

NOTICE OF VILLAGE BOARD MEETING

DATE: Tuesday, October 13, 2020
TIME: 6:00 pm
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, October 13, 2020 at 6:00 pm. 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
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. Appointments
 - a) None
7. Unfinished Business from Previous Meetings for Consideration or Action
 - a) None
8. New Business for Consideration or Action
 - a) Ordinance V20-13 Attaching Territory to the Village of Harrison (portions of Lake Pard Rd. and Plank Rd) (Village Manager)
 - b) Disposal of Municipal Property (Oshkosh Plow Truck and F350 Utility Truck) (Village Manager)
 - c) Accept Stormwater Pond Deed Transfer- Woodland Trails (Planner)
 - d) Resolution V2020-13 Short Term Rental Application Fee (Planner)

- e) Kimberly Heights 2 & Kimberly Heights 4 Easement Adjustment & Partial Release (Planner)
- f) Minutes from October 6, 2020 (Clerk-Treasurer)
- g) Discharge of Firearms- David McCormick, State Park Road (Clerk-Treasurer)

9. Future Agenda Items

10. Closed Session

Pursuant to Wis. Stats. §19.85(1)(e), the Board will meet 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 the following development agreement:

Lexington Homes

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.

11. Adjournment

Agenda posted 10/09/2020 and posted at www.harrison-wi.org and Municipal Building lobby.

ORDINANCE NO. V20-13
VILLAGE OF HARRISON
Calumet and Outagamie Counties, Wisconsin

ORDINANCE ATTACHING TERRITORY TO THE VILLAGE OF HARRISON
(PORTIONS OF LAKE PARK RD. AND PLANK RD.)

WHEREAS, the City of Appleton (hereinafter the "City") and the Village of Harrison (hereinafter the "Village") entered into that certain "Intergovernmental Cooperation Agreement between City of Appleton and Village of Harrison Concerning Services" (hereinafter the "Intergovernmental Agreement") on or about June 15, 2020; and

WHEREAS, pursuant to said Intergovernmental Agreement, the City was to detach certain lands by ordinance within sixty (60) days of said Intergovernmental Agreement; and

WHEREAS, also pursuant to said Intergovernmental Agreement, the Village was to attach said detached lands within sixty (60) days of said detachment; and

WHEREAS, the City has apparently complied with Section 5 of said Intergovernmental Agreement, in that the City has petitioned for detachment and the City has adopted and published an ordinance for detachment pursuant to Wis. Stat. §66.0227(2) concerning the below-described lands (hereinafter the "Subject Lands"); with said ordinance being adopted on September 2, 2020 and published on September 7, 2020 in the *Appleton Post Crescent*; and

WHEREAS, it now being apparent that the City has complied with its obligations pursuant to Section 5 of said Intergovernmental Agreement, the Village wishes to comply with its own obligations under said paragraph of said Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Village does hereby ordain, by at least a three-fourths majority of the Village Board, as follows:

1) The below-described Subject Lands are hereby attached to the Village pursuant to Wis. Stat. §66.0227(2).

2) The Subject Lanes are described as follows:

A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin, containing 4.3326 Acres of road right of way and being further described by: Commencing at the East 1/4 corner of said Section 5; Thence South 00°46'05" West 138.05 feet along the East line of the SE 1/4 of said Section 5 to the reference line of C.T.H. "AP" (aka Plank Road) according to State R/W Project Number 4984-01-21 and being the point of beginning; Thence North 60°00'30" East 3.31 feet along said reference line to a reference line for C.T.H. "LP" (aka Lake Park Road); Thence South 00°49'58" West 2,505.09 feet along said reference line for C.T.H.

"LP" (aka Lake Park Road); Thence North 89°10'02" West 50.00 feet to the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 00°49'58" East 2,271.46 feet along the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 05°20'40" West 84.41 feet along the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 43°22'20" West 54.78 feet along the West line of said C.T.H. "LP" (aka Lake Park Road) to the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence South 60°00'30" West 371.72 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence South 62°52'15" West 100.12 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence South 60°00'30" West 731.57 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence Southwesterly 230.50 feet along the arc of curve to the left having a radius of 11,419.16 feet and the chord of which bears South 59°25'48" West 230.50 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence North 00°28'00" East 46.94 feet to said reference line for C.T.H. "AP" (aka Plank Road); Thence Northeasterly 206.70 feet along the arc of a curve to the right having a radius of 11,459.16 feet and the chord of which bears North 59°29'30" East 206.70 feet along said reference line for C.T.H. "AP" (aka Plank Road); Thence North 60°00'30" East 1,340.11 feet along said reference line for C.T.H. "AP" (aka Plank Road) to the point of beginning.

- 3) Population residing within the Subject Land is 0.
- 4) The Subject Lands were previously located within the City of Appleton, Calumet County, Wisconsin; and hereafter shall be located within the Village of Harrison, Calumet County, Wisconsin.
- 5) From and after the date of this ordinance, the Subject Lands shall be a part of Village of Harrison for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the Village of Harrison.
- 6) If any provisions of this ordinance are invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given without the invalid or unconstitutional application.
- 7) This ordinance shall take effect upon its adoption.
- 8) This ordinance shall be published in the *Appleton Post Crescent* and this ordinance along with a certificate and plat shall be filed and recorded in the same manner as annexations under Wis. Stat. §66.0217(9)(a) and the Secretary of Administration is directed to act in compliance with Wis. Stat. §66.0217(9)(b).

This Resolution was adopted by the Village of Harrison Board of Trustees on the 13th day of October, 2020.

Dated _____

Signed _____
Kevin M. Hietpas, Village President

Published _____

Attest _____
Jennifer Weyenberg, Village Clerk

Votes in Favor: _____

Votes Against: _____



REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: August 25, 2020

Common Council Meeting Date: September 2, 2020

Item: Detachment of Territory – Plank Road and Lake Park Road

Case Manager: David Kress, Principal Planner

GENERAL INFORMATION

Owner/Applicant: City of Appleton

Location: Portions of Plank Road and Lake Park Road, generally located north of Midway Road (adjacent to parcels 43290, 43292, and 43812 in the Village of Harrison)

Petitioner's Request: Owner is requesting to detach land from the City of Appleton to the Village of Harrison, pursuant to Section 66.0227 of the Wisconsin State Statutes.

Purpose for Detachment: To carry out a responsibility identified in an Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison.

Population of Such Territory: 0

Detachment Area: 4.3326 acres m/l

BACKGROUND

The subject area was annexed to the City in parts, with annexations approved by Common Council in 1993 (Wisconsin Electric Annexation), 1994 (Lake Park II Annexation), and 2009 (Midway Road / CTH LP Annexation). The land was annexed from the Town of Harrison at that time.

On June 3, 2020 Common Council approved an Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison. The agreement is primarily concerning provision of sewer and water services. The related staff memo and fully executed agreement are attached for reference. Stipulation #5 of the agreement states that the City shall undertake the tasks required for detachment of the subject road right-of-way.

STAFF ANALYSIS

The Community and Economic Development Department staff has reviewed the detachment petition and identifies the following:

- The area proposed for detachment is adjacent to parcels currently located in the Village of

Detachment of Territory – Plank Road and Lake Park Road
August 25, 2020
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Harrison. Adjacent parcels 43290 and 43292, known as the Renn property, were the basis for the Intergovernmental Cooperation Agreement between the City and Village. Detachment of the area in question is consistent with the agreement.

- Currently, the subject area consists of existing road right-of-way. The City has installed sewer and water infrastructure within this right-of-way. Provision of sewer and water service to the adjacent Renn property is covered in the Intergovernmental Cooperation Agreement.
- In this area, the proposed detachment would result in roughly half of the existing Plank Road and Lake Park Road right-of-way being located in the Village of Harrison. The area north of the Plank Road centerline and east of the Lake Park Road centerline would remain in the City.
- After detachment, the existing zoning district boundary lines would be shifted to the centerline of the road right-of-way to account for the change in municipal boundaries. A small area of R-1B Single-Family District at the southwest corner of Plank Road and Lake Park Road would be removed completely.
- The detachment of territory is governed by Section 66.0227(2) of State Statutes. This statute indicates that if Common Council approves the detachment as proposed, the Village must then adopt an ordinance accepting the territory within 60 days after enactment.

Surrounding Zoning Classification and Land Uses:

North: PD/R-3 Planned Development Multi-Family District and C-2 General Commercial District. The adjacent land uses to the north are currently a mix of multi-family residential and commercial uses.

South: Village of Harrison. The adjacent land uses to the south are currently agricultural.

East: AG Agricultural District, R-1A Single-Family District, PD/R-3 Planned Development Multi-Family District, and R-3 Multi-Family District. The adjacent land uses to the east are currently a mix of residential and agricultural uses.

West: Village of Harrison. The adjacent land uses to the west are currently agricultural.

Appleton Comprehensive Plan 2010-2030: The City of Appleton *Comprehensive Plan 2010-2030* identifies this area with future One and Two-Family Residential and Mixed Use designations. The proposed detachment is consistent with the following objective and policy of the *Comprehensive Plan 2010-2030*.

OBJECTIVE 11.1 Intergovernmental Cooperation:

Maintain a positive relationship with local area governments to foster collaboration on issues of mutual concern.

Policy 11.1.1 Ensure continued discussion between Appleton and neighboring municipalities and

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counties, including both elected officials and department staff. Continue to partner with Outagamie, Winnebago, and Calumet counties to serve City residents in an efficient manner.

