



NOTICE OF VILLAGE BOARD MEETING

Amended

DATE: Tuesday, March 10, 2020
TIME: 7:00pm
PLACE: Harrison Municipal Building
W5298 State Road 114
Harrison, WI 54952

Pursuant to Wis. Stats. §19.84, NOTICE is hereby given to the public that a Village of Harrison Board Meeting will be held on Tuesday, March 10, 2020 at 7:00pm. The agenda is listed below. This is a public meeting.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
 - a) Letter to Village President about Noe Road reconstruction
5. Public Comments

Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three-minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. Consent Agenda

Items on Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the consent agenda, items may be removed at the request of any Trustee and addressed immediately following the motion to approve the remaining items.

 - a) Minutes from 02/25/20 and 02/27/20 Joint Meeting (Clerk-Treasurer)
7. Items Removed from Consent Agenda (if any)
8. Appointments
 - a) None

9. Unfinished Business from Previous Meetings for Consideration or Action
 - a) Kimberly Heights 4 Subdivision Development Agreement- Schmidt Rd (Planner)
10. New Business for Consideration or Action
 - a) Resolution V2020-02 Preliminary Resolution Declaring Intent to Exercise Special Assessment Under Municipal Police Power Pursuant to Wis. Stats. §66.0703 for Storm Sewer and Street Construction (Village Manager)
11. Reports
 - a) None
12. Future Agenda Items
13. Closed Session- Roebke case

The Board will meet in closed session to confer with legal counsel about strategy regarding current or likely litigation pursuant to Wis. Stats. §19.85(1)(g).

The Board may 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.
13. Adjournment

Jennifer Weyenberg, Village Clerk-Treasurer

Agenda posted ~~03/05/2020~~ 03/06/20 and posted at www.harrison-wi.org and Municipal Building lobby 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.

**VILLAGE OF HARRISON
BOARD MEETING MINUTES
02/25/2020**

A regular meeting of the Village of Harrison Board was called to order at 7:00pm in the Harrison Municipal Building, W5298 State Road 114 on February 25, 2020. After the Pledge of Allegiance was recited, roll call was taken.

Board present: President Kevin Hietpas, Trustees Buddy Lisowe, Darlene Bartlein, Tyler Moore, Jim Fochs
Board excused: Trustee Gary Nickel
Staff present: Village Manager Travis Parish, Clerk-Treasurer Jennifer Weyenberg, Director of Public Works Laura Jungwirth, Planner Mark Mommaerts, Fire Chief Jarred Gerl
Others present: Judy Hebbe of the Times Villager, Joe Tenor of the Calumet Co. Sheriff Dept

Correspondence or Communications from Board and Staff

None

Public Comments

Tom Capper asked if the new subdivision proposed near Friendship Drive was included in a TIF District. Planner Mark Mommaerts explained that it was a TIF District and the revenue raised goes back to pay for infrastructure. Mr. Capper asked if the developer has proven he cannot afford the financing on his own and if the area was designated as a blighted area.

Consent Agenda

Payments of Bills and Claims; Minutes from 01/28/20 and 02/11/20; Certified Survey Maps for Melvin Baeten (Amy Ave), Irvin Zahringer (Hwy 55 & 114), Anthony Uitenbroek (W5857 County KK), Darboy Drive; and Premier Harrison, LLC & Premier Harrison II, LLC Tax Incremental Financing District #2 Agreement (Friendship Drive)

Discussion: Trustee Lisowe asked that the Premier Harrison LLC item be removed for further discussion.

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

Vote: Motion carried 6-0.

Items Removed from Consent Agenda

Premier Harrison, LLC & Premier Harrison II, LLC Tax Incremental Financing District #2 Agreement (Friendship Drive)

Discussion: Trustee Lisowe asked if all points requested by the board were covered in the updated agreement. Planner Mommaerts confirmed that everything was included, and that the agreement had been reviewed by the village attorney.

Motion: Trustee Moore with second by Trustee Miller to approve the agreement.

Vote: Motion carried 6-0.

Appointments

None

Unfinished Business from Previous Meetings for Consideration or Action

a) Rules and Procedures for Board Meetings

Discussion: Based on previous discussions, Village Manager T. Parish presented the updated Rules and Procedures. The board debated about having one meeting a month or having multiple meetings each month to shorten the length of the meetings. They also discussed how much time speakers should be allowed during the public comments section of the board meetings. Language will be added that the Village President can call a special meeting 7 business days in advance.

Motion: None. The board asked that Village Manager T. Parish bring back a clean copy with their revisions to a future meeting.

Vote: None

New Business for Consideration or Action

a) Kimberly Heights 4 Subdivision Development Agreement- Schmidt Rd

Discussion: The agreement is similar to the agreements for Phases 1-3 in that the village covers the upfront costs of curb & gutter, concrete paving, and sidewalks and then is reimbursed through the special assessments as the lots sell/develop. New to this agreement is billing rates for employee time inspecting the subdivision construction. A majority of the board members spoke against the village fronting the costs for curb & gutter, concrete paving, and sidewalks. They prefer that the developer provide an escrow for the costs. They asked that Planner M. Mommaerts make changes to the agreement and bring it back to a future meeting.

Motion: None

Vote: None

b) Southtowne Place Subdivision Development Agreement- Manitowoc Rd

Discussion: The developer is to provide a financial guarantee to cover the cost of curb & gutter, paving, sidewalks, and restoration after the road sits. The agreement also includes billing rates for employee time inspecting the subdivision construction.

Motion: Trustee Lisowe and second by Trustee Miller to approve the development agreement for Southtowne Place with Lamers Realty, Inc. or assigns.

Vote: Motion carried 6-0.

c) WDNR Municipal Separate Storm Sewer (MS4) Annual Report

Discussion: Director of Public Works L. Jungwirth shared the report and said the village should take the opportunity to focus on public education and outreach more in 2020.

Motion: Trustee Moore with second by Trustee Miller to approve the MS4 Annual Report.

Vote: Motion carried 6-0.

d) Public Works Fee Schedule

Discussion: An analysis of all Public Works Fees was completed and the fees were updated.

Motion: Trustee Moore with second by Trustee Lisowe to approve the fee schedule.

Vote: Motion carried 6-0.

e) Bids for Abandonment of Lift Station #5

Discussion: In 2018, the village went out to bid for the construction of lift station #6 and the abandonment of lift station #5. The bids for both exceeded our budgeted amount so the abandonment was put on hold. It was recently re-bid for completion in 2020 and a low bid of \$536,521.65. This bid is \$14,813.33 less than the original bids received in 2018.

Motion: Trustee Fochs with second by Trustee Moore to award the bid to DeGroot, Inc.

Vote: Motion carried 6-0.

f) Contract for Self-Publishing Software for Municipal Ordinances

Discussion: The new software will allow the village to add or revise ordinances without having to send them to Municode for publication. This item was budgeted for.

Motion: Trustee Moore with second by Trustee Fochs to authorize the Village Manager to contract with Municode for the self-publishing software for municipal ordinances.

Vote: Motion carried 6-0.

Reports

Trustee Moore reported that Flight Night is set for August 5, 2020 at the Darboy Community Park. Reports for Planning & Zoning, Treasurer, Harrison Fire Rescue, and Village Manager were shared.

