

NOTICE OF VILLAGE BOARD MEETING

DATE: Tuesday, December 8, 2020
TIME: 6:00pm
PLACE: Harrison Municipal Building
W5298 State Road 114
Harrison, WI 54952

NOTICE IS HEREBY GIVEN that the Village of Harrison will hold a board meeting on Tuesday, December 8, 2020 at 6:00pm. The agenda is listed below.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Village Board
4. Correspondence or Communications from Board and Staff
5. Public Comments
Please be advised per State Statute section 19.84(2), information will be received from the public; be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments. It is the policy of the Village that there is a three-minute time limit per person. Time extensions may be granted by the President. Please register your name on the sign-in sheet prior to the start of the meeting.
6. Unfinished Business from Previous Meetings for Consideration or Action
7. New Business for Consideration or Action
 - a) Minutes from 11/24/20
 - b) Ord. V20-20 Zoning Map Amendment- Manitowoc Road (Toonen/Stumpf) (Planner)
 - c) Subdivision Development Agreement- Stargazer Estates- Midway Road (Lexington Homes) (Planner)
 - d) Engineering Services Firm Selection (Planner)
 - e) Closeout Contract with MCC for Kesler Road Project Contingent on Sherwood's Approval (Village Manager)
 - f) Modifications to Schmidt Road Bridge Project (Village Manager)
 - g) Resolution V2020-20 To Pay Off Loan No. 252603101 with Investors Community Bank (Village Manager)
 - h) Business Permit/License (Village Manager)
 - i) Lessons Learned on Golden Way Project (Trustee Handschke)
8. Future Agenda Items
9. 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 agreements: Bayland Buildings (former Darboy Club Site)

Pursuant to Wis. Stats. §19.85(1)(c), the Board will also meet to consider employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

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

10. Adjournment

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

Agenda posted on 12/04/20 at www.harrison-wi.org and Municipal Building lobby

**VILLAGE OF HARRISON
BOARD MEETING MINUTES
11/24/2020**

A regular meeting of the Village of Harrison Board was called to order at 6:00pm in the Harrison Municipal Building, W5298 State Road 114 on November 24, 2020. After the Pledge of Allegiance was recited, roll call was taken.

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

Open Public Hearing for 2021 Budget

Village Manager T. Parish presented the budget. The general levy is \$2,833,960.00 and debt service is \$779,094.00.

Close Public Hearing for 2021 Budget

With no public members signed in to speak for/against the budget, the hearing was closed at 6:09pm.

Correspondence or Communications from Board and Staff

T. Parish- Neenah Menasha Wastewater Treatment Plant- Phosphorous Compliance Construction Project

The commission will explore options for funding the construction project for the phosphorous removal. Construction and borrowing are slated for 2022, with preliminary estimates at \$15 million.

Public Comments

None

Reports

Harrison Fire Record: Dispatched to 48 incidents from 10/22-11/19. Year to date total is 445 calls.

Calumet Co. Sheriff's Dept: Incident logs for September and October were included for review in the packet.

Planning and Zoning: 37 permits were issued in October. Year to date total is 262.

Public Works Department: Crews are doing oil changes, checking storm sewers, and cleaning up seasonal equipment.

Harrison Utilities: No report

Village Manager: Updates were given on the PSC Refund issue, Coop Rd. Transfer, Kesler Rd. Paving, Harrison Utilities accounting, and Covid-19 Grants.

Statement of Income & Expenses: Ending balances were included in the report.

Clerk-Treasurer: 75% of voters cast absentee ballots. 2,118 persons voted during the in-person hours from 10/20-10/30.

Unfinished Business from Previous Meetings for Consideration or Action

Payment of Bills and Claims (tabled on 10/27/20)

Motion by Trustee Stier with second by Trustee Miller to approve. Motion carried 7-0.

New Business for Consideration or Action

Resolution V2020-19 Adopting the 2021 Annual Budget and Establishing the Property Tax Levy for the Village of Harrison

Motion by Trustee Moore with second by Trustee Stier to approve. Motion carried 7-0.

Resolution V2020-15 Setting a Public Hearing Date for a Public Way Discontinuance (Unnamed Road intersecting High Cliff Road)

Motion by Trustee Handschke with second by Trustee Miller to approve Res. V2020-15 setting the public hearing date of January 12, 2021 at 6:00pm. Motion carried 7-0.

Certified Survey Map- Propson- Schaefer Road

Motion by Trustee Moore with second Trustee Miller to approve the CSM with a note that the right-of-way for Schaefer Road be dedicated to the public. Motion carried 7-0. The CSM separates the house from the building.

Ordinance V2020-17 Zoning Map Amendment- Deno- Peters Road & N. Harwood Rd

Motion by Trustee Handschke with second by Trustee Stier to approve Ord. V20-17 Zoning Map Amendment. Motion carried 7-0. Location IDs 40616, 44780 & 40576 are rezoned from General Agricultural [AG] to Rural Residential [RR].

Certified Survey Map – Deno – N. Harwood Road

Motion by Trustee Moore with second by Trustee Stier to approve the CSM. Motion carried 7-0. The CSM creates a lot for a single-family home site at Location ID 40576.

Certified Survey Map – Deno – Peters Road

Motion by Trustee Moore with second by Trustee Bartlein to approve the CSM. Motion carried 7-0. The CSM separates the existing home and buildings from the remaining agricultural lots.

Ord V20-18 – Zoning Map Amendment – Mielke – Mielke Road

Motion by Trustee Handschke with second by Trustee Stier to approve Ord. V20-18 Zoning Map Amendment. Motion carried 7-0. Location ID 43796 is rezoned from General Agricultural [AG] to Rural Residential [RR].

Certified Survey Map – Mielke – Mielke Road

Motion by Trustee Van Hefty with second by Trustee Miller to approve the CSM. Motion carried 7-0. The CSM creates a lot for a single-family home site.

Ord V20-19 – Zoning Map Amendment – Biggar (Ataraxia) – Manitowoc Road

Motion by Trustee Miller with second by Trustee Bartlein to approve Ord. V20-19 Zoning Map Amendment. Motion carried 6-1 with Trustee Handschke abstaining. Location ID 33502 is rezoned from General Agricultural [AG] to Single-Family Residential (Suburban) [RS-1] and Planned Development Overlay [PDO]. The PDO will be utilized as an overlay to accommodate the unique development standards of the proposed subdivision.

Creating Selection Committee for Engineering Services Proposals

Motion by Trustee Handschke with second by Trustee Miller to create a committee under "Option 3" *hybrid model of village board and staff*, with up to 3 board members. Motion carried 7-0. Trustee Handschke then nominated Trustee Van Hefty to serve on committee; Trustee Van Hefty then nominated Trustee Handschke to serve on committee; and, Trustee Handschke then nominated President Hietpas to also serve on the committee.

Application for Payment in the amount of \$190,059.57 to Fahrner Asphalt Sealers for 2020 Crack Sealing

Motion by Trustee Handschke with second by Trustee Van Hefty to approve. Motion carried 7-0.

Quote from Bob and Dave's for snow removal from CTH KK sidewalks, Lake Park Road sidewalks and trail, Noe Rd trail, Clover Ridge Trail, and Friendship Trail

No action taken. Proposed costs would be higher than Harrison Public Works Dept. doing work themselves.

Intergovernmental Cooperation Agreement between City of Appleton and Village of Harrison for Coop Rd.

Motion by Trustee Handschke with second by Trustee Stier to approve. Motion carried 7-0. The village shall pay City of Appleton \$120,000 towards Coop Road asphalt resurfacing project. Payment shall be made within 30 days of the resurfacing project's substantial completion.

