

NOTICE OF VILLAGE BOARD MEETING

DATE: Tuesday, October 27, 2020
TIME: 7:00 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 27, 2020 at 7:00 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. Reports
 - a) Harrison Fire Rescue
 - b) Calumet Co. Sheriff Department
 - c) Planning and Zoning
 - d) Public Works Department/Operations Manager
 - e) Statement of Income and Expenses
 - f) Village Manager's Report
5. Correspondence or Communications from Board and Staff
 - a) Calumet County Economic Development Plan Village of Harrison Summary
 - b) Press Release – Moody's Bond Rating for the Village of Harrison
6. 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.
7. Appointments
 - a) None
8. Unfinished Business from Previous Meetings for Consideration or Action
 - a) None
9. New Business for Consideration or Action
 - a) Certificate of Payment #1 for the 2020 Asphalt Paving Program (Village Manager)

- b) Ordinance V20-14 Comprehensive Plan Amendment (Frazee) – Old Highway Rd. (Village Planner)
- c) Ordinance V20-15 Zoning Map Amendment (Frazee) – Old Highway Rd. (Village Planner)
- d) Certified Survey Map (Frazee) – Old Highway Rd. (Village Planner)
- e) Conditional Use Permit (G Units Storage) – Pigeon Rd. (Village Planner)
- f) Ordinance V20-16 Amending the Garners Creek Stormwater Utility to the Village of Harrison Stormwater Utility (Village Manager)
- g) Resolution V2020-16 Authorizing the Issuance and Sale of \$1,880,000 General Obligation Promissory Notes. (Village Manager)
- h) Resolution V2020-17 Authorizing the Issuance and Sale of \$1,380,000 General Obligation Refunding Bonds. (Village Manager)
- i) Resolution V2020-18 Creating a Village of Harrison Stormwater Utility Equivalent Runoff Unit (ERU) Fee.
- j) Request for Proposals (RFP) for Engineering Services. (Village Manager)
- k) Approve minutes of 10-13-2020 Village Board meeting.
- l) Payment of Bills and Claims.
- m) Economic Development Planning.

10. Future Agenda Items

11. 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

12. Adjournment

Agenda 10/23/2020 and posted at www.harrison-wi.org and Municipal Building lobby.



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



Village Board/Fire Commission Activity Report - October 2020

(Updated: 10/22/2020)

1. Emergency Response

Harrison Fire Rescue was dispatched to 38 incidents from September 24th – October 21st

- As of October 21st, the Department has responded to a total of 397 incidents
- All precautionary safety measures put into effect due to COVID-19 remain in place
- See attached Emergency Response report

2. Community Public Relations

Members of HFR routinely donate service hours for the betterment of our community. Through pride and commitment, these volunteers make our emergency services a visible presence while showcasing the good our community has to offer.

- PR presentations remain suspended

3. Department Training/Meetings

With the ongoing pandemic, we have made significant modifications to both our response protocols and training schedules.

- Officers meeting continue with an option to participate online
 - October 5th
- Business meetings continue with an option to participate online
 - October 5th
- Trainings continue with safety precautions in in place
 - October 12th EMS training at Station 60
 - October 19th Firefighter I skill training at Stations 60 and 70. This is a State requirement to comply with SPS330
 - October 21st Calumet County Dive Team (cancelled due to COVID-19)

4. Committee Teamwork

Committee work is a prominent part of the Department operational structure. Providing opportunities for members to contribute their strengths and follow interests allows for greater buy-in and stronger results.

- Nothing to report



Harrison Fire Rescue

Fire Station 60 • Fire Station 70 • EMS



5. Chief Meetings/Item of Note

- Calumet County Emergency Operations
 - Weekly
- Village Board meeting
 - September 29th
- Village Board budget meeting
 - October 6th
- Calumet County Chiefs meeting
 - October 7th (cancelled due to COVID-19)
- Fire Commission meeting
 - October 19th
 - Approval of By-Laws
 - Promotion of Dave Breckheimer to Assistant Chief assigned to Station 60
 - Promotion of Katie Woldt to EMS Lieutenant
- Documentation continues for COVID-19 related expenses

Respectfully Submitted,

Jarred Gerl

Jarred Gerl

Chief – Harrison Fire Rescue

Jgerl@harrison-wi.org

Harrison Fire Rescue

Menasha, WI

This report was generated on 10/22/2020 10:20:45 AM



Incident Type and Street Name for Date Range

Incident Status: All | Start Date: 09/24/2020 | End Date: 10/21/2020

Incident Date	Address	Incident Type
09/24/2020	Irish RD, Hilbert, WI 54129	Building fire
09/24/2020	County Trunk KK, Harrison, WI 54915	Gas leak (natural gas or LPG)
09/24/2020	Sonny DR, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
09/24/2020	Military RD, Sherwood, WI 54169	Cooking fire, confined to container
09/26/2020	Harmon RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
09/26/2020	Harmon RD, Harrison, WI 54952	Dispatched & cancelled en route
09/26/2020	S Berryfield LN, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
09/28/2020	Elm RD, Harrison, WI 54129	EMS call, excluding vehicle accident with injury
09/28/2020	N Coop RD, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
09/28/2020	Highway 114, Harrison, WI 54952	Motor vehicle accident with injuries
09/29/2020	Firestone WAY, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
09/29/2020	Highway 10, Harrison, WI 54952	Motor vehicle accident with injuries
10/01/2020	Hearthstone DR, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/02/2020	Creekside DR, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
10/03/2020	Firelane 2 RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
10/03/2020	Margaret CT, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
10/03/2020	Papermaker PASS, Harrison, WI 54952	Dispatched & cancelled en route
10/03/2020	Dogwood LN, Harrison, WI 54952	Carbon monoxide incident
10/04/2020	Highway 55, Sherwood, WI 54169	Motor vehicle accident with injuries
10/05/2020	Shagbark Hickory LN, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
10/06/2020	Margaret CT, Sherwood, WI 54169	EMS call, excluding vehicle accident with injury
10/07/2020	Snapdragon LN, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/08/2020	Harmon RD, Harrison, WI 54952	Gas leak (natural gas or LPG)
10/08/2020	County Highway D, Woodville (Town of), WI 54110	Dispatched & cancelled en route
10/09/2020	Amy AVE, Harrison, WI 54130	EMS call, excluding vehicle accident with injury
10/09/2020	Sumac LN, Harrison, WI 54915	Good intent call, other
10/10/2020	County Highway E, Chilton, WI 53014	Building fire
10/10/2020	County Highway N, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/11/2020	Harmon RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
10/12/2020	County Trunk KK, Harrison, WI 54915	Chimney or flue fire, confined to chimney or flue
10/12/2020	State Park RD, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/12/2020	Old Highway RD, Harrison, WI 54952	Brush or brush-and-grass mixture fire
10/13/2020	Firelane 9 RD, Harrison, WI 54952	EMS call, excluding vehicle accident with injury
10/14/2020	County Highway N, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/14/2020	Carriage CT, Sherwood, WI 54169	Carbon monoxide incident
10/16/2020	Hickory DR, Harrison, WI 54915	EMS call, excluding vehicle accident with injury
10/16/2020	Ertl RD, Harrison, WI 54952	Off-road vehicle or heavy equipment fire
10/19/2020	Silver CT, Harrison, WI 54915	EMS call, excluding vehicle accident with injury

Total incidents: 38

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



**Village of Harrison
September-20 Zoning Permit Report**

	Current Year			
	Permits	YTD Permits	Estimated Value	YTD Estimate Value
Residential				
Single Family	4	66	\$ 1,595,000	\$ 22,410,118
Two Family (units)	0 (0)	0	\$ 0	\$ 0
Multi Family (units)	0 (0)	2	\$ 0	\$ 17,500,000
Additions	4	13	\$ 174,173	\$ 507,673
Acc. Structures	3	32	\$ 58,300	\$ 370,100
Miscellaneous	16	105	\$ 161,788	\$ 932,664
Total Residential	27	218	\$ 1,989,261	\$ 41,720,555
Com./Ind.				
New	0	1	\$ 0	\$ 350,000
Additions	0	1	\$ 0	\$ 16,000
Acc. Structures	0	0	\$ 0	\$ 0
Miscellaneous	0	5	\$ 0	\$ 508,450
Total Com./Ind.	0	7	\$ 0	\$ 874,450
Combined Total	27	225	\$ 1,989,261	\$ 42,595,005

	Previous Year			
	Permits	YTD Permits	Estimated Value	YTD Estimate Value
	5	51	\$ 1,327,000	\$ 14,858,005
	0 (0)	0	\$ 0	\$ 0
	0 (0)	0	\$ 0	\$ 0
	1	11	\$ 50,000	\$ 548,077
	3	22	\$ 43,900	\$ 295,450
	6	50	\$ 190,800	\$ 468,270
	15	134	\$ 1,611,700	\$ 16,169,802
	0	2	\$ 0	\$ 5,400,000
	0	0	\$ 0	\$ 0
	0	0	\$ 0	\$ 0
	2	3	\$ 65,000	\$ 66,250
	2	5	\$ 65,000	\$ 5,466,250
	17	139	\$ 1,676,700	\$ 21,636,052

Number of Vacant Lots Remaining 156

VILLAGE MANAGER'S REPORT October 27th, 2020

Harrison Utilities - PSC Refund

The Village has contracted with Anita Gallucci from the Boardman Clark law firm to review the Public Service Commission's letter concerning the refunding of water connection fees going back to 1984. Staff has been in contact with her and she is currently reviewing past ordinances and any policies that the Waverly Sanitary District may have or had in effect during this timeframe. At her behest, the rate case study has been put on hold until this issue has been resolved.

Update: Atty. Anita Gallucci and Atty. Lawrie Kobza have submitted corrected data responses to the PSC in response to the PSC's request for more information on the correct dollar figure for refunds. We are waiting to hear back from the PSC to see if they agree with the amended dollar amounts.

Update 6-30-20: I contacted Kathy Butzlaff at the PSC to find out the status of the rate case. She stated that the PSC has been working from home and they will let us know when they are finished.

Update 9-29-20: The Wisconsin Public Service Commission has set a hearing date of Oct. 13th, 2020 at 11:00 am to approve the rate case filing for Harrison Utilities. This approval will allow the utilities to place the fire protection fee on customers water bills. It will also clarify the issue of what type of refund Harrison Utilities may need to be issue.

Update 10-27-20: The Wisconsin Public Service Commission did conduct a hearing on October 13th, 2020 at 11:00 am that was attended by Village President Hietpas and myself. The City Attorney for the City of Menasha was also on the call. No public comments were received at the time.

However, since the hearing, the Mayor of Menasha has filed a comment concerning the valuation of the Harrison Utilities water system located entirely in the village and how the PILOT is determined. I am currently working with the Utilities' auditors to resolve this issue.

Coop Rd. Transfer

I recently had a conversation with Paula Vandehey, the public works director for the City of Appleton, concerning Coop Rd. She stated that the City is interested in a similar agreement to the one they have concerning Lake Park Rd. and Plank Rd. They would like to detach the eastern portion of Coop Rd. to the Village and then split the cost to do an asphalt overlay in 2022 (\$214,572.00). She also mentioned that they would be looking to do a total urbanization at some point in the future.

Update 10-27-2020:

I have been in contact with Paula Vandehey, the public works director for the City of Appleton and asked that they put together a detachment agreement for the Village Board to review and approve. She stated that she would get one over to me as soon as the attorney put it together.

Kesler Rd. Paving

I recently received some emails from Cedar Corp and the Village of Sherwood concerning Kesler Rd. Originally Kesler Rd. was to be paved last year, but because it was late in the season it was held over until this year. This year it was not put into the schedule until October 15th. Then it was pushed back to the 20th to remove the asphalt.

The crew was able to remove the asphalt, however, the large rain that we received on 10-22-20 did not allow them to pave the area. Due to the amount of rain and the fact that the road was in a gravel state, it was determined to close the road for now to allow it to dry out and see if they can pave it at a later date.

Harrison Utilities

I am working with the Utilities' accounting firm to try and consolidate the number of funds that were used at Harrison Utilities. The plan is to consolidate the funds into only two or three accounts and then possibly move the funds to the Village's bank. This will depend on the direction of the Board.

Also, I am working on trying to merge the accounting system with ours so that payroll and billing can be processed at the Village Hall by the accounting clerk. This would also allow for utilities bills to be paid at the Village Hall as well as at the utilities.

COVID-19 Grants

The Village has received \$8,202.50 for COVID-19 related expenses for the elections. The Village has also applied for \$21,313.77 in COVID grant relief leaving \$190,034.23 allocated to the Village.

Update 10-27-20:

The Village has received monies in the amount of \$29,516.27 from both grants that we have applied for. The Village will continue to submit costs for the Routes to Recovery grant which closes on Nov. 18th.

Village of Harrison Summary Report

of the Calumet County Economic Development Plan

An Analysis of Workforce and Elderly Housing and
Opportunities to Remove Slum and Blight



The full Calumet County Economic Development Plan is available at the Calumet County Community Economic Development website (www.calumetcounty.org/562/support-for-communities). This summary report has been prepared to help your community review your individual community demographics, housing characteristics, and housing development gaps/opportunities. Please refer to the full report for background information and supporting resources for housing development found in the other chapters.

Calumet County Economic Development Plan

An Analysis of Workforce and Elderly
Housing and Opportunities to
Remove Slum and Blight



Approved June 16, 2020

Prepared by



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CDBG CLOSE Economic Development Plan Advisory Committee

Colleen Connors - Executive Director, Housing Authority of the City of Chilton

Dennis DuPrey - Village Clerk, Village of Hilbert

Lori Gosz - City Administrator, City of Brillion

Rick Jaekels – Mayor, City of Chilton

Roger Kaas - Chairman, Community Development Authority and Village Board Member, Village of Sherwood

Casey Langenfeld – Administrator, City of New Holstein

Gary Lemke - Village President, Village of Potter

Chris Marx - Interim Public Works Director, City of Chilton

Mark Mommaerts - Village Planner, Village of Harrison

Greg Zickuhr - Village Board Member, Village of Stockbridge

Staff

Mary Kohrell - Community Economic Development Director, Calumet County

Seth Hudson – Director Economic and Strategic Development, Cedar Corporation

Jim Frymark - Senior Planner, Cedar Corporation

Partially funded by the Wisconsin Department of Administration Community Development Programs CDBG – Planning



Chapter 3 – Community Demographics and Existing Housing Characteristics

Village of Harrison

Chapter 3: Community Demographics and Existing Housing Characteristics

Section A: Community Demographics

Village of Harrison

Introduction

Analyzing existing demographic and economic data can provide one picture of future housing needs, gaps in types of housing, the condition of a municipality’s housing stock, and the affordability of housing in the municipality. In turn, the findings can be compared to other sources to validate the initial housing observations.

Historic Population and Population Projections

The Demographic Services Center (DSC) develops yearly population estimates and population projections for all Wisconsin towns, villages, and cities. The population projections consider births, deaths, migration, and age distribution. They do not guarantee what will happen in the future but what could happen if past patterns and probable future trends hold true.

Population

The Village of Harrison was incorporated on March 8, 2013, from portions of the Town of Harrison and Town of Buchanan. The estimated 2018 population was 12,786 residents.

The Demographic Service Center projects that Harrison’s population will grow. Table 1 shows that between 2020 and 2040, Harrison’s population is projected to grow by 4,790 residents, or 40.7%.

Table 1: Village of Harrison Projected Population

Year	2020	2025	2030	2035	2040
Population	11,760	13,190	14,600	15,700	16,550
% Change	-	12.2%	10.7%	7.5%	5.4%

Source: U.S. Census Bureau, Wisconsin Demographic Services Center 2013/12/10

Household Projections

A household is one or more people who occupy a dwelling unit. People in a household may or may not be related. The household projections provide a better indicator of the number of residential dwelling units needed to house the projected growing population.

Table 2 shows that between 2020 and 2040, there will be a projected 2,996 additional households in the Village of Harrison. The additional households will need housing. Some housing needs can be met by the existing housing stock, but new construction will be required to provide the rest.

Table 2: Households - Village of Harrison

2020 Projection	2025 Projection	2030 Projection	2035 Projection	2040 Projection	2020-2040 Change
4,083	4,667	5,275	5,781	6,178	2,996

Source: Wisconsin Demographic Services Center 2013/12/10

Table 3 shows that by 2040, the DSC estimates that the average household size will be 2.68 people, which is higher than the statewide estimate of 2.26. This is down from 2.88 people in 2020. As household size decreases, fewer people will be living in housing units. This may indicate a need for smaller homes or rental units.

Table 3: Persons Per Household – Village of Harrison

2020 Projection	2025 Projection	2030 Projection	2035 Projection	2040 Projection
2.88	2.83	2.77	2.72	2.68

Source: Wisconsin Demographic Services Center 2013/12/10

Table 4 shows that approximately 50% of Harrison’s households are 1 or 2-person households. About 19% are 3-person households, and 31.2% are 4-person or more households. This provides some insight into the number of bedrooms a dwelling unit needs to meet the household sizes.

Table 4: Household Occupancy - Village of Harrison

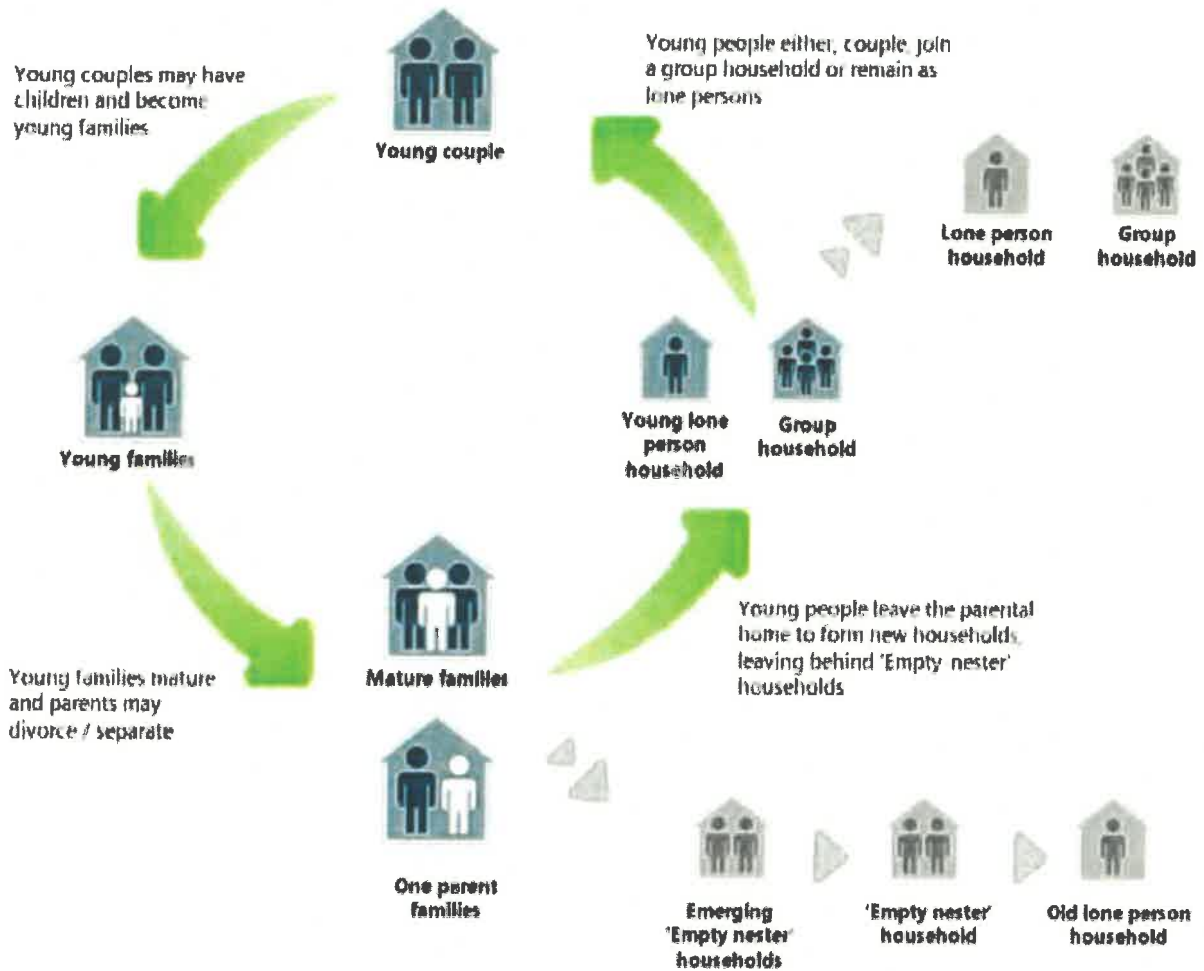
Year	2018	Percent
Total Number of Households	4,113	100.0%
1-person household	622	15.1%
2-person household	1,388	33.7%
3-person household	819	19.9%
4-or-more-person household	1,284	31.2%

Source: 2014-2018 ACS 5-Year estimate

Age of Residents

Different age groups have different housing needs. As people go through the “household cycle,” the need or desire to rent or own a dwelling changes. As a person gets older, there may be a need for personal care as well. Figure 1 depicts the lifecycle of an average household.

Figure 1: Household Lifecycle Diagram



Source: .id the population experts

As shown in the Household Life Cycle diagram, a household goes through several stages.

- A young, lone person or group household will typically rent.
- A young couple will typically rent but may begin planning for a home.
- A young family may rent but look at homeownership as well. A small home may transition to a larger home.
- Mature families will generally own a home and may look at aging in place as their children grow older.
- Couples may divorce creating one parent households or a lone person household. They may rent or own a home.
- As children grow older and leave home, empty nester households are created. These households may no longer need their larger home and want to downsize to a smaller home, apartment, or condominium. They may also need care as they get older, so there may be a need for senior housing, assisted living facilities or nursing homes.

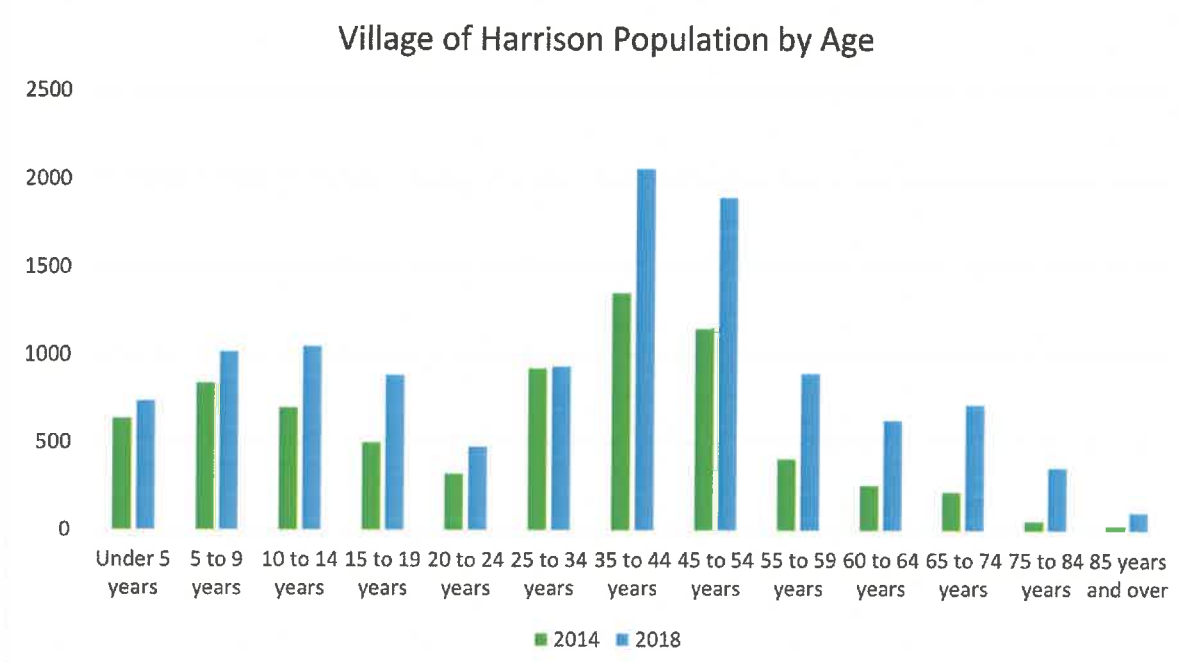
Table 5 and Chart 1 compare the number of residents in 2010 and 2018 by age group. The table shows that all age groups are projected to grow. Residents between the ages of 35 to 74 years of age are projected to increase the most indicating an aging population. Most of this growth is attributed to people moving into the Village.

