Guidelines for subgrade preparation for the proposed box culvert and for the selection and placement of structural fill in these areas;
- Construction considerations relating to subgrade preparation, site drainage,



groundwater control, and excavations;

- Pavement subgrade design coefficients including AASHTO soil classification, design frost index, design group index, soil support value, and estimated subgrade modulus.

## **SPECIAL INSTRUCTIONS**

Communication of any available site development plans or previous geotechnical investigations to PSI is needed. Upon project start-up, PSI will contact your designated representative regarding this information about project scheduling.

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil test borings and surface patching is included.

PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. However, this service does not mark the locations of privately-owned utilities. PSI's proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization. The cost of private utility locating is not included in PSI's proposal. If PSI is asked to provide this service, an additional fee will apply.

## **SCHEDULE**

PSI is prepared to initiate work during the week of March 11, 2019 after receiving authorization to proceed. Based on favorable weather conditions, fieldwork for will be completed in approximately 1 to 2 days. The final report will be delivered by April 1, 2019.

## **FEES**

It is proposed that the fee for performance of the geotechnical scope of services be charged on a lump sum basis. For the base scope of services outlined above, the total fee for the geotechnical services will be \$3,350.00.

PSI's cost is based upon the site being readily accessible to PSI's truck-mounted drill rig as outlined above. If site conditions change, require the use of special equipment, an additional charge may apply. Any additional charges and options to access the site will be discussed with you prior to performance.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. This fee is based on adequate bearing materials being encountered with the proposed boring depths. Should conditions be encountered which require deepening borings or additional investigation, PSI will notify you to discuss modifying the outlined scope of work. Additional work beyond the lump sum fee will not be performed without your prior authorization.

## **AUTHORIZATION**

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached



General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return on copy of this proposal intact to PSI's office. PSI will proceed with the work upon receipt of authorization.

PSI appreciates the opportunity to offer our services to your project and look forward to working with you. Please call with any questions you may have, or if PSI can be of additional service.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

***Electronic Copy***

Patrick Bray  
Branch Manager

***Electronic Copy***

James M. Becco, P.E.  
Vice President

Attachments:      Proposal Acceptance  
                          General Conditions  
                          Estimate Worksheet  
                          Standard Fee Schedule



**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____	<b>DAY OF</b> _____	<b>, 2019.</b>
<b>BY (please print):</b> _____		
<b>TITLE:</b> _____		
<b>COMPANY:</b> _____		
<b>SIGNATURE:</b> _____		

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:
 

( ) Copies To: _____	( ) Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
( ) Copies To: _____	( ) Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
7. Invoicing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
 \_\_\_\_\_

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

---

**Date:** April 30th, 2019

**Title:**

Discuss proposed agreement for City of Menasha's delinquent fire protection charges and remedies.

**Issue:**

What are the remedies to collect the fire protection charges owed by the City of Menasha to Harrison Utilities?

---

**Background and Additional Information:**

Harrison Utilities, f/k/a Waverly Sanitary District, is required by the Public Service Commission under their tariff rate file to charge a fire protection charge to all municipalities serviced by Harrison Utilities. The normal procedure is for Harrison Utilities to send a letter to the municipalities certifying the fire protection charges to be placed on the tax rolls. This procedure was followed by Harrison Utilities and previously by the Waverly Sanitary District.

In September, I was contacted by the City of Menasha. They stated that they would not be putting the fire protection charges on their tax roll. The City of Menasha's portion of the fire protection charges is \$79,143.28. They stated that they have no agreement with Harrison Utilities requiring them to do so.

I then contacted the PSC to let them know about the letter we received from the City. The PSC stated that the City would still be responsible to pay the fire protection charges whether they place it on their tax rolls or not. If the City continued to refuse to pay the charges, then Harrison Utilities could file for a hearing in front of the PSC to get the City to pay the charges.

I then contacted the Village Attorney and explained the situation. We had a conference call with the City of Menasha's attorney explaining the situation and what the PSC had stated concerning the fire protection charges. The City Attorney and the Director of Administrative Services agreed to begin the process of collecting the charges and paying Harrison Utilities.

Since our phone conversation in 2018, Harrison Utilities still has not received the payment for the fire protection charges. Harrison Utilities has sent emails to the City of Menasha stating that no connections, extensions or hook-ups to Harrison Utilities sewer and water system will be allowed until the charges have been paid.

To resolve the issue, the City of Menasha has put together a proposed agreement that would require Harrison Utilities to collect the fire protection charges from their residents. In my conversations with the PSC this would not be allowed because Harrison Utilities cannot directly bill customers for the fire protection charges until a rate case review has been done. This process takes 6-8 months.