Future Agenda Items

President Hietpas asked that Resolution V2020-01 Approving the Streets and Roads Special Assessment Policy be brought back to a future meeting for further discussion. The board agreed it was best to wait until after the April elections.

Closed Session

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

Roll Call Vote:

Miller-aye

Lisowe-aye

Bartlein- aye

Hietpas- aye

Moore- aye

Fochs- aye

Pursuant to Wis. Stats. §19.85(1)(e), the Board met 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 to address a development agreement with Driscoll Properties, LLC.

Pursuant to Wis. Stats. §19.85(1)(c), the Board also met to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility to address a match for certain firefighters for Service Award Program.

On a motion made by Trustee Lisowe and second by Trustee Bartlein, the Board voted 6-0 to reconvene in open session pursuant to Wis. Stats. §19.85(2). In open session, Trustee Lisowe made a motion with a second by Trustee Miller to fund the Service Award Program accounts for 8 members of Harrison Fire Rescue. Motion carried 6-0.

There being no other business, a motion was made by Trustee Lisowe with second by Trustee Bartlein to adjourn. Motion carried 6-0.

Jennifer Weyenberg, Village Clerk-Treasurer

Dated February 25, 2020

Approved by the Village Board on March 10, 2020

**MINUTES OF THE JOINT VILLAGE/TOWN BOARD MEETING WITH
THE TOWN OF BUCHANAN AND VILLAGES OF COMBINED LOCKS AND HARRISON
ON FEBRUARY 27, 2020**

Call to Order

Buchanan Chairperson McAndrews called the meeting to order at 7:00 p.m.

Pledge of Allegiance: Buchanan Chairperson McAndrews led the Pledge of Allegiance

Introductions/Roll Call:

PRESENT: **Town of Buchanan Board Members:** Chairperson McAndrews, Supervisor Tom Walsh, Supervisor Lawrence, Supervisor Reinke, and Administrator Brown

Village of Combined Locks Board Members: Trustee Vander Zanden, Trustee Schinke, Trustee Stutzman, Trustee Krueger, and Administrator Shampo-Giese

Village of Harrison Board Members: President Hietpas, Trustee Bartlein, Trustee Lisowe, Trustee Nickel, Trustee Miller, and Administrator Parish

ALSO PRESENT: Buchanan Fire Chief Mohr, Combined Locks Fire Chief Doyle, Harrison Interim Fire Chief Gerl, Jeff Roemer of RW Management, and several high school students and parents.

Authorization of RW Management to complete a Shared Services and Consolidation Feasibility Study for Fire/EMS Services – For Discussion and Possible Action:

Buchanan Administrator Tony Brown provided a background of the discussions and actions that led to this meeting and consideration of hiring a consultant to perform a Fire/EMS Services Study. He also reported that five (5) proposals were received, reviewed and graded by the Administrators, Fire Chiefs and other representatives of each of the Fire Departments. Four (4) consultants were invited to interview with the Administrators and Fire Chiefs. One of those four backed out on the day of the interviews due to an unforeseen emergency. The recommendation of the interviewing committee is to hire RW Management to perform the study based on their expertise, availability, staffing, and cost.

Jeff Roemer of RW Management then provided an overview of his proposal. He specifically mentioned that he and his staff have a great deal of Public Safety consulting experience to include consulting for Police, Fire, EMS, and Safety. He also explained that since the proposal was submitted, he has sold his company to McMahon Associates. RW's six (6) consultants are still with the company and four (4) will be heavily involved in this study. Being a part of McMahon Associates also provides a great resource to mapping of incidents, which will be a part of the study's final product and used to make recommendations.

Trustees and supervisors from each community then asked questions of Mr. Roemer, the Fire Chiefs and each other. Questions included: is the study necessary, what is the cost of the study, how does the communities falling in two counties affect the study/recommendations, what are the current shared services, how does the contract Buchanan has with Wrightstown and Hollandtown work now and how might it affect the study/recommendations, what is the timeframe for completion of the study, is the consultant available and willing to help with some of the implementation (if needed), might the recommendations affect Harrison's service to Sherwood, is partial consolidation an option, does RW have any experience working with three (3) or more communities trying to accomplish the same thing we are, is full-time staff necessary. Many of these questions were answered easily based on the current status of the departments, but other questions will not be answered until the study is complete.

Village of Harrison: Trustee Nickel made a motion to accept RW Management's proposal for \$28,400 and agree to Harrison paying 1/3 of the cost. Trustee Lisowe seconded the motion, and it passed unanimously for Village of Harrison.

Village of Combined Locks: Trustee Schinke made a motion to accept RW Management's proposal for \$28,400 and agree to Combined Locks paying 1/3 of the cost. J. Krueger seconded the motion, and it passed unanimously for Village of Combined Locks.

Town of Buchanan: Supervisor Walsh made a motion to accept RW Management's proposal for \$28,400 and agree to Buchanan paying 1/3 of the cost. Supervisor Lawrence seconded the motion, and it passed unanimously for Town of Buchanan.

Harrison Trustee Lisowe made a motion to adjourn the meeting at 8:15pm. Combined Locks Trustee Krueger seconded the motion, and it passed unanimously.

Prepared by Racquel Shampo-Giese, Administrator/Clerk/Treasurer Combined Locks
Approved by the Village Board of Harrison on March 10, 2020

Attest: _____
Jennifer Weyenberg, Village Clerk-Treasurer

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

March 10, 2020

Title:

Development Agreement for Kimberly Heights 4 Subdivision

Issue:

Should the Village Board approve the development agreement for Kimberly Heights 4 subdivision?

Background and Additional Information:

As a part of the subdivision plat approval process, the Village requires a Development Agreement in order to assure all the public improvements are installed in the subdivision if the final plat is to be approved prior to all the improvements being completed. At the last meeting, the Board postponed action in order to revise the agreement to state that the Developer will be financially responsible for the curb & gutter, concrete streets, sidewalks, and final restoration rather than the Village assessing these costs to the lots in the future. This is different than the agreement for the first three phases of the subdivision.

The Developer has indicated that half the lots are sold with the streets as a future assessment. (See email from Scott DeWitt dated March 1st.) The Developer is requesting that the agreement be amended to allow for gravel road acceptance and permit issuance before the 1½” temporary asphalt binder is installed. The Developer wishes to install the asphalt in October when the weather is cooler, and the gravel has been packed down. The original intent of the asphalt binder was to reduce erosion issues, dust, and dirt mixing with the gravel road. If the asphalt binder is not installed prior to road acceptance and permitting, then the intent is lessened, and staff feels an asphalt binder is not necessary. Other steps, such as increased erosion monitoring, dust control activities, and removal/replacement of contaminated gravel prior to paving, can be utilized.

If a development agreement is not approved, then the final plat should not be approved until all improvements have been completed, in accordance with state statute.

Budget/Financial Impact:

None.

Recommended Action:

Two issues to resolve include:

1. Will the Village assess for future improvements (curb & gutter, concrete paving, sidewalks, and final restoration; or will the Developer be required to submit a financial guarantee to cover future improvements?
2. Will the 1½" temporary asphalt binder be required prior to road acceptance and permitting; or will the 1½" temporary asphalt binder be eliminated (gravel roads for 2-3 years)?
 - If the Village Board does not require the temporary asphalt binder, staff suggests that this same consideration be offered to the Creekside Estates and Southtowne Place developers.