Table 5: Age of Residents - Village of Harrison

Age Group	2014	2018	Change
Under 5 years	637	738	101
5 to 9 years	839	1016	177
10 to 14 years	698	1048	350
15 to 19 years	502	884	382
20 to 24 years	326	478	152
25 to 34 years	923	933	10
35 to 44 years	1,353	2,056	703
45 to 54 years	1,149	1,895	746
55 to 59 years	411	897	486
60 to 64 years	262	630	368
65 to 74 years	222	720	498
75 to 84 years	58	358	300
85 years and over	28	108	80

Source: 2014 and 2018 ACS 5-Year estimate

Chart 1: Age of Residents - Village of Harrison



Source: 2014 and 2018 ACS 5-Year estimate

Sensitive Populations

Sensitive populations include the economically disadvantaged, racial and ethnic minorities, uninsured, low-income children, elderly, homeless, and those with other chronic health conditions. Sensitive populations may find housing options that meet their needs non-existent, limited, or unaffordable.

The American Community Survey identifies six aspects of disability including hearing, vision, cognitive, ambulatory, self-care, and independent living. Because the Village of Harrison was incorporated in 2013, some demographic information is not available because a “history” has not yet been established. Therefore, the Village will not have all the demographic information that the other communities have in the study.

Table 6 shows that 3.9% of the households in Harrison consist of one parent and no spouse. A single parent may not be able to find affordable housing if there is only one income in the household.

Table 6: Single Parent Households - Village of Harrison

Type of Households	Number	Percent
Total Households	4,113	100.0%
Male householder, no wife, with own children under 18	44	1.1%
Female householder, no husband, with own children under 18	114	2.8%

Source: 2014-2018 ACS 5-Year estimate

Table 7 shows that 0.7% of households consist of grandparents taking care of their grandchildren. If parents are unable to care for their children, the grandparents may have to be responsible for them. This can be difficult because many grandparents are on fixed incomes and may have health limitations as well.

Table 7: Grandparents – Village of Harrison

Type of Households	Number	Percent
Total Households	4,113	100.0%
Grandparents responsible for Grandchildren	30	0.7%

Source: 2014-2018 ACS 5-Year estimate

Table 8 shows that 99.1% of the civilian population has some form of health insurance. If a person lacks health insurance, they may avoid seeking medical help because of the cost, or they will see a doctor but then have to pay medical expenses out of pocket. An unexpected expense like this can make housing, food, and other essentials difficult to pay for.

Table 8: Health Insurance – Village of Harrison

Age Groups	Total	Number Insured	Percent Insured
Total Population	11,761	11,655	99.1%
Under 19 years	3,598	3,582	99.6%
19 to 64 years	6,977	6,887	98.7%
65 years and older	1,186	1,186	100.0%

Source: 2014-2018 ACS 5-Year estimate

Table 9 shows the household and income limits for Low to Moderate Income (LMI) residents in Calumet County. The countywide medium family income for Calumet County is \$86,400.

Table 9: 2020 Low to Moderate Income Limits – County of Calumet

County	CMI %	Size of Household							
		1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Calumet	30%	18,150	20,750	23,350	26,200	30,680	35,160	39,640	44,120
(Appleton WI MSA)	50%	30,250	34,600	38,900	43,200	46,700	50,150	53,600	57,050
	80%	48,400	55,300	62,200	69,100	74,650	80,200	85,700	91,250

Source: U.S. Department of Housing and Urban Development

General Observations

In summary,

1. The Village of Harrison’s population is projected to grow, which will require additional dwelling units to accommodate them.
2. Although all age groups are projected to increase in number, current trends show the population growing older. An aging population may prefer single story homes, apartments, or condos with two bedrooms. This could also show a need for specific senior housing or assisted living facilities so residents can stay in the community.
3. Sensitive populations often need affordable housing options.
4. About half of residents consist of 1 or 2 person households and 31.2% of households have four or more people that may indicate a need for housing options with three or more bedrooms.
5. Compared to the state average, the number of persons per household is higher in the Village of Harrison which could indicate a need for larger homes or 3+ bedroom apartments.

Section B: Existing Housing Characteristics

Village of Harrison

Introduction

Existing housing statistics can provide insight into the age of housing, potential condition, and the ratio of homeowners to renters. This can tell us the possible need for housing rehabilitation, new housing, and what types of housing may be in demand.

Housing Stock

Analyzing the age of the housing stock in the Village of Harrison can give us a sense of the condition and accessibility of dwellings. In Harrison, 21.3% of all housing stock was built in 1979 or earlier (see Table 10).

Table 10: Year Structure Built -Village of Harrison

Year Structure Built	Units	Percentage
Total Houses	4,168	100.0%
Built 2014 or later	131	3.1%
Built 2010 to 2013	151	3.6%
Built 2000 to 2009	1,703	40.9%
Built 1990 to 1999	1,045	25.1%
Built 1980 to 1989	257	6.2%
Built 1970 to 1979	111	2.7%
Built 1960 to 1969	361	8.7%
Built 1950 to 1959	95	2.3%
Built 1940 to 1949	44	1.1%
Built 1939 or earlier	270	6.5%

Source: 2014-2018 ACS 5-Year estimate

Although the 2014-2018 data does not indicate the condition of the housing stock, homes built in 1980 or earlier may have structural, mechanical, or other issues that may make them expensive to maintain, heat/cool, inaccessible to handicapped residents, or may have an impact on a person's health. Typical conditions of an aging housing stock include:

- Lead paint
- Asbestos in building materials
- Inefficient heating and cooling systems
- Old water and sanitary sewer systems
- Inadequate insulation and inefficient windows
- Steps into the home, and bedrooms and bathrooms on the 2nd floor
- Narrow hallways and stairs, and overall small rooms

Table 11 shows the number of residential dwelling units constructed since 2010 based on building permit applications. This can be used to supplement the information in Table 10. In most communities, home construction came to a halt when the Great Recession began in 2008. Between 2010 and 2019, the Village of Harrison saw 527 new single family homes and 356 rental units built for a total of 883 new dwelling units. Sixty percent of new dwellings were single family homes. In most cases, these dwelling were occupied by people moving into the Village.

Table 11: Residential Building Permits – Village of Harrison

Year Structure Built	Single Family Units	Multi-Family Units	Total Dwelling Units
2010	27	0	27
2011	16	2	18
2012	38	0	38
2013	52	0	52
2014	66	72	138
2015	64	104	168
2016	73	92	165
2017	57	30	87
2018	77	0	77
2019	57	56	113
Total	527	356	883

Source: Village of Harrison Building Inspector

Table 12 shows that 96.3% of housing units are owner-occupied and 3.7% are renter-occupied. The State ratio of owner-occupied units is 66.9%. Homeownership is a goal for many in the United States, though not everyone will want to own a home or may not have the means to own a home. Owner occupancy percentages are above the state average.

Table 12: Occupancy Rates – Village of Harrison

Housing Tenure	Units	Percentage
Occupied housing units	4,113	100.0%
Owner-occupied	3,959	96.3%
Renter-occupied	154	3.7%

Source: 2014-2018 ACS 5-Year estimate

Table 13 shows estimated home values in the Village of Harrison. About 4% of homes are valued at \$99,999 or less, approximately 10% are valued between \$100,000 and \$149,999, and approximately 58% are valued between \$150,000 and \$249,999. Generally, the number of homes valued at \$149,999 or less would indicate that there are limited affordable housing options available, but it does not tell us how many of these homes are actually for sale.

Table 13: Housing Values – Village of Harrison

Value	2018	Percent
Total Housing	3,959	100.0%
Less than \$49,999	72	1.8%
\$50,000 to \$99,999	70	1.8%
\$100,000 to \$149,999	375	9.5%
\$150,000 to \$199,999	1,077	27.2%
\$200,000 to \$249,000	1202	30.4%
\$250,000 to \$400,000	965	24.4%
\$400,000 or more	198	5.0%

Source: 2014-2018 ACS 5-Year estimate

General Observations

In summary,

1. The Village of Harrison has a high percentage of newer housing stock indicating its growth has been more recent than older established communities.
2. Since 2010, more single-family units have been built than multi-family homes, but overall, Harrison has seen a large amount of new residential construction.
3. Owner occupancy rates are higher than the state average, but the number of multi-family units available in the community is growing. One assisted living facility was constructed in 2019.
4. Over half of all homes are valued \$200,000 or more which makes housing options limited for people with lesser incomes.

Chapter 4: Economic Factors and Housing Affordability Gap

Calumet County

Introduction

Employment opportunities, wages, and construction costs directly affect the type of housing a person can afford. There are several ways we can try to determine if housing is affordable for residents, where there are gaps in affordable housing, and reasons for high housing costs.

In this section, the economic data used is not available for each community, therefore, we will look at the economic factors for Calumet County to determine housing affordability gaps.

Income and Housing Affordability

As mentioned in Chapter 1, affordable housing is housing where a household pays no more than 30% of their gross income for housing and related costs (property taxes, utilities, maintenance, etc.). This applies to both homeowners and renters.

Table 17 (Note: there is a numbering discrepancy for some communities due to a lack of information) shows selected monthly owner costs as a percentage of household income. When looking at all households in Calumet County earning \$20,000 or less, 734 households, or 89% of those households, are spending 30% or more of their income on housing related costs.

For households in the Calumet County earning \$20,000 to \$34,999, 636 households, or 47% of those households, are spending 30% or more of their income on housing related costs.

Approximately 449 households or 29% of households earning between \$35,000 and \$49,999 are spending 30% or more of their income on housing related costs.

Once a household reaches \$50,000 in income or more, housing becomes more affordable for most people.

For all residents with a mortgage, about 15% would not have affordable housing by the HUD definition.

Table 17: Selected Monthly Owner Costs as a Percentage of Household Income

Household Income	Selected Monthly Owner Costs as a Percentage of Household Income	Number of Households	Percent of Households in Income Bracket
Less than \$20,000	Less than 20 percent	16	2%
	20 to 29 percent	78	9%
	30 percent or more	734	89%
\$20,000 to \$34,999	Less than 20 percent	326	24%
	20 to 29 percent	388	29%
	30 percent or more	636	47%
\$35,000 to \$49,999	Less than 20 percent	630	41%
	20 to 29 percent	461	30%
	30 percent or more	449	29%
\$50,000 to \$74,999	Less than 20 percent	1647	53%
	20 to 29 percent	1081	35%
	30 percent or more	357	12%
\$75,000 or more	Less than 20 percent	7256	81%
	20 to 29 percent	1476	17%
	30 percent or more	211	2%
Zero or negative income		69	N/A

Source: 2018 ACS 5-Year estimate

Table 18 shows selected monthly renter costs as a percentage of household income. For households earning \$20,000 or less, 713 households, or 94% of those households, are spending 30% or more of their income on gross rent.

Households earning \$20,000 to \$34,999, 552 households, or 60% of those households, are spending 30% or more of their income on gross rent.

Renting becomes more affordable once household incomes reaches \$35,000 with only 17% or 116 households spending 30% or more of their income on rent.

For all renters, about 37% would not have affordable housing by the HUD definition.

Table 18: Gross Rent as a Percentage of Household Income

Household Income	Gross Rent as a Percentage of Household Income	Number of Households	Percent of Households in Income Bracket
Less than \$20,000	Less than 20 percent	22	3%
	20 to 29 percent	21	3%
	30 percent or more	713	94%
\$20,000 to \$34,999	Less than 20 percent	76	8%
	20 to 29 percent	290	32%
	30 percent or more	552	60%
\$35,000 to \$49,999	Less than 20 percent	257	37%
	20 to 29 percent	315	46%
	30 percent or more	116	17%
\$50,000 to \$74,999	Less than 20 percent	334	60%
	20 to 29 percent	196	35%
	30 percent or more	24	4%
\$75,000 or more	Less than 20 percent	446	94%
	20 to 29 percent	29	6%
	30 percent or more	0	0%
Zero or negative income		62	N/A
No cash rent		299	N/A

Source: 2018 ACS 5-Year estimate

Table 19 shows the type of industries in the Calumet County provided by the North American Industry Classification System (NAICS). NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. We can use this information to evaluate local average annual wages by industry to determine if wages are adequate to afford housing in Calumet County.

In Calumet County, the top four (4) industries employ an estimated 10,035 workers who have average annual wages between \$13,065 and \$50,630. When cross-referenced with Tables 17 and 18, we can conclude the lower wages would make it more difficult for a person to find affordable housing while the higher wages would make it much more likely that a person could find afford housing in Calumet County.

The next three (3) industries employ an estimated 2,396 workers who have average annual wages between \$21,738 and \$50,975. Overall, some of the top industries in Calumet County pay low wages which affects a person’s ability to find affordable housing.

Finally, Table 19 does not show any statistically significant growth over the next three (3) years in any industry assuming historical growth remains the same.

Table 19: Industry Snapshot in Calumet County, WI

NAICS	Industry	Current			5-Year History		3-Year Forecast				
		Empl	Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
31	Manufacturing	4,527	\$50,630	3.43	614	3.0%	1,369	519	889	-39	-0.3%
44	Retail Trade	1,938	\$27,154	1.18	438	5.3%	770	342	432	-5	-0.1%
62	Health Care and Social Assistance	1,370	\$40,396	0.59	168	2.7%	431	192	199	39	1.0%
72	Accommodation and Food Services	1,300	\$13,065	0.90	120	2.0%	678	283	356	40	1.0%
11	Agriculture, Forestry, Fishing and Hunting	867	\$45,327	4.07	48	1.1%	280	120	161	-1	0.0%
42	Wholesale Trade	820	\$50,975	1.35	46	1.2%	255	97	161	-3	-0.1%
81	Other Services (except Public Administration)	709	\$21,738	0.99	38	1.1%	248	111	132	5	0.2%
61	Educational Services	668	\$36,935	0.51	-21	-0.6%	170	88	95	-14	-0.7%
23	Construction	654	\$46,963	0.71	-30	-0.9%	212	70	125	18	0.9%
92	Public Administration	573	\$40,339	0.76	-7	-0.2%	164	67	91	6	0.3%
52	Finance and Insurance	464	\$51,955	0.74	-238	-7.9%	130	49	81	0	0.0%
71	Arts, Entertainment, and Recreation	434	\$15,437	1.35	50	2.5%	198	83	102	13	1.0%
48	Transportation and Warehousing	428	\$39,291	0.59	35	1.7%	139	58	79	2	0.2%
	Administrative and Support and Waste Management and Remediation Services	388	\$38,064	0.38	59	3.4%	143	57	78	7	0.6%
54	Professional, Scientific, and Technical Services	328	\$51,715	0.30	6	0.4%	95	32	54	10	1.0%
51	Information	183	\$38,541	0.58	108	19.4%	58	19	34	5	0.9%
21	Mining, Quarrying, and Oil and Gas Extraction	143	\$52,037	2.03	-5	-0.7%	45	14	30	1	0.3%
53	Real Estate and Rental and Leasing	89	\$34,253	0.32	17	4.4%	29	12	15	2	0.6%
55	Management of Companies and Enterprises	88	\$72,422	0.36	68	34.1%	25	9	15	1	0.5%
22	Utilities	29	\$69,201	0.35	13	12.3%	8	3	5	0	0.1%
	Total - All Industries	15,998	\$39,712	1.00	1,527	2.0%	5,331	2,239	2,999	92	0.2%

Source: JobsEQ®

Table 20 shows occupation wages based on Standard Occupational Classification (SOC) system data for the Calumet County. The SOC system is a federal statistical standard used by federal agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.

For each occupation, the mean or average annual wage is shown for a worker in Calumet County as well as the entry-level and experienced averages. This is compared to the mean in Wisconsin and the USA. In all but two categories, the mean wage in Calumet County is less than that of Wisconsin.

Cross-referencing Tables 17 and 18 with table 20 shows that residents in occupations paying \$50,000 or more would have the most success finding an affordable home or apartment in Calumet County, and it would become more difficult as occupation wages decrease.

Table 20: Occupation Wages, Average Annual in Calumet County, WI

SOC	Occupation	Mean				
		Mean	Entry Level	Experienced	Wisconsin	USA
11-0000	Management Occupations	\$95,200	\$49,200	\$118,100	\$110,900	\$121,000
13-0000	Business and Financial Operations Occupations	\$59,000	\$34,000	\$71,500	\$65,200	\$76,900
15-0000	Computer and Mathematical Occupations	\$70,800	\$42,800	\$84,800	\$77,200	\$91,600
17-0000	Architecture and Engineering Occupations	\$71,400	\$46,900	\$83,700	\$72,800	\$87,200
19-0000	Life, Physical, and Social Science Occupations	\$55,200	\$31,800	\$66,900	\$64,600	\$76,000
21-0000	Community and Social Service Occupations	\$42,200	\$28,000	\$49,200	\$44,800	\$49,200
23-0000	Legal Occupations	\$77,700	\$35,500	\$98,800	\$97,100	\$109,000
25-0000	Education, Training, and Library Occupations	\$43,400	\$27,100	\$51,600	\$51,400	\$56,500
27-0000	Arts, Design, Entertainment, Sports, and Media Occupations	\$39,100	\$22,500	\$47,400	\$46,600	\$59,300
29-0000	Healthcare Practitioners and Technical Occupations	\$73,800	\$49,100	\$86,200	\$81,500	\$82,000
31-0000	Healthcare Support Occupations	\$31,100	\$23,300	\$35,000	\$32,500	\$32,200
33-0000	Protective Service Occupations	\$44,200	\$26,800	\$52,900	\$44,700	\$48,400
35-0000	Food Preparation and Serving Related Occupations	\$22,800	\$16,400	\$26,000	\$23,300	\$25,600
37-0000	Building and Grounds Cleaning and Maintenance Occupations	\$29,400	\$19,600	\$34,400	\$29,000	\$29,900
39-0000	Personal Care and Service Occupations	\$24,500	\$17,500	\$28,000	\$25,900	\$28,100
41-0000	Sales and Related Occupations	\$36,900	\$18,200	\$46,200	\$40,300	\$41,800
43-0000	Office and Administrative Support Occupations	\$34,300	\$22,500	\$40,200	\$37,400	\$39,100
45-0000	Farming, Fishing, and Forestry Occupations	\$32,100	\$24,000	\$36,200	\$30,700	\$29,400
47-0000	Construction and Extraction Occupations	\$48,300	\$32,200	\$56,400	\$53,700	\$51,100
49-0000	Installation, Maintenance, and Repair Occupations	\$44,300	\$31,600	\$50,700	\$47,700	\$48,900
51-0000	Production Occupations	\$39,500	\$27,800	\$45,300	\$39,000	\$39,200
53-0000	Transportation and Material Moving Occupations	\$34,100	\$24,300	\$39,000	\$37,100	\$38,100
00-0000	Total - All Occupations	\$41,800	\$24,000	\$50,600	\$47,300	\$51,700

Source: JobsEQ®

Affordable Housing Gap

To identify gaps in affordable housing, household incomes are used to calculate what a household could pay for housing that would be considered affordable. The number of homes that fit those incomes are compared to see if there is a shortage of homes to purchase.

Table 21 shows the gap between household income and levels and approximate home value.

To calculate this, these assumptions were made:

- A 5% down payment was provided.
- The home loan has a fixed rate of 3.5% for 30 years.
- Property taxes were based on a 0.02% mill rate.
- Yearly homeowners insurance is 0.0035% of the assessed value.
- Twenty-two percent of gross income is spent on the mortgage.

The Table shows that there is a gap (shortage) in housing that would be considered affordable (homes that costs 30% of the household income or less) for the following incomes:

- \$10,000 to \$24,999
- \$75,000 to \$99,999
- \$100,000 or more

There is an excess amount of homes considered affordable (homes that would cost 30% of the household income or less) for households earning the following incomes:

- Less than \$10,000
- \$25,000 to \$49,999
- \$50,000 to \$74,999

Table 21 shows that there are 8,943 households with income levels over \$75,000. This income group can afford homes costing \$200,000 or more. However, Calumet County has an estimated shortage of 2,948 homes that these households could afford. The result is that these households buy lesser valued homes, directly competing with households in lower income levels for the same houses. This increased buying demand forces up home prices for lower income level households forcing them to spend more than 30% of their income on housing (and foregoing other expenditures) or to seek lower priced homes, homes below their household affordability level, causing a ripple effect down the affordability line.

Table 21: Affordable Housing Gap Analysis

Household Income Level	Total Households	Minimum Affordable House Value	Maximum Affordable House Value	Approximate Home Value	Estimated # of Houses between Min and Max House Value	Housing Gap
Less than \$10,000	290	\$0	\$31,790	Less than \$30,000	565	275
\$10,000 to \$24,999	976	\$31,790	\$70,469	\$30,000 - \$70,000	330	646
\$25,000 to 49,999	2521	\$70,471	\$134,938	\$70,000 - \$125,000	3,001	480
\$50,000 to \$74,999	3085	\$134,941	\$199,407	\$125,000 - \$200,000	5,924	2839
\$75,000 to \$99,999	2829	\$199,410	\$263,876	\$200,000 - \$250,000	2,640	189
\$100,000 or more	6114	\$263,879	Or more	\$250,000+	3,355	2759

Source: US Census 2018 ACS 5 year estimate

By constructing more homes valued at \$200,000 or more, households with higher incomes may purchase them, freeing up lower cost housing for others, but this does not address affordable housing for the lowest of household incomes. Most homes available for \$60,000 or less are typically mobile homes or small single-family homes in need of rehabilitation.

Development and Public Infrastructure Costs

A major reason housing development is becoming prohibitively expensive is that costs associated with construction and related infrastructure have gone up considerably over the last 20 years. The housing industry lost many home builders and developers who went out of business after the Great Recession. Today, according to a recent study released by the Wisconsin Realtors Association, construction costs are rising faster than inflation and incomes due to increases in material prices coupled with severe labor shortages. Currently, 73% of Wisconsin construction firms have labor shortages. Finally, those home builders and developers who are willing to make the large investment in land and infrastructure to build homes are only focusing on the larger homes in well-known markets located in larger urban areas in proven neighborhoods.