Minutes from 10/22/20, 10/27/20, 11/09/20

Motion by Trustee Stier with second by Trustee Miller to approve. Motion carried 7-0.

Payment of Bills and Claims Oct. 26-Nov. 19, 2020

Pulled for Discussion:

By Trustee Handschke- Check numbers 10146 & 10147 Advanced Disposal; Check number 10157 for the GIS software payment; Check number 10178 Tax Overpayment Refund; and Check number 10187 McMahan

By President Hietpas: Check number 10155 Calumet County DHHS EMS Flu Shots; Check number 10157 Cardmember Services; Check number 10244 Lincoln Contractors Supply

Motion by Trustee Moore with second by Trustee Stier to approve. Motion carried 7-0.

Temporary Closure of Lobby due to Covid-19

Motion by Trustee Van Hefty with second by Trustee Stier to temporarily close the lobby through March 1, 2021 and re-evaluate at that time. Motion carried 6-1 with President Hietpas opposed. Message will be printed on tax bills, posted on the village website, and a bulletin board will be placed in the inside vestibule. Residents are asked to make appointments to meet with staff.

Future Agenda Items

Payoff road loan with Investors Bank, create a business license, reduce speed on Schmidt Road, discussion of Schmidt Rd bridge, lessons learned on Golden Way, Village Manager review.

Adjournment

Motion by Trustee Moore with second by Trustee Bartlein to adjourn. Motion carried 7-0 at 9:03pm.

Jennifer Weyenberg, Village Clerk-Treasurer

Dated November 24, 2020

Approved December 8, 2020

VILLAGE BOARD MEETING**From:**

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON**Meeting Date:**

December 8, 2020

Title:

Ord V20-20 Zoning Map Amendment (Rezoning) – Toonen Companies

Issue:

Should the Village Board approve a zoning map amendment (rezoning) from AG to RM?

Background and Additional Information:

The applicant is proposing to rezone approximately 40-acres of land located along Manitowoc Road east of County Road N, Location IDs 39146 & 39148, from General Agricultural [AG] to Multiple-Family Residential [RM]. The purpose of the rezoning is to develop a multi-family development in the future. The Comprehensive Plan and Future Land Use Map identifies this property as ‘Village Center’. The Comprehensive Plan and Village Center Plan identify multiple family residential as appropriate uses within the Village Center. The proposed rezoning is consistent with the Comprehensive Plan and Village Center Plan.

The Plan Commission held a public hearing on November 17th, no one spoke in opposition. The Plan Commission discussion was mixed. There were some questions as to the amount of multi-family units that have been approved already and the possibility of adding more. The Plan Commission sought to get more information before making a recommendation.

Findings of Fact:

- Staff finds that the Rezoning request complies with the Future Land Use Map as part of the Comprehensive Plan of the Village of Harrison.
- Property owners within 300-feet of the subject property have been notified via first-class mail.

Recommended Action:

The Plan Commission approved a motion to postpone action on the rezoning in order to gather more information. The zoning ordinance requires action within a specified time period, the applicant must also agree to have the item postponed. The applicant is currently under a deadline as part of the offer to purchase and have not agreed to postpone action.

Staff recommends approval of the Zoning Map Amendment request as submitted as it complies with the Comprehensive Plan and Village Center Plan.

Attachments:

- Aerial Map
- Zoning Map
- Conceptual Village Center Plan
- Conceptual Site Plan
- Ord V20-20

Calumet County, WI

Legend

-  County Boundary
-  Village/ward/Unincorporated Community
-  Town Boundary
-  Point of Interest
-  School Boundary
-  Property Area
-  PLSA Section
-  State Parks
-  County Parks
-  Lake
-  River and Streams
-  Major Road
-  Local Highway
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DISCLAIMER: This map is not guaranteed to be accurate, correct, current, or complete and the user assumes all responsibility of the user.

	
2024-2025 1000 KUMU	2024-2025 1000 KUMU



Zoning Map

Village of Harrison

Calumet & Outagamie Counties, WI

Legend

Zoning Districts

- AG | General Agriculture
- RR | Rural Residential
- RS-1 | Single-Family Residential (Suburban)
- RS-2 | Single-Family Residential (Traditional)
- RT | Two-Family Residential
- RM | Multiple-Family Residential
- CN | Neighborhood Commercial
- CO | Office & Retail Commercial
- CC | Community Commercial
- BP | Business Park
- IM | Industrial & Manufacturing
- NC | Natural & Conservancy
- MHO | Mobile Home Overlay
- PD | Planned Development Overlay
- SHO | Shoreland Overlay*
- SWO | Shoreland-Westland Overlay*

RoadCenterline

- Local Roads
- County Highway
- State Highway
- US Highway
- Railroad
- Streams
- Town of Harrison
- Parcels
- Subject Property

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

This map was created by:

Village of Harrison
 MS288 Hwy 714
 P.O. Box 1022
 920-389-1022

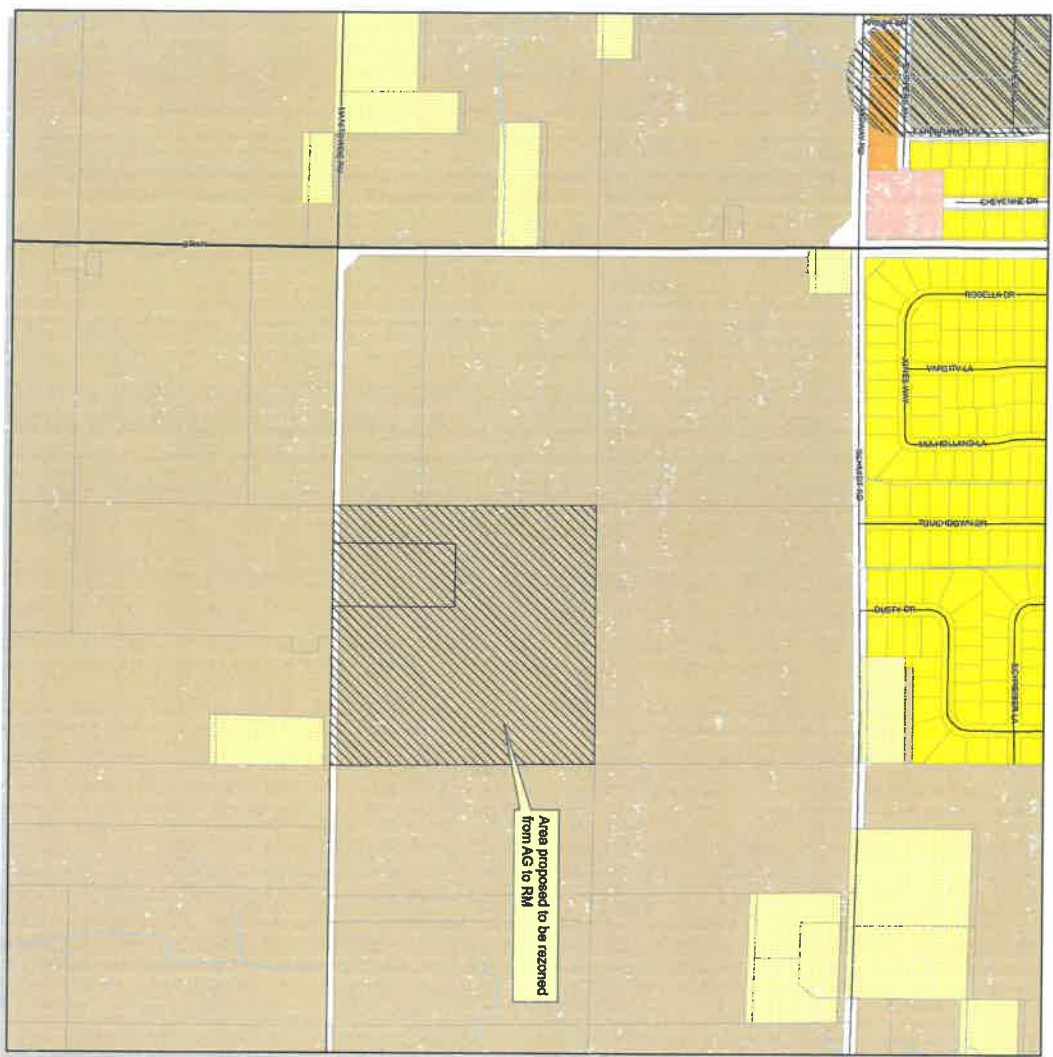


Adopted: July 27, 2010
 Effective: November 1, 2010
 Current as of: August 20, 2020