Attachments:

- Draft Development Agreement
- Email from Scott DeWitt

Mark Mommaerts

From: Scott dewitt <flashdewitt@gmail.com>
Sent: Sunday, March 1, 2020 12:38 PM
To: Mark Mommaerts
Subject: Re: Kimberly Heights 4 Developers Agreement
Attachments: image001.jpg

Hello Mark.

 I have half of the lots sold with the streets as a future assessment. I can start working on changing things but want to make sure we have everything right.

The new agreement shows concrete streets. Is that correct? Are there talks of changing to asphalt? Same question for the rest of Kimberly heights?

Would the board look at changing the policy for assessment for phase 4 due to the late change? We are almost done with the phase?

Scott

On Thu, Feb 27, 2020, 10:35 AM Mark Mommaerts <MMommaerts@harrison-wi.org> wrote:

Hi Scott,

I talked with Tom yesterday about a few topics and I mentioned to him briefly the Village Board discussion on the Development Agreement for Kimberly Heights 4. The Board directed that the agreement be revised so that the Developer is responsible for the final curb & gutter, concrete streets, sidewalks, and restoration construction. This will necessitate a letter of credit being held in the amount to cover these items. The reason for the change is based on Board direction from last year about the Village no longer assessing for these items. The Village cannot continue to fund these costs for new subdivisions. Attached is a revised agreement for Kimberly Heights 4. The changes are in Section I A (italicized section), B, & C. The Board asked that the revised agreement be brought back to the March meeting. I believe there will be a meeting on March 10th. Please let me know if you have any questions.

Thank you,

Mark J. Mommaerts, AICP, Planner



**SUBDIVISION DEVELOPMENT AGREEMENT
KIMBERLY HEIGHTS 4**

THIS AGREEMENT, made this _____ day of _____, 20____, between Dercks DeWitt LLC, 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 18.1532-acres of land in the Village, said land being referred to as "Kimberly Heights 4" described as:

*All of Lot 2 Certified Survey Map No. 3685 and all of Lot 2 Certified Survey Map No. 3795,
located in part of the Southeast ¼ of the Southwest 1/4 of Section 02, Township 20 North, Range
18 East, Village of Harrison, Calumet County, Wisconsin*

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 **Kimberly Heights 4** 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" asphalt binder shall be inspected by the Village, or their designee, in accordance with Section I, below.

Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads. Acceptance of a gravel road may only occur after the subgrade, gravel, and 1½" 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. Once approved, the roads will sit for a period not more than three (3) years after acceptance by the Village Board.

During the specified time period, the curb and gutter shall be installed, the concrete paving completed, and sidewalks and/or trails installed. The Subdivider shall be responsible for the construction of the curb and gutter, concrete paving, and sidewalk and/or trail construction.

All costs for construction of the curb and gutter, the concrete paving, and sidewalks and/or trails shall be held in escrow, in the form of a Performance Bond, Letter of Credit, or Cash Escrow, payable to the Village of Harrison.

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 from the layer of 1½" asphalt binder paving. 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:

Timeframe Record	
Subdivision	Kimberly Heights 4
Final Subdivision Approval	Spring 2020
Sanitary, Water, and Storm Sewers	Spring/Summer 2020
Utilities (Gas, Electric, Phone, Cable, etc.)	Spring/Summer 2020
Grade & Gravel	Spring/Summer 2020
Terraces	Spring/Summer 2020
1½" Asphalt Binder	No later than October 15, 2020
Landscape Berm with Plantings	June 2020
Concrete Integral Curb & Gutter	Summer/Fall 2023
7" Concrete Pavement	Summer/Fall 2023
Sidewalks/Trails	Summer/Fall 2023

If 80% of the property owners of the subdivision request an earlier timeframe for curb & gutter, concrete pavement, and sidewalks/trails to be installed, the Village Board may review such request.

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 and install 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. None are proposed.

E. SANITARY SEWER The Subdivider hereby agrees:

1. To furnish, construct, install and provide a complete sewerage system throughout the entire subdivision, all in accordance with the plat plans, specifications and drawings *as per the requirements of the Darboy Sanitary District* and the *Standard 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 *Standard 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 the *Darboy Sanitary District's* specifications on file with the Department of Natural Resources and the Subdivider's plan specifications as approved by the *Darboy Sanitary District* 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 the Darboy Sanitary District* and the *Standard 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 *Standard 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 *Darboy Sanitary District's* specifications on file with the Department of Natural Resources and Public Service Commission and the Subdivider's plans and specifications approved by the *Darboy Sanitary District* and the Village's Engineer.

G. SURFACE WATER DRAINAGE The Subdivider hereby agrees:

1. 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, the Village of Harrison Storm Water regulations and the Wisconsin Department of Natural Resources (WDNR) Post-Construction Performance Standards.
2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.
3. To install separate storm sewer laterals six (6') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
4. 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 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 and fine 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, easements, 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. LANDSCAPE BERMS The **Subdivider** hereby agrees:

1. None are proposed.

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

1. To allow for the Village, or a third party selected by the Village, to inspect all improvements for the purpose of ensuring 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. Cost of Village inspections to be billed at the following rates: \$52 per hour for Engineering Technician(Field Inspector), \$59 per hour for Public Works Lead Foreman, \$69 per hour for Operator, \$79 per hour for Public Works Director, plus actual costs for incidental items, such as equipment, mileage, etc.. Costs of third party inspectors to be billed at actual costs to the Village.

M. 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 **\$17,715** 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 37-lots in Kimberly Heights 4.

- N. **STREET LIGHTS** The Subdivider hereby agrees:
1. To furnish, construct, install and provide street lights at the intersections of Schmidt Road/Dusty Drive. 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.

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.
- 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, asphalt mix records, 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 Village of Harrison 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, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F, G, H, I, J, K, L, M & N hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

The Subdivider shall notify the Village a minimum of ninety (90) days prior to the expiration of the Financial Guarantee. The Subdivider shall cause the Financial Guarantee to automatically renew year after year until released fully by the Village. Failure to notify the Village in writing that the Financial Guarantee will expire will be deemed a violation of this Agreement and the Village Board shall have the authority to draw upon the Financial Guarantee at any time.

That amount of the public improvements, as provided by the developer's engineer, and verified by the Village 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 two (2) years [or three (3) years if winter construction is utilized] from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a , letter of credit, or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department. The amount of the warranty is \$ _____.
- 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 Public Works Director 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 PERMITS

- A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been dedicated to and accepted by the Village. 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 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 through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose.

- 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.