Another key factor related to increased housing costs is the cost of public infrastructure has increased as well. Cedar Corporation researched costs for streets and utilities that it received for projects bid in 1998, 2008, and 2018. Table 22 shows the costs for per linear foot for street, sidewalk, watermain, storm sewer, and sanitary sewer construction have increased by 184.7% between 1998 and 2018. During the same time, the national inflation rate rose 54.1%, meaning that the infrastructure costs associated with home development far outpaced inflation.

This large increase in street and utility costs is a main contributor to the financial gap developers have to address when trying to construct affordable housing.

Table 22: Street and Utility Costs for New Development

	1998	2008	2018
Street	\$80.02	\$134.28	\$224.67
Sidewalk	\$9.94	\$16.97	\$21.78
Watermain	\$36.25	\$70.28	\$109.74
Storm Sewer	\$26.12	\$35.00	\$78.91
Sanitary Sewer	\$32.19	\$53.94	\$90.23
Total per Foot	\$184.52	\$310.47	\$525.33

Source: Cedar Corporation

Table 23: Infrastructure Costs Per Lot

	1998	2018
100' wide lot:	\$9,200	\$26,250
80' wide lot:	\$7,380	\$21,000
50' wide lot:	\$4,600	\$13,125

Source: Cedar Corporation

Table 23 takes the total per foot construction costs from Table 22 and applies it to different lot widths. This table assumes a house is being built on both sides of the street thus sharing the linear foot costs. The smaller lot sizes allow for a better distribution of construction costs, lowering each lot's share of the infrastructure costs.

Table 24: Example TIF Payback

Assuming a Mill Rate	\$20.00
Interest Rate	4.50%
Construction Cost	\$1,500,000
Assessed Value	\$1,500,000
Taxes Per Yr.	\$30,000
TIF Payback	
5 yrs.	\$75,519.27
7 yrs.	\$120,601.00
10 yrs.	\$181,201.51

Using the cost per linear foot in Table 22, it would cost an estimated \$173,250 to construct 330 feet of road assuming a 36' wide road with a 5' sidewalk on one side.

Table 24 shows that if six homes, three per each side of the street, were constructed and valued at \$250,000 each, it would take approximately 10 years for a TIF District to recover the costs to build the street.

Source: Cedar Corporation

Street and utility costs remain one of the biggest obstacles to affordably priced housing resulting in most, if not all, of the communities that Cedar has worked with over the past year, having to support the costs of the public infrastructure costs or they would not have occurred. This support typically takes the form of TIF dollars being used to offset or pay for the public infrastructure.

General Observations

In summary,

1. Households earning \$50,000 or more will have an easier time finding affordable housing options than households that earn less. Households who rent have the most difficulty finding affordable housing.
2. The top four (4) industries employ an estimated 10,035 workers with average annual wages between \$13,065 and \$50,630. Lower wages make it more difficult for a person to find affordable housing in Calumet County.
3. There is a shortage of homes valued at \$200,000 or more. Residents who can afford these homes are “buying down” competing with lesser income residents for the same home which drives up prices.
4. Labor, material and infrastructure costs have outpaced income gains.

Example Projects and the Capital Stack

Below are two case studies on projects that have been completed by Movin Out, an affordable housing developer from Madison, Wisconsin, that Cedar Corporation has worked with. The Capital Stack represents the different layers of financing sources that go into funding the purchase and improvement of a real estate project. Neither project would have occurred without multiple sources of funding including TIF.

Elven Sted Apartments – Stoughton



TOTAL DEVELOPMENT COST \$7,344,000	
First Mortgage	\$640,000
9% Tax Credit Equity	\$5,550,000
Tax Incremental Financing	\$428,000
City Discount on Land Sale	\$164,000
HOME Funds	\$372,000
State of Wisconsin Brownfield Grant	\$190,000

- 33 units of mixed-income apartments
- 11 units targeted to households where one family member has a permanent disability
- Worked with City to plan and develop City-owned site as part of the City's Downtown Redevelopment Plan

Pioneer Ridge – Wisconsin Dells



TOTAL DEVELOPMENT COST \$13,055,713	
First Mortgage	\$2,675,000
9% Tax Credit Equity	\$7,234,277
Tax Incremental Financing (TIF)	\$715,000
WHEDA Second Mortgage	\$560,000
State HOME Funds	\$500,000
Federal Home Loan AHP Funds	\$675,000
Deferred Developer Fee	\$21,436

- 72 units of mixed-income housing
- 18 units targeted to households where one family member has a permanent disability.

MOODY'S

INVESTORS SERVICE

Rating Action: Moody's assigns initial Aa2 to Village of Harrison, WI's GO bonds and notes

19 Oct 2020

New York, October 19, 2020 -- Moody's Investors Service has assigned an initial Aa2 rating to the Village of Harrison, WI's \$2 million General Obligation Promissory Notes and \$1.4 million General Obligation Refunding Bonds. Post-issuance the village will have \$4.5 million in general obligation unlimited tax (GOULT) debt, of which \$3.4 million is rated by Moody's.

RATINGS RATIONALE

The initial Aa2 rating for the village reflects the moderately-sized tax base, strong resident wealth indices, healthy financial position despite expectation for modest declines, and modest debt and pension liabilities. The village has had minimal impacts from the coronavirus because of stable revenues including property taxes, and low local unemployment. Governance is a key driver of the initial rating incorporating the state's strict caps on property tax receipts and relatively flexible expenditure framework.

RATING OUTLOOK

Outlooks are generally not applicable for local government credits with this amount of debt.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATINGS

- Significant growth in the village's tax base
- Ability to maintain strong reserves while addressing potential budgetary changes connected to the village's growth

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATINGS

- Erosion of the village's tax base or demographic profile
- Material declines in reserves or liquidity
- Increased debt or pension burden

LEGAL SECURITY

Debt service on the village's GOULT debt is secured by full faith and credit pledge, which benefits from a designated property tax levy that is unlimited as to rate or amount.

USE OF PROCEEDS

The proceeds of the promissory note will finance street projects. The proceeds of the refunding bonds will refund a 2015 state trust fund loan to fund issued for economic development projects in the village's TID 1.

PROFILE

The Village of Harrison is located in Calumet (Aa2) and Outagamie (Aaa) Counties in central eastern Wisconsin (Aa1 stable) approximately 10 miles east of the City of Appleton (Aa1). The village incorporated in 2013 and grew to its current size of approximately 33 square miles in 2017 when it annexed the Town of Harrison. Presently there are about 13,185 residents. The village provides a variety of municipal services, including water and sewer utilities, public works, and public safety.

METHODOLOGY

The principal methodology used in these ratings was US Local Government General Obligation Debt published in July 2020 and available at https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBM_1230443. Alternatively, please see the Rating Methodologies page on www.moody.com for a

copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found at: https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_79004.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the ratings tab on the issuer/entity page for the respective issuer on www.moody.com.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://www.moody.com/researchdocumentcontentpage.aspx?docid=PBC_1133569.

At least one ESG consideration was material to the credit rating action(s) announced and described above.

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October 15, 2020

Village of Harrison
Attn: Travis Parish
W5298 HWY 114
Menasha, WI 54952

Re: Village of Harrison
2020 Asphalt Paving Program
Certificate For Payment #1
McM. No. H0006-9-19-00675.12

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of \$263,464.10 for partial payment for work performed through October 15, 2020.

Please process the enclosed, and forward payment to Northeast Asphalt, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Lee R. Reibold".

Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

LRR:car

cc: Northeast Asphalt, Inc.

Enclosure: Certificate For Payment #1

**CERTIFICATE FOR
PAYMENT**

Village of Harrison
W5298 HWY 114
Menasha, WI 54952
Attn: Travis Parish

Contract No. H0006-9-19-00675-B
Project File No. H0006-9-19-00675.12
Certificate No. One (1)
Issue Date: October 15, 2020
Project: Village of Harrison
2020 Asphalt Paving Program

This Is To Certify That, In Accordance With The Contract Documents Dated: August 10, 2020

Northeast Asphalt, Inc.
W6380 Design Drive
Greenville, WI 54942

Is Entitled To **Partial** Payment For Work Performed Through: October 15, 2020

- Contractor's Application For Payment Attached.
- Itemized Cost Breakdown Attached.

Original Contract	<u>\$279,467.35</u>	Completed To Date	<u>\$270,450.78</u>
Net Change Orders	<u>-</u>	Retainage 2.5%	<u>\$6,986.68</u>
Current Contract Amount	<u>\$279,467.35</u>	Subtotal	<u>\$263,464.10</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$263,464.10

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



Lee R. Reibold, P.E.
Associate / Municipal & Civil Engineer

VILLAGE OF HARRISON
 2020 ASPHALT PAVING PROGRAM
 GOLDEN WAY, PEARL DRIVE & CORAL COURT
 SCHEDULE OF COSTS BASED UPON AS-CONSTRUCTED QUANTITIES
 McM No. H0006-9-19-00675.12
 Base Bid Items:

A. Coral Court

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,400	S.Y.	\$ 0.58	\$ 812.00	1,649	\$ 956.42
2	Fine grading & compaction of road base	1,660	S.Y.	\$ 2.10	\$ 3,486.00	1,869	\$ 3,924.90
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	190	TONS	\$ 56.20	\$ 10,678.00	200	\$ 11,240.00
4	1 3/4-inch HMA pavement, Type E-0.3, upper layer	150	TONS	\$ 59.85	\$ 8,977.50	159	\$ 9,516.15
5	Sawing asphalt (WDOT Item No. 690.0150)	220	L.F.	\$ 1.65	\$ 363.00	178	\$ 293.70
6	Base aggregate dense 3/4-inch for shouldering	70	TONS	\$ 22.95	\$ 1,606.50	26.78	\$ 614.60
7	Manhole adjustments	1	EACH	\$ 395.00	\$ 395.00	1	\$ 395.00
8	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
							\$ 27,208.00
							\$ 27,830.77

B. Pearl Drive

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,540	S.Y.	\$ 0.58	\$ 893.20	1,690	\$ 980.20
2	Fine grading & compaction of road base	1,960	S.Y.	\$ 2.10	\$ 4,116.00	1,944	\$ 4,082.40
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	210	TONS	\$ 56.20	\$ 11,802.00	190	\$ 10,678.00
4	1 3/4-inch HMA pavement, Type E-0.3, upper layer	160	TONS	\$ 59.85	\$ 9,576.00	153	\$ 9,157.05
5	Sawing asphalt (WDOT Item No. 690.0150)	270	L.F.	\$ 1.65	\$ 445.50	303	\$ 499.95
6	Base aggregate dense 3/4-inch for shouldering	100	TONS	\$ 22.95	\$ 2,295.00	38.68	\$ 887.71
7	Manhole adjustments	2	EACH	\$ 395.00	\$ 790.00	1	\$ 395.00
8	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
							\$ 30,807.70
							\$ 27,570.31

C. Golden Way

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	4,620	S.Y.	\$ 0.58	\$ 2,679.60	4,993	\$ 2,895.94
2	Fine grading & compaction of road base	5,880	S.Y.	\$ 2.10	\$ 12,348.00	5,856	\$ 12,297.60
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	625	TONS	\$ 56.20	\$ 35,125.00	500	\$ 28,100.00
4	1 3/4-inch HMA pavement, Type E-0.3, upper layer	485	TONS	\$ 59.85	\$ 29,027.25	450	\$ 26,932.50
5	Sawing asphalt (WDOT Item No. 690.0150)	530	L.F.	\$ 1.65	\$ 874.50	558	\$ 920.70
6	Base aggregate dense 3/4-inch for shouldering	300	TONS	\$ 22.95	\$ 6,885.00	116.04	\$ 2,663.12
7	Manhole adjustments	8	EACH	\$ 395.00	\$ 3,160.00	8	\$ 3,160.00
8	Remove and reset storm sewer flared end section	1	EACH	\$ 4,865.00	\$ 4,865.00	1	\$ 4,865.00
9	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
							\$ 95,854.35
							\$ 138,125.94

Total Base Bid (Items A, B and C) = \$ 153,870.05

VILLAGE OF HARRISON
 2020 ASPHALT PAVING PROGRAM
 GOLDEN WAY, PEARL DRIVE & CORAL COURT
 SCHEDULE OF COSTS BASED UPON AS-CONSTRUCTED QUANTITIES
 McM No. H0006-9-19-00675.12

Supplemental Bid Items:

1. Emerald Drive

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	3,510	S.Y.	\$ 0.50	\$ 1,755.00	3,649	\$ 1,824.50
2	Fine grading & compaction of road base	4,470	S.Y.	\$ 1.90	\$ 8,493.00	4,306	\$ 8,181.40
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	475	TONS	\$ 56.20	\$ 26,695.00	425	\$ 23,885.00
4	2 1/4-inch HMA pavement, Type E-0.3, upper layer	370	TONS	\$ 59.85	\$ 22,144.50	360	\$ 20,947.50
5	Sawing asphalt (WDOT Item No. 690.0150)	620	L.F.	\$ 1.65	\$ 1,023.00	831	\$ 1,371.15
6	Base aggregate dense 3/4-inch for shouldering	220	TONS	\$ 22.95	\$ 5,049.00	86.29	\$ 1,980.36
7	Manhole adjustments	2	EACH	\$ 395.00	\$ 790.00	2	\$ 790.00
8	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
					\$ 66,839.50		\$ 59,869.91

2. Woodsedge Court

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,520	S.Y.	\$ 0.50	\$ 760.00	1,439	\$ 719.50
2	Fine grading & compaction of road base	1,520	S.Y.	\$ 3.00	\$ 4,560.00	1,439	\$ 4,317.00
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	205	TONS	\$ 56.20	\$ 11,521.00	225.20	\$ 12,656.24
4	1 3/4-inch HMA pavement, Type E-0.3, upper layer	160	TONS	\$ 59.85	\$ 9,576.00	170.92	\$ 10,229.56
5	Sawing asphalt (WDOT Item No. 690.0150)	32	L.F.	\$ 1.65	\$ 52.80	38	\$ 62.70
6	Manhole adjustments	1	EACH	\$ 395.00	\$ 395.00	2	\$ 790.00
7	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
					\$ 27,754.80		\$ 29,665.00

3. Garnet Court

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1	Pulverize existing asphalt pavement	1,560	S.Y.	\$ 0.50	\$ 780.00	1,598	\$ 799.00
2	Fine grading & compaction of road base	1,850	S.Y.	\$ 2.70	\$ 4,995.00	1,771	\$ 4,781.70
3	2 1/4-inch HMA pavement, Type E-0.3, lower layer	210	TONS	\$ 56.20	\$ 11,802.00	195	\$ 10,959.00
4	1 3/4-inch HMA pavement, Type E-0.3, upper layer	165	TONS	\$ 59.85	\$ 9,875.25	162	\$ 9,695.70
5	Sawing asphalt (WDOT Item No. 690.0150)	330	L.F.	\$ 1.65	\$ 544.50	243	\$ 400.95
6	Base aggregate dense 3/4-inch for shouldering	75	TONS	\$ 22.95	\$ 1,721.25	29.76	\$ 682.99
7	Manhole adjustments	1	EACH	\$ 395.00	\$ 395.00	1	\$ 395.00
8	Contractor quality control testing	1	L.S.	\$ 890.00	\$ 890.00	1	\$ 890.00
					\$ 31,003.00		\$ 28,604.34

Total Supplemental Bid (Items 1, 2 and 3) = \$ 125,597.30

\$ 118,139.25

VILLAGE OF HARRISON
 2020 ASPHALT PAVING PROGRAM
 GOLDEN WAY, PEARL DRIVE & CORAL COURT
 SCHEDULE OF COSTS BASED UPON AS-CONSTRUCTED QUANTITIES
 McM No. H0006-9-19-00675.12

Total Base Bid + Supplemental Bid = \$ 279,467.35 \$ 256,265.18

Change Order Items:

Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Quantity	Total Cost
1.1	3" HMA pavement asphalt driveways	0	S.Y.	\$ 34.10	\$ -	416	\$ 14,185.60

Total Contract = \$ 279,467.35 \$ 270,450.78

Completed to Date	\$ 270,450.78
Retainage	\$ 6,986.68
Subtotal	\$ 263,464.10
Previous Application	\$ -
Amount Due this Application	\$ 263,464.10

McMAHON

McMahon Associates, Inc.
ENGINEERS ARCHITECTS
SCIENTISTS LAND SURVEYORS

1445 McMahon Drive
Neenah, WI 54956

Telephone: (920)751-4200
FAX: (920)751-4284

P.O. Box 1025
Neenah, WI 54957-1025

APPLICATION

(OWNER)
Village of Harrison
W5298 Hwy 114
Menasha, WI 54952

PROJECT:	<u>V/O Harrison 2020 Asphalt Paving</u>
CONTRACTOR	<u>Northeast Asphalt, Inc.</u>
Contract No.	<u>H0006-9-19-00675-B</u>
Project No.	<u>H0006-9-19-00675-B</u>
Application No.	<u>1</u>
Application Date	<u>October 15, 2020</u>
Period From	<u>07/14/20</u> To <u>10/15/20</u>

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- Schedule Of Values
- Schedule Of Unit Prices
- Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	<u>\$ 279,467.35</u>	Completed to date	<u>\$ 270,450.78</u>
Net Change Orders	<u> </u>	Retainage	<u>\$ 13,522.54</u>
Current Contract Amount	<u>\$ 279,467.35</u>	Sub-total	<u>\$ 256,928.24</u>
		Previous Payments	<u> </u>

Amount Due This Application:	\$ 256,928.24
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The undersigned Contractor hereby swears, under penalty of perjury, that 1) All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications For Payment numbered 1 through 1 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated October 15, 2020

Northeast Asphalt, Inc.

BY Taylor Tauer (contractor) DS
JT

DocuSigned by:

EFA91837DB28A34
Taylor Tauer, Area Manager

COUNTY OF Outagamie
STATE OF Wisconsin } ss

MARY J JORGENSEN Notary Public State of Wisconsin
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Before me on this 15th day of October, personally appeared Taylor Tauer known to me, who being duly sworn, did depose and say that he/she is the Area Manager of the Contractor above mentioned; that he/she executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 03/03/23

Mary Jorgensen
(Notary Public)

Northeast Asphalt Job # 708745

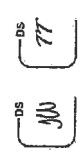
V/O HARRISON 2020 ASPHALT PAVING PROGRAM

Schedule of costs based upon actual bid results.

Bid Item	Description of Work	Schematic Qty	UM	Unit Price	Subtotal Amount	With Completed Previous Requests	Quantity	Amount	Quantity	Amount	Total Completed & Stored	
											Quantity	Amount
A1	Pulverize Existing Asphalt Pavement	1,400.00	SY	\$ 0.58	\$ 812.00	-	1649	\$ 956.42	1649	\$ 956.42		
A2	Fine Grading & Compaction Of Road Base	1,660.00	SY	\$ 2.10	\$ 3,486.00	-	1869	\$ 3,924.90	1869	\$ 3,924.90		
A3	2 1/2 Inch HMA Pavement, 3LT 58-28S	190.00	TN	\$ 56.20	\$ 10,678.00	-	200	\$ 11,240.00	200	\$ 11,240.00		
A4	1 1/2 Inch HMA Pavement, 4LT 58-28S	150.00	TN	\$ 59.85	\$ 8,977.50	-	159	\$ 9,516.15	159	\$ 9,516.15		
A5	Sawing Asphalt (WisDOT Item No. 690.0150)	220.00	LF	\$ 1.65	\$ 363.00	-	178	\$ 293.70	178	\$ 293.70		
A6	Base Aggregate Dense 1/2 Inch For Shouldering	70.00	TN	\$ 22.95	\$ 1,606.50	-	26.78	\$ 614.60	26.78	\$ 614.60		
A7	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	1.00	EA	\$ 395.00	\$ 395.00	-	1	\$ 395.00	1	\$ 395.00		
A8	Contractor Quality Control Testing	1.00	LS	\$ 890.00	\$ 890.00	-	1	\$ 890.00	1	\$ 890.00		
CORAL COURT												
B1	Pulverize Existing Asphalt Pavement	1,540.00	SY	\$ 0.58	\$ 893.20	-	1690	\$ 27,830.77		\$ 27,830.77		
B2	Fine Grading & Compaction Of Road Base	1,960.00	SY	\$ 2.10	\$ 4,116.00	-	1944	\$ 4,082.40	1944	\$ 4,082.40		
B3	2 1/2 Inch HMA Pavement, 3LT 58-28S	210.00	TN	\$ 56.20	\$ 11,802.00	-	190	\$ 10,678.00	190	\$ 10,678.00		
B4	1 1/2 Inch HMA Pavement, 4LT 58-28S	160.00	TN	\$ 59.85	\$ 9,576.00	-	153	\$ 9,157.05	153	\$ 9,157.05		
B5	Sawing Asphalt (WisDOT Item No. 690.0150)	270.00	LF	\$ 1.65	\$ 445.50	-	303	\$ 499.95	303	\$ 499.95		
B6	Base Aggregate Dense 1/2 Inch For Shouldering	100.00	TN	\$ 22.95	\$ 2,295.00	-	38.68	\$ 887.71	38.68	\$ 887.71		
B7	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	2.00	EA	\$ 395.00	\$ 790.00	-	1	\$ 395.00	1	\$ 395.00		
B8	Contractor Quality Control Testing	1.00	LS	\$ 890.00	\$ 890.00	-	1	\$ 890.00	1	\$ 890.00		
PEARL DRIVE												
C1	Pulverize Existing Asphalt Pavement	4,620.00	SY	\$ 0.58	\$ 2,679.60	-	4993	\$ 27,570.31		\$ 27,570.31		
C2	Fine Grading & Compaction Of Road Base	5,880.00	SY	\$ 2.10	\$ 12,348.00	-	5856	\$ 12,297.60	5856	\$ 12,297.60		
C3	2 1/2 Inch HMA Pavement, 3LT 58-28S	625.00	TN	\$ 56.20	\$ 35,125.00	-	500	\$ 28,100.00	500	\$ 28,100.00		
C4	1 1/2 Inch HMA Pavement, 4LT 58-28S	485.00	TN	\$ 59.85	\$ 29,027.25	-	450	\$ 26,932.50	450	\$ 26,932.50		
C5	Sawing Asphalt (WisDOT Item No. 690.0150)	300.00	LF	\$ 1.65	\$ 495.00	-	558	\$ 920.70	558	\$ 920.70		
C6	Base Aggregate Dense 1/2 Inch For Shouldering	8.00	TN	\$ 22.95	\$ 183.60	-	8	\$ 183.60	8	\$ 183.60		
C7	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	1.00	EA	\$ 395.00	\$ 395.00	-	1	\$ 395.00	1	\$ 395.00		
C8	Remove And Reset Storm Sewer Flared End Section	1.00	EA	\$ 4,865.00	\$ 4,865.00	-	1	\$ 4,865.00	1	\$ 4,865.00		
C9	Contractor Quality Control Testing	1.00	LS	\$ 890.00	\$ 890.00	-	1	\$ 890.00	1	\$ 890.00		
GOLDEN WAY												
SB1-1	Pulverize Existing Asphalt Pavement	3,510.00	SY	\$ 0.50	\$ 1,755.00	-	3649	\$ 82,724.86		\$ 82,724.86		
SB1-2	Fine Grading & Compaction Of Road Base	4,470.00	SY	\$ 1.90	\$ 8,493.00	-	4306	\$ 8,181.40	4306	\$ 8,181.40		
SB1-3	2 1/2 Inch HMA Pavement, 3LT 58-28S	475.00	TN	\$ 56.20	\$ 26,695.00	-	425	\$ 23,885.00	425	\$ 23,885.00		
SB1-4	1 1/2 Inch HMA Pavement, 4LT 58-28S	370.00	TN	\$ 59.85	\$ 22,144.50	-	330	\$ 20,947.50	330	\$ 20,947.50		
SB1-5	Sawing Asphalt (WisDOT Item No. 690.0150)	620.00	LF	\$ 1.65	\$ 1,023.00	-	831	\$ 1,371.15	831	\$ 1,371.15		
SB1-6	Base Aggregate Dense 1/2 Inch For Shouldering	220.00	TN	\$ 22.95	\$ 5,049.00	-	86.29	\$ 1,980.36	86.29	\$ 1,980.36		
SB1-7	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	2.00	EA	\$ 395.00	\$ 790.00	-	2	\$ 790.00	2	\$ 790.00		
SB1-8	Contractor Quality Control Testing	1.00	LS	\$ 890.00	\$ 890.00	-	1	\$ 890.00	1	\$ 890.00		
EMERALD LANE												
SB2-1	Pulverize Existing Asphalt Pavement	1,520.00	SY	\$ 0.50	\$ 760.00	-	1439	\$ 59,869.91		\$ 59,869.91		
SB2-2	Fine Grading & Compaction Of Road Base	1,520.00	SY	\$ 3.00	\$ 4,560.00	-	1439	\$ 4,317.00	1439	\$ 4,317.00		
SB2-3	2 1/2 Inch HMA Pavement, 3LT 58-28S	205.00	TN	\$ 56.20	\$ 11,521.00	-	225.2	\$ 12,656.24	225.2	\$ 12,656.24		
SB2-4	1 1/2 Inch HMA Pavement, 4LT 58-28S	160.00	TN	\$ 59.85	\$ 9,576.00	-	170.92	\$ 10,229.56	170.92	\$ 10,229.56		
SB2-5	Sawing Asphalt (WisDOT Item No. 690.0150)	32.00	LF	\$ 1.65	\$ 52.80	-	38	\$ 62.70	38	\$ 62.70		
SB2-6	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	1.00	EA	\$ 395.00	\$ 395.00	-	2	\$ 790.00	2	\$ 790.00		
SB2-7	Contractor Quality Control Testing	1.00	LS	\$ 890.00	\$ 890.00	-	1	\$ 890.00	1	\$ 890.00		
WOODEDGE COURT												
					\$ 27,754.80			\$ 29,665.00		\$ 29,665.00		