Disclaimer:
 This map was created using data obtained from Calumet County. The Town of Harrison does not warrant the accuracy of the data. The Town of Harrison is not responsible for any reliance on the information or data shown on this map. The Town of Harrison is not liable for any damages, including consequential damages, arising from the use or reliance on the information or data shown on this map. The Town of Harrison is not liable for any damages, including consequential damages, arising from the use or reliance on the information or data shown on this map. Original recorded source documents located in the county records should be used to verify proposed.

Calumet County shall retain the exclusive owner of all rights, title, and interest in all specially designated information.

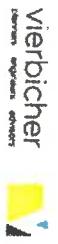
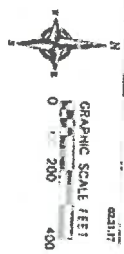
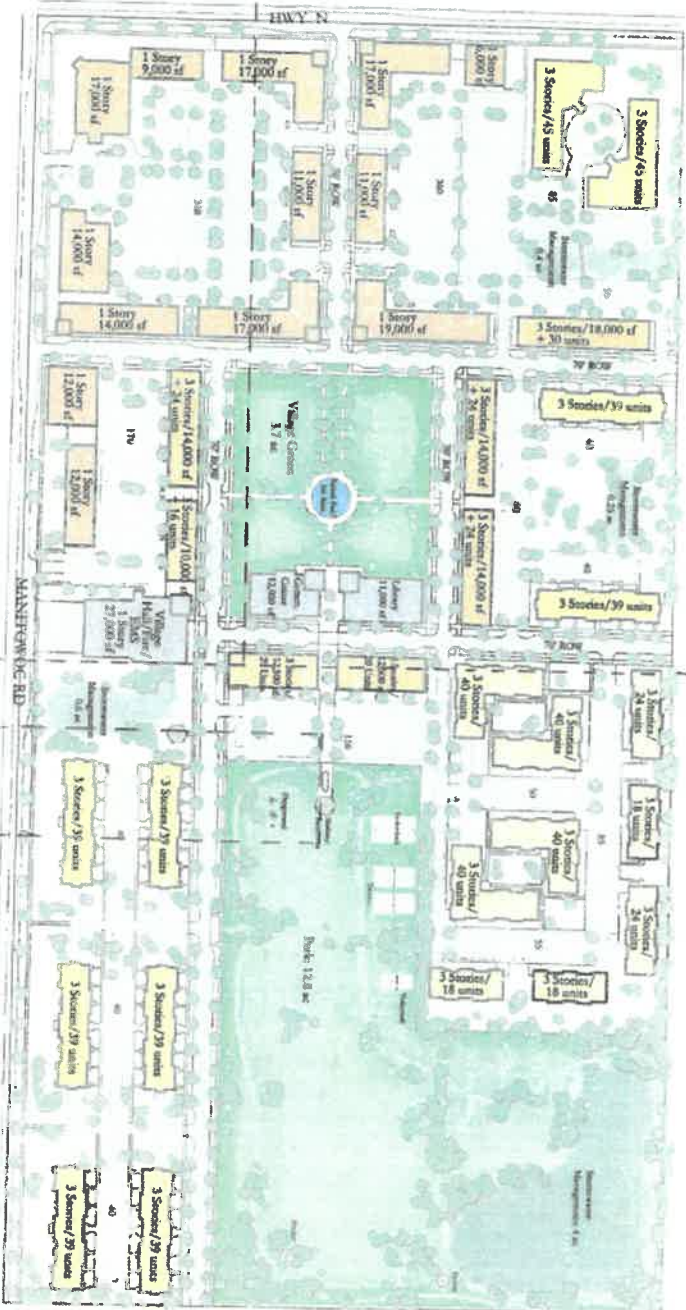


Prop line

Prop line

- █ Total Area: 79.7 ac
- █ Commercial: 271,000 sf
- █ Mixed Use
- █ Civic (Village Hall, Library, Community Center, Fire/EMS): 50,000
- █ Residential Units: 822 (based on 1150 GSF per unit)
- █ Public Open Space: 16.5 ac

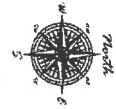
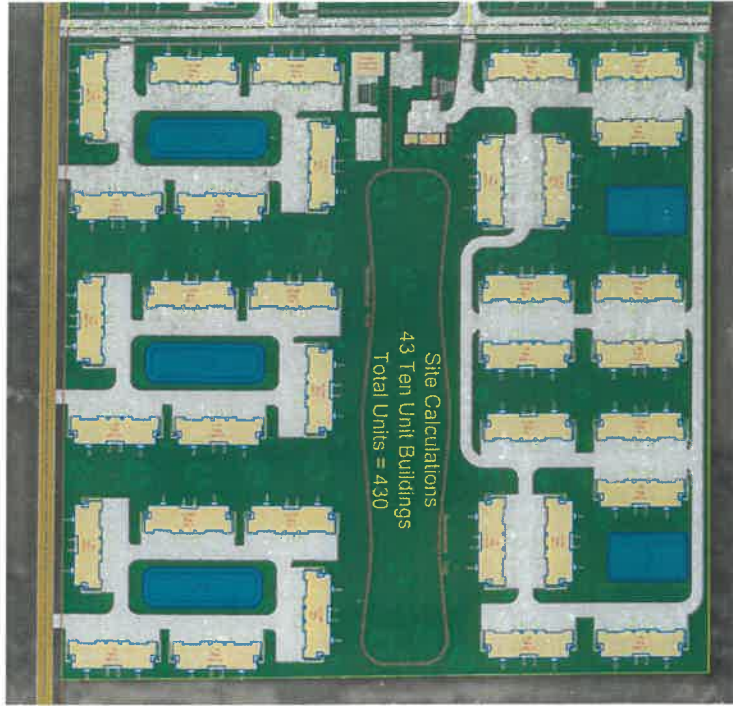
Harrison Village Center: Hwy N & Manitowoc Rd - Option 2



Revised: 10/26/20

Village of Harrison, Calumet County, Wisconsin

Site Plan



PROJECT NO.
173117
SHEET NO.
1 OF 1
DRAWINGS
3-3177

Toonen Companies, Inc.

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 820-434-9870 Website: www.mau-associates.com
400 Security Blvd, Green Bay, WI 54315

Proposed Multi - Family Layout

SCALE
1"=50'

T13 P1012.L10 Calumet County

Map 111104-1000-001-000000 Date: 10/26/20 Medium: Unprinted 10/26/20

ORDINANCE V20-20

**AN ORDINANCE AMENDING THE VILLAGE OF HARRISON
OFFICIAL ZONING MAP. (Toonen Companies/Stumpf)**

WHEREAS, a public hearing on the map amendment (rezoning) was held by the Harrison Plan Commission on November 17, 2020; and

WHEREAS, the Plan Commission sought to postpone action on the map amendment (rezoning) to gather more information; and

WHEREAS, the zoning ordinance requires approval from the applicant to postpone action and the applicant has a deadline to complete the offer to purchase and cannot postpone action; and

WHEREAS, the proposed map amendment is consistent with the Comprehensive Plan.