In order to resolve this issue, I believe that Harrison Utilities should file for a regulatory hearing in front of the Public Service Commission. I would also recommend that Harrison Utilities continue to not allow connections to their systems until they have been paid the fire protection charges owed to them by the City of Menasha.

---

**Budget/Financial Impact:**

Loss of \$ 79,143.28 if charges are not paid.

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**Recommendation:**

Staff recommends that Harrison Utilities not allow extensions, connections, stubs, or hookups to the Harrison Utilities sewer and water system by the City of Menasha or residents in the City of Menasha until the fire protection charges have been paid.

Staff also recommends that Harrison Utilities apply for a regulatory hearing in front of the Wisconsin Public Service Commission to resolve this issue.

---

**Attachments:**

Menasha's proposed Agreement.  
Atty. Rossmeyssl's letter to Menasha  
Portion of Harrison Utilities Rate File  
Fire Protection Certification to City of Menasha



VILLAGE OF HARRISON dba  
HARRISON UTILITIES  
and  
CITY OF MENASHA

---

This agreement is between the Village of Harrison dba Harrison Utilities (Harrison Utilities) and the City of Menasha (Menasha).

Formerly, Waverly Sanitary District, a town sanitary district, and currently, the Village of Harrison, by Harrison Utilities, is providing a water supply and sanitary sewer service to residents and businesses within the sewer service area set by East Central Regional Planning Commission, including locations within Menasha's municipal boundaries.

With the establishment of Harrison Utilities in 2017, the City of Menasha no longer has an agreement to collect fire protection fees, and Harrison Utilities is unable to include fire protection fees on its standard monthly billing to customers as it is required to file a rate case. It is working with the Wisconsin Public Service Commission for an order to do so and will be filing a rate case on or before June 1, 2019.

Harrison Utilities is requesting the City of Menasha to collect public fire protection fees charged by Harrison Utilities for all properties located within the sewer service area and the City of Menasha. This agreement applies only to the collection of fire protection fees charged by Harrison Utilities for the year 2018. The parties will work together to enter into a more permanent agreement respecting water and sanitary sewer service.

Menasha agrees to the collection of these fees as follows:

1. Menasha will send out bills on Harrison Utilities letterhead to each parcel located within the City of Menasha that is within the Harrison Utilities water service area.
2. Customers will be notified the fees are due payable to Harrison Utilities
3. Checks will be made payable to "Harrison Utilities."
4. Menasha will not collect cash or accept cash payments.
5. Harrison Utilities will accept cash or check payments.
6. If payments are not received by October 15, 2019, Harrison Utilities will notify Menasha of the delinquencies and Menasha will place the amount on the December 2019 tax bill of the property as a special charge.

This agreement expires on December 31, 2019

Executed this \_\_\_\_\_ day of May, 2019.

---

Village of Harrison by

---

City of Menasha by



800 N. Linnendale Dr.  
Appleton, WI 54914  
920.739.7366  
Fax: 920.739.6352

Green Bay  
920.468.7366

New London  
920.982.9652

Oshkosh  
920.385.0616

April 25, 2019

Pamela A. Captain  
City of Menasha, City Attorney  
140 Main Street  
Menasha, WI 54952-3151

RE: Harrison Fire Protection Charges and New Connections to Harrison Utilities

Dear Pam:

I was copied on Travis' email yesterday. Then, I received your email.

We appreciate the City's recent overture which – with some fine tuning – will hopefully result in a settlement between the utility and the City. As Travis mentioned, we've asked the PSC to review your proposal to make sure that it is legal and workable. We think the PSC may mandate a few changes. The currently-approved tariff authorizes the Village to bill the City and for the City to bill the customers. It does not allow the Village utility to direct bill the customer. So I don't know that the PSC will approve the portion of your proposal requiring bills to be sent on Village letterhead.

But, as I said, we are waiting for a response from the PSC and they will certainly tell us what we can and can't do.

I take strong exception to your implication that the Village should have filed a rate case already. I have good notes from our meetings in November and December and January. The Village threatened to file a declaratory judgment action under 227.41 which we understand would have forced the City to pay the Village.

Instead of filing a declaratory judgment action, the Village agreed to provide certain information to the City so the City could calculate the appropriate allocation of the fire service charge amongst its residents. Then, the City agreed to direct bill each resident (which the City is already authorized to do under the existing tariff with no rate case filed). If we stick with the terms that we already agreed to, no rate case is necessary.

The Village may, however, file a rate case to allow it to direct bill going forward. But that is unrelated to the present dispute.