SB3-1	Pulverize Existing Asphalt Pavement	1,500.00	SY	\$	0.50	\$	780.00	\$	-	1,598	\$	799.00	\$	799.00
SB3-2	Fine Grading & Compaction Of Road Base	1,850.00	SY	\$	2.70	\$	4,995.00	\$	-	1,771	\$	4,781.70	\$	4,781.70
SB3-3	2 1/4 Inch HMA Pavement, 3LT 58-28S	210.00	TN	\$	56.20	\$	11,802.00	\$	-	195	\$	10,959.00	\$	10,959.00
SB3-4	1 3/4 Inch HMA Pavement, 4LT 58-28S	165.00	TN	\$	59.85	\$	9,875.25	\$	-	162	\$	9,695.70	\$	9,695.70
SB3-5	Sawing Asphalt (WisDOT Item No. 690.0150)	330.00	LF	\$	1.65	\$	544.50	\$	-	243	\$	400.95	\$	400.95
SB3-6	Base Aggregate Dense 1/2 Inch For Shouldering	75.00	TN	\$	22.95	\$	1,721.25	\$	-	29.76	\$	682.99	\$	682.99
SB3-7	Adjusting Manhole Covers (WisDOT Item No. 611.8110)	1.00	EA	\$	395.00	\$	395.00	\$	-	1	\$	395.00	\$	395.00
SB3-8	Contractor Quality Control Testing	1.00	LS	\$	890.00	\$	890.00	\$	-	1	\$	890.00	\$	890.00
GARNET COURT														
7000	3" Asphalt Driveways	416.00	LS	\$	34.10	\$	14,185.60	\$	-	416	\$	14,185.60	\$	14,185.60
3" ASPHALT DRIVEWAYS														
TOTAL														
				\$		\$	270,450.78	\$		416	\$	14,185.60	\$	270,450.78

- 80 SY = 6008 Pearl
- 58 SY = 6032 Pearl
- 49 SY = 6017 Coral
- 48 SY = 6016 Coral
- 39 SY = 6024 Pearl
- 54 SY = 6017 Pearl
- 32 SY = 6014 Coral
- 57 SY = 9690 Golden



 ds MU

77

VILLAGE BOARD MEETING**VILLAGE OF HARRISON****From:**

Mark J. Mommaerts, AICP, Planner

Meeting Date:

October 27, 2020

Title:

Ord V20-14 Comprehensive Plan Amendment – Frazee
Ord V20-15 Zoning Map Amendment – Frazee
Certified Survey Map – Frazee

Issue:

Should the Village Board approve a Comprehensive Plan Amendment from Commercial to Single Family; a Zoning Map Amendment from CN to RS-1; and Certified Survey Map to create 3 single-family home sites?

Background and Additional Information:

The applicant is proposing to create 3 residential lots on property located along Old Highway Road, Tax IDs 42188. The property is currently zoned Neighborhood Commercial [CN] and is identified as Commercial in the Comprehensive Plan. A Comprehensive Plan Amendment and Zoning Map Amendment (Rezoning) is proposed in order to create the 3 residential lots. The proposed zoning will be Single-Family Residential (Suburban) [RS-1] which matches the zoning of the subdivision adjacent to the property.

Comprehensive Plan Amendment:

The applicant is proposing to amend the future land use map in the Comprehensive Plan to change the land use designation from Commercial to Single Family Residential (sewered).

Zoning Map Amendment:

The applicant is proposing to rezone from Neighborhood Commercial [CN] to Single-Family Residential (Suburban) [RS-1].

Certified Survey Map:

The applicant is proposing to split the property into 3-lots via Certified Survey Map (CSM). Each lot will be over 1-acre in area. Access to sewer and water is available along Old Highway Road. Access can be obtained onto Old Highway Road. All current and existing easements on the property will be retained.

Budget Impacts:

None.

Recommended Action:

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

Staff recommends approval of Plan Commission Resolution PC2020-03, recommending the Village Board amend the comprehensive plan.

Staff recommends approval of the Zoning Map Amendment from Neighborhood Commercial [CN] to Single-Family Residential (Suburban) [RS-1].

Staff recommends approval of the Certified Survey Map.

Attachments:

- Aerial Map
- Future Land Use Map
- Zoning Map
- Plan Commission Resolution PC2020-03
- Certified Survey Map
- Ord V20-14 Comprehensive Plan Amendment
- Ord V20-15 Zoning Map Amendment

Calumet County, WI

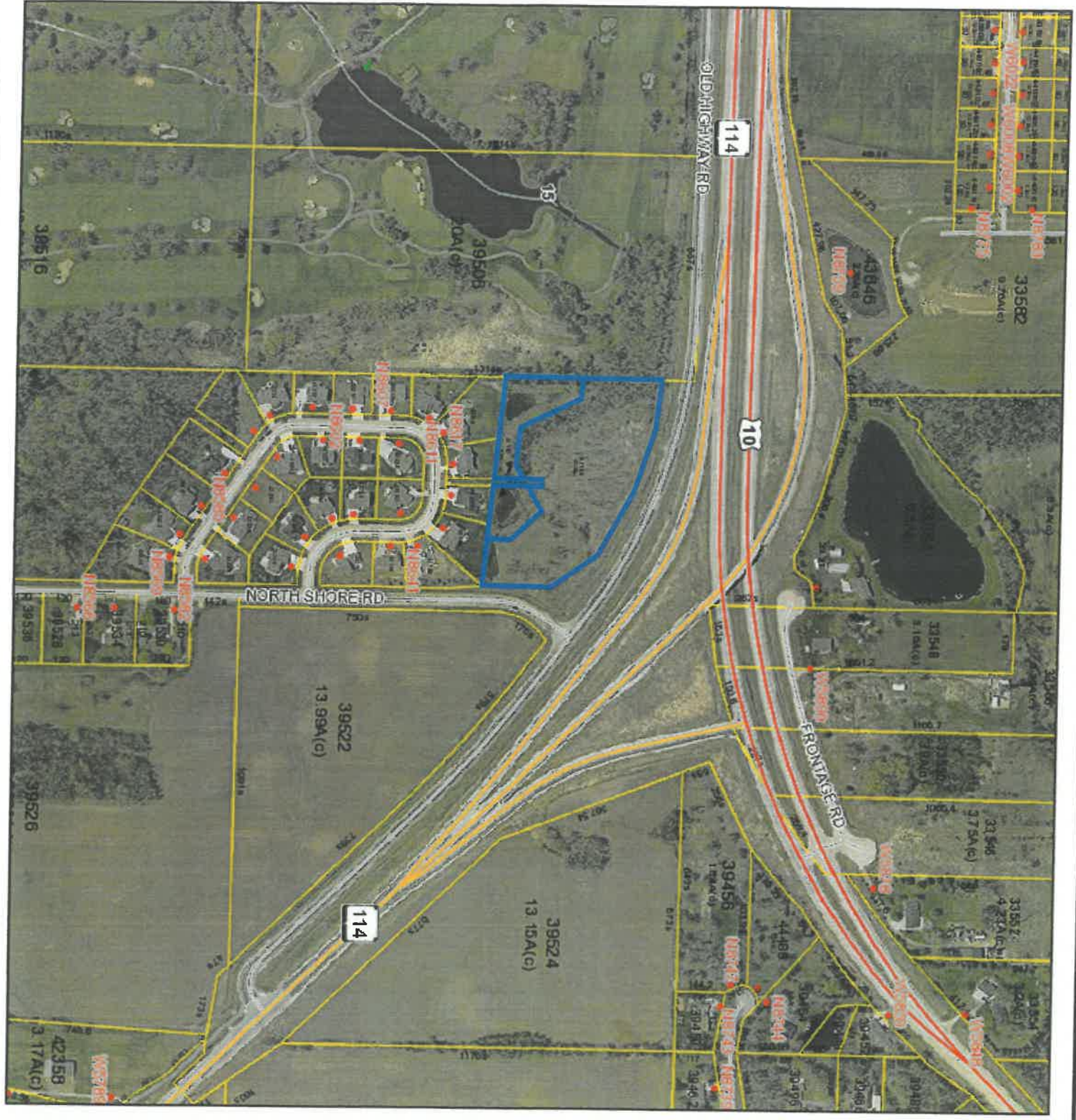
Legend

- Address Point
 - County Boundary
 - Wisconsin Water
 - Unincorporated Community
 - Town Boundary
 - Point of Interest
 - Parcel Boundary
 - Property Hook
 - PLSS Section
 - State Parks
 - County Parks
 - Lake
 - River and Stream
 - Major Roads
 - Local Roads
 - Local Roads
 - Municipal Streets
 - Trail
 - Railroad
- Color 2018**
- Road: Band_1
 - Green: Band_2
 - Blue: Band_3

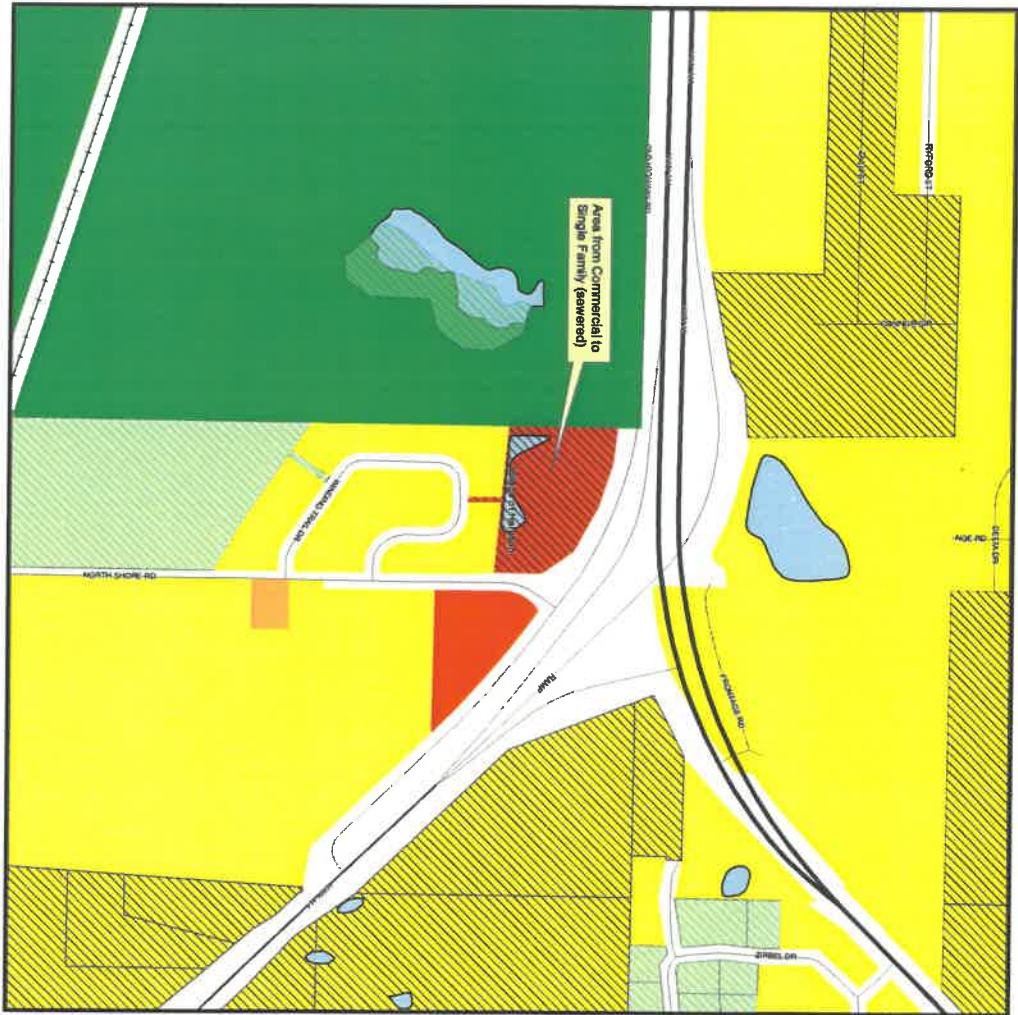


DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Author: Data Provider: 10/06/20 2:11 PM Source:	
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Future Land Use Map



Harrison Future Land Use Map 2004-2023

Legend

Future Land Use selection	Future Land Use
	County boundary
	Railroads
	Road Centerline
	Local
	Federal
	State
	County
	Private
	Single Family Residential (sewered)
	Single-Family Residential (transitional)
	Single-Family Residential (unsewered)
	Two-Family Residential
	Mobile Home Park
	Farmstead Homes
	Village Center
	Commercial
	Mixed Use
	Parks and Recreation
	Industrial
	Public/Institutional
	Ag. Vacant, Underdeveloped
	Special Agriculture
	Woodlands
	Wetlands/Quarries
	Wetlands



This map was prepared using data provided from various sources. Additional data were obtained through the following sources:

The Village of Harrison, Wisconsin Department of Public Works, Planning and Development, and the Village of Harrison, Wisconsin Department of Public Works, Planning and Development, provided data for the map.

This map is for informational purposes only and does not constitute a contract or offer of insurance. It is subject to change without notice.

Map Date: 11/13/2023

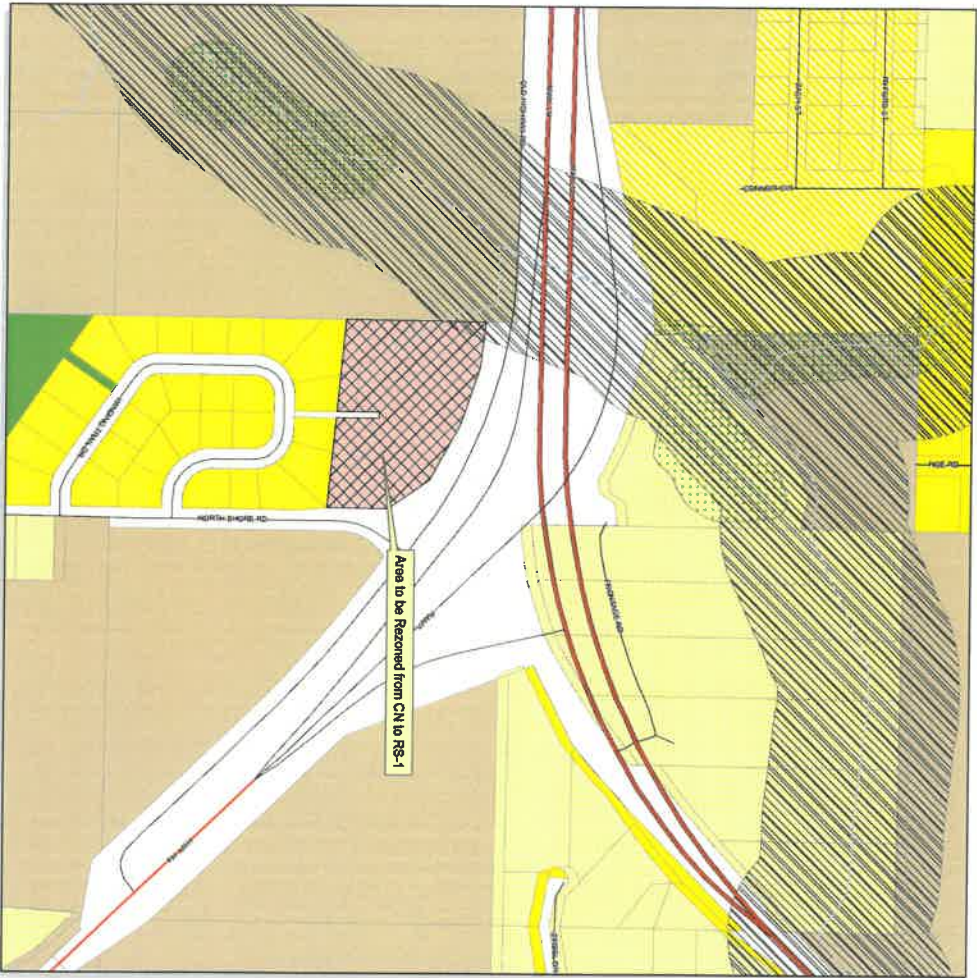
Map Scale: 1" = 0.125 miles

Map Projection: NAD 83 UTM Zone 18N

Map Author: Village of Harrison, Wisconsin Department of Public Works, Planning and Development



Zoning Map



Zoning Map Village of Harrison Calumet & Outagamie Counties, WI

Legend

Zoning Districts	RoadCenterline
AG General Agriculture	County Highway
RR Rural Residential	Local Roads
RS-1 Single-Family Residential (Suburban)	US Highway
RS-2 Single-Family Residential (Traditional)	State Highway
RT Two-Family Residential	US Highway
RM Multiple-Family Residential	Railroads
CN Neighborhood Commercial	Streams
COR Office & Retail Commercial	Water
CC Community Commercial	Parcels
BP Business Park	
MI Industrial & Manufacturing	
NC Natural & Conservancy	
MHO Mobile Home Overlay	
PPD Planned Development Overlay	
SHO Shoreland Overlay*	
SMD Shoreland-Wetland Overlay*	

* Please note that the SHO & SMD boundaries are subject to change based on determinations of navigable waterways.

The map was created by:
 Village of Harrison
 Planning Department
 Harrison, WI 54902
 800-888-1082
 Adopted: July 27, 2010
 Effective: November 1, 2010
 Current as of: August 26, 2020

Village of HARRISON
 WHERE OPPORTUNITY LIVES

Scale: 0 to 0.25 Miles
 0 0.125 0.25 Miles

Disclaimer:
 This map was created using data obtained from Calumet County. The map is neither a legally recorded map nor a survey and is not intended to be used as such. The Town of Harrison does not warrant the accuracy or completeness of the information shown on this map. The user of this map is responsible for the interpretation of the information shown on this map. The user of this map is responsible for the interpretation of the information shown on this map. The user of this map is responsible for the interpretation of the information shown on this map.

PLAN COMMISSION RESOLUTION 2020-03

**TO RECOMMEND TO THE VILLAGE BOARD AN AMENDMENT TO THE
HARRISON COMPREHENSIVE PLAN (Frazee)**

WHEREAS, the Harrison Plan Commission received an application from Jerry Frazee to amend the Comprehensive Plan Future Land Use Map from Commercial to Single Family Residential (sewered); and

WHEREAS, a map of the proposed amendment is attached to the Resolution as "Exhibit A"; and

WHEREAS, the amendments have resulted in a Plan that is compliant with the requirements of Section 66.1001(2) Wis. Stats; and

WHEREAS, the Plan Commission has held a least one public hearing on these amendments on October 27, 2020, in compliance with the requirements of Section 66.1001(4)(d) Wis. Stats.

NOW, THEREFORE BE IT RESOLVED, the Harrison Plan Commission recommends to the Village Board the adoption of the amendment from Commercial to Single Family Residential (sewered) for the property described as:

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 183,970 Square Feet (4.2234 Acres) of land described as follows: Commencing at the West 1/4 corner of Section 15; thence, along the North line of the Southwest 1/4 of said Section 15, S89°11'31"E, 1968.10 feet; thence S00°46'26"W, 98.30 feet to a point on the South right of way line of STH 114 Frontage road, said point being the point of beginning; thence, along said right of way line, S83°28'41"E, 149.47 feet; thence, continuing along said right of way line, S71°38'50"E, 190.70 feet; thence, continuing along said right of way line, S61°16'23"E, 213.57 feet; thence S34°46'45"E, 164.61 feet to the West right of way line of North Shore Road; thence, along said West right of way line, S00°50'52"W, 199.86 feet to the Northeast corner of Lot 5, North Shore Woods; thence, along the North line of said Lot 5 and Lot 6 North Shore Woods, N84°38'26"W, 136.94 feet; thence N01°00'36"E, 67.87 feet; thence N43°27'46"W, 122.88 feet; thence S59°59'12"W, 84.07 feet to the East line Outlot 1, of said North Shore Woods; thence, along said East line, N00°41'10"E, 40.43 feet to the Northeast Corner of said Outlot 1; thence, along the North line of said Outlot 1, N89°18'50"W, 20.00 feet to the Northwest corner of said Outlot 1; thence, along the West line of said Outlot 1, S00°41'10"W, 52.30 feet; thence S59°59'12"W, 46.25 feet; thence N84°26'35"W, 112.29 feet; thence N26°08'43"W, 193.68 feet; thence N84°39'17"W, 60.94 feet to the West line of said North Shore Woods; thence, along said West line, N00°40'26"E 231.30 feet to the point of beginning, subject to all easements, and restrictions of record.

Approved this 27th day of October, 2020.