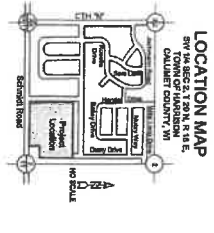
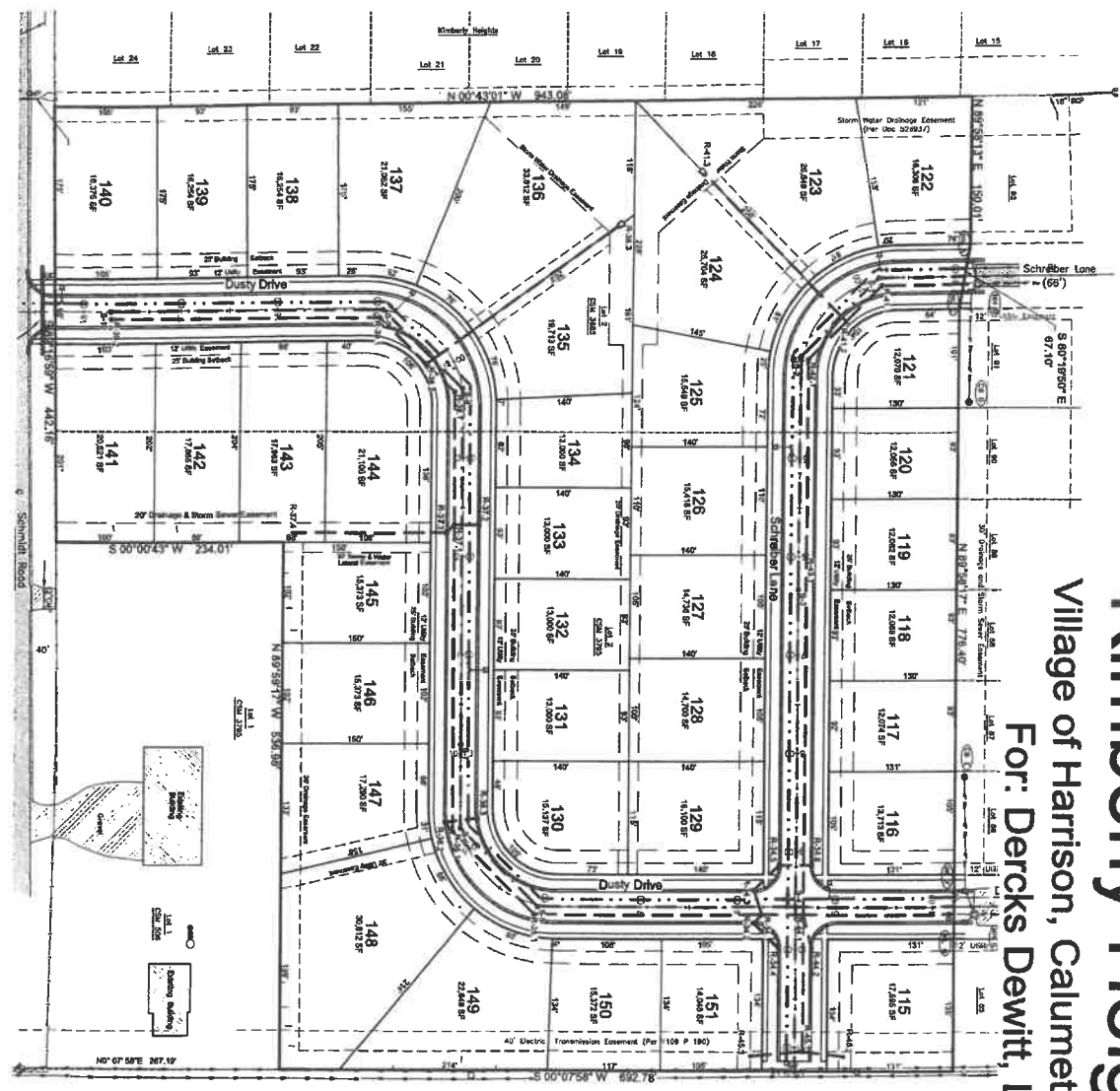
EXHIBIT A

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

Kimberly Heights 4

Village of Harrison, Calumet County, WI

For: Dercks Dewitt, LLC



Area Information:

Final Project Area:	794,792 SF
Existing Project Area:	0 SF
Proposed Building Footprint:	153,000 SF (19.0%)
Proposed Lot Area:	16,650 SF (2.1%)
Proposed Driveway:	27,750 SF (3.5%)
Proposed Parking:	50,607 SF (6.4%)
Proposed Stormwater Management:	297,000 SF (37.4%)
Proposed Other:	297,000 SF (37.4%)

LEGEND

Proposed Building Footprint	Proposed Building Footprint
Proposed Lot Area	Proposed Lot Area
Proposed Driveway	Proposed Driveway
Proposed Parking	Proposed Parking
Proposed Stormwater Management	Proposed Stormwater Management
Proposed Other	Proposed Other

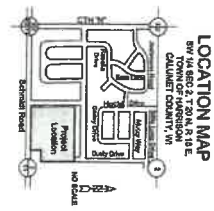
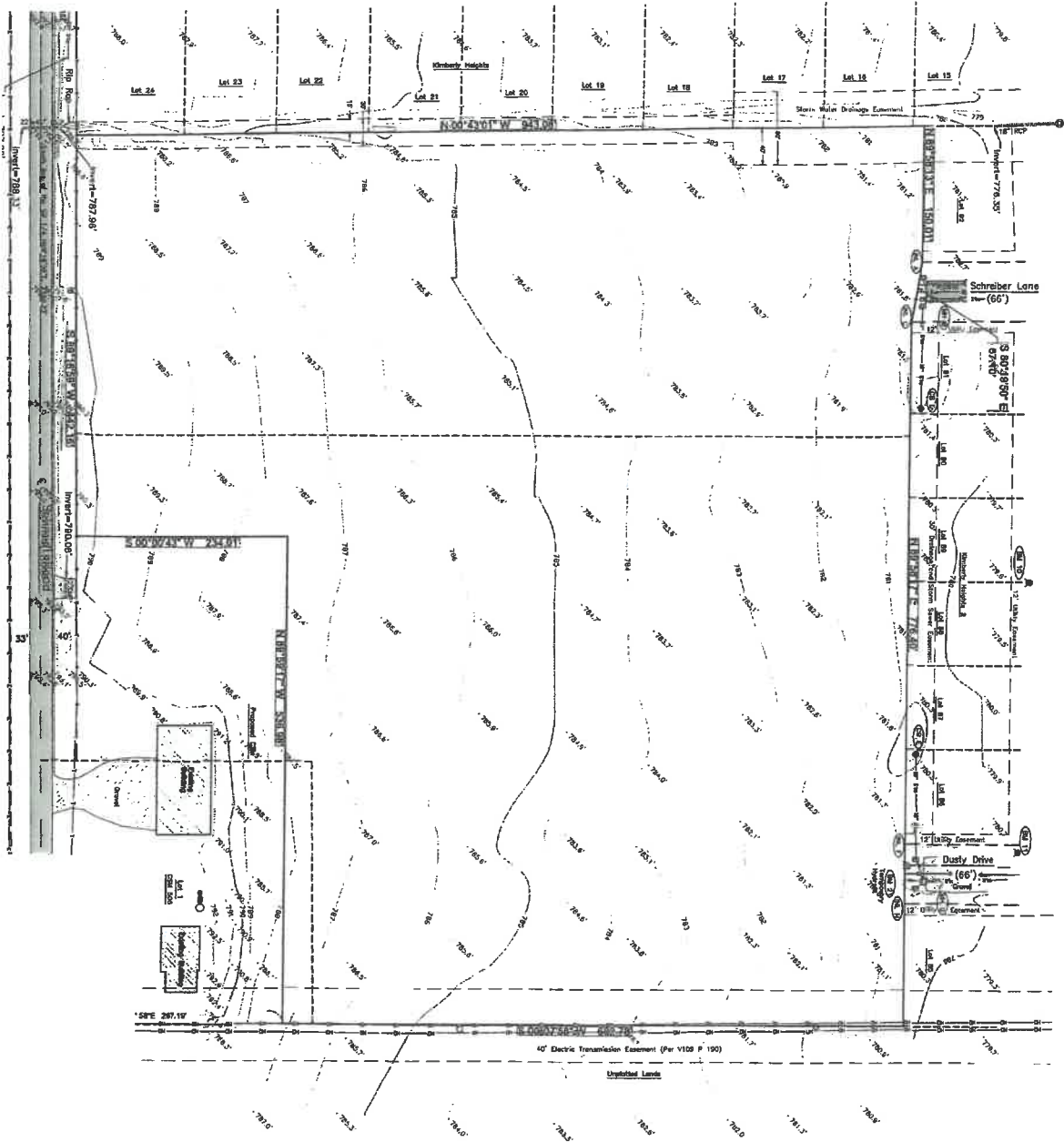
SHEET INDEX:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