Technical Review Group (TRG) Report: This item appeared on the August 4, 2020 Technical Review Group agenda. No negative comments were received from participating departments.

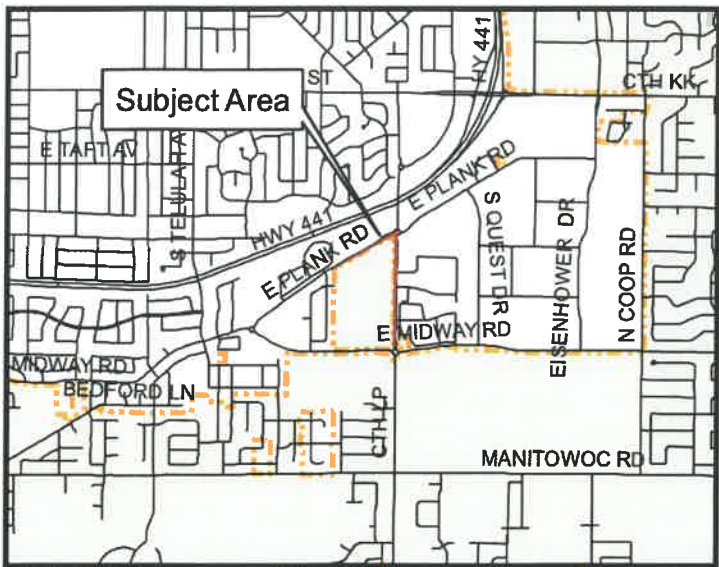
FUTURE ACTIONS

If Common Council approves the detachment as proposed, the Village must then adopt an ordinance for attachment of said lands within 60 days, pursuant to Section 66.0227(2) of State Statutes. The anticipated timeline for completion of the City's tasks has been shared with Village representatives.

RECOMMENDATION

Staff recommends that the detachment of territory from the City of Appleton to the Village of Harrison, for the parts of Plank Road and Lake Park Road described in the attached petition and shown on the attached maps, **BE APPROVED.**

Detachment of Territory
City of Appleton to Village of Harrison
Plank Road and Lake Park Road
Zoning Map



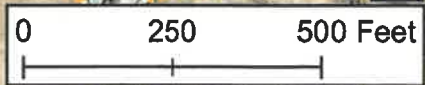
Detachment of Territory
City of Appleton to Village of Harrison
Plank Road and Lake Park Road
Aerial Map



Subject Area



City Plan Commission
8-25-20



**PETITION FOR DETACHMENT OF LAND FROM THE CITY OF APPLETON
TO THE VILLAGE OF HARRISON**

The undersigned, representing all owners of the land lying within the area described below and shown on the attached scale map, in accordance with s. 66.0227 Wis. Stats., petition to detach said land from the City of Appleton, Calumet County, Wisconsin to the Village of Harrison, Calumet County, Wisconsin, to-wit:

A part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) and the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin, containing 4.3326 Acres of road right of way and being further described by:

Commencing at the East ¼ corner of said Section 5;

Thence South 00°46'05" West 138.05 feet along the East line of the SE ¼ of said Section 5 to the reference line of C.T.H. "AP" (aka Plank Road) according to State R/W Project Number 4984-01-21 and being the point of beginning;

Thence North 60°00'30" East 3.31 feet along said reference line to a reference line for C.T.H. "LP" (aka Lake Park Road);

Thence South 00°49'58" West 2,505.09 feet along said reference line for C.T.H. "LP" (aka Lake Park Road);

Thence North 89°10'02" West 50.00 feet to the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 00°49'58" East 2,271.46 feet along the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 05°20'40" West 84.41 feet along the West line of said C.T.H. "LP" (aka Lake Park Road);

Thence North 43°22'20" West 54.78 feet along the West line of said C.T.H. "LP" (aka Lake Park Road) to the Southeasterly line of C.T.H. "AP" (aka Plank Road);

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Thence North 60°00'30" East 1,340.11 feet along said reference line for C.T.H. "AP" (aka Plank Road) to the point of beginning.

Area of land (public right-of-way) to be detached contains 4.3326 acres m/l.

The current population of such territory is 0.

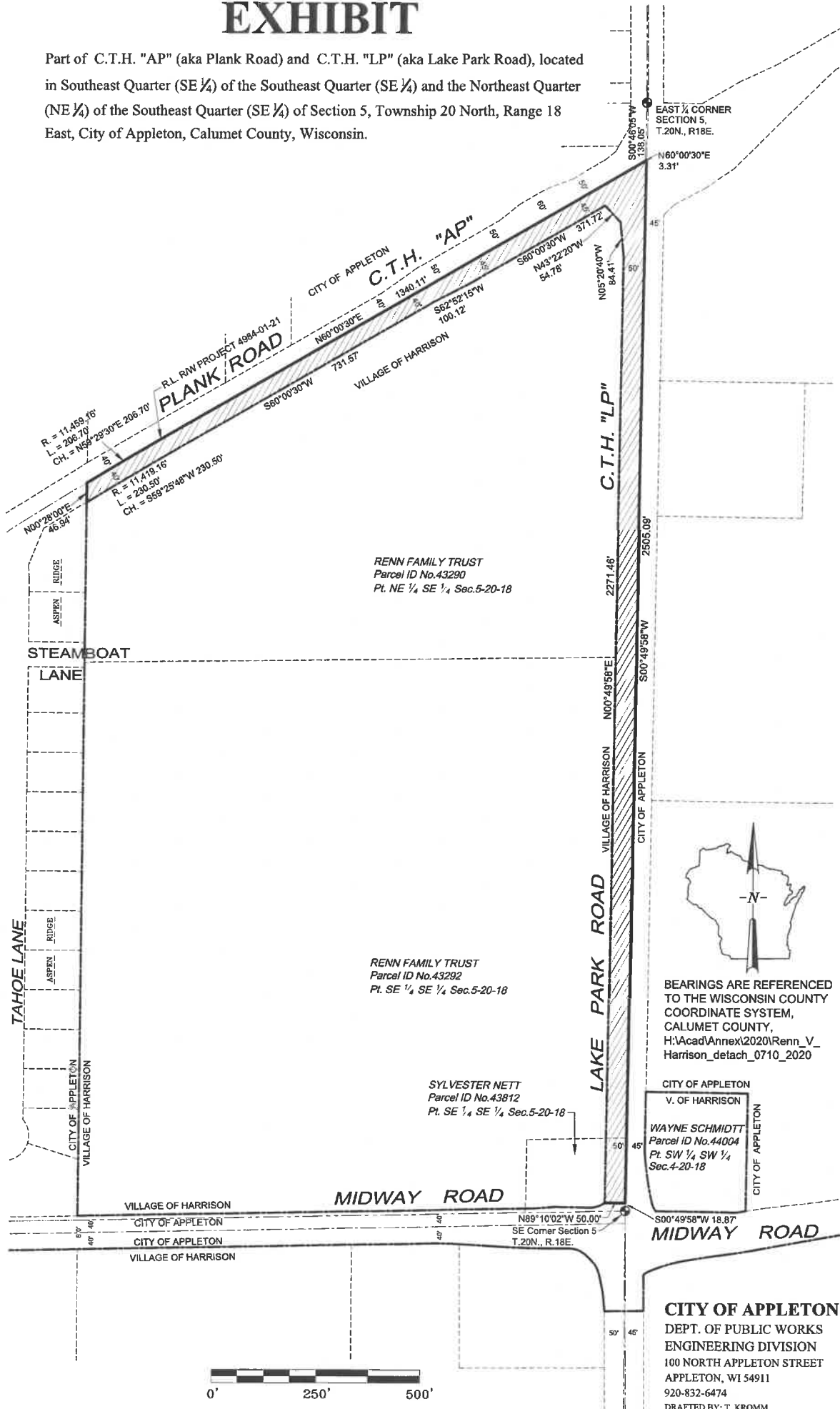
Dated the 5th day of August, 2020.



Jacob A. Woodford, Mayor, City of Appleton

EXHIBIT

Part of C.T.H. "AP" (aka Plank Road) and C.T.H. "LP" (aka Lake Park Road), located in Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin.



RENN FAMILY TRUST
Parcel ID No.43290
Pt. NE 1/4 SE 1/4 Sec.5-20-18

RENN FAMILY TRUST
Parcel ID No.43292
Pt. SE 1/4 SE 1/4 Sec.5-20-18

SYLVESTER NETT
Parcel ID No.43812
Pt. SE 1/4 SE 1/4 Sec.5-20-18

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, CALUMET COUNTY, H:\Acad\Annex\2020\Renn_V_Harrison_detach_0710_2020

CITY OF APPLETON
V. OF HARRISON
WAYNE SCHMIDT
Parcel ID No.44004
Pt. SW 1/4 SW 1/4 Sec.4-20-18

CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474
DRAFTED BY: T. KROMM



MEMO

TO: Finance Committee

FROM: Paula Vandehey, Director of Public Works *PV*

DATE: May 28, 2020

SUBJECT: Request to approve Intergovernmental Cooperation Agreement between the City of Appleton and Village of Harrison concerning services.