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

All of the SE1/4 of the NW1/4 of Sec. 11, T20N, R18E, Village of Harrison, Calumet County, Wisconsin, except Certified Survey Map No. 1574, recorded in volume 11, page 14 of Calumet County records; and Lot 1 of Certified Survey Map No. 1574, recorded in volume 11, page 14 of Calumet County records being located in part of the SE1/4 of the NW1/4 of Sec. 11, T20N, R18E, Village of Harrison, Calumet County, Wisconsin.

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 8th day of December, 2020.

Kevin Hietpas, Village President

Attest: Jennifer Weyenberg, Clerk

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

From:

Mark J. Mommaerts, AICP, Planner

Meeting Date:

December 8, 2020

Title:

Development Agreement for Stargazer Estates Subdivision

Issue:

Should the Village Board deviate from the Subdivision Improvement Policy as requested by the developer of the Stargazer Estates subdivision?

Background and Additional Information:

As a part of the subdivision plat approval process, the Village requires a Development Agreement in order to assure all the public improvements are installed in the subdivision if the final plat is to be approved prior to all the improvements being completed. The standard agreement is based off the Subdivision Improvement Policy approved by the Village Board in June 2020. The Development Agreement provides standards for utility and roadway construction in a temporary state and final state.

The Developer of Stargazer Estates wishes to deviate from the policy. The Developer plans to attend the meeting to discuss.

Budget/Financial Impact:

None.

Recommended Action:

Staff recommends the Development Agreement follow the adopted Subdivision Improvement Policy.

Attachments:

- Subdivision Improvement Policy
- Draft Development Agreement

VILLAGE OF HARRISON

SUBDIVISION IMPROVEMENT POLICY

INTRODUCTION

The goal of the Subdivision Improvement Policy is to define acceptable policies and procedures for the installation of new public roadways. The intent of this policy is to ensure longevity of the Village's public infrastructure, address drainage concerns and ensure the safety of our residents. This Policy supersedes and replaces all previous subdivision improvement policies.

SUBDIVISION IMPROVEMENT POLICY

New Roads

Any new road in the Village of Harrison shall be installed as an asphalt street with mountable curb and gutter and storm sewer. The road shall be 35-feet in width from back of curb to back of curb. The Public Works Director shall recommend to the Village Board any variation from the standard width. A 5-foot concrete sidewalk shall be installed along the right of way on each side of the new road.

Subdivision Roadway Construction Method

- The Subdivider and the Village shall agree to enter into a Development Agreement regarding Improvements, Financial Guarantees, Building Permits, Miscellaneous Requirements, and Amendments. The Development Agreement will be based on the provisions of this policy.
- The following improvements, in which the roadway is considered to be in a *temporary state*, shall be constructed prior to the final plat approval and any building and zoning permits being issued:
 - sanitary sewer, watermain, storm sewer, and associated laterals
 - private utilities (gas, electric, cable, phone, etc.)
 - subgrade, compaction testing
 - roadway fabric
 - gravel base
 - 1 ½-inch temporary asphalt mat, full width of street
 - stormwater management facilities (e.g. wet-detention ponds, primary drainage swales, etc.)
 - terraces and primary drainage swales and ditches graded, seeded, and mulched
 - other improvements necessary as determined by the Village Board, such as streetlights and/or lighting for trails, treatment of gravel roadway (e.g calcium chloride, chip seal, recycled asphalt, etc.).
- Upon acceptance of the roadway in a *temporary state*, the roadway shall sit for not less than two (2) freeze/thaw cycles but not more than three (3) freeze/thaw cycles prior to completion in a *finished state*. The Subdivider shall provide financial security in an amount sufficient to cover the costs of

installing the remaining improvements to a finished state. The roadway is considered to be in a finished state after the following improvements are completed:

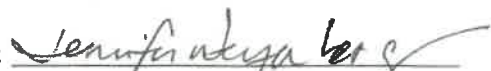
- reshaping of gravel road
- curb & gutter
- asphalt paving (binder & finish layer)
- sidewalks & trails
- terrace restoration
- All improvements will be inspected for compliance with the Village of Harrison Standard Specifications Manual.
- All inspections will be completed by an inspector designated by the Village. The cost for such inspections will be paid for by the Subdivider.
- No roadway subgrade, base or gravel shall be constructed between November 15th and May 1st.
- The Village Board will accept the subdivision improvements in a temporary state after receiving input and a recommendation from staff verifying all improvements are completed in accordance with the Standard Specification Manual and Development Agreement.
- The Final Plat will only be approved after the Village Board has accepted the subdivision improvements in a temporary state.
- Building and zoning permits will only be granted after the Final Plat has been approved and recorded.
- The Village Board will accept the subdivision improvements in a finished state after receiving input and a recommendation from staff verifying all improvements are completed in accordance with the Standard Specification Manual and Development Agreement.

CONCLUSION

This policy attempts to set standards for public roadway improvement policies and procedures that will allow for the installation of Village infrastructure while ensuring longevity and that such construction also meets the standard specifications.

This procedure and policy is duly adopted by the Village Board on the 9th day of June, 2020.

By: 
Kevin Hietpas, Village President

Attest: 
Jennifer Weyenberg, Village Clerk

**SUBDIVISION DEVELOPMENT AGREEMENT
STARGAZER ESTATES**

THIS AGREEMENT, made this ____ day of _____, 20____, between **Quattro Development, LLC**, hereinafter called “Subdivider”, and the Village of Harrison, a municipal corporation of the State of Wisconsin, located in Calumet and Outagamie counties, hereinafter called “Village”.

WHEREAS, Subdivider is the owner of approximately **15.991-acres** of land in the Village, said land being referred to as “Stargazer Estates” described as:

Legal Description

WHEREAS, Subdivider desires to subdivide and develop said lands;

WHEREAS, said lands are presently zoned or planned to be zoned as **RS-2 | Single-Family Residential (Traditional)** which permits the above development; and

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

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

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

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

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

SECTION 1 – IMPROVEMENTS

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

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

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

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

All street construction, including but not limited to, sanitary sewer, watermain, storm sewer and associated laterals, subgrade, gravel base, and 1½" temporary asphalt binder shall be inspected by the Village, or their designee, in accordance with Section I, below.

Once the Village of Harrison standards have been met, the Village Board will take action respectively, to accept the listed roads. Acceptance of a gravel road may only occur after the subgrade, gravel, and 1½" temporary asphalt binder has been installed and inspected by the Village, all utilities (sanitary sewer, water, storm sewer, gas, electric, cable/phone, etc.) have been installed, and all terraces and primary drainage swales and ditches have been graded, seeded, and mulched and inspected by the Village. Once approved, the roads will sit for a period not less than two (2) freeze/thaw cycles but no more than three (3) years after acceptance by the Village Board.