Tiler J. CLARINGBOLE

John D. CLAYPOOL

Greg P. CURTIS

Richard T. ELROD

Paula A. HAMER

Charles J. HARTZHEIM

Kelly S. KELLY

Charles D. KOEHLER

Kevin LONERGAN

Robert B. LOOMIS

Andrew J. ROSSMEISSL

Kristen S. SCHEUERMAN

Michael S. SIDDALL

Kyle J. THELEN

OF COUNSEL

Don R. HERRLING

Roger W. CLARK

Finally, you asked me what the Village's legal authority is for not allowing extensions, stubs, and connections to the system until we have an agreement. I believe the statute is pretty clear on this point:

- 1) 66.0813(1) clarifies that a utility may serve beyond its borders but does not have to.
- 2) Under (3)(a), a municipality can decide what areas to serve beyond its borders, but a municipality cannot terminate service to an area that is already served.
- 3) Under (3)(b), a utility can enter into an agreement with another municipality to provide service to all or a part of that city.
- 4) The City's position is that the sanitary district and City had an agreement to serve certain territory but do not currently have such an agreement. The City used this argument when it decided not to place the fire protection charge on last year's tax bill.
- 5) Incidentally, we do not believe that the PSC shares the City's position. We understand that the PSC believes that any portion of the previous agreement that adopted the current tariff by reference is still binding on the parties.
- 6) The City's position (that no agreement exists) has consequences. If the City is taking the position that no agreement exists, then the Village has no obligation to serve any new territory outside of its boundaries that is not currently served.
- 7) Although your email states that the City simply wants to replace a main, we understand that the City proposes to put infrastructure in place to extend a main into a new subdivision in the Lotus Trail neighborhood and also extend a main in the Community Way neighborhood. This would absolutely be prohibited without an agreement by the Village.
- 8) As you know, the only entity that has the ability to bind the Village is the Village Board. Accordingly, any request for approval must be submitted to the Village Board even if the Village's engineer has approved proposals from an engineering or design perspective.

We believe that the PSC will approve any settlement agreement where the City direct bills the customers and passes those collections onto the Village. We do not believe a rate case will be necessary if we stick with that plan, but the PSC will surely weigh in on that point.

Understandably, you may want to add a provision to any such settlement agreement that will again allow future connections and extensions, and that is something that my clients would likely consider.

Page 3  
April 25, 2019

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Finally, I recognize that time is of the essence for everybody involved, and as soon as we get direction from the PSC, the Village will be prepared to enter into an agreement to approve your proposed connections and extensions. But until that time, the Village insists that any such work be delayed.

Very truly yours,



Andrew J. Rossmeissl  
*Direct Dial: (920) 882-3219*

AJR/smw

cc: Village of Harrison

**Public Service Commission of Wisconsin**

**Harrison Utilities**

**Public Fire Protection Service**

Public fire protection service includes the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fires within the service area. This service shall also include water used for testing equipment and training personnel. For all other purposes, the metered or other rates set forth, or as may be filed with the Public Service Commission, shall apply.

The annual charge for public fire protection service to the Village of Harrison shall be \$214,134. The utility may bill for this amount in equal monthly installments.

Harrison Utilities provides service to areas within the Town of Harrison, the City of Appleton and the City of Menasha. Each year Harrison Utilities shall charge the municipalities in manner similar to the method set forth in the Intergovernmental Cooperation Agreement. This method would essentially allocate the public fire-protection service charge among the communities on a prorata property value basis of the areas serviced by Harrison Utilities.

Billing: Same as Schedule Mg-1.



November 13, 2018

Ms. Debbie Galeazzi  
MENASHA CITY CLERK  
140 Main Street  
Menasha, WI 54952

**Re: Fire Protection Certification**

Dear Ms. Galeazzi:

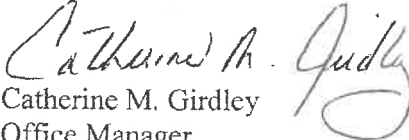
This letter is to certify that the sum of \$ 79,143.28 is to be levied against the residents of the City of Menasha who are serviced by Harrison Utilities.

The amount represents the fire protection charge, per the Public Service Commission, and reflects the the water mains and hydrants located in the City of Menasha, in the agreement area, and are serviced by Harrison Utilities.

The delinquent water/sewer bill certifications, if any, will be issued to you next week since our customers' payment deadline is November 15, 2018.

Any questions or concerns, please don't hesitate to contact me at the number listed below.