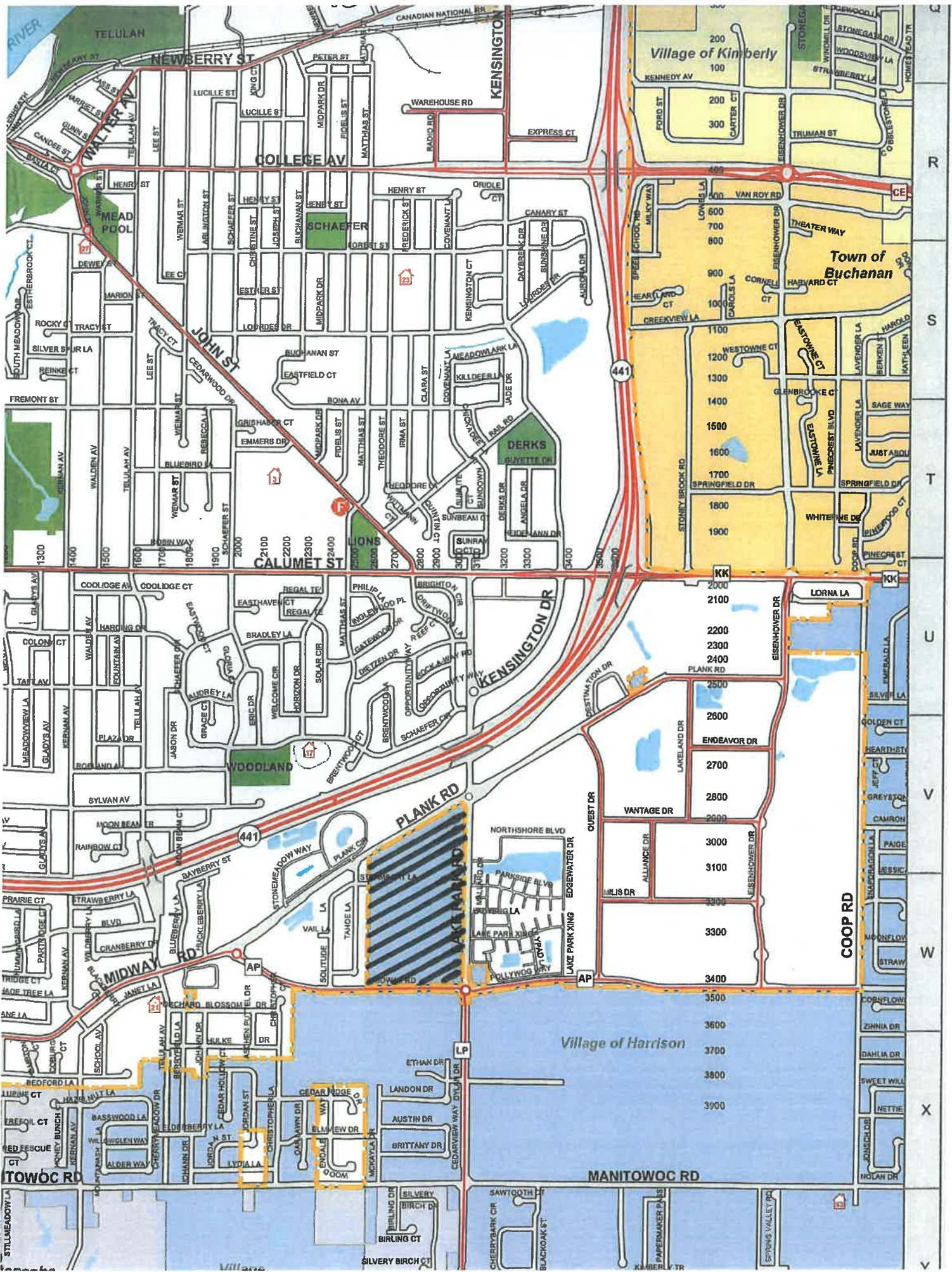
The parcel of property shown on the attached map between Plank Road and Midway Road is known as the Renn Farm. This land has been in the City of Appleton's Sewer Service Area for over 25 years, and the City has installed sewer and water infrastructure on three sides of this property.

In 2020 the Village of Harrison requested to East Central Regional Planning Commission that the Renn Farm parcel be removed from the City of Appleton's Sewer Service Area and added into the Grand Chute-Menasha West Sewer Service Area. At their March 11, 2020 meeting, the Commission directed the Communities to work together to find common ground so that this property could develop in the most efficient manner possible. If the Communities did not come to a mutual agreement, then the Commission would make a determination on whether the Sewer Service Area is amended.

After several meetings and iterations, the Communities have come to the proposed Intergovernmental Cooperation Agreement attached. Both City staff and Village staff support the agreement as outlined. On May 26, 2020 the Village Board unanimously approved the agreement contingent upon Appleton Common Council approval.

Staff recommends the Common Council APPROVE entering the intergovernmental cooperation agreement with the Village of Harrison concerning services.

Attachments



**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
CITY OF APPLETON AND VILLAGE OF HARRISON CONCERNING SERVICES**

The Parties to this Intergovernmental Cooperation Agreement (hereinafter the "Agreement") are the City of Appleton (hereinafter the "City") and the Village of Harrison (hereinafter the "Village").

RECITALS

WHEREAS, tax parcel 43290, consisting of approximately 21.41 acres and tax parcel 43292, consisting of approximately 37.72 acres (collectively the "Renn Property") are currently located within the Village and are presently undeveloped; and,

WHEREAS, there is currently no sewer or water service to the Renn Property; and,

WHEREAS, although the Renn Property is currently located within the Village, the Wisconsin Department of Natural Resources (hereinafter "DNR") through its affiliate, the East Central Wisconsin Regional Planning Commission (hereinafter "ECWRPC"), have assigned the Renn Property to the City's Sewer Service Area (hereinafter "SSA"); and,

WHEREAS, prior to this Agreement, the City installed sewer and water infrastructure in the streets adjacent to the Renn Property; and,

WHEREAS, in order for the Village's wholly-owned utility to provide sewer and water service to the Renn Property, the DNR would have to reassign the Renn Property to the Village's SSA; and,

WHEREAS, the Executive Director of ECWRPA has indicated his unwillingness to support reassignment of SSA to the Renn Property without an agreement of the parties; and,

WHEREAS, accordingly, the Village must either enter into an agreement with the City or apply to the DNR for a contested case hearing on the issue of reassignment of SSA to the Renn Property; and,

WHEREAS, the parties hereto opt to settle this dispute amicably in a way that is beneficial to all parties without the probable need to engage in a contested case hearing before the DNR.

WHEREAS, the Village is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as Harrison Utilities and the City of Appleton is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as the City of Appleton Utilities.

NOW THEREFORE, the parties agree as follows:

1. The statutory authority for this Agreement is under Wis. Stat. §66.0301(1) – (5).
2. The City agrees to provide sewer and water service to the Renn Property on terms identical to its provision of sewer and water service to other areas of the City, subject to the exceptions contained herein.
3. If the Renn Property is subdivided or developed, the City agrees to provide sewer and water service to the Renn Property on each existing or created parcel on the same terms as above.
4. In exchange for the foregoing, the Village agrees to refrain from petitioning ECWRPC or the DNR for the reassignment of SSA from the City to the Village forever.
5. Within 60 days of this Agreement, the City shall begin the process to detach the following stretches of roadway from its incorporated City boundaries, from the centerline of said road to the Village limits, said stretches shall thereafter be attached to the Village. As “owner” of the lands under said areas to be detached, the City shall undertake the tasks required for detachment identified in Wis. Stat. §66.0227 (1); and thereafter as soon as reasonably possible and practical adopt an ordinance for detachment pursuant to Wis. Stat. §66.0227 (2); thereafter, within 60 days, the Village shall adopt an ordinance for attachment of said lands pursuant to Wis. Stat. §66.0227 (2).
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane.
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd.
6. The Village shall pay the City, in six yearly installments, half the cost of the storm sewer, paving, grade and gravel, and temporary asphalt paving for the following roads once the portions of those roads up to the centerline (adjacent to the Renn property) have been detached from the City and attached to the Village:
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane. (\$217,523.00) (Storm Sewer \$49,401; Paving \$140,054; Grade & Gravel \$28,068).
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd. (\$467,068.50) (Storm Sewer \$66,055; Paving \$349,042; Grade & Gravel \$36,677.50; Temporary Asphalt \$15,294).
7. Payment of the \$684,591.50 referenced above shall be made in 6 installments; the first installment of \$114,098.50 shall be due on or about the 31st date after the second detachment ordinance is adopted (provided no petition for referendum is filed within 30 days pursuant to Wis. Stat. §66.0227 (3)). The subsequent five installments shall be due on January 31 of 2021, 2022, 2023, 2024, and 2025.

8. The Village agrees to pay half the cost of the sewer and water infrastructure used by any future development on the Renn Property north of Midway Rd. based upon the connection points into the City's systems. Any such payments shall be due prior to connection to City infrastructure. If the development connects to the sewer or water system on Lake Park Road, then the Village would be required to pay \$79,266 (half the cost of the sewer and water infrastructure on Lake Park Road). If the development connects to the sewer and water system on Plank Road, then the Village would be required to pay \$57,619 (half the cost of the sewer and water infrastructure on Plank Road). If the development connects to the sewer and water infrastructure on Midway Road, then the Village would be required to pay \$58,165 (half the cost of the sewer and water on Midway Road). Neither the subject developer(s) nor any end lot users will have to pay any additional connection fees for any sub connections to the City's infrastructure, provided there are no additional direct connections to City infrastructure.

9. The City agrees not to charge any fees, connection or otherwise, for infrastructure that the Village has reimbursed the City for.