SEWER & WATER COVER SHEET

DAVEI ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1141 Wisconsin Avenue, Madison, WI 53703
Ph: 608-261-1888 Fax: 608-264-1444
www.davei.com

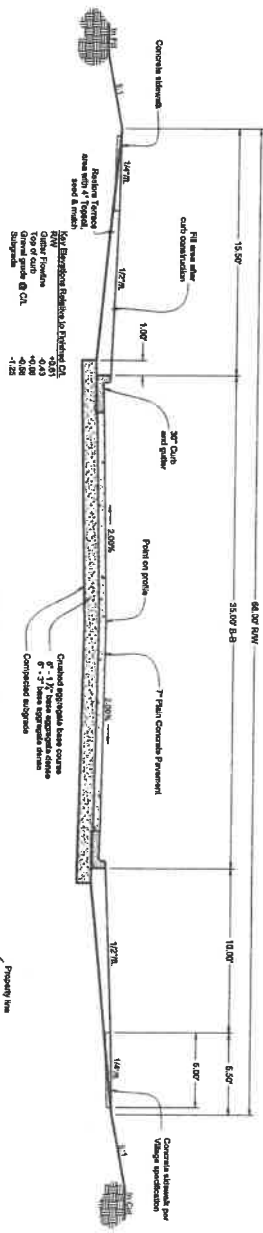
Project Number: 5846
February 17, 2020
Page 1.0



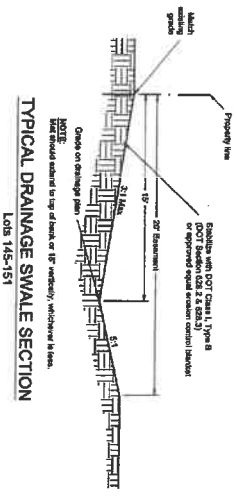
LOCATION MAP
 BY 14 880 2 700 R 13 E
 CALUMET COUNTY, WI