Motion for adoption by: _____

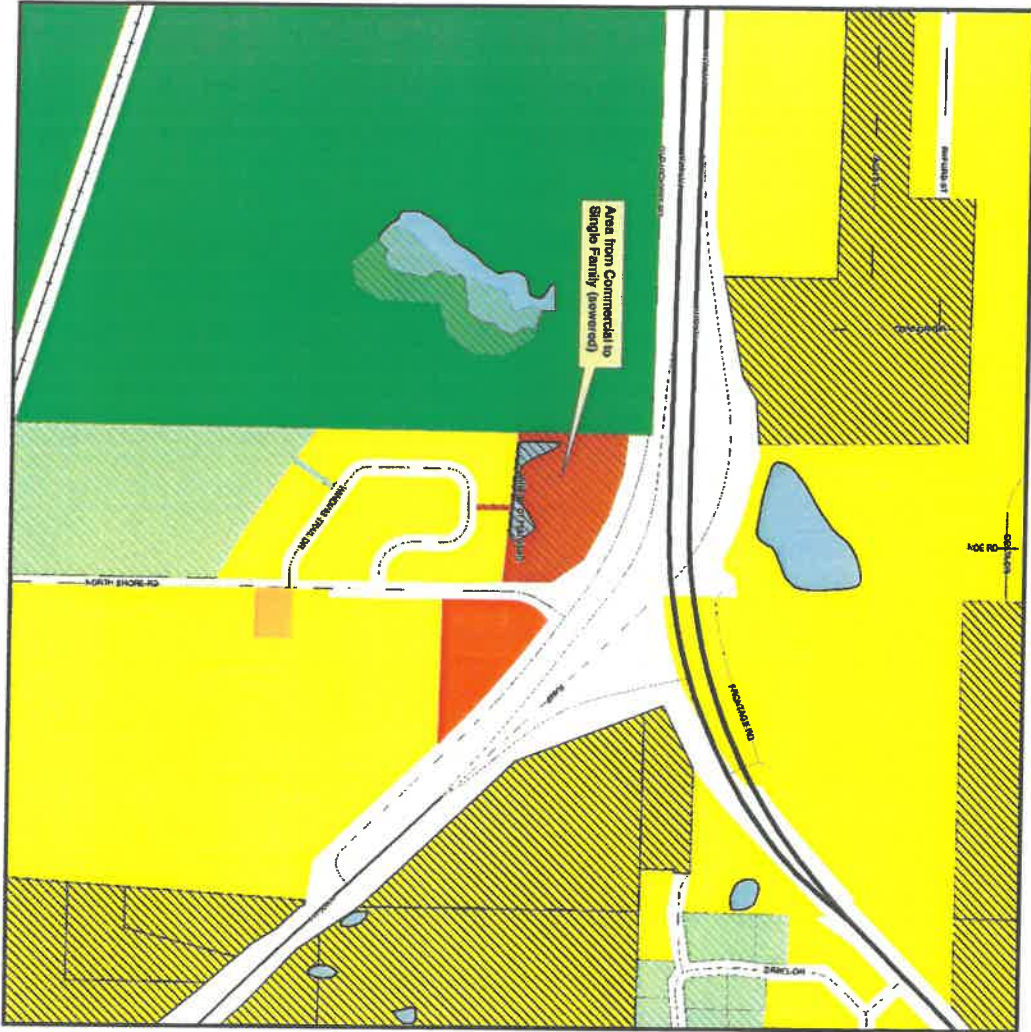
Seconded by: _____

Vote Aye: ____ Nay: ____

Kevin Hietpas, Plan Commission Chair

Attest: Mark J. Mommaerts, AICP, Harrison Planner

Exhibit A



Harrison Future Land Use Map 2004-2023

Legend

	Future Land Use selection		Future Land Use
	County Boundary		Single-Family Residential (sewered)
	Railroads		Single-Family Residential (transitional)
	Road Centerline		Single-Family Residential (unsewered)
	Local		Multi-Family Residential
	Federal		Mobile Home Park
	State		Farmstead Homes
	County		Village Center
	Private		Commercial
			Mixed Use
			Parks and Recreation
			Industrial
			Public/Institutional
			Ag. Vacant, Undeveloped
			Special Agriculture
			Woodlands
			Utilities/Quarries
			Wetlands



HARRISON
 Planning and Development
 1000 Harrison Blvd.
 Harrison, NJ 07033
 Phone: 908.527.1234
 Fax: 908.527.1235
 www.harrisonnj.gov

RECEIVED
 SEP 29 2020
 HARRISON PLANNING

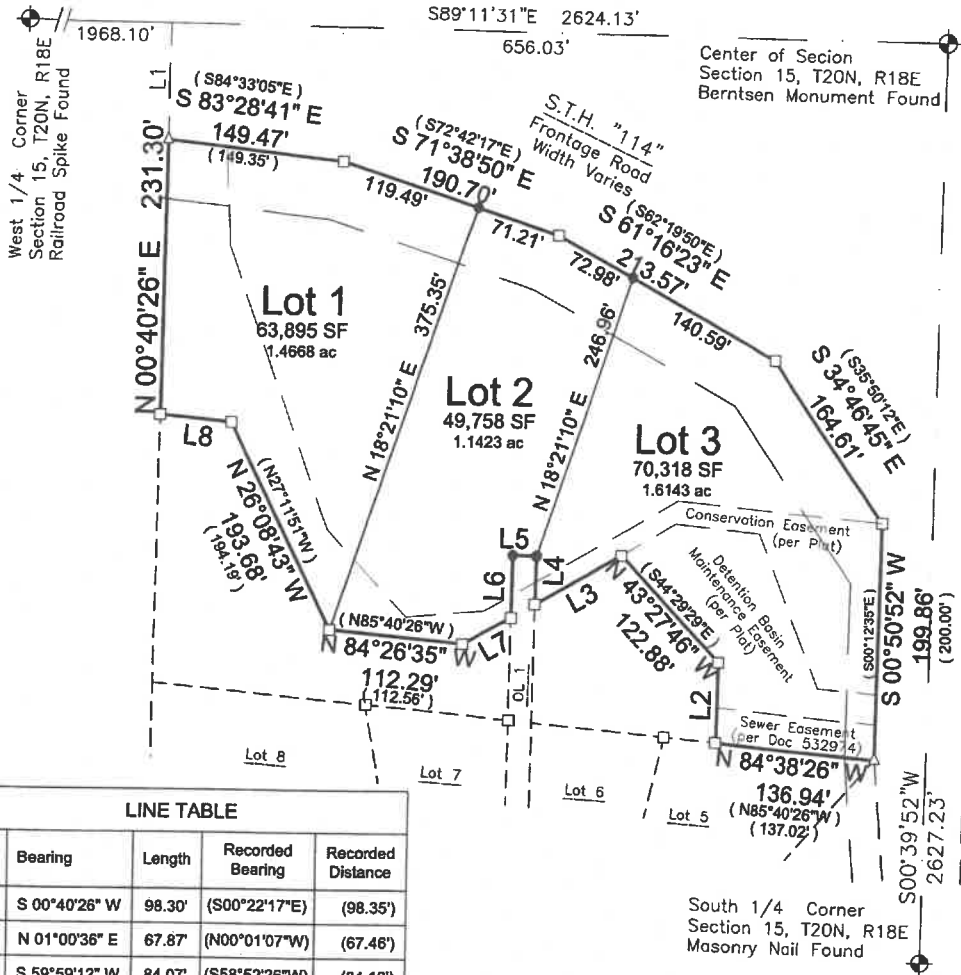
Certified Survey Map No. _____

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

LEGEND

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1 1/4" Rebar Found
- 1.3" O.D. Iron Pipe Found
- ⊙ Government Corner
- () Recorded As

Bearings are referenced to the North line of the Southeast 1/4, Section 15, T20N, R18E, assumed to bear S89°11'31"E, base on the Calumet County Coordinate System.



LINE TABLE				
Line	Bearing	Length	Recorded Bearing	Recorded Distance
L1	S 00°40'26" W	98.30'	(S00°22'17"E)	(98.35')
L2	N 01°00'36" E	67.87'	(N00°01'07"W)	(67.46')
L3	S 59°59'12" W	84.07'	(S58°52'26"W)	(84.12')
L4	N 00°41'10" E	40.43'	(N00°22'17"W)	
L5	N 89°18'50" W	20.00'	(S89°37'43"W)	
L6	S 00°41'10" W	52.30'	(N00°22'17"W)	
L7	S 59°59'12" W	46.25'	(S58°52'26"W)	(45.86')
L8	N 84°39'17" W	60.94'	(N85°40'26"W)	

James R. Sehloff PLS 2692 Date _____



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1184 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro

Survey for:
 Jerry Frazee
 N8641 Winding Trail Dr
 Menasha, WI 54952

File: 6253CSM.dwg
 Date: 09/03/2020
 Drafted By: jim
 Sheet: 1 of 3

Certified Survey Map No. _____

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Harrison, and under the direction of Jerry L Frazee, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 183,970 Square Feet (4.2234 Acres) of land described as follows:

Commencing at the West 1/4 corner of Section 15; thence, along the North line of the Southwest 1/4 of said Section 15, S89°11'31"E, 1968.10 feet; thence S00°46'26"W, 98.30 feet to a point on the South right of way line of STH 114 Frontage road, said point being the point of beginning; thence, along said right of way line, S83°28'41"E, 149.47 feet; thence, continuing along said right of way line, S71°38'50"E, 190.70 feet; thence, continuing along said right of way line, S61°16'23"E, 213.57 feet; thence S34°46'45"E, 164.61 feet to the West right of way line of North Shore Road; thence, along said West right of way line, S00°50'52"W, 199.86 feet to the Northeast corner of Lot 5, North Shore Woods; thence, along the North line of said Lot 5 and Lot 6 North Shore Woods, N84°38'26"W, 136.94 feet; thence N01°00'36"E, 67.87 feet; thence N43°27'46"W, 122.88 feet; thence S59°59'12"W, 84.07 feet to the East line Outlot 1, of said North Shore Woods; thence, along said East line, N00°41'10"E, 40.43 feet to the Northeast Corner of said Outlot 1; thence, along the North line of said Outlot 1, N89°18'50"W, 20.00 feet to the Northwest corner of said Outlot 1; thence, along the West line of said Outlot 1, S00°41'10"W, 52.30 feet; thence S59°59'12"W, 46.25 feet; thence N84°26'35"W, 112.29 feet; thence N26°08'43"W, 193.68 feet; thence N84°39'17"W, 60.94 feet to the West line of said North Shore Woods; thence, along said West line, N00°40'26"E 231.30 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this _____ day of _____, _____.

James R. Sehloff, Wisconsin Professional Land Surveyor No. S-2692

Owners' Certificate

As the property owner, I hereby certify that we caused the land described on this certified survey map to be surveyed, divided and mapped all as shown and represented on this map.

We do further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Harrison

Dated this _____ day of _____, 20_____

Jerry L Frazee, Owner

State of Wisconsin)
)SS
County)

Personally came before me on the _____ day of _____, 20_____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

My Commission Expires _____
Notary Public, Wisconsin

File: 6253CSM.dwg
Date: 08/03/2020
Drafted By: jim
Sheet: 2 of 3

Certified Survey Map No. _____

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15,
Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Village Board Approval Certificate

Resolved, that this certified survey map in the Village of Harrison, Calumet County, Jerry L Frazee, the property owner, is hereby approved by the Village Board of the Village of Harrison.

President Date

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

Clerk Date

Treasurers' Certificate

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

Village Treasurer Date

County Treasurer Date

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

The property owners of record:	Recording Information:	Parcel Number(s):
Jerry L Frazee	Doc 543018	42188

ORDINANCE V20-14

AN ORDINANCE ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN FOR THE VILLAGE OF HARRISON, WISCONSIN. (Frazee)

WHEREAS, the Harrison Plan Commission received an application from Jerry Frazee to amend the Comprehensive Plan Future Land Use Map land use designations from Commercial to Single Family Residential (sewered) for the following described property:

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 183,970 Square Feet (4.2234 Acres) of land described as follows: Commencing at the West 1/4 corner of Section 15; thence, along the North line of the Southwest 1/4 of said Section 15, S89°11'31"E, 1968.10 feet; thence S00°46'26"W, 98.30 feet to a point on the South right of way line of STH 114 Frontage road, said point being the point of beginning; thence, along said right of way line, S83°28'41"E, 149.47 feet; thence, continuing along said right of way line, S71°38'50"E, 190.70 feet; thence, continuing along said right of way line, S61°16'23"E, 213.57 feet; thence S34°46'45"E, 164.61 feet to the West right of way line of North Shore Road; thence, along said West right of way line, S00°50'52"W, 199.86 feet to the Northeast corner of Lot 5, North Shore Woods; thence, along the North line of said Lot 5 and Lot 6 North Shore Woods, N84°38'26"W, 136.94 feet; thence N01°00'36"E, 67.87 feet; thence N43°27'46"W, 122.88 feet; thence S59°59'12"W, 84.07 feet to the East line Outlot 1, of said North Shore Woods; thence, along said East line, N00°41'10"E, 40.43 feet to the Northeast Corner of said Outlot 1; thence, along the North line of said Outlot 1, N89°18'50"W, 20.00 feet to the Northwest corner of said Outlot 1; thence, along the West line of said Outlot 1, S00°41'10"W, 52.30 feet; thence S59°59'12"W, 46.25 feet; thence N84°26'35"W, 112.29 feet; thence N26°08'43"W, 193.68 feet; thence N84°39'17"W, 60.94 feet to the West line of said North Shore Woods; thence, along said West line, N00°40'26"E 231.30 feet to the point of beginning, subject to all easements, and restrictions of record..

WHEREAS, the proposed amendment is attached as "Exhibit A"; and

WHEREAS, the amendments have resulted in a Plan that is compliant with the requirements of Section 66.1001(2) Wis. Stats; and

WHEREAS, the Plan Commission has held a least one public hearing on this amendment on October 27, 2020, in compliance with the requirements of Section 66.1001(4)(d) Wis. Stats.

WHEREAS, the Plan Commission recommended approval of the amendment by adoption of Plan Commission Resolution PC2020-03.

THEREFORE, BE IT ORDAINED, by the Village Board of the Village of Harrison, Calumet & Outagamie Counties, Wisconsin, that Section 109-2 of the Code of Ordinances is amended to add the following:

- 12) The Village Board of the Village of Harrison, Wisconsin, does, by enactment of this ordinance, formally adopt amendments to the Harrison Comprehensive Plan, pursuant

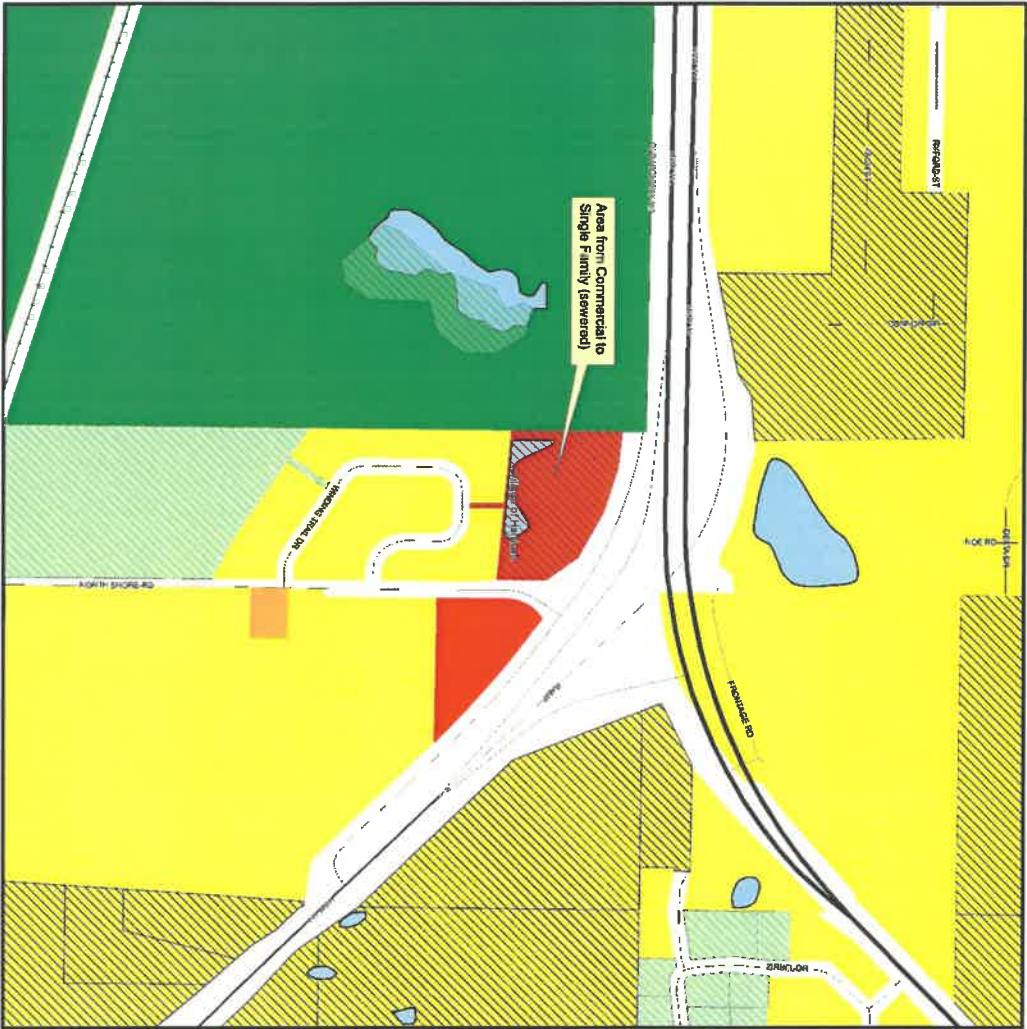
to section 66.1001(4)(c) of the Wisconsin Statutes as recommended by Plan
Commission Resolution PC2020-03.

Adopted by the Village Board of the Village of Harrison, Wisconsin this 27th day of October,
2020.

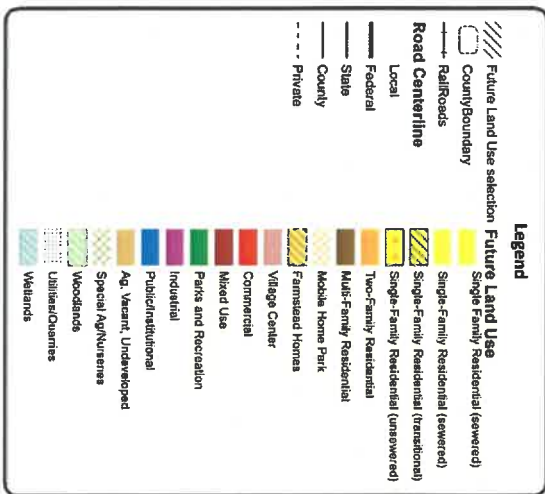
Kevin Hietpas, Village President

Attest: Jennifer Weyenberg, Village Clerk

Exhibit A



Harrison Future Land Use Map 2004-2023



Notes:
 1. This map is a planning tool and is not intended to be used for legal purposes. It is subject to change without notice.
 2. The map is based on the most current information available at the time of printing. It is not intended to be used for legal purposes.
 3. The map is based on the most current information available at the time of printing. It is not intended to be used for legal purposes.
 4. The map is based on the most current information available at the time of printing. It is not intended to be used for legal purposes.
 5. The map is based on the most current information available at the time of printing. It is not intended to be used for legal purposes.



ORDINANCE V20-15

**AN ORDINANCE AMENDING THE VILLAGE OF HARRISON
OFFICIAL ZONING MAP. (Frazee)**

WHEREAS, a public hearing on the map amendment (rezoning) was held by the Harrison Plan Commission on October 27, 2020; and

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

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

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

Part Lot 1 North Shore Woods located in the of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin, containing 183,970 Square Feet (4.2234 Acres) of land described as follows: Commencing at the West 1/4 corner of Section 15; thence, along the North line of the Southwest 1/4 of said Section 15, S89°11'31"E, 1968.10 feet; thence S00°46'26"W, 98.30 feet to a point on the South right of way line of STH 114 Frontage road, said point being the point of beginning; thence, along said right of way line, S83°28'41"E, 149.47 feet; thence, continuing along said right of way line, S71°38'50"E, 190.70 feet; thence, continuing along said right of way line, S61°16'23"E, 213.57 feet; thence S34°46'45"E, 164.61 feet to the West right of way line of North Shore Road; thence, along said West right of way line, S00°50'52"W, 199.86 feet to the Northeast corner of Lot 5, North Shore Woods; thence, along the North line of said Lot 5 and Lot 6 North Shore Woods, N84°38'26"W, 136.94 feet; thence N01°00'36"E, 67.87 feet; thence N43°27'46"W, 122.88 feet; thence S59°59'12"W, 84.07 feet to the East line Outlot 1, of said North Shore Woods; thence, along said East line, N00°41'10"E, 40.43 feet to the Northeast Corner of said Outlot 1; thence, along the North line of said Outlot 1, N89°18'50"W, 20.00 feet to the Northwest corner of said Outlot 1; thence, along the West line of said Outlot 1, S00°41'10"W, 52.30 feet; thence S59°59'12"W, 46.25 feet; thence N84°26'35"W, 112.29 feet; thence N26°08'43"W, 193.68 feet; thence N84°39'17"W, 60.94 feet to the West line of said North Shore Woods; thence, along said West line, N00°40'26"E 231.30 feet to the point of beginning, subject to all easements, and restrictions of record.

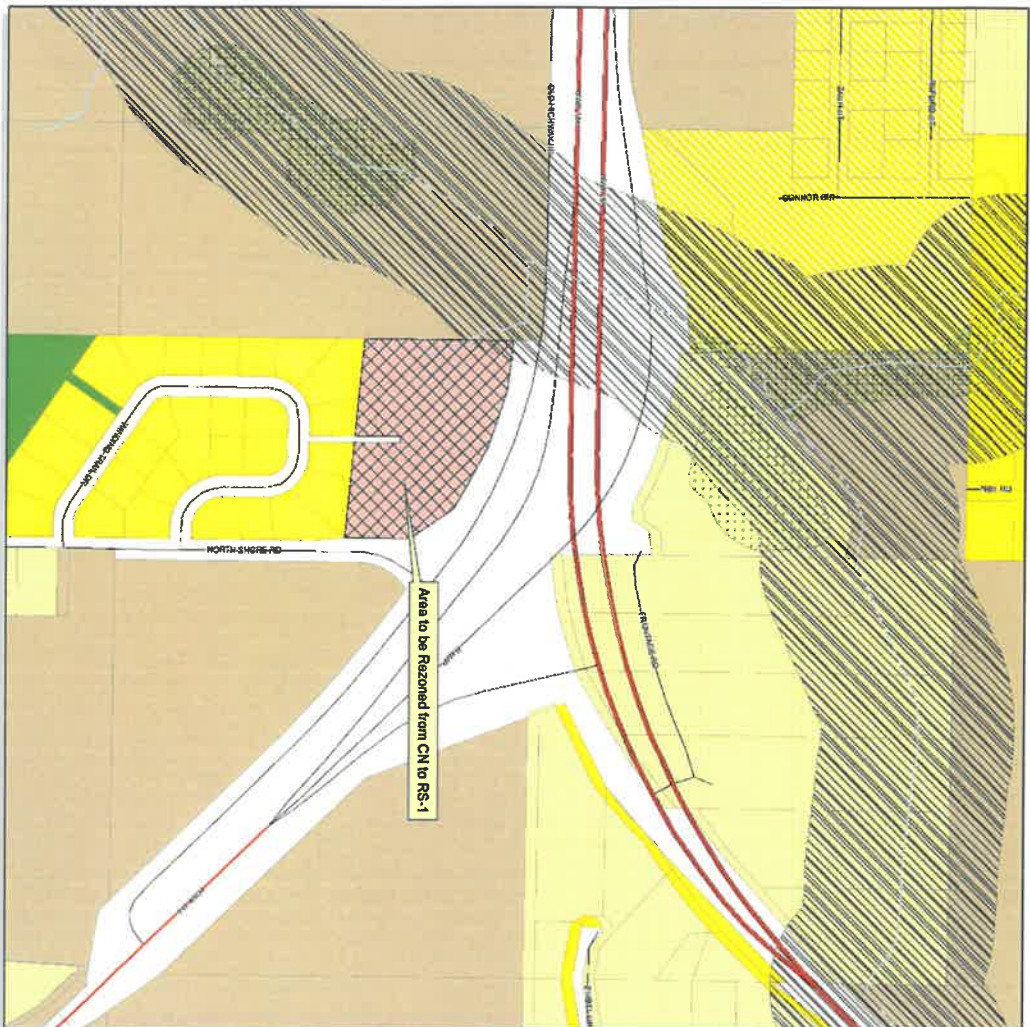
EFFECT. This ordinance shall be in force and effect upon passage and publication as provided by law.