10. The Village agrees that all stormwater management associated with any future development of the Renn property shall be treated on-site before being discharged into the City's system. The stormwater management plan shall be reviewed by the City of Appleton staff for compliance with City ordinances before it is approved by the Village. If the City determines that the plan does not comply with their ordinances regarding stormwater management, then the City must give written correspondence to the Village stating what standards are not met and possible remedies to become compliant. If the City denies access to its storm sewer system from the Renn property for any reason, the Village is not responsible for any payment for storm sewers and any payment already received by the City for storm sewer infrastructure shall be refunded to the Village.

11. The Village agrees to prohibit any industrial or light industrial uses (including personal storage units) on the Renn Property provided that the property has access to public sewer and public water.

12. The City and Village shall mutually agree on the development concept prior to approval of any connections to City infrastructure; however the City may not unreasonably hinder, delay, or deny any such proposal if it is in compliance with this Agreement.

13. The City agrees not to discriminate against the current or future owners of all or any portion of the Renn Property in the terms or conditions of its provision of sewer and water service to the Renn Property and the rates charged by the City shall be consistent to the rates charged to other sewer customers of the City and the rates charged by the City for water shall be in accordance with rates approved by the Wisconsin Public Service Commission.

14. The Village shall assist the City in administering and enforcing the City's sewer use ordinance and water use ordinance, if any, by adopting said ordinances into its own code, as updated from time to time, to be applicable to the Renn Property, and by enforcing actions for violations thereof as necessary and as requested by the City from time to time.

15. The Village shall assist the City in its efforts to collect unpaid sewer and/or water bills from current or future owners of the Renn Property by certifying unpaid sewer and/or water bills to the Calumet County Clerk for placement on said property owners' tax bills as special charges, or as otherwise agreed by the parties to further the purposes of this Agreement.

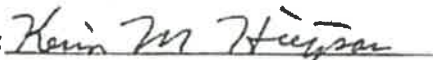
Dated: 6/15/2020

Dated: 6-8-2020

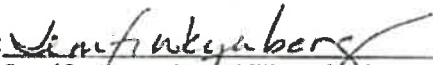
CITY OF APPLETON

VILLAGE OF HARRISON

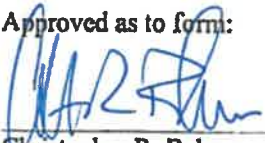
By: 
Jacob A. Woodford, Mayor

By: 
Kevin M. Hictpas, Village President

By: 
Kami Lynch, City Clerk

By: 
Jennifer Weyenberg, Village Clerk

Approved as to form:


Christopher R. Behrens, City Attorney

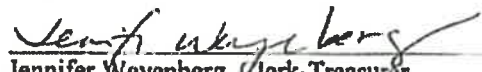
Approved as to form:


Andrew J. Rossmeissl, Village Attorney

Provision has been made to pay the liability that will accrue under this contract.

Provision has been made to pay the liability that will accrue under this contract.


Anthony D. Saucerman, Finance Director


Jennifer Weyenberg, Clerk-Treasurer

Document Number

**Ordinance Attaching Territory to the
Village of Harrison
Title of Document**

The attached Ordinance Attaching Territory to the Village of Harrison affects lands formerly located in the City of Appleton, Calumet County, Wisconsin; and hereafter located within the Village of Harrison, Calumet County, Wisconsin, and described as follows:

A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 North, Range 18 East, City of Appleton, Calumet County, Wisconsin, containing 4.3326 Acres of road right of way and being further described by: Commencing at the East 1/4 corner of said Section 5; Thence South 00°46'05" West 138.05 feet along the East line of the SE 1/4 of said Section 5 to the reference line of C.T.H. "AP" (aka Plank Road) according to State R/W Project Number 4984-01-21 and being the point of beginning; Thence North 60°00'30" East 3.31 feet along said reference line to a reference line for C.T.H. "LP" (aka Lake Park Road); Thence South 00°49'58" West 2,505.09 feet along said reference line for C.T.H. "LP" (aka Lake Park Road); Thence North 89°10'02" West 50.00 feet to the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 00°49'58" East 2,271.46 feet along the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 05°20'40" West 84.41 feet along the West line of said C.T.H. "LP" (aka Lake Park Road); Thence North 43°22'20" West 54.78 feet along the West line of said C.T.H. "LP" (aka Lake Park Road) to the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence South 60°00'30" West 371.72 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence South 62°52'15" West 100.12 feet along the Southeasterly line of C.T.H.

"AP" (aka Plank Road); Thence South 60°00'30" West 731.57 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence Southwesterly 230.50 feet along the arc of curve to the left having a radius of 11,419.16 feet and the chord of which bears South 59°25'48" West 230.50 feet along the Southeasterly line of C.T.H. "AP" (aka Plank Road); Thence North 00°28'00" East 46.94 feet to said reference line for C.T.H. "AP" (aka Plank Road); Thence Northeasterly 206.70 feet along the arc of a curve to the right having a radius of 11,459.16 feet and the chord of which bears North 59°29'30" East 206.70 feet along said reference line for C.T.H. "AP" (aka Plank Road); Thence North 60°00'30" East 1,340.11 feet along said reference line for C.T.H. "AP" (aka Plank Road) to the point of beginning.

DRAFTED BY:
Andrew J. Rossmeissl
Herrling Clark Law Firm Ltd.
800 N. Lynndale Drive
Appleton, WI 54914
920-882-3219

Recording Area

Name and Return Address
Attorney Andrew J. Rossmeissl
800 N. Lynndale Drive
Appleton, WI 54914

N/A
Parcel Identification Number (PIN)

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

October 13, 2020

Title:

Accepting Stormwater Pond Deed Transfer for Woodland Trails

Issue:

Should the Village Board accept the deed transfer of lands associated with the stormwater pond and road ROW for Woodland Trails subdivision?

Background and Additional Information:

It is the Village's policy to accept stormwater management ponds for maintenance purposes to ensure they operate properly. Typically, a developer will plat a subdivision, construct the stormwater pond, then deed the pond to the Village, including the pond infrastructure and the land. The developer of the Woodland Trails subdivision is requesting the Village take ownership of the stormwater pond. The property is described as Lot 66 of Woodland Trails Subdivision.

The developer is also requesting the Village take ownership of a strip of land used for road right-of-way (ROW) for Spring Valley Road as it intersects Manitowoc Road. The property is described as Outlot 6 of Woodland Trails II Subdivision.

Budget Impacts:

None.

Recommended Action:

Staff recommends approval of the Warranty Deed for Lot 66 of Woodland Trails Subdivision and Outlot 6 of Woodland Trails II Subdivision.

Attachments:

- Aerial Map

Calumet County, WI

Legend

- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hook
- PLS Section
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Local Roads
- Municipal Streets
- Trail
- Railroad

- Color 2018
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

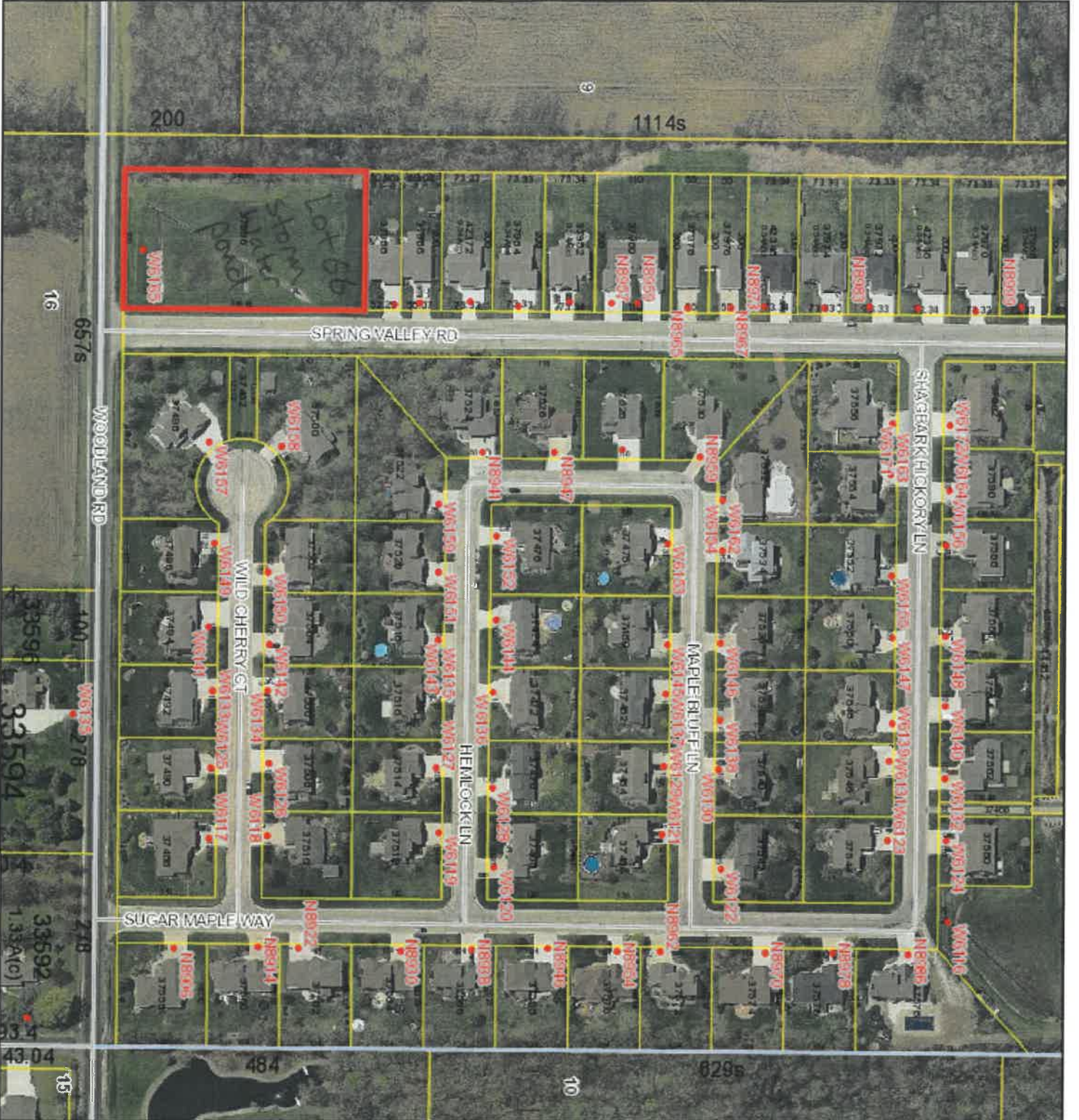


DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Author: Date Printed: 10/7/20 11:58 AM Sources:	
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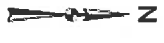
Calumet County, WI