Storm Structures

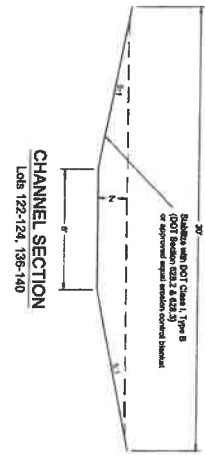
Structure #	Sta.	Inv.	Size	Material	Quantity
NHL A	782.88	75'-00"	30"	PVC	5
NHL B	783.19	76'-00"	24"	NCP	5
NHL C	783.50	76'-00"	24"	PVC	5
NHL D	783.81	76'-00"	24"	PVC	5
NHL E	784.12	76'-00"	24"	PVC	5
NHL F	784.43	76'-00"	24"	PVC	5
NHL G	784.74	76'-00"	24"	PVC	5
NHL H	785.05	76'-00"	24"	PVC	5
NHL I	785.36	76'-00"	24"	PVC	5
NHL J	785.67	76'-00"	24"	PVC	5
NHL K	785.98	76'-00"	24"	PVC	5
NHL L	786.29	76'-00"	24"	PVC	5
NHL M	786.60	76'-00"	24"	PVC	5
NHL N	786.91	76'-00"	24"	PVC	5
NHL O	787.22	76'-00"	24"	PVC	5
NHL P	787.53	76'-00"	24"	PVC	5
NHL Q	787.84	76'-00"	24"	PVC	5
NHL R	788.15	76'-00"	24"	PVC	5
NHL S	788.46	76'-00"	24"	PVC	5
NHL T	788.77	76'-00"	24"	PVC	5
NHL U	789.08	76'-00"	24"	PVC	5
NHL V	789.39	76'-00"	24"	PVC	5
NHL W	789.70	76'-00"	24"	PVC	5
NHL X	790.01	76'-00"	24"	PVC	5
NHL Y	790.32	76'-00"	24"	PVC	5
NHL Z	790.63	76'-00"	24"	PVC	5
NHL AA	790.94	76'-00"	24"	PVC	5
NHL AB	791.25	76'-00"	24"	PVC	5
NHL AC	791.56	76'-00"	24"	PVC	5
NHL AD	791.87	76'-00"	24"	PVC	5
NHL AE	792.18	76'-00"	24"	PVC	5
NHL AF	792.49	76'-00"	24"	PVC	5
NHL AG	792.80	76'-00"	24"	PVC	5
NHL AH	793.11	76'-00"	24"	PVC	5
NHL AI	793.42	76'-00"	24"	PVC	5
NHL AJ	793.73	76'-00"	24"	PVC	5
NHL AK	794.04	76'-00"	24"	PVC	5
NHL AL	794.35	76'-00"	24"	PVC	5
NHL AM	794.66	76'-00"	24"	PVC	5
NHL AN	794.97	76'-00"	24"	PVC	5
NHL AO	795.28	76'-00"	24"	PVC	5
NHL AP	795.59	76'-00"	24"	PVC	5
NHL AQ	795.90	76'-00"	24"	PVC	5
NHL AR	796.21	76'-00"	24"	PVC	5
NHL AS	796.52	76'-00"	24"	PVC	5
NHL AT	796.83	76'-00"	24"	PVC	5
NHL AU	797.14	76'-00"	24"	PVC	5
NHL AV	797.45	76'-00"	24"	PVC	5
NHL AW	797.76	76'-00"	24"	PVC	5
NHL AX	798.07	76'-00"	24"	PVC	5
NHL AY	798.38	76'-00"	24"	PVC	5
NHL AZ	798.69	76'-00"	24"	PVC	5
NHL BA	799.00	76'-00"	24"	PVC	5
NHL BB	799.31	76'-00"	24"	PVC	5
NHL BC	799.62	76'-00"	24"	PVC	5
NHL BD	799.93	76'-00"	24"	PVC	5
NHL BE	800.24	76'-00"	24"	PVC	5
NHL BF	800.55	76'-00"	24"	PVC	5
NHL BG	800.86	76'-00"	24"	PVC	5
NHL BH	801.17	76'-00"	24"	PVC	5
NHL BI	801.48	76'-00"	24"	PVC	5
NHL BJ	801.79	76'-00"	24"	PVC	5
NHL BK	802.10	76'-00"	24"	PVC	5
NHL BL	802.41	76'-00"	24"	PVC	5
NHL BM	802.72	76'-00"	24"	PVC	5
NHL BN	803.03	76'-00"	24"	PVC	5
NHL BO	803.34	76'-00"	24"	PVC	5
NHL BP	803.65	76'-00"	24"	PVC	5
NHL BQ	803.96	76'-00"	24"	PVC	5
NHL BR	804.27	76'-00"	24"	PVC	5
NHL BS	804.58	76'-00"	24"	PVC	5
NHL BT	804.89	76'-00"	24"	PVC	5
NHL BU	805.20	76'-00"	24"	PVC	5
NHL BV	805.51	76'-00"	24"	PVC	5
NHL BW	805.82	76'-00"	24"	PVC	5
NHL BX	806.13	76'-00"	24"	PVC	5
NHL BY	806.44	76'-00"	24"	PVC	5
NHL BZ	806.75	76'-00"	24"	PVC	5
NHL CA	807.06	76'-00"	24"	PVC	5
NHL CB	807.37	76'-00"	24"	PVC	5
NHL CC	807.68	76'-00"	24"	PVC	5
NHL CD	807.99	76'-00"	24"	PVC	5
NHL CE	808.30	76'-00"	24"	PVC	5
NHL CF	808.61	76'-00"	24"	PVC	5
NHL CG	808.92	76'-00"	24"	PVC	5
NHL CH	809.23	76'-00"	24"	PVC	5
NHL CI	809.54	76'-00"	24"	PVC	5
NHL CJ	809.85	76'-00"	24"	PVC	5
NHL CK	810.16	76'-00"	24"	PVC	5
NHL CL	810.47	76'-00"	24"	PVC	5
NHL CM	810.78	76'-00"	24"	PVC	5
NHL CN	811.09	76'-00"	24"	PVC	5
NHL CO	811.40	76'-00"	24"	PVC	5
NHL CP	811.71	76'-00"	24"	PVC	5
NHL CQ	812.02	76'-00"	24"	PVC	5
NHL CR	812.33	76'-00"	24"	PVC	5
NHL CS	812.64	76'-00"	24"	PVC	5
NHL CT	812.95	76'-00"	24"	PVC	5
NHL CU	813.26	76'-00"	24"	PVC	5
NHL CV	813.57	76'-00"	24"	PVC	5
NHL CW	813.88	76'-00"	24"	PVC	5
NHL CX	814.19	76'-00"	24"	PVC	5
NHL CY	814.50	76'-00"	24"	PVC	5
NHL CZ	814.81	76'-00"	24"	PVC	5
NHL DA	815.12	76'-00"	24"	PVC	5
NHL DB	815.43	76'-00"	24"	PVC	5
NHL DC	815.74	76'-00"	24"	PVC	5
NHL DD	816.05	76'-00"	24"	PVC	5
NHL DE	816.36	76'-00"	24"	PVC	5
NHL DF	816.67	76'-00"	24"	PVC	5
NHL DG	816.98	76'-00"	24"	PVC	5
NHL DH	817.29	76'-00"	24"	PVC	5
NHL DI	817.60	76'-00"	24"	PVC	5
NHL DJ	817.91	76'-00"	24"	PVC	5
NHL DK	818.22	76'-00"	24"	PVC	5
NHL DL	818.53	76'-00"	24"	PVC	5
NHL DM	818.84	76'-00"	24"	PVC	5
NHL DN	819.15	76'-00"	24"	PVC	5
NHL DO	819.46	76'-00"	24"	PVC	5
NHL DP	819.77	76'-00"	24"	PVC	5
NHL DQ	820.08	76'-00"	24"	PVC	5
NHL DR	820.39	76'-00"	24"	PVC	5
NHL DS	820.70	76'-00"	24"	PVC	5
NHL DT	821.01	76'-00"	24"	PVC	5
NHL DU	821.32	76'-00"	24"	PVC	5
NHL DV	821.63	76'-00"	24"	PVC	5
NHL DW	821.94	76'-00"	24"	PVC	5
NHL DX	822.25	76'-00"	24"	PVC	5
NHL DY	822.56	76'-00"	24"	PVC	5
NHL DZ	822.87	76'-00"	24"	PVC	5
NHL EA	823.18	76'-00"	24"	PVC	5
NHL EB	823.49	76'-00"	24"	PVC	5
NHL EC	823.80	76'-00"	24"	PVC	5
NHL ED	824.11	76'-00"	24"	PVC	5
NHL EE	824.42	76'-00"	24"	PVC	5
NHL EF	824.73	76'-00"	24"	PVC	5
NHL EG	825.04	76'-00"	24"	PVC	5
NHL EH	825.35	76'-00"	24"	PVC	5
NHL EI	825.66	76'-00"	24"	PVC	5
NHL EJ	825.97	76'-00"	24"	PVC	5
NHL EK	826.28	76'-00"	24"	PVC	5
NHL EL	826.59	76'-00"	24"	PVC	5
NHL EM	826.90	76'-00"	24"	PVC	5
NHL EN	827.21	76'-00"	24"	PVC	5
NHL EO	827.52	76'-00"	24"	PVC	5
NHL EP	827.83	76'-00"	24"	PVC	5
NHL EQ	828.14	76'-00"	24"	PVC	5
NHL ER	828.45	76'-00"	24"	PVC	5
NHL ES	828.76	76'-00"	24"	PVC	5
NHL ET	829.07	76'-00"	24"	PVC	5
NHL EU	829.38	76'-00"	24"	PVC	5
NHL EV	829.69	76'-00"	24"	PVC	5
NHL EW	830.00	76'-00"	24"	PVC	5
NHL EX	830.31	76'-00"	24"	PVC	5
NHL EY	830.62	76'-00"	24"	PVC	5
NHL EZ	830.93	76'-00"	24"	PVC	5
NHL FA	831.24	76'-00"	24"	PVC	5
NHL FB	831.55	76'-00"	24"	PVC	5
NHL FC	831.86	76'-00"	24"	PVC	5
NHL FD	832.17	76'-00"	24"	PVC	5
NHL FE	832.48	76'-00"	24"	PVC	5
NHL FF	832.79	76'-00"	24"	PVC	5
NHL FG	833.10	76'-00"	24"	PVC	5
NHL FH	833.41	76'-00"	24"	PVC	5
NHL FI	833.72	76'-00"	24"	PVC	5
NHL FJ	834.03	76'-00"	24"	PVC	5
NHL FK	834.34	76'-00"	24"	PVC	5
NHL FL	834.65	76'-00"	24"	PVC	5
NHL FM	834.96	76'-00"	24"	PVC	5
NHL FN	835.27	76'-00"	24"	PVC	5
NHL FO	835.58	76'-00"	24"	PVC	5
NHL FP	835.89	76'-00"	24"	PVC	5
NHL FQ	836.20	76'-00"	24"	PVC	5
NHL FR	836.51	76'-00"	24"	PVC	5
NHL FS	836.82	76'-00"	24"	PVC	5
NHL FT	837.13	76'-00"	24"	PVC	5
NHL FU	837.44	76'-00"	24"	PVC	5
NHL FV	837.75	76'-00"	24"	PVC	5
NHL FW	838.06	76'-00"	24"	PVC	5
NHL FX	838.37	76'-00"	24"	PVC	5
NHL FY	838.68	76'-00"	24"	PVC	5
NHL FZ	838.99	76'-00"	24"	PVC	5
NHL GA	839.30	76'-00"	24"	PVC	5
NHL GB	839.61	76'-00"	24"	PVC	5
NHL GC	839.92	76'-00"	24"	PVC	5
NHL GD	840.23	76'-00"	24"	PVC	5
NHL GE	840.54	76'-00"	24"	PVC	5
NHL GF	840.85	76'-00"	24"	PVC	5
NHL GF	841.16	76'-00"	24"	PVC	5
NHL GH	841.47	76'-00"	24"	PVC	5
NHL GI	841.78	76'-00"	24"	PVC	5
NHL GJ	842.09	76'-00"	24"	PVC	5
NHL GK	842.40	76'-00"	24"	PVC	5
NHL GL	842.71	76'-00"	24"	PVC	5
NHL GM	843.02	76'-00"	24"	PVC	5
NHL GN	843.33	76'-00"	24"	PVC	5
NHL GO	843.64	76'-00"	24"	PVC	5
NHL GP	843.95	76'-00"	24"	PVC	5
NHL GQ	844.26	76'-00"	24"	PVC	5
NHL GR	844.57	76'-00"	24"	PVC	5