Adopted by the Village Board of the Village of Harrison this 27th day of October, 2020.

Kevin Hietpas, Village President

Attest: Jennifer Weyenberg, Clerk

Exhibit A – Zoning Map



Zoning Map

Village of Harrison

Calumet & Outagamie Counties, WI

Legend

Zoning Districts	RoadCenterline
AG General Agriculture	Local Roads
RR Rural Residential	County Highway
RS-1 Single-Family Residential (Suburban)	State Highway
RS-2 Single-Family Residential (Traditional)	US Highway
RT Two-Family Residential	Railroads
RM Multiple-Family Residential	Streams
CN Neighborhood Commercial	Parcels
COR Office & Retail Commercial	Town of Harrison
CC Community Commercial	
BP Business Park	
IM Industrial & Manufacturing	
NC Natural & Conservancy	
MHO Mobile Home Overlay	
PDG Planned Development Overlay	
SHO Shoreland Overlay*	
SWO Shoreland-Wetland Overlay*	

* Please note that the SHO & SWO boundaries are subject to change based on determinations of navigable waterways.

This map was created using data provided from Calumet County.

The map is intended to provide a general overview and is not intended to be used as a legal document. The Village of Harrison does not warrant the accuracy, completeness, or reliability of the information contained herein, and is not responsible for any errors or omissions in this map or any other information provided. The user assumes all liability for any use of this map or any other information provided. The user acknowledges that the use of this map or any other information provided may result in the user's actions being taken without the user's knowledge or consent. The user agrees to hold the Village of Harrison harmless for any and all claims, damages, or losses, including reasonable attorneys' fees and costs, that may be incurred by the user as a result of the use of this map or any other information provided.

Calumet County shall retain the exclusive owner of all rights, title, and interest in and to the underlying geographic information.

The map was created by:
 Village of Harrison
 Harrison, WI 54802
 920-888-1092
 Adopted: July 27, 2010
 Effective: August 1, 2010
 Current as of: August 20, 2020

Scale:
 0 0.125 0.25
 Miles

North Arrow

Village of Harrison
 HARRISON
 WISCONSIN
 OFFICIAL CITY SEAL

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

October 27, 2020

Title:

Conditional Use Permit – G Units Storage – Pigeon Road

Issue:

Should the Village Board approve the Conditional Use Permit for a mini-warehousing/storage and outdoor storage development?

Background and Additional Information:

The developer is proposing a mini-warehousing and outdoor storage development on the west side of Pigeon Road, south of the railroad tracks. The property is currently zoned General Agricultural [AG]. Mini-warehousing is a conditional use in the AG zoning district provided the development is outside of the sewer service area. There is currently no access to public sewer & water to the site. There is a stream along the eastern portion of the property. A DNR permit for bridge crossing or disturbance is likely.

The development is 4 buildings, built over 2 phases. Each building will be 45-feet by 225-feet. It is unknown how many units will be in each building. It is anticipated that the development will be open 24-hours a day for tenants to access their units. Outside storage is proposed for RVs, campers, trailers, and other similar vehicles.

Items to consider:

1. Any fencing along roadways or adjacent properties should be visually pleasing, wood or vinyl fencing.
2. Landscaping and screening along roadways and property lines.
3. Lighting implications on surrounding properties.
4. Wetland/environmental analysis to determine buildable areas and driveway crossing/access.
5. Stormwater Management facilities and discharge.
6. Concern that businesses will be operated out of the storage buildings.
7. Parking and driveway locations, outdoor storage area size.

Basis for Approval: *(from the Zoning Ordinance Section 117-319)*

1. *Zoning. The proposed use conforms to the underlying zoning district intent and design standards and is in harmony with the general purpose and intent of this chapter. Where there is an existing nonconforming structure, the design standards of the underlying zoning district may be waived by the plan commission and town board. Mini-warehousing is a conditional use in the General Agricultural [AG] zoning district.*

2. *Plans. The proposed use conforms to the comprehensive plan and any other officially adopted plan.* The Comprehensive Plan identifies this area as Ag/Vacant/Undeveloped. The Agricultural land use recognizes that some development will occur. The Plan calls for limited development within the Ag areas with the southeastern portion of the Village as the area to protect most against development.
3. *Traffic. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.* The main entrance will connect with Pigeon Road. It is anticipated that there will not be a significant increase in traffic on Pigeon Road due to this development.
4. *Landscaping and screening. Appropriate landscaping and screening has been or will be provided to protect adjacent uses or properties from light, noise and other visual impacts that are associated with the proposed use as established in article VI, Access, Parking, and Loading and article IX, Landscaping and Screening Standards.* Landscaping may be required to meet buffering requirements. Landscape buffer berms around the property may be warranted.
5. *Neighborhood compatibility. The proposed use is compatible with the predominant or prevailing land use of the neighborhood surrounding the proposed development and whether the proposed use creates a nuisance due to noise, odor, or dust.* The surrounding lands are mainly agricultural, with some residential in the southeast corner of the property.
6. *Services. Adequate facilities, access roads, drainage and/or necessary services have been or will be provided.* Public sanitary sewer and water cannot be provided to the site currently. Stormwater management will be required to service the development.

Budget Impacts:

None

Recommended Action:

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

Staff recommends approval the Conditional Use Permit with the following conditions:

1. Developer sign a letter stating that they are aware of the conditions of approval and agree to abide by all conditions prior to any other permit, approval, or certificate being granted by the Village.
2. Consult with the WI Dept. Natural Resources on permitting for crossing the stream.
3. A wetland delineation shall be completed to verify wetland locations.
4. Site Plan Review approval shall be obtained in accordance with the Harrison Zoning Ordinance.
5. Stormwater Management & Erosion Control Plan approval shall be obtained in accordance with the Harrison Municipal Code of Ordinances.
6. All driveways, driving area, and parking areas shall be paved. No gravel areas are permitted.
7. The applicant works with Calumet County Planning & Zoning Department on private sanitary systems and well, if needed.

8. Berms and landscape areas be provided along the east side of the development and areas adjacent to the single-family development. The berm should be approximately 5-feet in height with evergreen and other plantings that are 4-5-feet in height at the time of planting. Care should be taken to design the berm and plantings to shield vehicle headlights shining into adjacent properties.
9. All exterior parking area lighting shall be direct cut-off fixtures to reduce/eliminate any glare.
10. All provisions of the zoning ordinance and all other Village ordinances shall be met.
11. Any comments or revisions from Village staff during the site plan review process shall be incorporated as conditions of approval.
12. All necessary permits shall be obtained prior to construction.

Attachments:

- Aerial Map
- Development proposal

Calumet County, WI

Legend

- Address Point
 - ▭ County Boundary
 - ▭ Wisconsin Water
 - Unincorporated Community
 - ▭ Town Boundary
 - ▭ Point of Interest
 - ▭ Parcel Boundary
 - ▭ Property Hook
 - ▭ PLSS Section
 - ▭ State Parks
 - ▭ County Parks
 - ▭ Lake
 - ▭ River and Stream
 - ▭ Major Roads
 - ▭ Local Roads
 - ▭ Local Roads
 - ▭ Municipal Streets
 - ▭ Trail
 - ▭ Railroad
- Color 2018
- ▭ Red: Band 1
 - ▭ Green: Band 2
 - ▭ Blue: Band 3

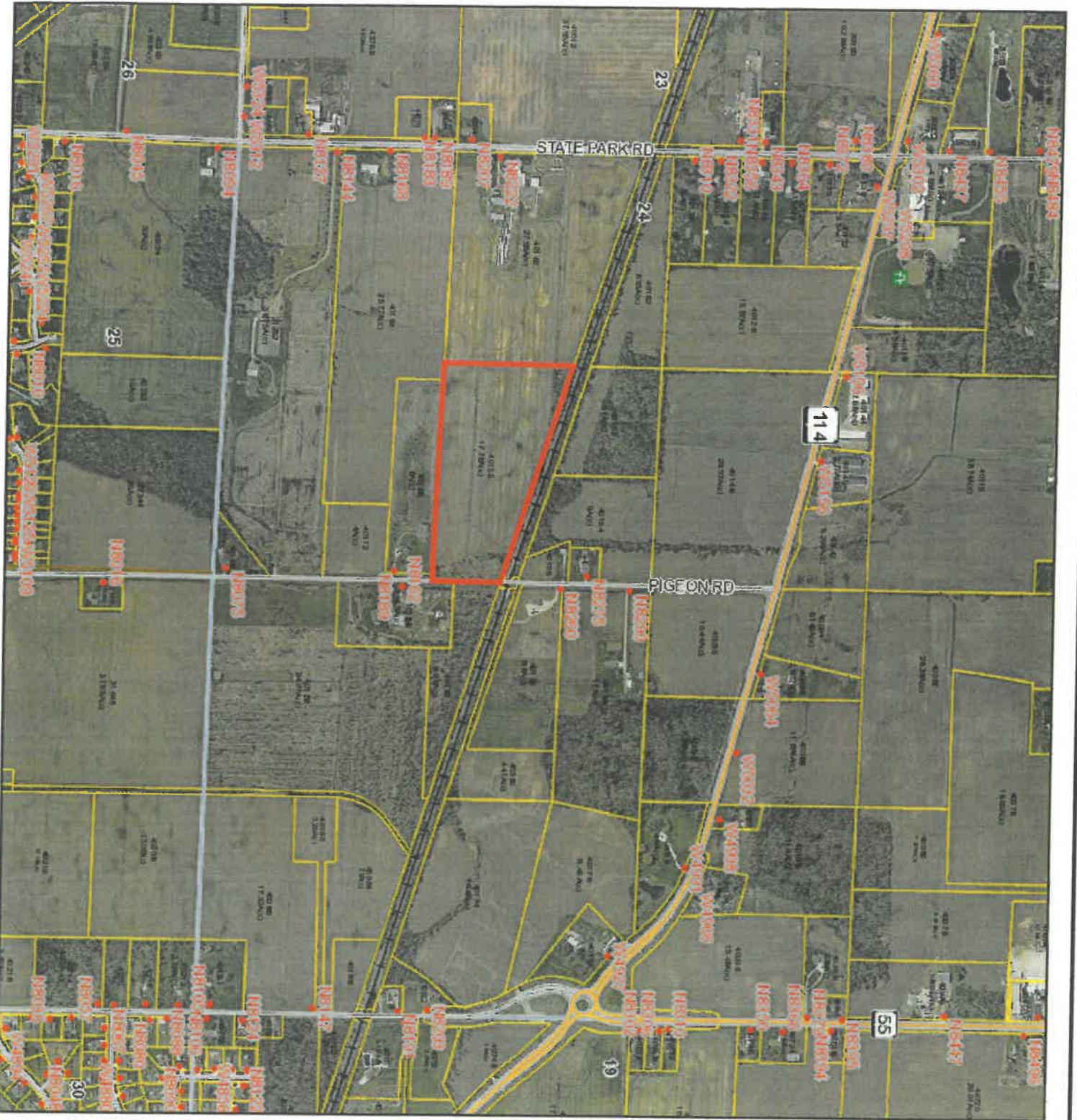


DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and conclusions drawn are the responsibility of the user.

Author:

Date Printed:
10/20 3:17 PM

Source:



Conditional Use Permit

Parcel# 40150, Village of Harrison

Narrative detailing hours of operation, anticipated number of occupants and/or employees.

The facility will be open 24 hours a day for any tenant wishing to access their storage unit. There will be no occupants and only one employee.

A narrative explaining any outside storage of materials, equipment or vehicles.

The facility will have outside storage for RVs, campers, trailers and the like.

This project will consist of two phases.

Phase one will include two buildings. Each building will be approximately 45'x225'. Phase one will include buildings 1 and 2 (see map).

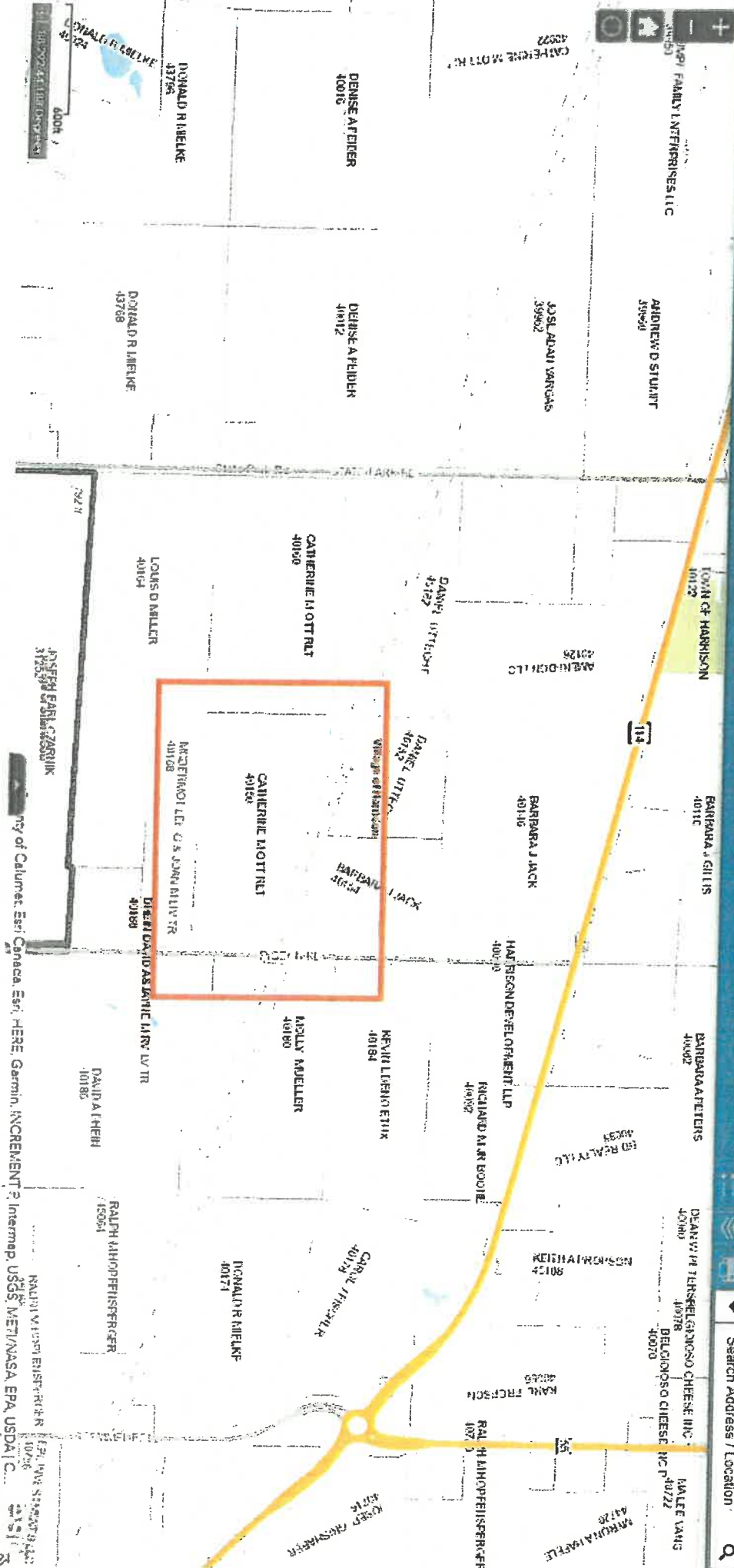
Phase 2 will include 2 additional buildings of the same size. These will be buildings 3 and 4.

Lighting

Exterior lighting will be attached to the buildings themselves and no freestanding lighting will be built.

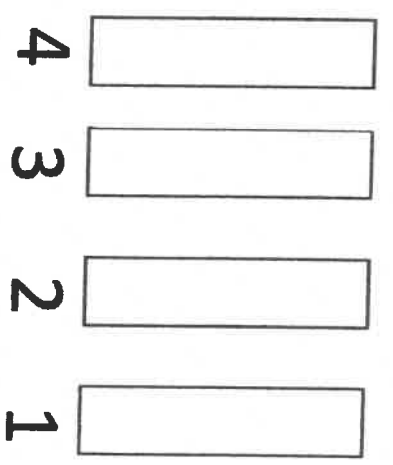
Signage

One sign will be constructed between the buildings and Pigeon Road.

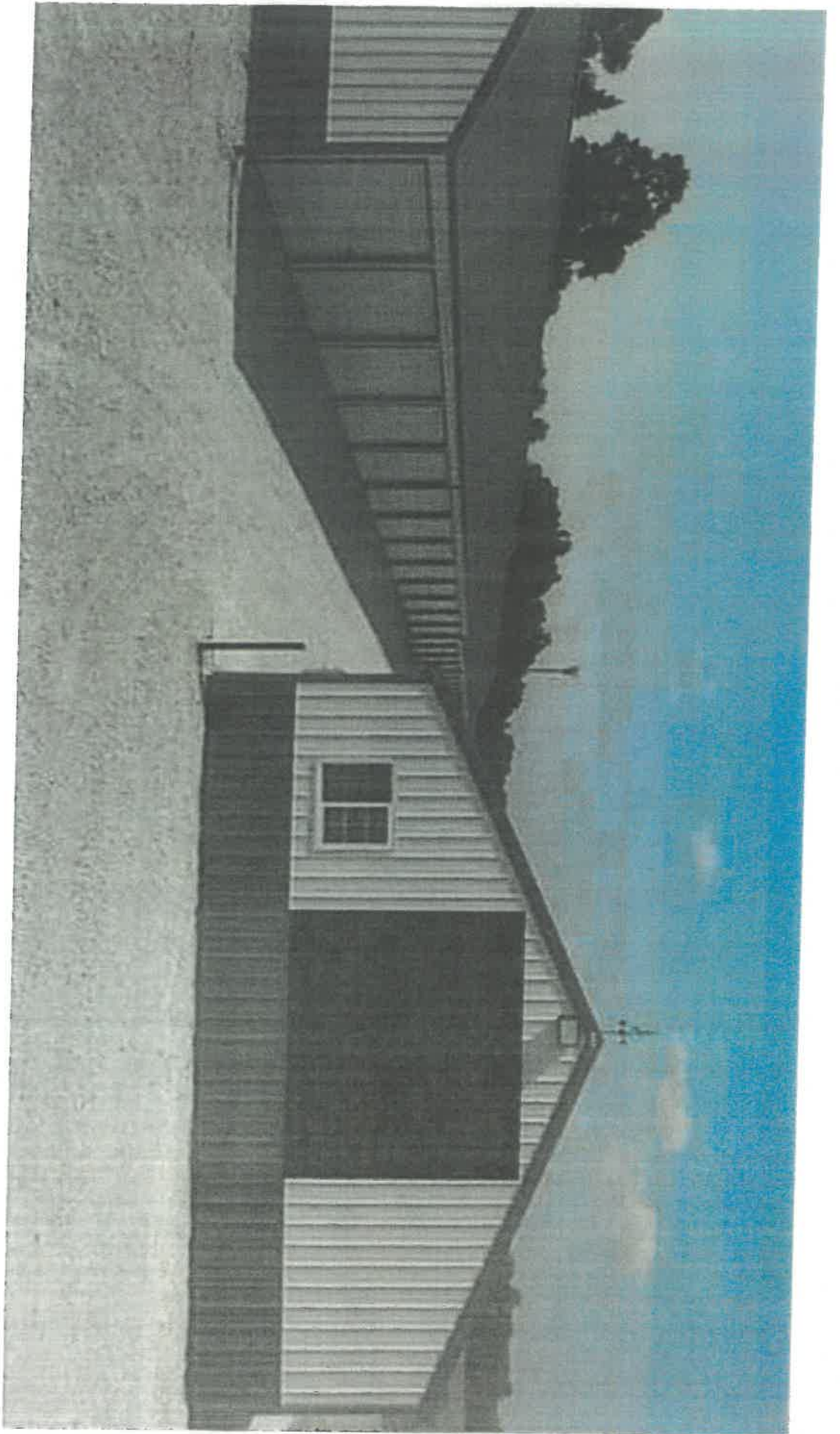


Parcel 40150

Outdoor
Storage



Pigeon
Road



Loading Parcel...

[Browser Setup Help](#)

[Return to search results](#)

[Property Summary](#)

Owner (s): OTT, EUGENE (TR) OTT, CATHY (TR)		Location: NE-SW, Sect. 24, T20N, R18E	
Mailing Address: CATHERINE MOTT RLT EUGENE L OTT N8324 FIRELANE 13 MENASHA, WI 54952		School District: 2758 - KAUKAUNA SCHOOL DISTRICT	
Tax Parcel ID Number: 40150	Tax District: 131-VILLAGE OF HARRISON	Status: Active	
Alternate Tax Parcel Number: 131-0000-0000000-000-0-201824-00-310A		Acres: 17.7800	
Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.): J263-60, J4154-33 NE1/4 SW1/4 SEC. 24-20-18 LYG S OF RR			
Site Address (es): <i>(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)</i> PIGEON RD MENASHA, WI 54952			

[Select Detail -->](#) [<Select Detail](#)

[Make Default Detail](#)

[Printer Friendly Page](#)

[View Interactive Map](#)

Summary of Subject Details:

NOTE: Not all subject details are available at every county.

Assessments:

Assessment detail by year.

Taxes:

Tax history by year, links to tax payment history, and payoff calculator.

Zoning:

Rural zoning map for the selected parcel. Zoning is intended to be used as a reference only. Only rural zoning information is provided. For information about city or village zoning, please contact local officials.

Districts:

Special District information (Lake, Sanitary, TIF, BID).

Parcel History:

History of tax parcel changes. Parcel history is not available for changes made prior to January 2016. Changes made prior to this are available only by visiting the County.

Documents:

Documents related to selected tax parcel. There may be other documents related to this parcel that are not shown.