Legend


- Address Point
- County Boundary
- Wisconsin Water
- Unincorporated Community
- Town Boundary
- Point of Interest
- Parcel Boundary
- Property Hook
- PLSS Section
- State Parks
- County Parks
- Lake
- River and Stream
- Major Roads
- Local Roads
- Municipal Streets
- Trail
- Railroad

Color 2018
 Red: Band_1
 Green: Band_2
 Blue: Band_3



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

Author:	
Data Printed:	10/27/20 11:57 AM
Sources:	
	

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

October 13, 2020

Title:

Resolution V2020-13 – Short Term Rental Fee

Issue:

Should the Village Board approve an application fee for Short Term Rentals?

Background and Additional Information:

At the last meeting, the Village Board adopted Ordinance V20-12 – Short Term Rentals. As part of the ordinance, a short term rental property must submit an application and application fee for a short term rental permit.

Resolution V2020-13 establishes the short term rental permit fee at \$200 for a new permit and renewal permit. The proposed fee will cover staff time to review the application, provide addresses to the applicant, and inspections.

The Board may consider an alternative fee amount.

Budget Impacts:

None.

Recommended Action:

Staff recommends approval of the short term rental permit fee.

Attachments:

- Short Term Rental Application
- Resolution V2020-13



Village of Harrison

W5298 Hwy 114
Menasha, WI 54952
Phone: 920-989-1062

SHORT TERM RENTAL APPLICATION

Landowner Information			
Name (Organization or Entity)		Contact Person	Title
Mailing Address		City	State Postal Code
E-mail Address		Telephone (include area code)	Fax (include area code)

Project or Site Location			
Site Address / Location:		Location ID(s):	Plat / CSM / Lot No.:
Quarter: <input type="checkbox"/> NW <input type="checkbox"/> NE <input type="checkbox"/> SW <input type="checkbox"/> SE	Section:	Township: N	Range: E
Legal Description:			
Current Zoning:		Current Use:	
Lot Dimensions: Front:	Side:	Rear:	Side: Lot Area: <input type="checkbox"/> acres or <input type="checkbox"/> square feet

Project Information and Required Submittals (attach separate document if needed)	
I certify the following: (Please check and initial)	
<input type="checkbox"/> I am the owner of the property being rented. _____(initial)	<input type="checkbox"/> All guests will be notified of Village noise regulations. _____(initial)
<input type="checkbox"/> This property is my primary residence. _____(initial)	<input type="checkbox"/> Guests will not stay for more than 30 consecutive days. _____(initial)
<input type="checkbox"/> All applicable room taxes will be paid. _____(initial)	<input type="checkbox"/> No meals will be provided to guests. _____(initial)
	<input type="checkbox"/> Proof of insurance. _____(initial)

Rental Information (attach separate document if needed)	
1. Number of bedrooms in your house to be rented? _____	
2. Approximately how many days do you plan on renting out your property per calendar year (Jan 1-Dec 31)? _____	
3. Maximum number of occupants? _____	
4. How do you intend to rent your house?	
<input type="checkbox"/> Rent entire house to guest(s).	
<input type="checkbox"/> Rent individual room(s) to guest(s).	
<input type="checkbox"/> Both.	

Notification of Surrounding Properties: (Please check and initial)	
<input type="checkbox"/> I certify that I notified all residents (property owners and/or tenants) within 200 feet of the proposed short term rental property. _____(initial)	

Fee: (New & Renewal)	Permit Type
<input type="checkbox"/> \$200	<input type="checkbox"/> New Permit <input type="checkbox"/> Annual Permit Renewal

Certification & Permission	
Certification: I hereby certify that I am the landowner of the property which is the subject of this Application. I certify that the information contained in this form and attachments is true and accurate. I understand that failure to comply with any or all of the provisions of the ordinances and/or permit may result in notices, fines / forfeitures, stop work orders, permit revocation and cease & desist orders.	
Permission: As landowner of the property, I hereby give the permit authority permission to enter and inspect the property to evaluate this application, to determine compliance with the ordinances and to perform corrective actions after issuing proper notice to the landowner.	
Landowner Signature (required)	Date Signed

LEAVE BLANK – FOR MUNICIPAL USE ONLY			Inspections:
Date Complete Application Received:	Permit No.:	Date Approved:	

Copy of Approved/Completed Permit:

Sheriff Dept. Fire Dept. Building Inspector Clerk

Ordinance V20-12. Short Term Rentals.

Intent.

It is the intent of this chapter to protect the public health, safety and general welfare of individuals in the community at large; to monitor and provide reasonable means for citizens to mitigate impacts created by short term rental dwelling units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the Village's neighborhoods.

Standards.

All short-term rental properties shall conform to the following standards:

- (1) There shall be at least two designated off-street parking spots on the short-term rental property for guests.
- (2) All short-term rental property owners or guests must abide by the noise regulations.
- (3) The owner(s) of the property is the only individual(s) allowed to rent out the short-term rental property. Third-party property management companies are strictly forbidden.
- (4) There shall be a limit of two people per bedroom and two additional people. In no case shall a short-term rental dwelling unit exceed ten individuals.
- (5) Guests are not permitted to stay at a short-term rental property for more than 30 consecutive days.
- (6) No recreational vehicles (RVs), campers, tents, or other temporary lodging arrangements shall be permitted on site as a means of providing additional accommodations for paying guests or the owner of the property.
- (7) The owner(s) of the property must obtain a short-term rental permit before any rentals are allowed.
- (8) The short-term rental property shall be the primary residence of the applicant.
- (9) The owner(s) of the short-term rental property is responsible for all applicable lodging and room taxes.
- (10) Providing meals to guests is prohibited.
- (11) A short-term rental property may be rented up to 180 days within a calendar year.
- (12) Owner to present proof of insurance at time of application.

Permit procedure.

The procedure to obtain a short-term rental permit consist of:

- (1) Applicant shall apply for the permit through the Village Planning office. The Village Planner shall review the proposed short-term rental application with the applicant to determine conformance to the required standards.
- (2) Applicant shall be given addresses of all residents (property owners and/or tenants) within 200 feet of the proposed short-term rental property. It is the applicant's responsibility to notify all residents listed and provide evidence to the Village Planner that they have been informed of the proposed short term rental property and the standards for short term rentals set forth in this article.
- (3) Should the Village Planner determine that the proposed short-term rental property complies with the established standards, a short-term rental permit shall be issued upon payment of a permit fee established by the Village Board.
- (4) Should the Village Planner determine that the proposal does not conform to the established standards or the applicant has not made a good faith effort to contact and inform the neighboring residents, the proposed short term rental property may be denied. In such case, the applicant may petition the Board of Appeals for a public hearing, at which time the Board of Appeals may grant or reject the short-term rental request. A fee, as established by the Village Board, shall be charged to the applicant if such hearing is requested.
- (5) Short term rental permits shall expire one year after issuance and, once granted, may be renewed subject to the provisions of this section by completing a renewal form available from the Village Planning Department and by paying an annual permit fee established by the Village Board. Failure to apply in a timely manner for renewal, and/or failure to pay the annual permit fee, shall be grounds for revocation.

Special provisions.

Special provisions for short term rental properties are as follows:

- (1) Short term rental permits, once granted, may be revoked by the Village Planner or other authorized agent of the Village for cause. Complaints seeking the revocation of such permit shall be filed with the Village Planner. All such revocation hearings shall be conducted in accordance with the requirements for a short-term rental application hearing.
- (2) Should a short term rental permit holder die or move to a new location, the existing permit shall automatically be terminated; except, that in the case of death, should a surviving spouse or child, residing at the same address, desire to continue the short term rental, written notice to that effect shall be given to the Village Planner for consideration to authorize continuation of that permit.

Inspection.

- (1) There may be one annual inspection each year by the Village Planner or authorized designee. The Village Planning Department or authorized designee shall have the right at any time, upon reasonable request, to enter and inspect the premises for safety and compliance purposes.

RESOLUTION V2020-13
VILLAGE OF HARRISON
Calumet and Outagamie Counties

RESOLUTION CREATING A SHORT TERM RENTAL APPLICATION FEE

WHEREAS, under the Municipal Code, the Village Board has the authority to establish fees and charges; and

WHEREAS, the Village created a Short Term Rental Ordinance and permit fee.

NOW THEREFORE, the Village of Harrison hereby establishes the Short Term Rental permit application fee to be \$200.