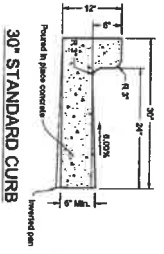
TYPICAL STREET SECTION



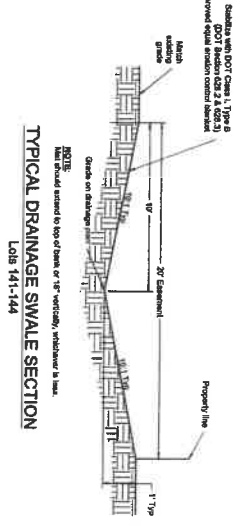
TYPICAL DRAINAGE SWALE SECTION
Lots 145-151



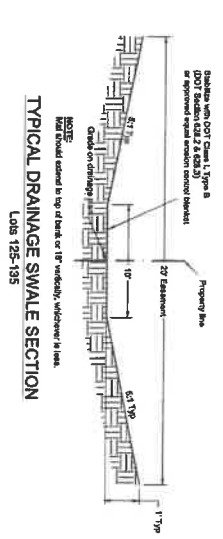
CHANNEL SECTION
Lots 122-124, 135-140



30\"/>



TYPICAL DRAINAGE SWALE SECTION
Lots 141-144



TYPICAL DRAINAGE SWALE SECTION
Lots 125-135

02/13/2020

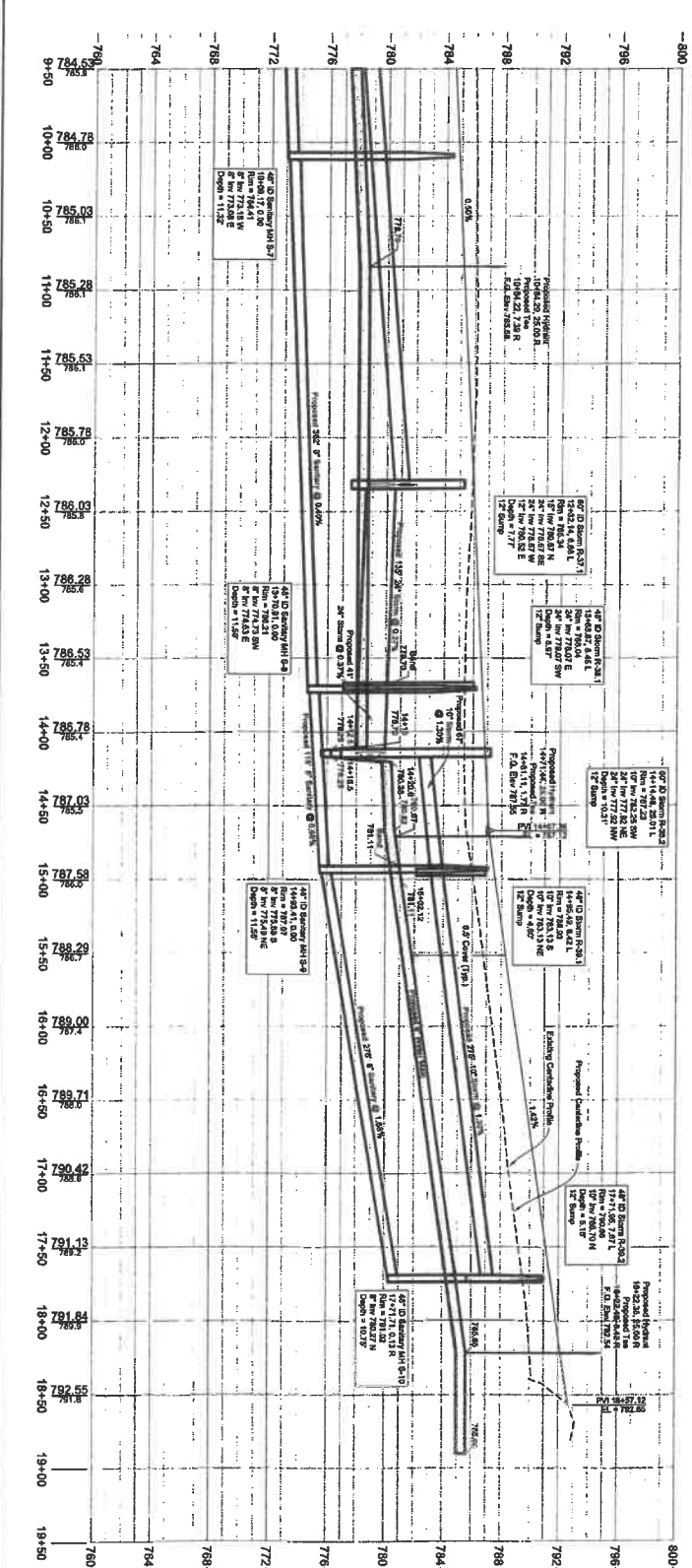
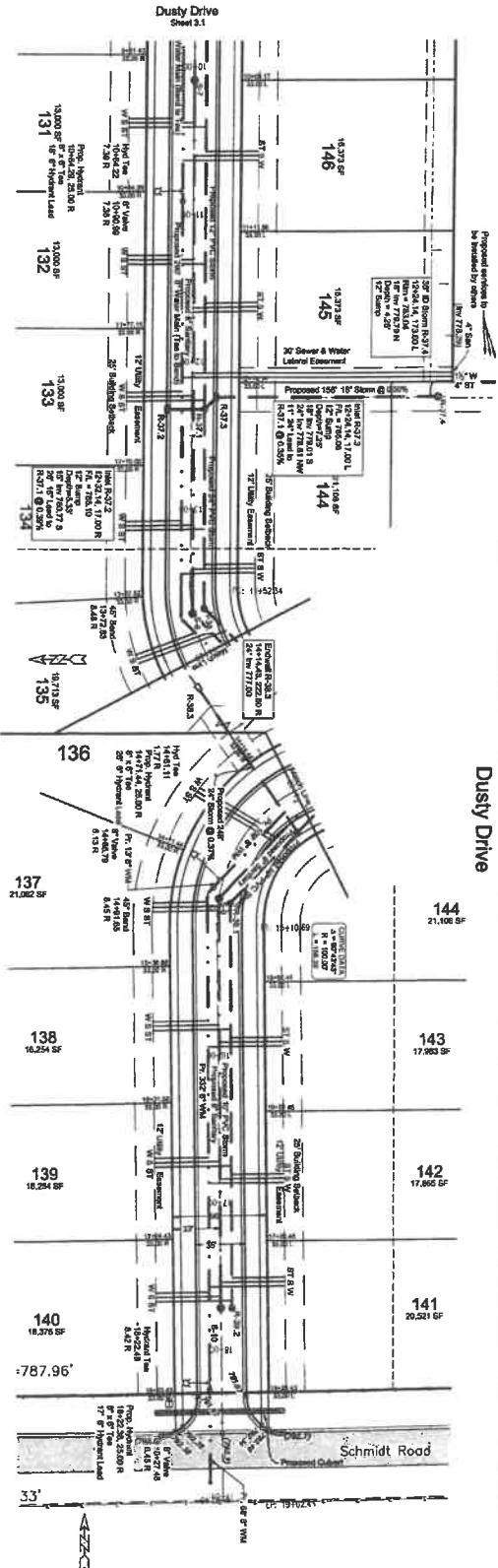
2/13/2020 4:08 PM C:\Projects\56466.dwg\Draw 30\56466eng.dwg Printed by: dmh