Survey History:

List of surveys performed on selected parcel or on parents of selected parcel. There may be surveys performed that are not available electronically through this portal.

Sales History:

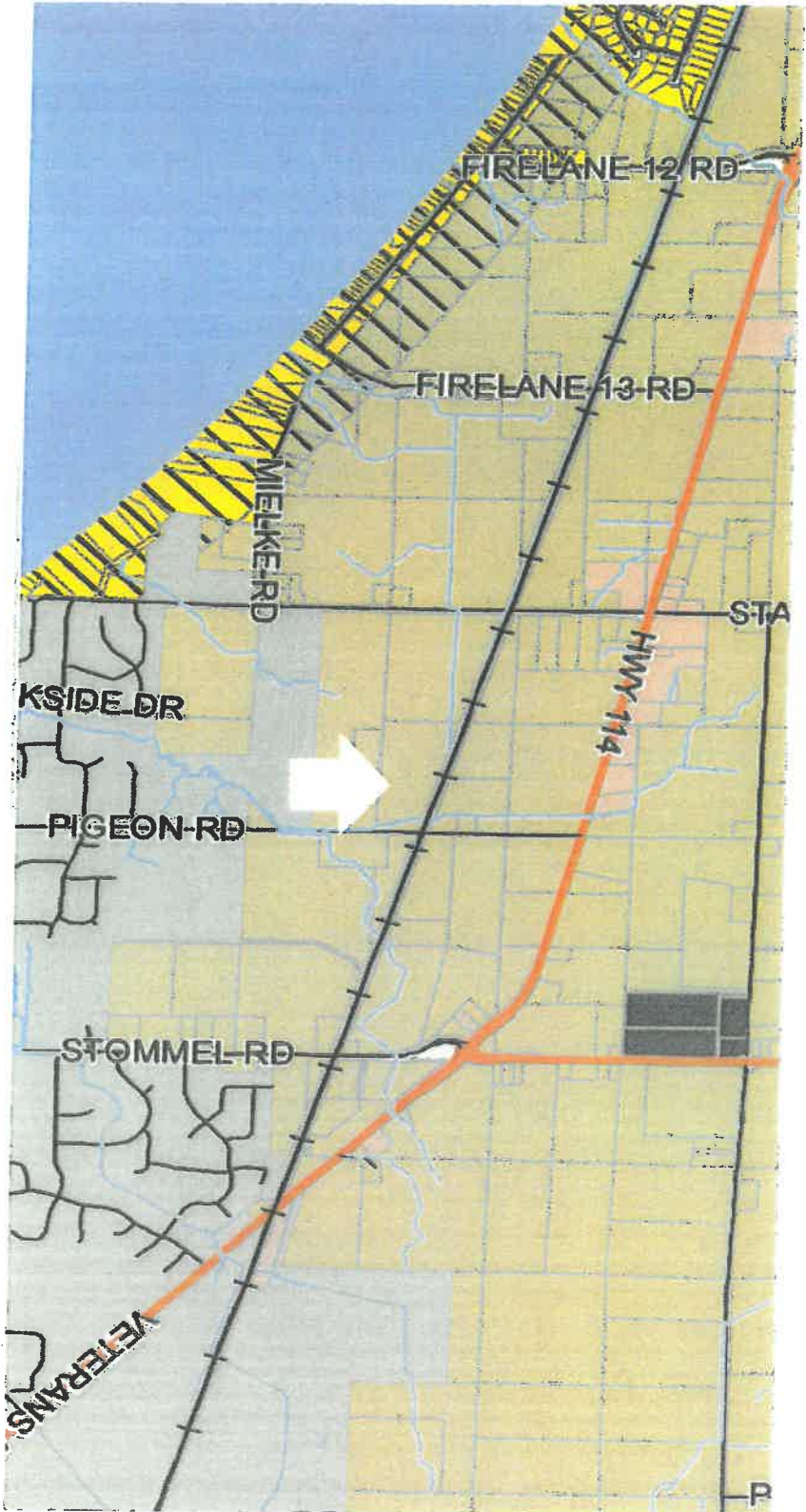
List of all sales related to the selected parcel. There may be documents related to this parcel that are not shown.

Parcel Map:

Interactive map of the selected tax parcel. Maps are available for 'Active' parcels only.

Permits:

Listing of sanitary and/or land use permits associated with the parcel.



Zoning Map

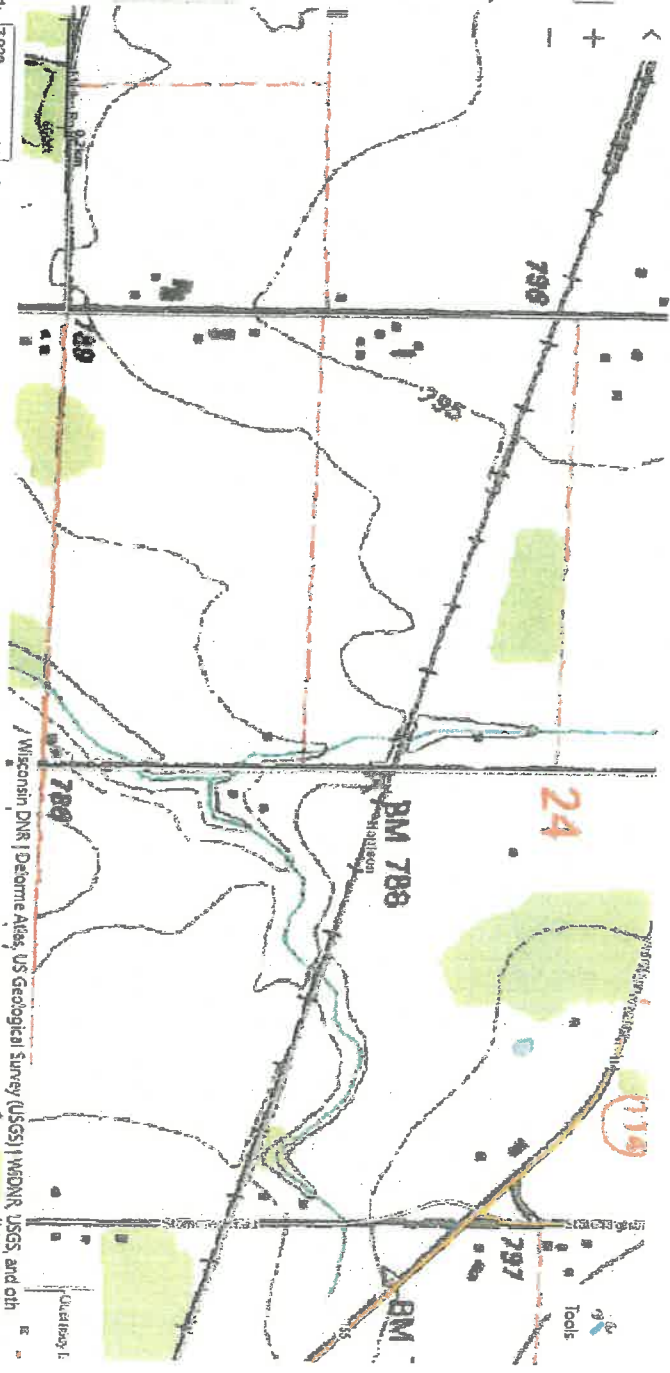
Surface Water Data Viewer

Maps & Data Basic Tools Locate & Identify Draw & Measure Additional Resources

Home Show Layers Show Legend Map Zoom In Zoom Out Previous Extent Full Screen Bookmarks Print

All Available Layers

- Ecoregions & Vegetation
- Administrative, Political & Cadastral
- Base Maps
- Cities, Roads & Boundaries
- Surface Water
- Public Lands
- Digital Topographic Map
- Air Photos



Type here to search

Map navigation icons: Home, Show Layers, Show Legend, Map, Zoom In, Zoom Out, Previous Extent, Full Screen, Bookmarks, Print

Aerial View



VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: October 27th, 2020

Title:

Amending the Garners Creek Stormwater Utility to the Village of Harrison Stormwater Utility.

Issue:

Should the Village amend their current stormwater utility to the Village of Harrison Stormwater Utility to include the entire village?

Background and Additional Information:

The Garners Creek Stormwater Utility was created in 1998 by the Village of Combined Locks, Town of Buchanan, and the Town of Harrison (now Village of Harrison) in order to work collaboratively to alleviate flooding and drainage issues in those communities. In 2018, the communities decided to disband the Garners Creek Stormwater Utility while retaining their own stormwater utilities.

Due to future regulations, in regard to Lake Winnebago and phosphorus limits, the Village Board has determined that the Village of Harrison's current stormwater utility should be expanded to include the whole village. This would allow for a dedicated funding source for needed future stormwater projects.

Ordinance, Resolution, or Policy:

Amending current ordinance Sec. 20.04.01

Budget/Financial Impact:

Increase of future revenue for stormwater management.

Attachments:

Amended ordinance.

**VILLAGE OF HARRISON
ORDINANCE V20-16**

**AMENDING THE GARNERS CREEK STORMWATER UTILITY TO THE
VILLAGE OF HARRISON STORMWATER UTILITY**

WHEREAS, the Village of Harrison created the Garners Creek Stormwater Utility with the Village of Combined Locks and Town of Buchanan in 1998 to alleviate flooding and stormwater issues in those communities; and

WHEREAS, the Village of Harrison created a stormwater utility in 1998 as part of the agreement that created the Garners Creek Stormwater Utility; and

WHEREAS, the Village of Harrison, Village of Combined Locks and Town of Buchanan agreed to dissolve the Garners Creek Stormwater agreement but still retain each communities' stormwater utility; and

WHEREAS, the Village of Harrison deems it a benefit to the health, safety and welfare of the Village , its residents and businesses and the surrounding areas to manage stormwater and other surface water discharge; and

WHEREAS, the Village Board desires to amend the Stormwater Management Chapter of the Municipal Code to reflect a modification of the organizational changes;

NOW THEREFORE, be it ordained by the Village Board of the Village of Harrison, in the State of Wisconsin, to amend the Garners Creek Stormwater Utility to the Village of Harrison Stormwater Utility as follows:

SECTION 1:**AMENDMENT** "20.04.010 Agreement To Establish A Stormwater Utility" of the Harrison Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

20.04.010 Agreement To Establish A Stormwater Utility

The Agreement to Establish a Stormwater Utility for the Garners Creek Basin Communities, taking effect October 15, 1998, pursuant to Wis. Stats. §§ 66.0303 and 66.0821, which is incorporated by reference as if appearing in full herein, is hereby adopted as an ordinance of the town. All applicable regulations contained therein are pursuant to the town's authority under Wis. Stats. § 66.0103. Enforcement of said regulations is hereby authorized by citation pursuant to Wis. Stats. § 66.0113. A copy of the above-referenced agreement shall be kept on file in the town clerk's office, where it shall be available for public viewing during normal business hours.

(Ord. No. 93(Ser. 2003), § 1, 9-30-2003)

AFTER AMENDMENT

20.04.010 ~~Agreement To Establish~~ Establishment Of A Stormwater Utility

~~The Agreement to Establish a Stormwater Utility for the Garners Creek Basin Communities, taking effect October 15, 1998, pursuant to Wis. Stats. §§ 66.0303 and 66.0821, which is incorporated by reference as if appearing in full herein, is hereby adopted as an ordinance of the town. All applicable regulations contained therein are pursuant to the town's authority under Wis. Stats. § 66.0103. Enforcement of said regulations is hereby authorized by citation pursuant to Wis. Stats. § 66.0113. A copy of the above-referenced agreement shall be kept on file in the town clerk's office, where it shall be available for public viewing during normal business hours.~~ The Village of Harrison finds that the management of stormwater and other surface water discharge within and beyond Garners Creek, Kankapot Creek and Lake Winnebago (the "Village's Waterways) is a matter that affects the health, safety and welfare of the Village, its citizens and businesses, and others in the surrounding area. Those elements of the system that provide for the collection of and conveyance of stormwater are of benefit and provide service to all properties within the Village of Harrison. The cost of operating and maintaining the Village stormwater management system and financing necessary repairs, replacements, improvements and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom.

There is hereby established a Village of Harrison Stormwater Utility. The operation of the Stormwater Utility shall be under the supervision the Village Board. The Village Manager shall be in charge of the Stormwater Utility.

(Ord. No. 93(Ser. 2003), § 1, 9-30-2003)

SECTION 2: AMENDMENT "20.04.020 Adoption Of Stormwater Utility" of the Harrison Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

20.04.020 Adoption Of Stormwater Utility

The Stormwater Management Services Ordinance of the Garners Creek Communities Stormwater Utility, Outagamie and Calumet Counties, Wisconsin, adopted November 13, 1998, which is incorporated by reference as if appearing in full herein, is hereby adopted as an ordinance of the town. All applicable regulations contained therein are pursuant to the town's authority under Wis. Stats. § 66.0103. Enforcement of said regulations is hereby authorized by citation pursuant to Wis. Stats. § 66.0113. A copy of the above-referenced ordinance shall be kept on file in the town clerk's office, where it shall be available for public viewing during normal business hours.

(Ord. No. 93(Ser. 2003), § 2, 9-30-2003)

AFTER AMENDMENT

20.04.020 ~~Adoption~~ Authority Of Stormwater Utility

~~The Stormwater Management Services Ordinance of the Garners Creek Communities Stormwater Utility, Outagamie and Calumet Counties, Wisconsin, adopted November 13, 1998, which is incorporated by reference as if appearing in full herein, is hereby adopted as an ordinance of the town. All applicable regulations contained therein are pursuant to the town's authority under Wis. Stats. § 66.0103. Enforcement of said regulations is hereby authorized by citation pursuant to Wis. Stats. § 66.0113. A copy of the above referenced ordinance shall be kept on file in the town clerk's office, where it shall be available for public viewing during normal business hours.~~ The Village through the Stormwater Utility, may acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage and finance such real estate and facilities as are deemed by the Village to be proper and reasonably necessary for a system of storm and surface water management. These facilities, may include, without limitation by enumeration, surface and underground drainage facilities, sewers, water courses, retaining walls and ponds, best management practices, and such other facilities as will support a stormwater management system.

(Ord. No. 93(Ser. 2003), § 2, 9-30-2003)

SECTION 3: AMENDMENT "20.04.030 Established Regulations" of the Harrison Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

20.04.030 Established Regulations

The regulations established pursuant to HVC 20.04.010 and HVC 20.04.020 shall be applicable to all portions of the Garners Creek Drainage Basins, as established, described and mapped by said agreement, ordinance and regulations, located within the town.

(Ord. No. 93(Ser. 2003), § 3, 9-30-2003)

AFTER AMENDMENT

20.04.030 Established Regulations

The regulations established pursuant to HVC 20.04.010 and HVC 20.04.020 shall be applicable to all portions of the Village of Harrison ~~Garners Creek Drainage Basins~~, as established, ~~described and mapped~~ by said ~~agreement~~, ordinance and regulations, located within the village town.

(Ord. No. 93(Ser. 2003), § 3, 9-30-2003)

SECTION 4: ADOPTION "20.04.021 Definitions" of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.021 Definitions (Non-existent)

AFTER ADOPTION

20.04.021 Definitions(*Added*)

For the purpose of this chapter, the following definitions shall apply: Words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense; the word "shall" is mandatory and not discretionary; the word "may" is permissive. Terms not specifically defined herein shall have the meaning defined in NR 216.002, Wisconsin Administrative Code, and as the same may be amended from time to time, if defined therein; or if not therein defined, shall be constructed to have the meaning given by common and ordinary use, as defined in the latest edition of Webster's Dictionary.

DEVELOPED PROPERTY: The term "developed property" means the real property that has been altered from its natural state by the addition of any improvements that may include a building, structure, impervious surface, and change in grade or landscaping.

DUPLEX UNIT: The term "duplex unit" means any residential space identified for habitation by members of the same household attached to only one other residential space as classified by the Village Building and Zoning Codes.

DWELLING UNIT: The term "dwelling" means any residential space identified for habitation by members of the same household or as classified by the Village Board and Zoning Codes. A dwelling unit includes, but is not limited to, single family homes, manufactured homes, duplexes, multi-family apartments, residential condominiums and townhouse living units.

EQUIVALENT RUNOFF UNIT (ERU): The term "ERU" means that statistical average horizontal impervious area of "single family homes" on the date of the original utility creation. The horizontal impervious area includes but is not limited to all areas covered by structure, roof extensions, patios, porches, driveways and sidewalks.

IMPERVIOUS AREA OR IMPERVIOUS SURFACE: The term "impervious area or impervious surface" means areas that have been paved, covered or compacted to inhibit the natural infiltration of water into the soil or cause water to run off the area in greater quantities or at an increased rate of flow from the present under natural conditions as undeveloped property. Such areas may include, but are not limited to roofs, roof extensions, patios, porches, driveways, sidewalks, pavement, gravel, athletic courts and compacted surfaces. Excluded from this definition are undisturbed land, lawn and fields.

MANAGER: The term "Manager" means the Village Manager, or his/her designee.

NON-RESIDENTIAL PROPERTY: The term "non-residential property" means any developed lot or parcel not exclusively residential as defined herein, but not limited to, transient rentals (such as hotels and motels), mobile home park, commercial, industrial, governmental property and parking lots.

RESIDENTIAL PROPERTY: The term "residential property" means any lot or parcel developed exclusively for residential purposes including, but not limited to, single-family homes, manufactured homes, duplexes, multi-family apartments, residential condominiums and townhouse living units.

RUNOFF: The term "runoff" means the surface water, including rain and snow melt, which is inhibited by impervious surfaces from naturally infiltrating into soil.

STORMWATER FACILITIES: The term "stormwater facilities" means all constructed facilities or natural features used for treating, collecting, storing and conducting stormwater to, through and from drainage areas to point of final outlet. Stormwater facilities collectively constitute a stormwater system.

UNDEVELOPED PROPERTY: The term "undeveloped property" means that which has not been altered from its natural state by the addition of any improvements, such as a building, structure, impervious surface, change of grade or landscaping. Agriculture cropland is classified as undeveloped property. For new construction, a property shall be considered developed pursuant to this ordinance upon review of the actual impervious area by January 1st of each year.

SECTION 5: ADOPTION "20.04.022 Stormwater Rate Charges" of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.022 Stormwater Rate Charges (Non-existent)

AFTER ADOPTION

20.04.022 Stormwater Rate Charges(*Added*)

By this ordinance, the Village Board is establishing the rate charge upon each lot and parcel within the Village of Harrison for services and facilities provided by the Stormwater Utility. The actual charges to be imposed, the establishment of formulas for calculations of the charges, the establishment of specific customer classifications, may be made by resolution of the Village Board.

Rate charges may include:

- A. Base Charge (BC): The base charge may be imposed on all property in the Village. The base charge will be designed to reflect the fact that all properties benefit from the stormwater management activities of the Village and that all property contribute in some way to the stormwater discharge that must be managed by the Village. The base charge will be designed to collect the administrative costs of the stormwater utility and the portion of the capital costs not covered by special assessment. The base charge may be based upon the size of the parcel of property.
- B. Equivalent Runoff Unity Charge (ERU): This charge shall be imposed on all property that has any developed impervious area. The ERU will be designed on the basis of a typical residential unit of property. Other units of property will be charged multiples of the ERU, based upon the impervious area contributing to surface water runoff.
- C. Special Charges (SC): This charge may be imposed on property that is in an area specially benefited by a particular stormwater management facility. The special charges will be developed to reflect the benefits/services in a particular area that may not be appropriate to spread to property throughout the Village. The special charges will be calculated on an ERU basis.

Stormwater Utility charges will be place on the yearly tax bills for payment.

SECTION 6: ADOPTION “20.04.023 Stormwater Parcel Classification” of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.023 Stormwater Parcel Classification (Non-existent)

AFTER ADOPTION

20.04.023 Stormwater Parcel Classification(*Added*)

- A. For purposes of imposing the stormwater charges, all lots and parcels within the Village of Harrison are classified into the following **five (5)** customer classes:
 - 1. Residential - Single-Family
 - 2. Residential - Duplex
 - 3. Residential - Multi-Family and Condominium
 - 4. Non-residential

5. Undeveloped

- B. The Manager shall have a list created of all lots and parcels within the Village of Harrison and assign a classification of residential, non-residential or undeveloped to each lot or parcel.
- C. The average square footage of impervious area of the ERU is established to be equivalent to 3,623 square feet.
- D. The charges imposed for single-family residential properties shall be a rate for one (1) ERU.
- E. The charges imposed for duplex residential properties shall be the rate for six-tenths (0.6) of one (1) ERU per each individual dwelling unit existing on the property (ERU rate multiplied by the number of dwelling units). The charges imposed for residential condominium plats with a maximum of two dwelling units shall be the rate for six-tenths (0.6) of one (1) ERU per each individual dwelling unit.
- F. The charges imposed for multi-family apartment, condominium and townhouse residential properties shall be the same as non-residential properties, except residential condominium plats with a maximum of two dwelling units shall be the same as duplex residential properties.
- G. The charges imposed for non-residential properties shall be the rate for one (1) ERU, multiplied by the numerical factor obtained by dividing the total impervious area of a non-residential property by the square footage of one (1) ERU. The numerical factor shall be rounded down to the nearest one-tenth (0.1), for example:
 - 1. (ERU rate multiplied by impervious area (square feet)/3,623 square feet).
- H. No charges shall be imposed for undeveloped properties.

The Manager, or his/her designee, shall be responsible for determining the impervious area, based upon the best available information, including, but not limited to, data supplied by the Building Inspector, aerial photography, the property owner, tenant or developer. The Manager may require additional information, as necessary, to make the determination. The billing amount shall be updated to reflect any additions to the impervious area. Upon property owner's written notification and request, the Manager shall review impervious area for possible reductions.

SECTION 7: ADOPTION "20.04.024 Stormwater Charges For New Construction" of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.024 Stormwater Charges For New Construction (Non-existent)

AFTER ADOPTION

20.04.024 Stormwater Charges For New Construction(Added)

The owner of any new construction shall be liable for stormwater charges, under this ordinance, based upon the actual impervious area on January 1st of each year.

SECTION 8: ADOPTION “20.04.025 Method Of Appeal” of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.025 Method Of Appeal (Non-existent)

AFTER ADOPTION

20.04.025 Method Of Appeal(Added)

A. The Stormwater Utility charge may be appealed as follows:

1. A written appeal shall be filed with the Village Clerk; or
2. Within thirty (30) days of payment, a written challenge to the stormwater charge must be filed with the Manager on behalf of the customer, specifying all bases for the challenge, any supporting documentation, and the amount of the stormwater charge the customer asserts is appropriate. Failure to file a challenge within thirty (30) days of payment waives all right to later challenge to the charge.

A property owner not satisfied with the Manager's decision can appeal to the Village Board for their review and action within thirty (30) days from the date of the Manager's written decision. Both the property owner and Manager may supply additional written information to the Village Board. The Village Board may affirm, reverse or modify the Manager's decision. The Village Board's determination is final. Within thirty (30) days of the date of the Village Board's written decision, the property owner may appeal the decision to circuit court through a certiorari action.