Sincerely,

  
Catherine M. Girdley  
Office Manager

cc: Travis Parish – Village of Harrison Manager

CITY OF MENASHA TAX ROLL CERT 2018

Account no	Customer name	Service address	Cust Customer city, state zip	Specification number	Past due ar	Plus percent	Total tax roll	Utility	TOTAL
1007200	BAGSTAD, BRYAN	2311 BITTERSWEET CT	2311 BIRMENASHA WI 54952	7-00712-01	356.49	35.65	392.14	SEWER	903.08
1007200	BAGSTAD, BRYAN	2311 BITTERSWEET CT	2311 BIRMENASHA WI 54952	7-00712-01	464.49	46.45	510.94	WATER	768.80
1015500	REINDERS, STEVEN W	1358 SOUTHFIELD DR	GUC 135 MENASHA WI 54952	7-00355-00	300.28	30.03	330.31	SEWER	968.97
1015500	REINDERS, STEVEN W	1358 SOUTHFIELD DR	GUC 135 MENASHA WI 54952	7-00355-00	398.63	39.86	438.49	WATER	968.97
1017900	ROWE, CARL R	1226 SOUTHFIELD DR	1226 SQ MENASHA WI 54952	7-00379-00	346.77	34.68	381.45	SEWER	232.28
1017900	ROWE, CARL R	1226 SOUTHFIELD DR	1226 SQ MENASHA WI 54952	7-00379-00	534.11	53.41	587.52	WATER	21.69
1018900	BUHL, JACQUELYN	1253 SOUTHFIELD DR	1253 SC MENASHA WI 54952	7-00389-00	96.68	9.67	106.35	SEWER	251.72
1018900	BUHL, JACQUELYN	1253 SOUTHFIELD DR	1253 SC MENASHA WI 54952	7-00389-00	114.48	11.45	125.93	WATER	924.53
1022901	PETERS, BRIAN	1306 FIELDVIEW DR	331 7TH NEENAH WI 54956	7-00419-00	8.88	0.89	9.77	SEWER	60.57
1022901	PETERS, BRIAN	1306 FIELDVIEW DR	331 7TH NEENAH WI 54956	7-00419-00	10.84	1.08	11.92	WATER	222.60
1034200	ADEBIVI, ADENIKE	1217 DEER HAVEN DR	1217 DI MENASHA WI 54952	7-00542-00	73.82	17.38	91.20	SEWER	583.67
1034200	ADEBIVI, ADENIKE	1217 DEER HAVEN DR	1217 DI MENASHA WI 54952	7-00542-00	136.84	23.68	160.52	WATER	744.13
1037200	AMDALL, ADAM	2008 NATURES WAY	32410 N WASHBURN WI 54891-4	7-00015-18	377.66	37.77	415.43	SEWER	167.98
1037200	AMDALL, ADAM	2008 NATURES WAY	32410 N WASHBURN WI 54891-4	7-00015-18	462.82	46.28	509.10	WATER	738.49
1038501	BURNETT, BREANNA	1021 DURHAM LN	831 CEP HOBART WI 54155	7-00015-31	23.53	2.35	25.88	SEWER	21.69
1038501	BURNETT, BREANNA	1021 DURHAM LN	831 CEP HOBART WI 54155	7-00015-31	31.54	3.15	34.69	WATER	60.57
1041200	PAZEWICZ, ROBERT	1133 GRASSMEADOW LN	1133 GI MENASHA WI 54952	7-00172-00	92.36	9.24	101.60	SEWER	222.60
1041200	PAZEWICZ, ROBERT	1133 GRASSMEADOW LN	1133 GI MENASHA WI 54952	7-00172-00	110.00	11.00	121.00	WATER	583.67
1042500	KAUTH, JASON & LAURA	2145 PRAIRIE VIEW CT	2145 PF MENASHA WI 54952	7-00185-00	236.19	23.62	259.81	SEWER	744.13
1042500	KAUTH, JASON & LAURA	2145 PRAIRIE VIEW CT	2145 PF MENASHA WI 54952	7-00185-00	294.42	29.44	323.86	WATER	326.28
1043300	THOMPSON, JEFFREY & LISA	2150 RIDGECREST LN	2150 RI MENASHA WI 54952	7-00193-00	132.60	13.26	145.86	SEWER	744.13
1043300	THOMPSON, JEFFREY & LISA	2150 RIDGECREST LN	2150 RI MENASHA WI 54952	7-00193-00	164.02	16.40	180.42	WATER	167.98
1083600	YANG, GEU	1200 BLUEGRASS LN	1200 BL MENASHA WI 54952	7-00900-36	386.26	38.63	424.89	WATER	744.13
1083600	YANG, GEU	1200 BLUEGRASS LN	1200 BL MENASHA WI 54952	7-00900-36	69.23	6.92	76.15	SEWER	167.98
1093000	PERRYMAN, AKEEM	1004 LUGANO ST	1004 LU MENASHA WI 54952	7-00815-30	83.48	8.35	91.83	WATER	2713.23
1093000	PERRYMAN, AKEEM	1004 LUGANO ST	1004 LU MENASHA WI 54952	7-00815-30	1092.20	109.22	1201.42	SEWER	489.35
1097000	LAMON, COLLEEN	1044 TAHOE CT	1044 T MENASHA WI 54952	7-00815-70	1374.37	137.44	1511.81	WATER	489.35
1097000	LAMON, COLLEEN	1044 TAHOE CT	1044 T MENASHA WI 54952	7-00815-70	201.86	20.19	222.05	SEWER	489.35
1185100	SHARMA, SANJIV	856 LOTUS TRAIL	856 L MENASHA WI 54952	7-01772-50	243.00	24.30	267.30	WATER	368.40
1185100	SHARMA, SANJIV	856 LOTUS TRAIL	856 L MENASHA WI 54952	7-01772-50	201.86	20.19	222.05	SEWER	688.35
1186500	PANZARELLA, ASHLEY	2927 CHRSTELLA DR	2927 C MENASHA WI 54952	7-01772-64	211.13	21.11	232.24	WATER	457.13
1186500	PANZARELLA, ASHLEY	2927 CHRSTELLA DR	2927 C MENASHA WI 54952	7-01772-64	260.92	26.09	287.01	SEWER	688.35
1207800	CONARD, MATTHEW	947 MISTFLOWER CIR	947 MI MENASHA WI 54952	7-00024-14	364.85	36.49	401.34	WATER	457.13
1207800	CONARD, MATTHEW	947 MISTFLOWER CIR	947 MI MENASHA WI 54952	7-00024-14	169.81	16.98	186.79	SEWER	457.13
1208600	TOBIN, MELODY	932 BERGAMONT CT	932 BE MENASHA WI 54952	7-00024-22	245.76	24.58	270.34	WATER	738.49
1208600	TOBIN, MELODY	932 BERGAMONT CT	932 BE MENASHA WI 54952	7-00024-22	297.42	29.74	327.16	SEWER	738.49
1304500	LEHMAN, JOSHUA & ELIZABE	1140 BIRLING DR	1140 BI MENASHA WI 54952	7-00810-45	297.42	29.74	327.16	SEWER	738.49
1304500	LEHMAN, JOSHUA & ELIZABE	1140 BIRLING DR	1140 BI MENASHA WI 54952	7-00810-45	373.94	37.39	411.33	WATER	738.49