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

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

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

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

The schedule for construction shall be as follows:

Timeframe Record	
Subdivision	Stargazer Estates
Final Subdivision Approval	Spring 2021
Sanitary, Water, and Storm Sewers	Winter 2020
Utilities (Gas, Electric, Phone, Cable, etc.)	Spring 2021
Grade & Gravel	Spring 2021
Terraces	Spring/Summer 2021
1½" Temporary Asphalt Binder	Spring/Summer 2021
Landscape Berm with Plantings	NA
Concrete Mountable Curb & Gutter	Summer/Fall 2023
Asphalt Pavement	Summer/Fall 2023
Sidewalks/Trails	Summer/Fall 2023

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

B. CURB AND GUTTER The Subdivider hereby agrees:

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

C. SIDEWALKS The Subdivider hereby agrees:

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

D. TRAILS The Subdivider hereby agrees:

1. None are proposed.

E. SANITARY SEWER The Subdivider hereby agrees:

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

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

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

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

1. To furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire subdivision, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village and the Wisconsin Department of Natural Resources (WDNR) Post-Construction Performance Standards.
2. All stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected by an on-site inspector designated by the Village, before acceptance by the Village.
3. To install separate storm sewer laterals six (6') feet into each lot within the subdivision in accordance with the *Standard Specifications Manual* for the Village of Harrison.
4. The Village Board will not accept the storm and surface water drainage improvements until the same have been installed and tested in accordance with the Village's specifications and the Subdivider's plans and specifications approved by the Village. The storm water and surface water drainage improvements shall be completed before a release of the performance guarantee specified by this contract.

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

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

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

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

J. LANDSCAPING RESTORATION The Subdivider hereby agrees:

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

K. LANDSCAPE BERMS The Subdivider hereby agrees:

1. None are proposed.

L. INSPECTIONS The Subdivider hereby agrees:

1. To allow for the Village, or a third party selected by the Village, to inspect all improvements for the purpose of ensuring compliance with the *Standard Specifications Manual* for the Village of Harrison.
2. To pay for all costs associated with the inspection of improvements within the subdivision development. Cost of Village inspections to be billed at the following rates: \$52 per hour for Engineering Technician (Field Inspector), \$59 per hour for Public Works Lead Foreman, and \$69 per hour for Operator, plus actual costs for incidental items, such as equipment, mileage, etc.. Costs of third party inspectors to be billed at actual costs to the Village.

M. PAYMENT IN LIEU OF PARKLAND The Subdivider hereby agrees:

1. None. Subdivider dedicated land for parkland purposes.

N. STREET LIGHTS The Subdivider hereby agrees:

1. To furnish, construct, install and provide street lights at the intersections of Midway Road/Constellation Drive. Such streets lights are to be LED lights mounted on a black,

smooth fiberglass pole approved by the Village. If conditions warrant, installation on an existing pole may be approved by the Village.

SECTION II – MISCELLANEOUS REQUIREMENTS

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

SECTION III – PUBLIC IMPROVEMENT GUARANTEE

- A. The Village will not approve a final plat until such improvement is guaranteed as listed in A(1).
 - 1. The Subdivider shall provide an irrevocable letter of credit, or cash escrow, together referred to as Financial Guarantee, of which the Village can draw from, for an amount equal to one hundred twenty percent (120%) of the cost of furnishing, constructing, installing, staking, inspecting and testing the improvement as required by this contract. The amount shall include construction engineering costs, inspection, and shall be subject to final approval by the Village. (Improvements are described in this contract in Section 1 – Part, A, B, C, D, E, F, G, H, I, J, K, L, M & N hereof) The improvements shall be guaranteed prior to the Village approving the final plat.

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

That amount of the public improvements, **as provided by the developer's engineer**, and verified by the Village engineer is \$ _____.

A detail of the estimated cost shall be attached as Exhibit "B".

- B. The Subdivider shall furnish, construct, install, stake, inspect and test the improvement. The improvement shall be dedicated to and accepted by the Village prior to the Village approving any release of a public improvement guarantee.
- C. The Subdivider hereby agrees to guarantee the improvements described in Section I hereof against defects due to faulty materials or workmanship which appear within a period of two (2) years [or three (3) years if winter construction is utilized] from the date the final course of asphalt has been laid and shall pay for any damages resulting therefrom to Village property. The warranty shall be in the form of a letter of credit, or cash escrow in an amount sufficient, as approved by the Public Works Department and/or Village Engineer, to repair such defect. Repair of such defect shall be determined by the Public Works Department. The amount of the warranty is \$ _____.
- D. As improvements required by this Agreement are completed, approved and accepted by the Village, the Subdivider may request a reduction of the public improvement guarantee based upon a demonstration that there exists no necessity for a guarantee in the full amount as originally required. Reductions in the amount of the public improvement guarantee shall be solely within the discretion of the Village Board and shall be made only upon recommendation by the Public Works Department and Village Engineer.
- E. That the public improvement guarantee provided hereunder shall in all respects require compliance with the land division ordinance and particularly the performance guarantee as required by Article IV entitled "Development Agreements".

SECTION IV – BUILDING PERMITS

- A. The Village will not allow building permits to be issued to any person in the said subdivision until all improvements required herein have been dedicated to and accepted by the Village. The Village will perform no repair, maintenance or snow plowing upon said improvements until full acceptance of the roadways by the Village.
- B. Building permits may be issued by the Village upon all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.
- C. The Village shall also require verification that all public improvements have been paid for in the form of Lien Waivers from all persons providing materials or performing work on the Public Improvements for which certification is sought, and upon recording of the final plat, provided that the Subdivider has filed a sufficient Financial Guarantee with the Village to cover the cost of remaining items. Should the Subdivider fail to complete any items pursuant to the terms of the contract by the date set forth herein, the Village shall have the right through the Financial Guarantee provided by the Subdivider to complete the said improvement and the Village shall have unrestricted access to the Subdivider's land for said purpose.

- D. Further, in the event that during the construction of the improvements specified herein, it is determined by the Public Works Department, or Village's Engineer, that the Subdivider and/or its subcontractors installing said improvements have created a situation that is hazardous to the public and requires guarding improvement or repair, the Village may access the Subdivider's property for the purpose of making said repairs and any costs associated with the maintenance of roadways, filling of holes, removal of obstructions or other necessary work may be charged against the cash escrow or irrevocable letter of credit. The Public Works Department shall make an effort to notify the Subdivider of the situation. The Public Works Department and the Engineer in their judgment may determine the necessity of the repairs are urgent in nature and complete those repairs without notice to the Subdivider.

SECTION V – AMENDMENTS

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

The rest of this page left blank intentionally.

SUBDIVIDER

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

Quattro Development, LLC

BY: _____

Print Name: _____

Title: _____

BY: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

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

Notary Public-State of Wisconsin
My Comm. Exp. _____

VILLAGE OF HARRISON

Adopted by the Village Board of the Village of Harrison this _____ day of _____, 20__.

VILLAGE OF HARRISON

By: _____
Kevin Hietpas, Village President

Attest: _____
Jennifer Weyenberg, Village Clerk

EXHIBIT A

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

EXHIBIT B

Engineer's Cost Estimate for Improvements.

EXHIBIT C

Financial Guarantee.

VILLAGE BOARD MEETING**From:**

Mark J. Mommaerts, AICP, Planner

VILLAGE OF HARRISON**Meeting Date:**

December 8, 2020

Title:

Engineering Services Firm Selection

Issue:

Which engineering firm should the Village Board approve for Village engineering services?

Background and Additional Information:

A Request for Proposals (RFP) for Engineering Services was sent out seeking firms that can provide all the services the Village needs for roadway and utility engineering services. Village Board members reviewed all proposals and ranked each proposal using the selection criteria. The top three firms (MSA Professional Services, Graef, and Robert E Lee & Associates) were invited to interview with the Selection Committee approved by the Village Board. The Selection Committee was to interview the top three firms and provide a recommendation to the Village Board. The Selection Committee held the interviews on Thursday, December 3rd.

Budget Impacts:

None.

Recommended Action:

The Selection Committee recommends the Village Board approve Graef for Village engineering services. The Board should authorize the Village Manager to enter into a contract with Graef based on the engineering services proposal.

Attachments:

- None

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: December 8th, 2020

Title:

Discuss/Approve closeout of contract with MCC for Kelsler Rd. project contingent on Village of Sherwood's approval.