Adopted by the Board of Trustees of the Village of Harrison this 13th day of October, 2020.

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Clerk

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

October 13, 2020

Title:

Kimberly Heights 2 & Kimberly Heights 4 Easement Adjustment and Partial Release

Issue:

Should the Village Board approve an easement adjustment and easement partial release between the Kimberly Heights 2 and Kimberly Heights 4 subdivisions?

Background and Additional Information:

A change to the drainage easement between the Kimberly Heights 2 and Kimberly Heights 4 subdivisions is being proposed. Currently, there is a 30-foot drainage easement entirely on the south side of the Kimberly Heights 2 plat and no easement on the Kimberly Heights 4 plat. The property lines along south side of Kimberly Heights 2 are shared with the property lines along the north side of Kimberly Heights 4.

The proposal is to shift the easement south 15-feet so that there is a 15-foot easement on the properties in Kimberly Heights 2 and 15-feet on the properties in Kimberly Heights 4. The total easement with will remain at 30-feet, as required by Village standards.

The Storm Sewer & Drainage Easement document will add a 15-foot easement to the north side of the properties in the Kimberly Heights 4 subdivision. The Partial Release of Easement will reduce the easement to 15-feet on the south side of the properties in the Kimberly Heights 2 subdivision.

Budget Impacts:

None.

Recommended Action:

Staff recommends approval of the easement documents.

Attachments:

- Storm Sewer & Drainage Easement (Kimberly Heights 4)
- Partial Release of Easement (Kimberly Heights 2)

STORM SEWER & DRAINAGE EASEMENT

Document Number

This EASEMENT, made between

Dercks DeWitt II, LLC

GRANTORS

and

The Village of Harrison,
GRANTEE

GRANTORS conveys to GRANTEE, their heirs, successors and assigns, for good and valuable consideration, receipt of which is acknowledged, the following described 15' STORM SEWER & DRAINAGE EASEMENT in Calumet County, Wisconsin.

Said GRANTORS conveys to said GRANTEE a 15' STORM SEWER & DRAINAGE EASEMENT, being part of Lots 116, 117, 118, 119, 120 & 121, Kimberly Heights 4, being located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, described as follows:

The North 15.00 feet Lots 116, 117, 118, 119, 120 & 121, Kimberly Heights 4, being located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin

The Easement Property described in this Agreement shall be used for public purposes benefiting the Grantor's Property, neighboring properties, and the Grantee's municipal storm water management system. This easement allows the continued maintenance of storm water drainage pipes and appurtenances which are incorporated into the Grantee's municipal storm water management system.

Said 15' STORM SEWER & DRAINAGE EASEMENT is subject to the following conditions:

ACCESS RIGHTS: Grantee shall have the right to access and use the Easement Property for its municipal storm water management system. In addition to accessing the Easement Property from the adjoining public right-of-way, Grantee will have the limited right to access the Easement Property through certain other parts of the Grantor's Property, specifically by using the driveways or parking areas of Grantor's property, provided such access is not intrusive or materially disruptive to Grantor's property and such access will minimize or prevent unnecessary damage or disruption of the use of the surface of the Easement Property. Grantee's access through any driveways, if needed, shall not result in the blockage of material obstruction of these areas without permission from the Grantor.

MAINTENANCE: Grantee shall be responsible for maintaining, repairing, and replacing its municipal storm water management system facilities located on the Easement Property. Grantor shall be responsible for maintaining and repairing the surface of the Easement Property. Grantee shall notify Grantor no less than five (5) business days prior to performing any work on the Easement Property. In the event of an emergency, Grantee will not be required to provide notice to the Grantor prior to performing the required work, but will provide notice to the Grantor within two business days of any work being performed. The Parties agree to work together to minimize the effects of any maintenance or repairs that will disrupt the use of any parking area, driveway or other commonly used improvement. In the event that the surface of the Easement Property is damaged during Grantee's maintenance or repair activities, then the Grantee shall repair any hard surfaces to a condition substantially similar to the condition before the damage, and shall also grade and seed any grass areas disrupted or damaged by the Grantee's use of the Easement Property.

INTERFERENCE WITH EASEMENT: Prohibited structures or improvements in the Easement Property include, but are not limited to, temporary or permanent building structures, parking areas, sheds, vegetation except grass, landscaping or fences unless otherwise approved in writing by the Village Planner and/or Director of Public Works. Grantor shall promptly remove any objects, materials, or structures which are not approved, or which impede the Grantee's access and/or use of the Easement Property, or which limit the capacity of the Grantee's storm water management system. If Grantor fails to remove these materials or objects, Grantee may remove them at Grantor's expense. The Grantor shall take reasonable steps to prevent third parties from interfering in any way with the Grantee's use of this easement.

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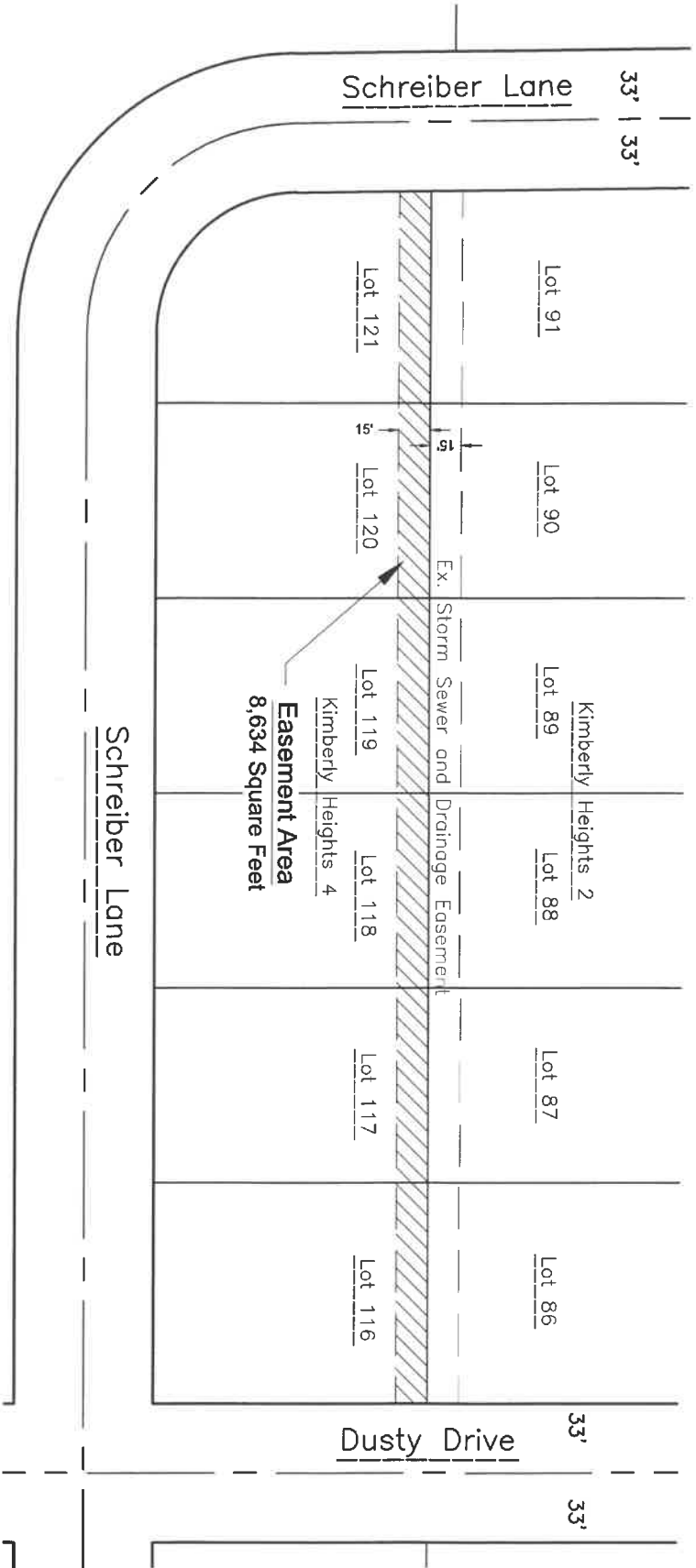
Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, Wisconsin 54952

45316; 45318; 45320; 45322; 45324 & 45326

Parcel Identification Number(s)

Exhibit A

Part of Lots 116, 117, 118, 119, 120 & 121, Kimberly Heights 4 being located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro

Kimberly Heights 4

All of Lot 2 Certified Survey Map 3685 and all of Lot 2 Certified Survey Map 3786, located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Surveyor's Certificate

I, James R. Schell, professional land surveyor, hereby certify that in full compliance with the provisions of Chapter 235 of the Wisconsin Statutes and the subdivision regulations of the Village of Harrison, and under the direction of Darco Dwell LLC, owner of said land, I have surveyed and mapped Kimberly Heights 4, that such plot correctly represents all exterior boundaries and the subdivisions of the land surveyed; and that this land is all of Lot 2 Certified Survey Map 3685 and all of Lot 2 Certified Survey Map 3786, being part of the Southeast 1/4 of the Southwest 1/4, Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 730,753 Square Feet (16,532 Acres) of land, subject to all assessments and restrictions of record.

Given under my hand this 18 day of MAY, 2020.


James R. Schell, Notary Public, Wisconsin No. S-2892

Owner's Certificate

Darco Dwell LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this plot to be surveyed, divided, mapped and dedicated as represented on this plot.