(P11, 631.25)

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**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

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**Date:** April 30th, 2019

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**Title:**  
Farm Lease for Village Owned Property on CTH N

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**Issue:**  
Should the Village approve the farm lease for the Village owned property on CTH N?

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**Background and Additional Information:**

Last year, the Village has had a farm lease with Mr. Mader to maintain and cultivate the land owned by the Village located on CTH N. Mr. Mader is again interested in leasing the land to farm. He also farms the land directly to the south of this property.

The benefit to the Village of having this land farmed is that this will prevent weeds from growing up on the property and the Village will not have to spend money to maintain it.

Attached is the lease agreement with Mr. Mader from last year.

The Village Board will need to determine whether or not to lease it under the same conditions and price as last year.

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**Budget/Financial Impact:**

Revenue

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**Recommendation:**

Staff recommends leasing out the land on CTH N for farming.

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**Attachments:**

Previous Lease Agreement.



## FARM LEASE

**THIS INDENTURE** made and entered into this 27<sup>th</sup> day of March, 2018, by and between the Village of Harrison ("Lessor"), and Ken Mader ("Lessee").

### WITNESSETH:

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

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

Calumet County Tax ID No. 39144

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

**2. Term.** This lease shall be for a term of one year, commencing on April 1<sup>st</sup>, 2018 through April 1<sup>st</sup>, 2019. In the event that Lessor shall sell or otherwise need any portion of the property which is the subject of this lease during the term of said lease, then Lessor may, at its sole option, terminate and cancel this lease by giving a thirty (30) day notice to Lessee, who shall thereupon vacate the premises in accordance with the terms of such notice.

Lessee shall be permitted to enter upon the leased premises, after termination of the lease in accordance with this paragraph 2, to harvest any crops then currently

growing on said premises. After harvesting said crops, Lessee shall no longer have the right to enter said premises.

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

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

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

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

7. **Payment of Rent.** Rent shall be paid in one payment of four thousand one hundred and sixty dollars (\$4,160.00). Payment is due on or before November 1<sup>st</sup>, 2018.