Issue:

Should the Village agree to closeout the contract with MCC for Kesler Rd.?

Background and Additional Information:

In April of 2019 the Village of Harrison and Village of Sherwood entered into an agreement to pave State Park Rd., south of Mielke Rd., and Kesler Rd. It was agreed that the communities would use Sherwood's engineering firm, Cedar Corp., to oversee the project with each community paying for half of the cost of the project.

At the end of 2019, State Park Rd. was paved, however, Kesler Rd. was left unpaved as there was too much water on the road to have it paved. MCC agreed to hold the pricing and have Kesler Rd. paved in 2020.

In October 2020, MCC moved in to begin paving Kesler Rd. MCC did dig out the old asphalt, however, before they could finish paving, a storm came in and flooded out the road.

After discussions with Jeff Funk, Cedar Corp and Randy Friday in Sherwood, it was determined that the best course of action is to have Harrison's road department add gravel to the road to make it drivable through the winter and then next year Harrison and Sherwood will re-evaluate the road to determine if it should be paved or if a double chip seal would be a better option. In order to do this, the contract with MCC must be closed out.

Ordinance, Resolution, or Policy:

None.

Budget/Financial Impact:

Half the cost of the remaining contract.

Attachments:

Waiver of Lien

Application for Payment

Change Order No. 3

Certificate of Substantial Completion.



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1695 Bellevue Street
Green Bay, WI 54311-4251

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

December 3, 2020

Mr. John Murphy, Vice President
MCC, Inc.
2600 N. Roemer Road
P.O. Box 1137
Appleton, WI 54912-1137

RE: Village of Sherwood
2019 Road-Drainage Construction, Contract "C-19"
Project Closeout

Please find enclosed three (3) copies of the following items for your review, execution, and resubmittal:

1. Waiver of Lien (General).
2. Application for Payment No. Three (3) – Final.
3. Change Order No. 3.
4. Certificate of Substantial Completion.

In addition to the above-mentioned items, the following items should be submitted or completed at this time:

1. All individual final lien waivers from subcontractors and suppliers.
2. Consent of Surety.
3. All punch list items.

Submittal of all of the above items by December 14, 2020, is required prior to release of payment of Application for Payment No. Three (3) – Final. We expect Application for Payment No. Three (3) – Final to be approved by Village of Sherwood at the December 14, 2020, Village Board Meeting. The Village of Harrison will also review and approve the documents.

Sincerely,

CEDAR CORPORATION

Thad Majkowski
Thad Majkowski, P.E.
Project Manager

TM/rm

cc: Randy Friday, Administrator, Village of Sherwood
Travis Parish, Administrator, Village of Harrison

Waiver of Lien

For value received the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished or to be made or furnished for the improvement of said lands, said improvements being done for the Village of Sherwood, Owner, by MCC, Inc., Prime Contractor.

Said lands being situated in Calumet County, State of Wisconsin, and described as follows:

2019 Paving Project - Phase II – Contract “C-19”

The work done or to be done, materials furnished or to be furnished by the undersigned for said job are as follows:

2019 Paving Project - Phase II – Contract “C-19”

The Prime Contractor named above also certifies that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work performed.

Subscribed and Sworn before me
this _____ day of _____,
2020.

Signed: _____
MCC, Inc.

Notary Public: _____
My Commission Expires: _____

Per: _____

Seal

Date: _____

Unit Price Progress Estimate

Contractor's Application

Project: 2019 Paving Project - Phase II		Application Number: Three (3) FINAL																			
Application Period:		Application Date: December 14, 2020																			
Bid No.	Item Description	A		B		C		D		E		F		G		H		I		J	
		Estimated Bid Quantity	Unit Price	Previous Applications Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
SCHEDULE A - KESLER ROAD																					
A-1	MOBILIZATION	1	L.S.																		
A-2	SAWCUT	50	L.F.		\$4,650.00																
A-3	SUBGRADE PREP (INCLUDES ASPHALT REMOVAL)	3,500	S.Y.		\$3.72																
A-4	GEOGRID, SUBGRADE REINFORCEMENT	3,500	S.Y.		\$7.18																
A-5	CRUSHED AGGREGATE BASE (GRADATION #3)	300	C.Y.		\$24.38																
A-6	CRUSHED AGGREGATE BASE, SHOULDER, MATCH	130	TON		\$31.25																
A-7	HMA (BINDER 1-3/4"), 4 LT 58-28 S	3,200	S.Y.		\$8.63																
A-8	HMA (SURFACE 1-3/4"), 4 LT 58-28 S	3,200	S.Y.		\$7.20																
A-9	HMA (DRIVEWAY 2"), 4 LT 58-28 S	25	S.Y.		\$39.05																
A-10	SILT FENCE	1,900	L.F.		\$2.70																
A-11	ROCK BAGS	18	E.A.		\$14.00																
A-12	RESTORATION - SEED, MULCH, TOPSOIL, FERTILIZER	1	L.S.		\$950.00																
A-13	TRAFFIC CONTROL	1	L.S.		\$2,675.00																
A-14	ALLOWANCE - ESTIMATE	1	L.S.		\$1,500.00																
SCHEDULE B - STATE PARK ROAD																					
B-1	MOBILIZATION	1	L.S.		\$2,600.00																
B-2	SAWCUT	230	L.F.		\$2.63																
B-3	REMOVE DRIVEWAYS	140	S.Y.		\$9.96																
B-4	REMOVE CONCRETE CURB AND GUTTER	55	L.F.		\$14.25																
B-5	PULVERIZE & RELAY ASPHALT (EST. 5,200 SY)	1	L.S.		\$5,384.55																
B-6	COMMON EXCAVATION - ROADWAY PATCHING	525	C.Y.		\$25.23																
B-7	ORDERED GEOTEXTILE, SUBGRADE REINFORCEMENT, AS ORDERED	1,500	S.Y.		\$2.50																
B-8	CRUSHED AGGREGATE BASE COURSE (GRADATION #3 FOR TOP DRESSING)	300	C.Y.		\$24.38																
B-9	CRUSHED AGGREGATE BASE (GRADATION #2 FOR ROADWAY PATCHING)	525	C.Y.		\$24.68																
B-10	CRUSHED AGGREGATE BASE, SHOULDER, MATCH EXISTING WIDTH	280	TON		\$29.12																
B-11	HMA (BINDER 1-3/4"), 4 LT 58-28 S	5,200	S.Y.		\$8.38																
B-12	HMA (SURFACE 1-3/4"), 4 LT 58-28 S	5,200	S.Y.		\$7.08																
B-13	HMA (DRIVEWAY 2"), 4 LT 58-28 S	100	S.Y.		\$23.93																
B-14	CONCRETE DRIVEWAY, 6"	350	S.F.		\$16.48																