SECTION 9: ADOPTION “20.04.026 Special Assessment Authority” of the Harrison Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

20.04.026 Special Assessment Authority (Non-existent)

AFTER ADOPTION

20.04.026 Special Assessment Authority(Added)

In addition to any other method for collection of the charges established pursuant to this ordinance for stormwater utility costs, the Village Board finds that these charges may be levied on property as a special charge pursuant to Wis. Stats. 66.0627. The charges established hereunder reasonably reflect the benefits conferred on property and may be assessed as special charges. The mailing of the bill for such charges to the owner will serve as notice to the owner that failure to pay the charges when due may result in them being charged pursuant to the authority of Wis. Stats. 66.0627. In addition the Village may provide notice each October of any unpaid charges to the Stormwater Utility, which charges, if not paid by November 15, may be placed on the tax roll under Wis. Stats. 66.0627.

SECTION 10: AMENDMENT “20.04.040 Issuance Of Citations” of the Harrison Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

20.04.040 Issuance Of Citations

The issuance of citations shall be under the authority of the town upon complaint to the town and shall be prosecuted either in municipal court or the circuit court of the county.

(Ord. No. 93(Ser. 2003), § 4, 9-30-2003)

AFTER AMENDMENT

20.04.040 Issuance Of Citations

The issuance of citations shall be under the authority of the ~~village~~town upon complaint to the ~~village~~town and shall be prosecuted either in municipal court or the circuit court of the county.

(Ord. No. 93(Ser. 2003), § 4, 9-30-2003)

SECTION 11: AMENDMENT “20.04.050 Schedule Of Cash Deposits” of the Harrison Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

20.04.050 Schedule Of Cash Deposits

The schedule of cash deposits for violations of said regulations shall be as specified within the ordinances and said schedule shall be as currently established or hereinafter amended by Gamers Creek Communities Stormwater Utility. A copy of the above-referenced schedule shall be kept on file in the town clerk's office, where it shall be available for public viewing during normal business hours.

(Ord. No. 93(Ser. 2003), § 5, 9-30-2003)

AFTER AMENDMENT

20.04.050 Schedule Of Cash Deposits

The schedule of cash deposits for violations of said regulations shall be as specified within the ordinances and said schedule shall be as currently established or hereinafter amended by the Village Board of the Village of Harrison. ~~Gamers Creek Communities Stormwater Utility~~. A copy of the above-referenced schedule shall be kept on file in the village~~town~~ clerk's office, where it shall be available for public viewing during normal business hours.

(Ord. No. 93(Ser. 2003), § 5, 9-30-2003)

SECTION 12: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 13: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 14: EFFECTIVE DATE This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VILLAGE OF HARRISON BOARD

_____.

Presiding Officer

Attest

Kevin Hietpas, Village President,
Village of Harrison

Jennifer Weyenberg, Village Clerk
Village of Harrison

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: October 27th, 2020

Title:

Authorizing the Issuance and Sale of \$1,880,000 General Obligation Promissory Note.

Issue:

Should the Village borrow \$1,880,000 in General Obligation Promissory Note to construct the roads in Kimberly Heights 1,2, and 3 and Hidden Pines per the developers' agreements?

Background and Additional Information:

In 2018, the Village Board agreed to construct and pave the road, curb and gutter, and sidewalks in the Kimberly Heights 1,2 and 3 subdivision and also the Hidden Pines subdivision. This cost would then be assessed back to the property owners in those subdivisions.

The cost to construct and pave the road, curb and gutter, and sidewalks in the Kimberly Height subdivision is approximately \$1,687,000.00. The cost estimate to construct and pave the road, curb and gutter, and sidewalks in Hidden Pines is approximately \$193,000.00 for a total of \$1,880,000.00.

At a previous meeting, the Village Board approved hiring Baird to be the financial advisers on a bond issuance.

Ordinance, Resolution, or Policy:

Previous motion of the Board.

Budget/Financial Impact:

To be determined.

Attachments:

Resolution V2020-16

RESOLUTION V2020-16
VILLAGE OF HARRISON
Calumet and Outagamie Counties

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,880,000 GENERAL OBLIGATION PROMISSORY NOTES**

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village") to raise funds for the public purpose of financing street improvement projects (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell its general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of ONE MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$1,880,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Notes aggregating the principal amount of ONE MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$1,880,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$1,880,000; shall be dated November 17, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing

Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated November 17, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from

all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the

Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the

Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding

restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 27, 2020.

Kevin M. Hietpas
President

ATTEST:

Jennifer Weyenberg
Village Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
CALUMET AND OUTAGAMIE COUNTIES
NO. R-___ VILLAGE OF HARRISON \$ _____
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ November 17, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$1,880,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing street improvement projects, as authorized by a resolution adopted on October 27, 2020. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2028 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HARRISON
CALUMET AND OUTAGAMIE COUNTIES,
WISCONSIN

By: _____
Kevin M. Hietpas
President

(SEAL)

By: _____
Jennifer Weyenberg
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin.

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN**

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
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Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

October 22, 2020

VIA EMAIL

Mr. Travis Parish
Village Manager
Village of Harrison
Village Hall
W5298 State Road 114
Harrison, WI 54952

Scope of Engagement Re: Proposed Issuance of \$1,880,000 Village of Harrison
(the "Village") General Obligation Promissory Notes (the "Securities")

Dear Travis:

We are pleased to be working with you again as the Village's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the Village;
- 2) all taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the Village's continuing disclosure commitment, ongoing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the Village regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the Village's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with

you that the Village consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the Village has no objection to our representation of other clients who have dealings with the Village, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent financial advisors, placement agents and underwriters of municipal obligations. In transactions that are not related to the issuance of the Securities and our role as bond counsel, we have served and presently serve as counsel to Baird. We expect to be asked to represent advisors, agents and underwriters, including Baird, in future transactions that are similarly unrelated to the issuance of the Securities and our engagement as bond counsel and disclosure counsel. We do not believe that our representation of such clients on unrelated matters will in any way limit our representation of the Village. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of such clients on unrelated matters as described above now and in the future.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the Village, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$9,900. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the Village or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the Village terminates our services, the Village is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the Village if, among other things, the Village fails to honor the terms of this engagement letter – including the Village's failing to pay our bills, the Village's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the Village (or its representative) our final bill for services rendered. If the Village requests, we will promptly return the Village's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the Village. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Village Responsibilities

We will provide legal counsel and assistance to the Village in accordance with this letter and will rely upon information and guidance the Village and its personnel provide to us. We will keep the Village reasonably informed of progress and developments, and respond to the Village's inquiries. To enable us to provide the services set forth in this letter, the Village will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The Village agrees to pay our bills for services and expenses in accordance with this engagement letter. The Village will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP

/s/ Brian G. Lanser

Brian G. Lanser

BGL:SMN:adb
#431206.00005

cc: Ms. Jennifer Weyenberg (via email)
Mr. Justin Fischer (via email)
Ms. Emily Timmerman (via email)
Ms. Katherine Voss (via email)

Accepted and Approved:

VILLAGE OF HARRISON

By: _____

Its: _____
Title

Date: _____

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: October 27th, 2020

Title:

Authorizing the Issuance and Sale of \$1,380,000 General Obligation Refunding Bond.

Issue:

Should the Village bond to refinance the State Trust Fund loan in the amount of \$1,380,000?

Background and Additional Information:

In 2015, the Village of Harrison borrowed approximately \$1,500,000 at 3.75% interest from the State Trust Fund to finance improvements in Tax Incremental District #1.

Based on current interest rates, if the Village Board were able to bond for the remaining amount owed on the State Trust Fund loan, the Village could realize approximately \$227,000.00 in savings.

At a previous meeting, the Village Board approved hiring Baird to be the financial advisers on a bond issuance.

Ordinance, Resolution, or Policy:

Previous motion of the Board.

Budget/Financial Impact:

To be determined.

Attachments:

Resolution V2020-17

RESOLUTION V2020-17
VILLAGE OF HARRISON
Calumet and Outagamie Counties

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$1,380,000 GENERAL OBLIGATION REFUNDING BONDS**

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village") to raise funds for the public purpose of refunding obligations of the Village, including interest on them, specifically, the State Trust Fund Loan dated May 27, 2015 (the "Refunded Obligation") (hereinafter the refinancing of the Refunded Obligation shall be referred to as the "Refunding");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligation for the purpose of achieving debt service savings;

WHEREAS, the Village is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell its general obligation refunding bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its bond purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,380,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. To evidence the obligation of the Village, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, the Bonds aggregating the principal amount of ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,380,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$1,380,000; shall be dated November 17, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and

mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the Village shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2020 through 2034 for the payments due in the years 2021 through 2035 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due,

the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, dated November 17, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligation and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligation to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Redemption of the Refunded Obligation. The Village hereby calls the Refunded Obligation for redemption on January 4, 2021. The Village hereby directs the Village Clerk to work with the Purchaser to cause timely notice of redemption to be sent to the Board of Commissioners of Public Lands at least 30 days prior to the date of redemption of the Refunded Obligation. Any and all actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligation are hereby ratified and approved.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 27, 2020.

Kevin M. Hietpas
President

ATTEST:

Jennifer Weyenberg
Village Clerk

(SEAL)

EXHIBIT A

Bond Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT C

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
CALUMET AND OUTAGAMIE COUNTIES
NO. R-___ VILLAGE OF HARRISON \$ _____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____ November 17, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,380,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding obligations of the Village, as authorized by a resolution adopted on October 27, 2020. Said resolution is recorded in the official minutes of the Village Board for said date.

The Bonds maturing on March 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Harrison, Calumet and Outagamie Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HARRISON
CALUMET AND OUTAGAMIE COUNTIES,
WISCONSIN

By: _____
Kevin M. Hietpas
President

(SEAL)

By: _____
Jennifer Weyenberg
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the Village of Harrison, Calumet and Outagamie Counties, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

October 22, 2020

VIA EMAIL

Mr. Travis Parish
Village Manager
Village of Harrison
Village Hall
W5298 State Road 114
Harrison, WI 54952

Scope of Engagement Re: Proposed Issuance of \$1,380,000 Village of Harrison
(the "Village") General Obligation Refunding Bonds (the "Securities")

Dear Travis:

We are pleased to be working with you again as the Village's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the Village's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the Village or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the Village;
- 2) all taxable property in the territory of the Village is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the Village's continuing disclosure commitment, ongoing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice: Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the Village regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the Village's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with

you that the Village consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the Village has no objection to our representation of other clients who have dealings with the Village, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent financial advisors, placement agents and underwriters of municipal obligations. In transactions that are not related to the issuance of the Securities and our role as bond counsel, we have served and presently serve as counsel to Baird. We expect to be asked to represent advisors, agents and underwriters, including Baird, in future transactions that are similarly unrelated to the issuance of the Securities and our engagement as bond counsel and disclosure counsel. We do not believe that our representation of such clients on unrelated matters will in any way limit our representation of the Village. By engaging our services under the terms of this letter, the Village consents to our firm undertaking representations of such clients on unrelated matters as described above now and in the future.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the Village, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$9,625. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the Village or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the Village terminates our services, the Village is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the Village if, among other things, the Village fails to honor the terms of this engagement letter – including the Village's failing to pay our bills, the Village's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the Village (or its representative) our final bill for services rendered. If the Village requests, we will promptly return the Village's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the Village. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

Village Responsibilities

We will provide legal counsel and assistance to the Village in accordance with this letter and will rely upon information and guidance the Village and its personnel provide to us. We will keep the Village reasonably informed of progress and developments, and respond to the Village's inquiries. To enable us to provide the services set forth in this letter, the Village will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The Village agrees to pay our bills for services and expenses in accordance with this engagement letter. The Village will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Mr. Travis Parish
October 22, 2020
Page 5

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the Village in this regard.

Very truly yours,

QUARLES & BRADY LLP

/s/ Brian G. Lanser

Brian G. Lanser

BGL:SMN:adb
#431206.00007

cc: Ms. Jennifer Weyenberg (via email)
Mr. Justin Fischer (via email)
Ms. Emily Timmerman (via email)
Ms. Katherine Voss (via email)

Accepted and Approved:

VILLAGE OF HARRISON

By: _____

Its: _____

Title

Date: _____

RESOLUTION V2020-18
VILLAGE OF HARRISON
Calumet and Outagamie Counties

**RESOLUTION CREATING A VILLAGE OF HARRISON STORMWATER UTILITY
EQUIVALENT RUNOFF UNIT (ERU) FEE.**

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

WHEREAS, the Village has amended the Garners Creeks Stormwater Utility to become the Village of Harrison Stormwater Utility; and

WHEREAS, the Village has determined that the mechanism for funding the Village of Harrison Stormwater Utility shall be based on an equivalent runoff unit (ERU) fee;

NOW THEREFORE, the Village of Harrison hereby establishes the equivalent runoff unit (ERU) fee for the Village of Harrison Stormwater Utility to be \$50.00.

Adopted by the Board of Trustees of the Village of Harrison this 27th day of October, 2020.

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Clerk

VILLAGE BOARD MEETING

From:

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON

Meeting Date:

October 27, 2020

Title:

RFP for Engineering Services

Issue:

Should the Village Board authorize staff to advertise a Request for Proposals (RFP) for Engineering Services?

Background and Additional Information:

As has been discussed in the past about consolidating the Village engineering services and Harrison Utilities engineering services into one firm. A draft Request for Proposals (RFP) was developed in order to seek firms that can provide all the services the Village needs for roadway and utility engineering services.

A RFP submittal deadline of November 20th is proposed. Staff envisions the Village Board selecting a firm on December 8th, with a final contract being signed in December so that the new firm is on board by January 1st.

Budget Impacts:

Funds to come out of engineering services in budget.

Recommended Action:

Staff recommends advertising a Request of Proposal for Contracted Engineering Services.

Staff recommends the Board discuss how the selection process will occur, e.g. Village Board review, creation of selection committee, etc.

Attachments:

- Draft RFP

VILLAGE OF HARRISON

REQUEST FOR PROPOSAL FOR CONTRACTED MUNICIPAL ENGINEERING SERVICES

The Village of Harrison, Calumet County, WI is requesting proposals from qualified firms to provide a wide-variety of general civil and municipal engineering services to the Village on an as-needed, time- and-materials basis, and for selected projects with lump sum contracts based on fee schedules stipulated in a master agreement with the Village.

A. DESCRIPTION

The Village of Harrison (“Village”) desires to solicit proposals from firms (“Consultant”) who are interested in providing general engineering services and related technical services on a variety of municipal projects and issues. The successful applicant will provide the Village these services from January 2020 – December 31, 2021. Future contracts will depend on the firm’s performance in the above stated period. Services may include, but will not be limited to, those listed in Section E – Potential Scope of Services.

B. BACKGROUND

The Village of Harrison is located on the northeastern shore of Lake Winnebago. It was incorporated in 2013 and encompasses approximately 33 acres. The Village of Harrison provides a full range of services including police and fire protection; maintenance and construction of streets, highways, and other infrastructure; sewer and water; park and recreational activities; and planning, inspection, and other related development services.

The Village of Harrison is governed by a Board of Trustees comprised of a President and six Trustees. The Village elects each Trustee to their position on an at-large, part-time basis with two-year staggered terms. The Board sets policies that guide the Village operation. A Village Manager is appointed by the Village Board as the chief administrative officer to manage the day-to-day operations of the Village.

The Village of Harrison engineering services should include (but are not limited to) administration of contracts and design for construction of public improvements; inspections; survey tasks; reviews plans for public as well as private development projects to ensure that they comply with all the rules, regulations, and specifications established by the Village Board, and represent the Village of Harrison with outside organization as required by the Village Board or Village Manager.

C. SUBMISSION OF PROPOSALS

Ten (10) copies of the proposal must be submitted in a sealed envelope by 12:00pm on November 20th, 2020 to:

Attn: Village Manager
Village of Harrison
W5298 Hwy 114
Menasha, WI 54952

D. GENERAL CONSIDERATIONS

The Village reserves the right to reject any and all responses and/or to waive informalities. The Village reserves the right to award a contract for services to the engineering firm which the Village feels serves the best interests of the Village. The Village reserves the right to forego the Selection Process if it is determined that one respondent clearly serves the best interests of the Village over all others.

Include with your submittal a cover letter addressed to Travis Parish, Village Manager. The cover letter should be signed by a person legally authorized to bind the firm to its submitted response. The cover letter must include the firm name along with all relevant contact information of the legal authority.

The selected firm will provide contracted engineering services for the Village of Harrison. Please note that the Village reserves the right to obtain specialized engineering services as needed, separate from the selected engineer, and may continue to use existing consulting engineers currently under contract with the Village to complete current projects.

RFP respondents must meet the following minimum requirements:

- Demonstrative experience with public sector engineering of similar size and scope of the services being requested.
- Assign to the Village a Registered Professional Engineer licensed to practice in the State of Wisconsin who has a minimum of 5 years of experience with municipal engineering projects. The assigned engineer must have solid field experience and the ability to effectively communicate with village personnel, the Village Board, other elected officials, the public, and its contractors.

E. POTENTIAL SCOPE OF SERVICES

The list below indicates typical examples of work to be assigned as needed to address day-to-day operations or "project specific" tasks.

Services to be provided for specific projects will be selective and as determined by the Village Manager in consultation with the Village Board. As specific work is requested by the Village, the firm shall assign a project task number for said work and provide the Village with an estimated budget for the work, and receive written approval prior to commencing.

- 1) Grant writing or assistance with grant applications as requested.

- 2) Surveying. Provide a registered Land Surveyor to meet surveying needs as requested by the Village.
 - 3) Plan reviews. Review private development designs for road construction, storm sewer construction, and/or sewer and water construction. Review site plans to ensure all standards and specifications are met for the Village of Harrison.
 - 4) Review stormwater management and erosion control plans for private development designs in accordance with Harrison ordinances and standards and specifications.
 - 5) Sanitary sewer and lift station design.
 - 6) Sewer and Water main distribution and facilities design.
 - 7) Assist with obtaining necessary permits from regulatory agencies.
 - 8) Assist with obtaining easements and/or right of way acquisition for utility, street, and other various projects.
 - 9) Assist with development and implementation of Capital Improvement Plan (CIP) as requested.
 - 10) Design, permit, bid, administer, coordinate and inspect Village construction projects and act as project manager. Evaluate and process contractor payment requests.
 - 11) Assist with complaints and requests from businesses and residents as directed by the Village.
 - 12) Perform drafting and CAD design. Printing of drafts and plans.
 - 13) Obtain "as-built" information on public and private utility facilities as requested.
 - 14) Develop maps and record drawings for the Village as needed by project; create as-built documentation of projects.
 - 15) Update Village maps and utility maps/records.
 - 16) Assist in compliance with Wisconsin MS4 permit regulations.
 - 17) Update Harrison standards and specifications manual, as requested. Update Harrison Utilities standards and specifications manual, as requested.
 - 18) Assist with the special assessment process and prepare special assessment reports as requested.
 - 19) Attend Village Board meetings, Public Hearings, and staff meetings as requested.
 - 20) Inspect development construction projects (storm sewer, sanitary sewer, and watermain) construction to ensure installation meets Village standards and specifications.
 - 21) Review single-family and two-family grading plans for compliance with master subdivision plan and set a temporary grade stake with top of foundation wall height listed. Generally, this task is to be performed within 48-hours of Village request.
 - 22) Miscellaneous municipal engineering design as requested.
- The successful firm shall be responsible for all resources necessary to deliver these services.

F. SELECTION PROCESS

Proposals will be reviewed by Village Board. The Village Board will select the top three firms to be interviewed by a selection committee determined by the Village Board. The selection is subject, but not limited, to the following criteria:

- 1) Demonstrate experience and qualifications of assigned personnel with familiarity with general municipal engineering and specifically with the Village.

- 2) Staff capability to execute projects in a timely manner.
- 3) Performance on similar projects as noted in the qualifications section.
- 4) The firm's knowledge of the Village.
- 5) The firm's knowledge of grant writing and administration.

The interview process will consist of each firm responding to questions from the selection committee. Fee schedules will also be evaluated. The selection committee will rank the firms based on points awarded by the selection committee and from interviews. The Village Board will have final approval of appointment of the engineering firm. Appointment may occur when a negotiated contract has been tentatively agreed upon by both parties.

It should be noted that the selected firm must agree not to work for private development in the Village.

G. PROPOSAL CONTENT

Proposals shall not exceed 20 pages. The Village is not interested in brochures, boilerplate filler, or general information that is not relevant to this process. The consultants responding to this RFP are advised to provide a clearly articulated response and approach to addressing all issues noted in this RFP.

Key elements to each proposal should include, but not necessarily be limited to, the following items (in no particular order):

- 1) Firm's History: Provide a brief history of your firm.
- 2) Understanding of Need: The firm should clearly state their understanding of the Village's need for Contracted Engineering Services, and for the role the engineer should play for a municipality of the size of the Village. Specific examples and insights will be useful in this section.
- 3) Approach: The firm should describe their approach to serving as the engineer for the Village, how they will communicate with the staff and any internal policies that they may have for interaction with the Village on a day-to-day basis.
- 4) Experience: The firm shall describe their experience and expertise in providing engineering services for similar type municipalities, utilities or districts. Experience with water, sewer, surveying, development, and general engineering services, is required. Please list all applicable experience.
- 5) Project Team: Provide resumes of the project or support team and describe the proposed project team for the appointed lead engineer. Further descriptions shall include who will be the key contacts and leaders of the team; who will interact with the Village and the organizational structure that will be proposed for the Consulting Engineer and subcontractors that may be used and why their respected services are important or relevant.
- 6) Availability: It is important that the selected Consulting Engineer be capable of responding to the Village's needs in a timely manner, complete projects on time, and be an efficient resource for the Village. The proposal should address the consultant's approach to ensuring that the Village's needs will be met by their firm.

- 7) Invoice Submittals: For proper recordkeeping it is important that the Village receive invoices for service that convey detailed project information. Please include in your proposal a template invoice that the Village should expect to receive from your firm for a typical municipal project (actual dollar figures can be excluded). In addition to the template invoice please indicate what services will be invoiced. For example, will the Village be charged for time spent on phone conversations with Village staff; will the Village be charged for faxes, email, travel time, vehicle use, equipment use, meeting attendance, etc.
- 8) Rates Charged for Service: Please provide a rate sheet that lists your firm's hourly charges for service for each of your firm's employees on the assigned project team, for a two year period. Please include a list of rates for all potential firm staff members that may be involved on a project, as well as your charge for mileage. Identify any fees and expenses that would not be covered under this schedule but may be required in order to implement the firm's program. Failure to provide this information will result in your firm being eliminated from consideration.
- 9) References: Firms shall provide a list of municipal references for which the firm has provided similar professional services. Reference information should include:
 - a. Name of Municipality
 - b. Address
 - c. Contact Person
 - d. Telephone Number,
 - e. Firm's key personnel assigned to referenced projects

H. SELECTION CRITERIA

These selection criteria will allow the Village Board and/or selection committee to award points based on the quality of the proposal, the firm's understanding of the Village's needs, the firm's approach to the work, or any other quality about the firm's proposal that sets it apart from any others.

Selection Criteria	Relative Weight
Appointed Lead Engineer Experience	25
Project Team Experience	20
Quality of Understanding and Approach	15
Charges for Service	15
References	15
Proximity to the Waverly Sanitary District	10
Total	100

I. QUESTIONS.

If you have any questions, please contact Travis Parish at 920-989-1062 or tparish@harrison-wi.org.