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

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

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

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

**LESSOR:**

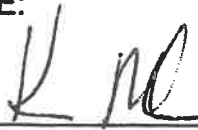
Village of Harrison



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Travis Parish, Village Manager

**LESSEE:**



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Ken Mader

# HARRISON MARCH 2019

HARRISON	841	824	825	826	820	829	832	833	834	835	836	837	839	840	TOTAL	MARCH	COMPLAINTS:		
HOURS WORKED	11.3	6	11.9	16.9	3.2	13.6	9	3	14.5	45.6	2.3	16.7	19.7	16	189.7	HOURS WORKED	DAMAGE	3	
DAILY MILES	111	58	144	205	20	152	98	24	184	387	28	218	283	202	2114	DAILY MILES	SUSPICIOUS VEHICLE	4	
COMPLAINT HRS	0.1	1	0.8	4.9	0.4	2.7	0.4		0.2	2.2		2.2	0.1	3.5	18.1	COMPLAINT HRS	ABANDONED VEHICLE	1	
FOLLOW UP HRS				0.4			0.3			0.2		0.3			1.2	FOLLOW UP HRS	FRAUD	2	
ACCIDENT INV HRS									0.8				4.2		5	ACCIDENT INV HRS	911 HANGUP	2	
ACC FOLLOW UP HRS															0	ACC FOLLOW UP HRS	RECKLESS DRIVER	1	
AGENCY ASSIST HRS	0.4									0.4					0.8	AGENCY ASSIST HRS	WELFARE	5	
SHERIFF COMPL. INV.	1	1	2	5		4	1		1	6		4	1	4	30	SHERIFF COMPL. INV.	CIVIL	1	
SHERIFF FOLLOW UP				1			1			1		1			4	SHERIFF FOLLOW UP	DOMESTIC	1	
SHERIFF ASSIST	1														1	SHERIFF ASSIST	PARKING	1	
REPORT ACCIDENT															0	REPORT ACCIDENT	ANIMAL	4	
NONREPORTABLE									2				2		4	NONREPORTABLE	SUSPICIOUS SITUATION	1	
ACCIDENT FOLLOW UP															0	ACCIDENT FOLLOW UP	THEFT	1	
ACCIDENT ASSIST															0	ACCIDENT ASSIST	ORDINANCE	1	
AGENCY ASSISTS	1					1	1			1					2	AGENCY ASSISTS	TRAFFIC	1	
CITIZEN ASSIST							1								2	CITIZEN ASSIST	DISTURBANCE	1	
MOTORIST ASSIST				1					2			1	1	1	6	MOTORIST ASSIST			
PROPERTY CHECKS			1												1	PROPERTY CHECKS	ARRESTS:		
ARRESTS															0	ARRESTS	OWI - 1ST	1	
WARRANT ATTEMPT															0	WARRANT ATTEMPT			
TRAFFIC CITS.			1			2				2			2		7	TRAFFIC CITS.	CITATIONS:		
ORD. CITS.															0	ORD. CITS.	OWI - 1ST	1	
JUV ALCOHOL CITS.															0	JUV ALCOHOL CITS.	FALTO STOP FOR SCHOOL BUS	1	
O. W. I. ARRESTS													1		1	O. W. I. ARRESTS	SPEED	3	
WRITTEN WARNINGS	1	1	1			3	3			5			2	1	17	WRITTEN WARNINGS	OPERATE AFTER SUSPENSION	1	
15 DAYS						2				2			2		6	15 DAYS	OPERATE W/O LICENSE	1	
PARKING CITS.															0	PARKING CITS.			
HOUSE ALARM									1						2	HOUSE ALARM			
BUSINESS ALARM															0	BUSINESS ALARM			
ALARM ASSIST															0	ALARM ASSIST	AGENCY ASSIST		
AMB. ASSIST		1	2		1	2						1			8	AMB. ASSIST	APD	1	
FIRE ASSIST															0	FIRE ASSIST	FOND DU LAC SHERIFF	1	

**Village of Harrison  
March-19 Zoning Permit Report**

	Current Year				Previous Year			
	Permits	YTD Permits	Estimated Value	YTD Estimate Value	Permits	YTD Permits	Estimated Value	YTD Estimate Value
<b>Residential</b>								
Single Family	2	10	\$ 680,000	\$ 3,030,000	2	10	\$ 450,000	\$ 2,543,630
Two Family (units)	0	0	\$ 0	\$ 0	0	0	\$ 0	\$ 0
Multi Family (units)	0	0	\$ 0	\$ 0	0	0	\$ 0	\$ 0
Additions	0	3	\$ 0	\$ 95,000	1	1	\$ 160,000	\$ 160,000
Acc. Structures	3	3	\$ 13,400	\$ 13,400	2	3	\$ 79,000	\$ 82,500
Miscellaneous	2	2	\$ 14,100	\$ 14,100	2	4	\$ 22,000	\$ 50,997
<b>Total Residential</b>	<b>7</b>	<b>18</b>	<b>\$ 707,500</b>	<b>\$ 3,152,500</b>	<b>7</b>	<b>18</b>	<b>\$ 711,000</b>	<b>\$ 2,837,127</b>
<b>Com./Ind.</b>								
New	0	2	\$ 0	\$ 5,400,000	0	0	\$ 0	\$ 0
Additions	0	0	\$ 0	\$ 0	0	0	\$ 0	\$ 0
Acc. Structures	0	0	\$ 0	\$ 0	0	0	\$ 0	\$ 0
Miscellaneous	0	0	\$ 0	\$ 0	0	1	\$ 0	\$ 2,100
<b>Total Com./Ind.</b>	<b>0</b>	<b>2</b>	<b>\$ 0</b>	<b>\$ 5,400,000</b>	<b>0</b>	<b>1</b>	<b>\$ 0</b>	<b>\$ 2,100</b>
<b>Combined Total</b>	<b>7</b>	<b>20</b>	<b>\$ 707,500</b>	<b>\$ 8,552,500</b>	<b>7</b>	<b>19</b>	<b>\$ 711,000</b>	<b>\$ 2,839,227</b>