Unit Price Progress Estimate

Contractor's Application

Project: 2019 Paving Project - Phase II		Application Number: Three (3) FINAL									
Application Period:		Application Date: December 14, 2020									
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		D	E		H	I	J
				Quantity	Amount		Quantity	Amount			
SCHEDULE A - KESLER ROAD											
B-15	30" BARRIER CONCRETE CURB AND GUTTER	60	L.F.	\$79.55	54.00	\$4,295.70			54	\$4,295.70	90.0%
B-16	YELLOW DOUBLE SOLID CENTERLINE PAVEMENT MARKING, 4" EPOXY	2,050	L.F.	\$2.75	2020.00	\$5,555.00			2020	\$5,555.00	98.5%
B-17	ADJUST SANITARY MANHOLE 420	1	E.A.	\$930.00	1.00	\$930.00			1	\$930.00	100.0%
B-18	RESTORATION - SEED, MULCH, TOPSOIL, FERTILIZER	1	L.S.	\$875.00	1.00	\$875.00			1	\$875.00	100.0%
B-19	RESTORATION - SOD, TOPSOIL, FERTILIZER	10	S.Y.	\$45.00							
B-20	TRAFFIC CONTROL	1	L.S.	\$4,225.00	1.00	\$4,225.00			1	\$4,225.00	100.0%
B-21	ALLOWANCE	1	L.S.	\$1,500.00		\$760.00				\$760.00	50.7%
	CHANGE ORDER NO. 1										
	TIME OF COMPLETION										
	CHANGE ORDER NO. 2										
	TIME OF COMPLETION										
	QUANTITY ADJUSTMENT - STATE PARK RD										
	CHANGE ORDER NO. 3										
	CLOSE CONTRACT DUE TO CONDITIONS										
	TIME OF COMPLETION										
	QUANTITY ADJUSTMENT - KESLER RD										
TOTAL							\$115,919.89	\$38,224.43		\$154,144.32	



**KAUKAUNA BRANCH
KAUKAUNA, WI 54130
(920) 735-1200**

Federal ID 37-0962090

**Professional Service Industries, Inc.
www.psiusa.com**

**ATTN: Mr. Randy Friday
VILLAGE OF SHERWOOD
ATTN: RANDY FRIDAY
W482 CLIFTON ROAD
SHERWOOD WI 54169
USA**

**VILLAGE OF SHERWOOD
ATTN: RANDY FRIDAY
W482 CLIFTON ROAD
SHERWOOD WI 54169**

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
1108158		00941008	11/25/20	00736340	0001

Project: PAVEMENT CONST. #0980-031; CONTRACT C-19

Date	Project	Description	Quantity	Unit Cost	Amount
11/25/20	00941008	ENGINEERING TECH (HR) Summary of Transaction	3.00	40.00	120.00
11/25/20	00941008	PROJECT MANAGER (HR) Summary of Transaction	0.50	75.00	37.50
11/25/20	00941008	ADMIN/CLERICAL (HR) Summary of Transaction	0.50	25.00	12.50
11/25/20	00941008	TRIP CHARGE (EA) Summary of Transaction	1.00	30.00	30.00
Invoice Total:					\$200.00
Balance Due:					\$200.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
1108158	00736340	00941008	

**Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418**

**SECTION 00 63 63
CHANGE ORDER**

Change Order No. 3

Date of Issuance: November 30, 2020	Effective Date: December 14, 2020
Owner: Village of Sherwood	Owner's Contract No.: C-19
Contractor: MCC, Inc.	Contractor's Project No.:
Engineer: Cedar Corporation	Engineer's Project No.: 0980-037
Project: 2019 Paving Project – Phase II	Contract Name: Contract C-19

The Contract is modified as follows upon execution of this Change Order:

Description: See attached.

Attachments: See attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 273,998.20	Original Contract Times: Substantial Completion: <u>To be Determined</u> Ready for Final Payment: <u>To be Determined</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : (\$ 47,211.56)	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>To be Determined</u> Ready for Final Payment: <u>To be Determined</u> days
Contract Price prior to this Change Order: \$ 226,786.64	Contract Times prior to this Change Order: Substantial Completion: <u>To be Determined</u> Ready for Final Payment: <u>To be Determined</u> days or dates
[Increase] [Decrease] of this Change Order: (\$72,642.32)	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>To be Determined</u> Ready for Final Payment: <u>To be Determined</u> days or dates
Contract Price incorporating this Change Order: \$ 154,144.32	Contract Times with all approved Change Orders: Substantial Completion: <u>To be Determined</u> Ready for Final Payment: <u>To be Determined</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Administrator</u>	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

**Village of Sherwood
Contract C-19
Change Order No. 3
November 30, 2020**

1. Due to the water levels not being low enough and weather conditions to complete the roadwork during the period, the asphalt paving portion of the Project did not get completed in 2020 as proposed to be per Change Order No. 1. Both of the Villages responsible for the Project have agreed to close the contract and evaluate the future road treatment in 2021 and bid the work in one of the Villages contracts.

2. Contract Times Approved:

Kesler Road	
Substantial Completion	November 24, 2020
Final Completion	November 24, 2020

3. Adjustment of estimated as-bid quantities to actual quantities installed is required for the unit price contract. Completed for Schedule A (Kesler Road) only. See attached summary of adjustments.

(\$72,642.32)

Total Change Order No. 3 - Decrease

(\$72,642.32)



FINAL QUANTITIES - KESLER ROAD ONLY

Client Name: VILLAGE OF SHERWOOD
 Contract No.: C-19
 Project Name: 2019 Paving Project - Phase II
 Project Location: Kesler Road
 Prepared By: Thad Majkowski
 Date: 12/3/2020

Project No.: 0980-037

ITEM #	DESCRIPTION	Units	Estimated #	Final #	Unit Price	Estimated Totals	Final Totals	Difference
Schedule A - Kesler Road								
A-1	MOBILIZATION	L.S.	1	0.67	\$4,650.00	\$ 4,650.00	\$ 3,115.50	\$ (1,534.50)
A-2	SAWCUT	L.F.	50	50.0	\$3.72	\$ 186.00	\$ 186.00	\$ -
A-3	SUBGRADE PREP (INCLUDES ASPHALT REMOVAL)	S.Y.	3500	3475.0	\$7.18	\$ 25,130.00	\$ 24,950.50	\$ (179.50)
A-4	GEOGRID, SUBGRADE REINFORCEMENT	S.Y.	3500	0.0	\$2.11	\$ 7,385.00	\$ -	\$ (7,385.00)
A-5	CRUSHED AGGREGATE BASE (GRADATION #3)	C.Y.	300	111.0	\$24.38	\$ 7,314.00	\$ 2,706.18	\$ (4,607.82)
A-6	CRUSHED AGGREGATE BASE, SHOULDER, MATCH EXISTING WIDTH	TON	130	0.0	\$31.25	\$ 4,062.50	\$ -	\$ (4,062.50)
A-7	HMA (BINDER 1-3/4"), 4 LT 58-28 S	S.Y.	3200	0.0	\$8.63	\$ 27,616.00	\$ -	\$ (27,616.00)
A-8	HMA (SURFACE 1-3/4"), 4 LT 58-28 S	S.Y.	3200	0.0	\$7.20	\$ 23,040.00	\$ -	\$ (23,040.00)
A-9	HMA (DRIVEWAY 2"), 4 LT 58-28 S	S.Y.	25	0.0	\$39.05	\$ 976.25	\$ -	\$ (976.25)
A-10	SILT FENCE	L.F.	1900	1860.0	\$2.70	\$ 5,130.00	\$ 5,022.00	\$ (108.00)
A-11	ROCK BAGS	EA.	18	18.0	\$14.00	\$ 252.00	\$ 252.00	\$ -
A-12	RESTORATION - SEED, MULCH, TOPSOIL, FERTILIZER	L.S.	1	0.0	\$950.00	\$ 950.00	\$ -	\$ (950.00)
A-13	TRAFFIC CONTROL	L.S.	1	0.67	\$2,675.00	\$ 2,675.00	\$ 1,792.25	\$ (882.75)
A-14	ALLOWANCE	L.S.	1	0.0	\$1,500.00	\$ 1,500.00	\$ 200.00	\$ (1,300.00)
Subtotal Schedule A - Kesler Road								
						\$ (72,642.32)	\$ (72,642.32)	

**SECTION 00 65 16
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Village of Sherwood	Owner's Contract No.:	C-19
Contractor:	MCC, Inc.	Contractor's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	0980-037
Project:	2019 Paving Project - Phase II	Contract Name:	C-19

This final Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Kesler Road – November 24, 2020

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows: 2-Year Warranty

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: <u>Administrator</u>	Title: _____	
Date: _____	Date: _____	Date: _____	

VILLAGE BOARD MEETING

VILLAGE OF HARRISON

Date: December 8th, 2020

Title:

Discuss/Approve modifications to Schmidt Rd. bridge project.