Darco Dwell LLC, does further certify this plot is required by s.235.19 or s.235.17 to be submitted to the following for approval or objection:

Village of Harrison Planning and Zoning Committee
Calumet County Resource Department
Department of Administration

IN WITNESS WHEREOF, the said Darco Dwell LLC, has caused these presents to

be signed by its authorized representative, located at Calumet, Wisconsin

on the 26 day of May, 2020.

In the Presence of: Darco Dwell LLC


Tom Darco, President



State of Wisconsin
Calumet County

Personally came before me this 26 day of May, 2020

the above named to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 My commission expires 8/10/2023
Notary Public, Wisconsin

Village Board Approval Certificate

Resolved, that the plot of Kimberly Heights 4 in the Village of Harrison, Calumet County, Darco Dwell LLC, is hereby approved by the Village Board of the Village of Harrison.


Chairman 5/27/20
Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Harrison


Clerk 5/28/20
Date

Treasurer's Certificate

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


Treasurer 5/28/20
Date


Treasurer 6/12/20
Date

Utility Easement Provisions

An easement for electric, natural gas, public utilities and communications service is hereby granted by

Darco Dwell LLC, grantor

to:

Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as
We Energies, Grantor,
SBC, Grantor
Darby Sanitary District, Grantor
Village of Harrison, Grantor
and
Trent Water & Cable, Grantor

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 Areas" 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, basins, or on adjacent lots; also the right to turn on or cut down lines, brach and rods 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 Grantee agrees to restore or cause to be restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restriction, however, does not apply to the installation of self-energized and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any lines, brach or rods which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee facilities or, upon or over the property within the lines named "Utility Easement Areas" without the prior written consent of Grantee. 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 grantor.

The grant of easement shall be binding upon and issue to the benefit of the heirs, successors and assigns of all parties hereto.

Darco Dwell LLC


Darco Dwell LLC
Tom Darco, Managing Member


Date

Mortgagee's Certificate

Bank of Kewaunee, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plot, and does hereby consent to the above certificate of Darco Dwell LLC, owner.

IN WITNESS WHEREOF, the said Bank of Kewaunee has caused these presents to be signed by

Robert J. Mielinski, its President, and countersigned by

Thomas J. Mielinski, its Secretary or Cashier, at Kewaunee, Wisconsin, and its corporate seal

to be heretofore affixed this 10 day of June, 2020.


President


Secretary or Cashier 6-10-2020
Date

State of Wisconsin

Dodge County

Personally came before me this 10 day of June, 2020, Thomas J. Mielinski

President,

and Thomas J. Mielinski, Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.


My Commission Expires August 28, 2021
Notary Public, Wisconsin

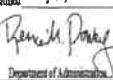


Village Note

1. 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 331465, 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 easements 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 within the Village or representative thereof to direct compliance or upon failure of compliance to notify said lands owner in writing. 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.
2. Building permits and occupancy permits may be withheld for non-compliance with the plat or Village Ordinances relating to drainage and storm water management.
3. 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 completed, the building inspector may withhold building permits required by the building code.
4. 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.
5. Maintenance of all drainageways 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. After said acceptance/placement refer to Note 8 for responsibility of owner for maintenance, restrictions and related cost of all Drainage Easements.
6. Where the final drainage plan requires a storm drain to adequately drain the rear portion of lots within blocks of the plat, the subdivisor shall incorporate suitable easements in the deeds for the aforementioned lots that, "The respective lot owners shall be responsible for maintaining a clear grade on any storm drainage inlets on their lot."
7. Upon failure of the Owner/Subdivider to perform maintenance of the drainageways 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 plat owners of the plat.
8. Pursuant to the Village of Harrison Subdivision Improvement Policy, the developer and/or owner shall comply with the approved Drainage and Grading Plan as submitted to the Village of Harrison.
9. Drainage Easement Notes:
 - 1) All lands within areas labeled "Drainage Easements" are reserved for stormwater collection, conveyance, treatment, or infiltration. No buildings, fences, parking areas and landscaping or other structures are allowed in these areas. No grading or filling is allowed in these areas that may interrupt stormwater flows in any way.
 - 2) Any improvement shall be allowed only by special exception of the Village of Harrison Planner.
 - 3) Landscaping/grading shall be restricted to ground cover.
 - 4) If Drainage Easements are not adequately maintained, the Village of Harrison may levy the cost and expenses of such inspection, maintenance, and/or repair related actions as a special charge against the property and collected as such in accordance with the procedures under Wis. Stats. 89.02(7).
 - 5) There shall be no lower exposed openings on lots containing a drainage easement. Any exposed windows will require a window well with a top elevation consistent with the top of the concrete foundation elevation.
 - 6) The right of way along Schroeder Lane adjacent to Lot 116 and Lot 151 is access restricted. No signs or signs will be allowed between the said lot and Schroeder Lane with such time as the right of way is intended to End or a temporary cut-off use is established.

The Final Plat is combined with the property described in the following recorded instruments:

the property owner of record:	Recording Information:	Parcel Number(s):
Darco Dwell LLC	Doc No. 645881 Doc No. 645880	33346 33350

These are objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified May 19, 2020

Department of Administration


DAVEL ENGINEERING & ENVIRONMENTAL, INC.
CIVIL ENGINEERING CONSULTANTS
1911 Pavilion Street, Milwaukee, WI 53222
Ph: 414-481-1845 Fax: 414-481-4826
www.davel.com

File: 1945Final.dwg
Date: 05/19/2020
Drawn by: jim
Sheet: 2 of 2

**PARTIAL RELEASE
OF EASEMENT**

Document Number

WHEREAS, on the 26th day of July, 2018, Dercks DeWitt II, LLC granted to Village of Harrison, hereinafter referred to as "The Village", a 30' Drainage easement, which easement rights are set forth in the Subdivisions Plat of Kimberly Heights 2 recorded in the Office of the Register of Deeds in and for Calumet County County, Wisconsin, on July 26, 2018 in Volume D, on Page 115 inclusive, as Document No. 532710, and

WHEREAS, grantee has been requested and is willing to release a portion of said easement with the following rights from the force and effect of the aforesaid easement, to-wit:

The North 15 feet of the 30' Drainage and Storm Sewer Easement being part of Lots 86, 87, 88, 89, 90 and 91 of Kimberly Heights 2, being located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

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

"The Village" hereby releases all rights it has under the 30' Drainage and Storm Sewer Easement located on the above described property; incorporated herein as Exhibit A, with the understanding that a new 30' Drainage and Storm Sewer Easement, centered on the property line, will be recorded by separate document.

This space reserved for recording data

Return to:

Davel Engineering & Environmental, Inc.
1164 Province Terrace
Menasha, Wisconsin 54952

44746; 44748; 44750; 44752; 44754 & 44756

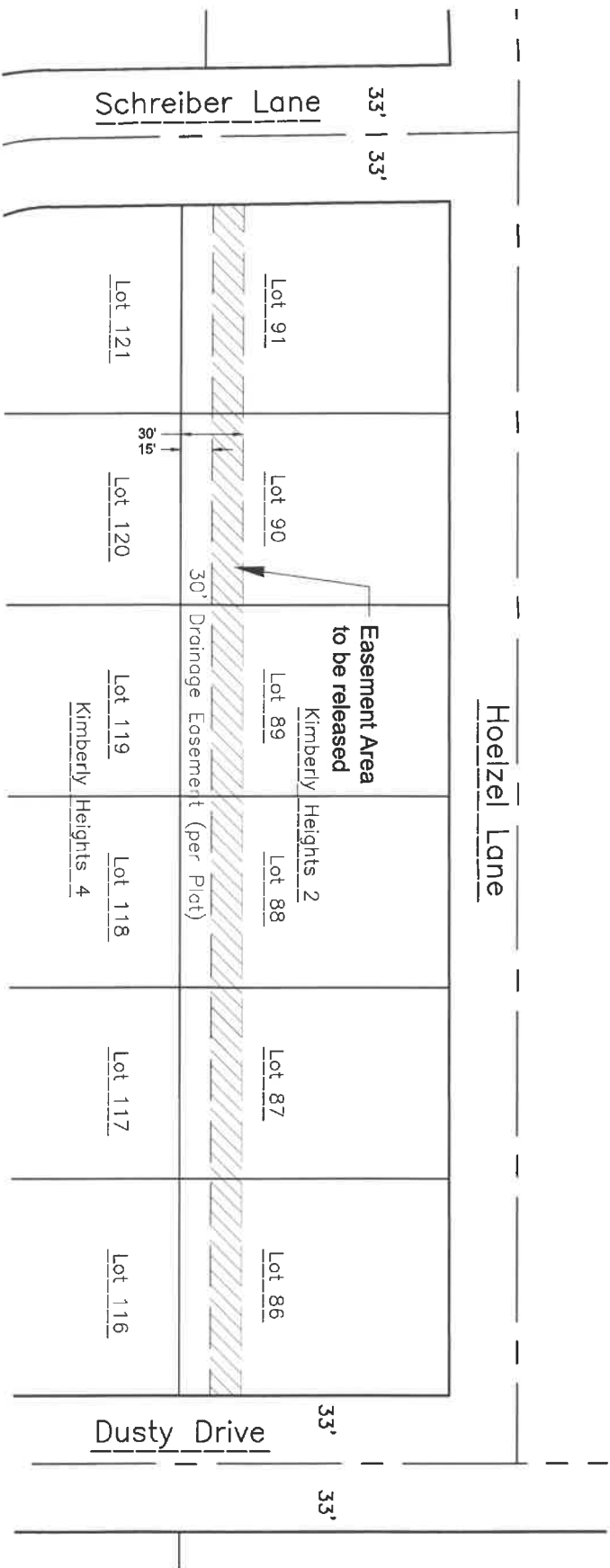
Parcel Identification Number(s)

Kevin M. Hietpas
Village President

Date

Exhibit

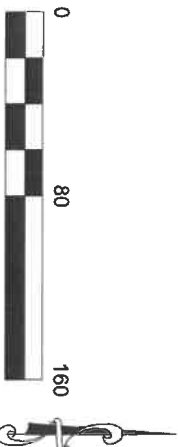
Part of Lots 86, 87, 88, 89, 90 & 91, Kimberly Heights 2 being located in part of the Southeast 1/4 of the Southwest 1/4 of Section 02, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin



DAVEL ENGINEERING & ENVIRONMENTAL, INC.

Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro



**VILLAGE OF HARRISON
BOARD MEETING MINUTES
10/06/2020**

A regular meeting of the Village of Harrison Board was called to order at 6:00pm in the Harrison Municipal Building, W5298 State Road 114 on October 6, 2020. After the Pledge of Allegiance was recited, roll call was taken.

Board Present: President Kevin Hietpas, Trustees Lou Miller, Mark Van Hefty, Darlene Bartlein, Scott Handschke, Pete Stier, Tyler Moore
Board Excused: None
Staff Present: Village Manager Travis Parish, Clerk-Treasurer Jennifer Weyenberg, Fire Chief Jarred Gerl

Approve Minutes from 09/29/20

Motion by Trustee Handschke with second by Trustee Stier to approve.

Vote: Motion carried 7-0.

Review Departmental Budgets/Discuss Board Priority Projects for 2021

T. Parish reported that a major factor in the budget will be the \$100,000+ increase in the Calumet County Sheriff Department's contract.

Harrison Fire Rescue:

- *Request to install LED lighting at Station 60 and Station 70 not to exceed \$4,000.
- *The annual expense estimate for equipment and subscriptions is \$13,297.87.
- *Board will discuss possibly making the part-time Fire Chief a full-time position.

Community Development/Planning:

- *Request to attend the IEDC training conference out of state.
- *3,000 Yearly Maintenance License for GIS License
- *Consideration of GIS Intern and Associate Planner
- *Purchase permitting software for Community Development & Building Inspector to store, track and maintain permits digitally

Public Works

*Road Projects

- North Coop Rd- Village Manager will speak with City of Appleton about an agreement
- Noe Road (west side)- and the intersections at Blue Bonnet, Geranium and Daffodil and pave up to the blacktop of the new subdivision
- Ryford Street Crossing

*Capital Equipment \$250,00 Breakdown

- Lawn Mower- est. \$15,000
- 772 GP Front Hydraulic for Snowplow- est. \$5,000
- Wing Post for Truck 23- est. \$3,000
- Mowing Trailer- est. \$4,000
- 5-yard Dump Truck with Plow/Wing- est. \$165,000

- Snow Blower- est. \$35,000
- Truck Lights- est. \$3,000
- Loader Rental- est. \$17,000

Village Manager T. Parish was asked to obtain quotes to contract for clearing trails- it may be cheaper than purchasing a new snow blower.

Village Manager T. Parish will speak with Justin Fischer at Baird about bonding to refinance the State Trust Fund Loan and include costs for Kimberly Heights and Hidden Pines subdivision paving.

Adjournment

Motion by Trustee Stier with second by Trustee Handschke to adjourn. Motion carried 7-0.

Jennifer Weyenberg, Village Clerk-Treasurer

Dated: October 6, 2020

Approved: October 13, 2020



Discharge of Firearms Application

Owner mailing address: N8094 State Park Rd

I, David McCormick own 40 contiguous acres of land
(name) (# of acres)

within the Village of Harrison, located at:

N8094 State Park Rd Menasha WI 54952
(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.

[Signature]
Authorized Signature (Land Owner)

10-10-20
Date





BOARD ACTION: _____ <i>Approve</i> _____ <i>Deny</i> _____ <i>Date of Meeting</i> Land Owner _____ Calumet County Sheriff's Department _____ Municipal Copy _____

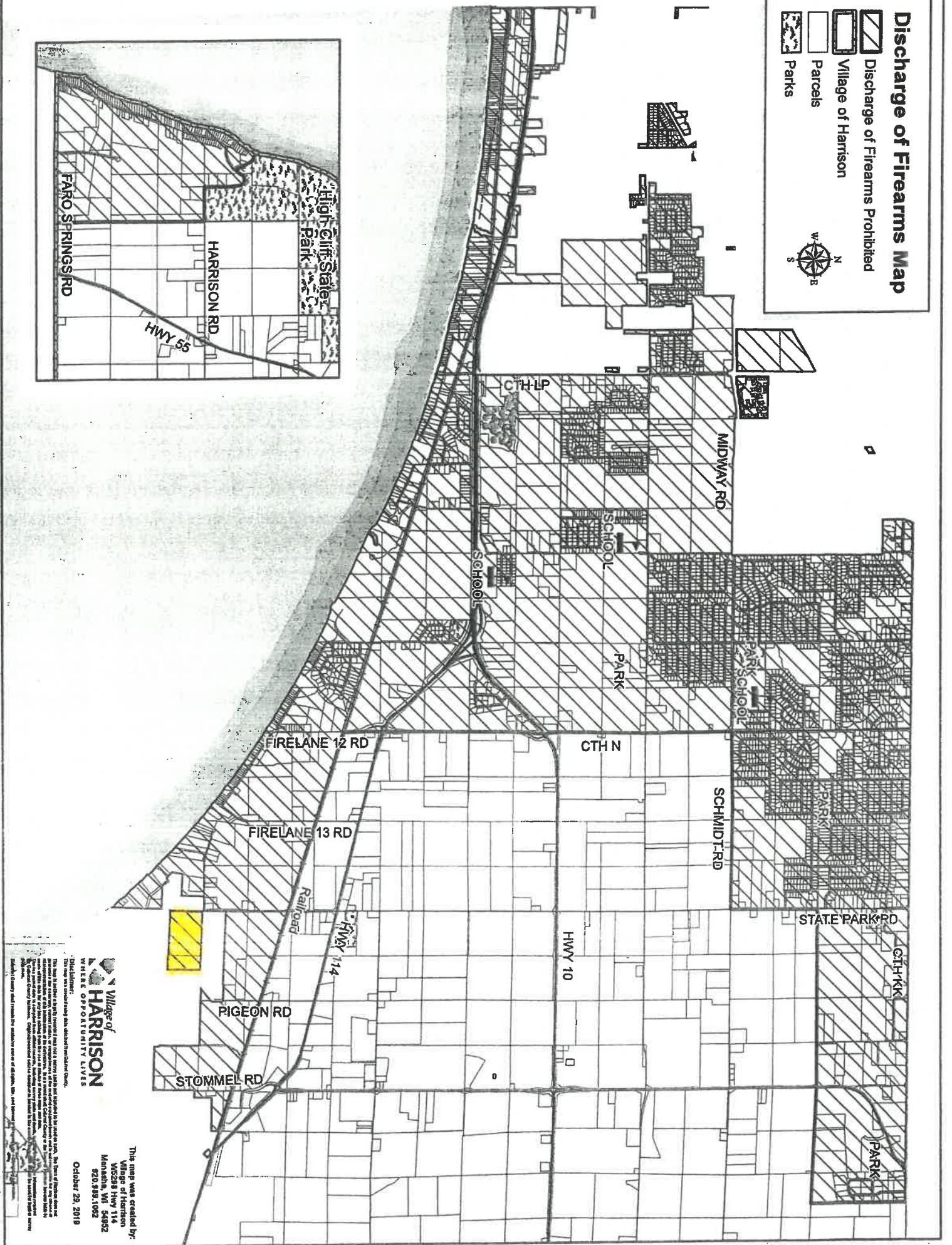
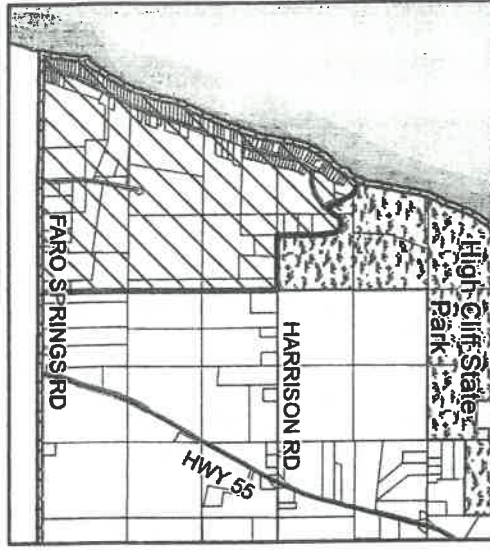
Staff Use Only:

Verification of Acres Listed Above: 40-ac jgm

Renewal

Discharge of Firearms Map

-  Discharge of Firearms Prohibited
-  Village of Harrison
-  Parcels
-  Parks



Village of HARRISON
WHERE OPPORTUNITY LIVES

Disclaimer:
This map was created by the Village of Harrison and is not intended to be used for any other purpose. The Village of Harrison is not responsible for any errors or omissions on this map. The Village of Harrison is not responsible for any actions taken based on this map. The Village of Harrison is not responsible for any actions taken based on this map.

This map was created by:
Village of Harrison
40528 Hwy 114
Memphis, TN 38132
901.523.7881.1002
October 29, 2019