Number of Vacant Lots Remaining 166



# Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



## ACTIVITY REPORT FOR MARCH 2019

1. Harrison Fire Rescue responded to 29 calls in March. There were 3 calls for the firefighters to respond to, including an auto accident mutual aid call to Hollandtown. Our Emergency Medical Responders (EMR's) responded to 25 calls for assistance. There was also a dispatch and cancel before our member arrived. HFR has responded to 102 calls so far in 2019. (See attached list for this month's runs) This is the same number of calls through the end of March last year.
2. On Monday March 4<sup>th</sup>, member had their first drill night of the month. Members met at Station 60 and training was led by our EMS team. The training was "What Firefighters need to know on an EMS scene". This was a good opportunity to continue working as a single entity and continued to build our team.
3. On Monday March 11<sup>th</sup>, the EMS team got together and had their monthly meeting and training. Members reviewed the training with the firefighters and continued the discussion about joint response protocols. Calls were reviewed. Members were informed that new EMR Jeff Roerhig would be joining the team as well as FF Jeremy Gackenheimer will be getting trained as an EMR. Both began responding in February.
4. Monday, March 18<sup>th</sup> was the second drill night for Harrison Fire Rescue. Appleton Fire Department joined HFR at Fire Station 70 for a review of Hazardous Materials responses. HFR members reviewed and practiced using our detection meters as well as set up a decontamination line that would be used on the scene of a HAZMAT incident.
5. On Tuesday March 26<sup>th</sup>, six members of the Harrison Fire Rescue Truck Committee traveled to Osceola, WI to pick up the new Fire Engine. Members were picked up at Appleton International Airport and flown to Osceola. The new truck was inspected and Custom Fire Apparatus, Inc. was informed of any blemishes or minor changes that needed to be made in order for Harrison Fire Rescue to accept delivery of the truck. Four members of the committee were flown home and two remained behind to drive the truck home on Wednesday, March 27<sup>th</sup>.

# Harrison Fire Rescue

Menasha, WI

This report was generated on 4/12/2019 1:07:10 PM



## Incident Type and Street Name for Date Range

Incident Status: All | Start Date: 03/01/2019 | End Date: 03/31/2019

Incident Date	Address	Incident Type
03/01/2019	Spring Valley RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
03/04/2019	N Coop RD, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/07/2019	Hwy 114, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
03/08/2019	Parker WAY, Harrison, WI 54915	Alarm system activation, no fire - unintentional
03/08/2019	Sweet William DR, Harrison, WI 54915	Emergency medical service, other
03/09/2019	County Road KK, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/10/2019	Silver CT, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/11/2019	Victorian DR, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/13/2019	Veterans AVE, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/14/2019	Highway 10, Holland (Town of), WI 54130	Motor vehicle accident with no injuries.
03/15/2019	Veterans AVE, Sherwood, WI 54169	Motor vehicle accident with injuries
03/16/2019	Sweet Clover DR, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/16/2019	Silver CT, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/18/2019	County Road N, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/18/2019	Margaret CT, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/18/2019	Cliffwood DR, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/19/2019	Sonny DR, Harrison, WI 54952	Dispatched & cancelled en route
03/19/2019	Military RD, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/19/2019	Highway 114, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
03/21/2019	Hickory DR, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/22/2019	Sumac LN, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/22/2019	Verna RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
03/22/2019	Holly ST, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/25/2019	State Park RD, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/25/2019	State 55 HWY, Harrison, WI 54130	Grass fire
03/26/2019	Military RD, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/28/2019	Amy AVE, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
03/29/2019	Carrington CT, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
03/30/2019	Harrison RD, Hilbert, WI 54129	EMS call, excluding vehicle accident with injury

Total incidents: 29

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.





# Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



## Report on New Fire Engine Delivery

Harrison Fire Rescue took delivery of the new fire engine on March 27<sup>th</sup>, 2019. This was approximately one month earlier than anticipated when the truck was ordered. The board approved spending \$522,237.16 on May 29<sup>th</sup>, 2018. The order was placed on May 30<sup>th</sup>, 2018 for the truck from Custom Fire Apparatus, Inc. The final invoice came to \$522,179.36.