DATE	02/13/2020
PROJECT	Kimberly Heights 4
CLIENT	Village of Harrison, Calumet County, WI
DESIGNER	For: Dercks Dewitt, LLC
CHECKED	
DATE	
SCALE	2:1

**CONSTRUCTION
DETAILS**



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Providence Terrace, Menasha, WI 54952
Ph: 920-961-1180 Fax: 920-441-0804
www.davel.com



Dusty Drive

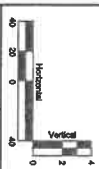
Dusty Drive
Sheet 3.1

NOTES:
KNOWLEDGE EXTENSION IS TO BACK OF CURB.
@ 1/4" = 1' - HORIZONTAL
@ 1" = 1' - VERTICAL

EXISTING AND PROPOSED UTILITIES SHOWN IN QUANTITY LENGTHS.
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE SPECIFICATIONS AND STANDARDS.
ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
@ 1/4" = 1' - HORIZONTAL
@ 1" = 1' - VERTICAL

LEGEND

- Proposed Storm Sewer
- Proposed Sanitary Sewer
- Proposed Water Main
- Proposed Gas Main
- Proposed Electric Main
- Proposed Telephone Main
- Proposed Cable Television Main
- Proposed Fiber Optic Main
- Proposed Fire Main
- Proposed Gas Main
- Proposed Electric Main
- Proposed Telephone Main
- Proposed Cable Television Main
- Proposed Fiber Optic Main
- Proposed Fire Main



Kimberly Heights 4
Village of Harrison, Calumet County, WI
For: Dercks Dewitt, LLC

IMPROVEMENT PLANS
Dusty Drive
Sta 10+00 to 19+00

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1154 Provost Terrace, Muskego, WI 53092
PH: 262-596-1300 FAX: 262-596-1301
www.davel.com

ES&E/PROJ/17
February 17, 2020
3.2

EXHIBIT B

Engineer's Cost Estimate for Improvements.

EXHIBIT C

Financial Guarantee.

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: March 10th, 2020

Title:

Review/Approve Resolution V2020-02 Preliminary Resolution Declaring Intent to Exercise Special Assessment Under Municipal Police Power Pursuant to Wis. Stats. §66.0703 for Storm Sewer and Street Construction.

Issue:

Should the Village of Harrison approve the preliminary resolution declaring intent to exercise special assessments?

Background and Additional Information:

Under State Statutes, in order for the Village to proceed with an assessment on benefited properties for the Golden Way project, it must first pass a preliminary resolution stating its intent to special assess for the public works project.

In this instance, it is a requirement that a preliminary resolution declaring the Village's intent to assess for the Golden Way and Courts streets and storm sewer construction project be approved before the project can be bid out and assessed. This is a procedural requirement as outlined in Wis. Stats. §66.0703.

The attached resolution includes: 1) Declaration of Village's intent to assess. 2) Description of proposed project. 3) Description of limits of proposed area to be assessed. 4) A "not to exceed" proportion of the cost of the project to be assessed. 5) A statement that the number of installment payments will be determined at the public hearing. 6) An order to the Village Engineer to prepare a report on the proposed work and proposed assessments.

Budget/Financial Impact:

This Village has budgeted \$1,342,826 for road improvement projects for 2020.

Recommendation:

To approve resolution V2020-02 Preliminary resolution declaring intent to exercise special assessment under municipal police power pursuant to Wis. Stats. 66.0703 for storm sewer and street construction.

RESOLUTION V2020-02
PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT UNDER MUNICIPAL POLICE POWER
PURSUANT TO §66.0703, STATS. FOR STORM SEWER AND STREET
CONSTRUCTION

RESOLVED, by the governing body of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin:

1. The governing body hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvement:

Storm sewer and street construction

2. The property to be assessed lies within the following described assessment district:

Assessment District

All property fronting upon both sides of Golden Way from its intersection with Garnet Dr. to its intersection with CTH KK. All property fronting upon both sides of Pearl Court, Coral Court and Cameo Court from their intersection with Golden Way to their termini. The properties located at N9671 Emerald Ln., N9673 Emerald Ln., and W6040 Garnet Dr. shall also be included in the assessment district.

3. The total amount assessed against the properties in the described assessment district shall not exceed 75% of the total cost of the improvements.

4. The governing body determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

5. The municipal engineers shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the improvements.
- b. An estimate of the entire cost of the proposed storm sewer improvements.
- c. Schedule of proposed assessments.

6. When the report is completed, the municipal engineer shall file a copy of the report with the municipal clerk for public inspection.

7. Upon receiving the report of the responsible officer or body, the clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and report. This notice shall be published as a class 1 notice under ch. 985, Stats, and a copy shall be mailed at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing shall be held in the Harrison Municipal Building at the following address: W5298 Hwy 114, Menasha, WI 54952, on March 31, 2020 at 7:00 pm as set by the clerk in accordance with §66.0703, Stats.

9. The assessment against any parcel may be paid in cash or in annual installments the number of which shall be determined at the public hearing on the proposed assessments.






Date adopted: _____

Signed: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Village Clerk



Mapped Features

-  Assessment Area Boundary
-  Parcel to be Assessed
-  Project Location
-  Municipal Boundary
-  Parcel Line



Sources: Calumet County, 2018-20.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

FIGURE 1
2020 STREET URBANIZATION
VILLAGE OF HARRISON
CALUMET COUNTY, WISCONSIN