This new engine will be labeled Engine 65 or E65. It is replacing a 1999 Pierce engine and will be kept at Station 60 in Sherwood. The 1999 Pierce will be relabeled Engine 74 or E74 and be relocated to Station 70 on Lake Park Rd. The 1999 Pierce will serve as a reserve if any other engine needs to be taken out of service.

I have included a list of safety features that the new engine is equipped with.

- Fully NFPA compliant vehicle with no exceptions taken
- Advanced protection system for cab occupants which includes 8 air bags
- A seat belt monitoring system, if a seat is occupied the seat belt must be fastened or an alarm sounds
- Secure-All SCBA bottle restraints built in to the cab seats
- Vinyl seats to minimize cancer causing carcinogen retention
- Secure storage of all items in the cab, no loose items to fly around in a sudden stop or accident
- Air conditioning for firefighter rehabilitation
- Above standard NFPA warning lights for improved visibility
- Additional siren, Q2B, for more effective audible warning
- All LED scene lighting, 360 degrees around the truck, for improved fire ground safety
- Mobile data terminal provisions and Wi-Fi enabled for future improved communication and mapping with county dispatch
- Man-Saver retention bars at the top mount pump control panel to minimize step-off accidents
- Rear ladder hose bed access in place of steps
- Lowered hose bed height for improved ergonomics
- Drop down hydraulic ladder rack to allow ladder removal while standing on the ground
- Fire hose retention netting to prevent accidental deployment of hose while the vehicle is in motion
- Chevron reflective striping on the rear of the truck to maximize visibility especially when parked on the road

**Harrison Fire Rescue would like to invite elected officials and the public to view the new engine on Saturday, May 18<sup>th</sup>, 2019 at the Annual Brat Fry. The location will be Mobil station, W471 Veterans Ave, Sherwood.**

The anticipated date the new engine will be put into service is June 1<sup>st</sup>, 2019, after members have been sufficiently trained on the operations of the truck.



## Treasurer's Report of Income and Expenses- March 2019

Investor's Community Bank Business Checking Account 0300 (GENERAL)		
Beginning Balance		\$3,056,091.73
Credit		\$27,902.39
Debit		\$1,816,659.82
Ending Balance		\$1,267,334.30
Investor's Community Bank Checking Account 1753 (TAXES)		
Beginning Balance		\$2,373,840.10
Credit		\$8,843.20
Debit		\$142,408.55
Ending Balance		\$2,240,274.75
Investor's Community Bank Business Checking Account 8500 (TOWN)		
Beginning Balance		\$231,056.72
Credit		\$0.00
Debit		\$0.00
Ending Balance		\$231,056.72
BMO Harris Bank Checking Account 1189 (FIRE DEPARTMENT)		
Beginning Balance		\$3,789.56
Credit		\$910.56
Debit		\$3,210.05
Ending Balance		\$1,490.07
Total Ending Balance of All Checking Accounts		<b>\$3,740,155.84</b>

Investor's Community Bank Money Market 0310		
Beginning Balance		\$1,814,761.27
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$3,948.72
Ending Balance		\$1,818,709.99
Investor's Community Bank Tax Money Market 1110		
Beginning Balance		\$850,124.10
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$1,849.78
Ending Balance		\$851,973.88
East Wisconsin Savings Bank Money Market 4895		
Beginning Balance		\$285,927.30
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$157.85
Ending Balance		\$286,085.15
Total Ending Balance of All Money Market Accounts		<b>\$2,956,769.02</b>

Local Government Investment Pool		
Beginning Balance		\$243,140.18
Credit		\$0.00
Debit		\$0.00
Interest Paid		\$510.88
Ending Balance		<b>\$243,651.06</b>

Community First Credit Union CD 4070		
Beginning Balance		\$313,389.14
Interest Paid		\$527.01
Ending Balance		\$313,916.15
State Bank of Chilton CD 0343		
Beginning Balance		\$123,666.38
Interest Paid		\$858.54
Ending Balance		\$124,524.92
State Bank of Chilton CD 1028		
Beginning Balance		\$303,780.91
Interest Paid		na
Ending Balance		\$303,780.91
State Bank of Chilton CD 0368		
Beginning Balance		\$255,297.42
Interest Paid		\$1,782.18
Ending Balance		\$257,079.60
East Savings CD 7150		
Beginning Balance		\$250,000.00
Interest Paid		\$0.00
Ending Balance		\$250,000.00
Total Ending Balance of All CDs		<b>\$1,249,301.58</b>

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Jennifer Weyenberg, Clerk-Treasurer