Issue:

Should the Village reduce the scope of the Schmidt Rd. bridge project from replacing the bridge/culvert and improving the road to only replacing the bridge/culvert?

Background and Additional Information:

In the 2018 budget, the Village Board approved taking out a loan to replace the bridge/culvert and improving the roadway on Schmidt Rd. The village engineer began the design of the culvert/bridge structure and wetland delineation to submit to the DNR for review.

In 2019, the Village Board approved PSI to do the soil borings for the site to determine the stability of the soils. Also, the wetland determination was received from the WDNR and Army Corps. of Engineers. The village engineer began the floodplain study.

In 2020, it was determined that due to the poor soil conditions, the least expensive culvert design would not work due to the footings and footing walls that would need to be larger than expected, so two alternatives were proposed. Also, the floodplain study is currently under review with the WDNR as well as the permitting for the culvert.

It should be noted that the speed limit on Schmidt Rd. based on Town and Village records is 55-mph which is why the roadway upgrades were designed for a 55-mph speed limit. If the Village Board wishes to reduce the speed limit, then according to Wis. Stats. 349.11 (1)(a) the village would need to determine the new speed limit based upon an engineering and traffic investigation.

Ordinance, Resolution, or Policy:

None.

Budget/Financial Impact:

Reduction in cost of project if the Village approves only replacing the bridge/culvert.

Approximate savings: \$400,000 to \$450,000.

Attachments:

Copy of Wis. Stats. 349.11

Copy of Table 1 from Wisconsin Statewide Speed Management Guidelines June 2009

Clerk's record of speed limits on Harrison roads.

349.11

349.11 Authority to modify speed restrictions.**(1)**

- (a) Whenever the department with respect to the state trunk highway system and the local authorities with respect to highways under their jurisdiction determine upon the basis of an engineering and traffic investigation that any statutory speed limit is greater or less than is reasonable or safe under the conditions found to exist upon any part of a highway or that the actual speed of vehicles upon any part of a highway is greater or less than is reasonable and prudent, the department with respect to the state trunk highway system and the local authorities with respect to highways under their jurisdiction may, subject to the limitations set forth in subs. (2) and (3), determine and declare a reasonable and safe speed limit on the highway or part thereof in question. When appropriate signs giving notice of such speed limit have been erected and are in place, such speed limit shall be effective at all times or at such times as indicated by the signs.
- (b) Whenever the department with respect to the state trunk highway system determines, upon the basis of an engineering and traffic investigation, that any statutory minimum speed limit is greater or less than is reasonable or safe under the conditions found to exist upon any part of a highway or that the actual minimum speed of vehicles upon any part of a highway is greater or less than is reasonable and prudent, the department with respect to the state trunk highway system may, subject to applicable limitations in subs. (2) and (3), determine and declare a reasonable and safe minimum speed limit on the highway or part thereof in question. When appropriate signs giving notice of such minimum speed limit have been erected and are in place such minimum speed limit shall be effective at all times or at such times as indicated by the signs.

(2) The department may not do any of the following:

- (a) Declare a speed limit which is in excess of the limits stated in s. 346.57 (4) (h), except as provided in s. 346.57 (4) (gm).
- (b) Modify the limits stated in s. 346.57 (4) (c) or 346.58.
- (c) Modify the statutory speed limit on more than 2,000 miles of state trunk highways. The first mile outside of and immediately adjacent to any incorporated municipality shall not be counted in computing such 2,000 miles. This paragraph does not apply to freeways or to expressways, as defined in s. 346.57 (1) (ag) and (am).

(3) Local authorities may not:

- (a) Declare a speed limit which is in excess of the limits stated in s. 346.57 (4) (h); or
- (b) Modify the limits stated in s. 346.57 (4) (c) or 346.58; or
- (c) Modify any existing speed limit without the consent of the department except to reduce the speed limit as provided under sub. (10), or to increase the speed limit stated in s. 346.57 (4) (e), (f) or (g), or to reduce by 10 miles per hour or less the speed limit stated in s. 346.57 (4) (a), (b) or (d) to (j), or to reduce by 15 miles per hour or less the speed limit stated in s. 346.57 (4) (k). Whenever department approval is required, no signs giving notice of a modification of the speed limit may be erected until such approval has been received.

- (4)** The department upon request from any county highway committee or local authority shall, or upon its own initiative may, conduct an investigation of any bridge, causeway, viaduct or structure on any highway. If it finds that any such structure cannot with safety to itself withstand vehicles traveling at the speeds otherwise permitted by law or if it finds that such structure is substandard as to width and that it is necessary from the standpoint of traffic safety to reduce the speed of vehicles using such structure, the department shall determine and declare the maximum vehicular speed which such structure can withstand or which can be maintained in safety on such structure. When appropriate signs giving notice of such maximum speed have been erected at a suitable distance before each end of the structure, such posted speed limit is the effective speed limit on such structure at all times when the signs are in place. The findings and determination of the department are conclusive evidence of the maximum speed which can be maintained with safety to or on any such structure.
- (5)** Except as provided in sub. (10), the department and local authorities shall place and maintain upon all highways, where the speed limit is modified by them pursuant to this section, standard signs giving notice of such speed. All speed limit signs so erected shall conform to the rules of the department.
- (6)** No liability shall attach to the department or to any local authority by reason of the posting of a speed limit pursuant to this section nor shall such posting guarantee that the posted speed is reasonable and safe under all conditions.
- (7)** The department with respect to the state trunk highway system and local authorities with respect to highways under their jurisdiction may increase the speed limits stated in s. 346.57 (4) (a) and (b), but any speed limit so established shall not be greater than the speed limit established on the adjoining sections of the same street or highway.

- (8)** Notwithstanding the authority otherwise granted to modify speed restrictions in this section, except as provided in sub. (9) and s. 346.57 (4) (gm), the department may not establish or continue:
- (a) A maximum speed limit on any highway within its jurisdiction in excess of 55 miles per hour;
 - (c) Maximum speed limits which are not uniformly applicable to all types of motor vehicles using a highway, except that a lower speed limit may be established for any vehicle operating under a special permit because of any weight or dimension of such vehicle.
- (8m)** Notwithstanding the authority otherwise granted to modify speed restrictions in this section, local authorities may not establish or continue:
- (a) A maximum speed limit on any highway within their respective jurisdictions in excess of 55 miles per hour;
 - (c) Maximum speed limits which are not uniformly applicable to all types of motor vehicles using a highway, except that a lower speed limit may be established for any vehicle operating under a special permit because of any weight or dimension of such vehicle.
- (9)** The department, with respect to any highway, may alter speed restrictions during an energy emergency to comply with federal law or if the department finds that extraordinary circumstances in this state require such alteration. All decisions made by the department under this subsection will be subject to review by the joint committee for review of administrative rules in accordance with s. 227.26.
- (10)** Notwithstanding any speed limits imposed under this section or under s. 346.57, if a highway is being constructed, reconstructed, maintained or repaired, local authorities with respect to highways under their jurisdiction, any county highway committee performing maintenance on the state trunk highway system under s. 84.07 and any local authority with respect to highways not under its jurisdiction that are being constructed, reconstructed, maintained or repaired by the local authority may, for the safety of the highway construction and maintenance workers, pedestrians and highway users, post a temporary speed limit less than the speed limit imposed under this section or under s. 346.57. The temporary limits may be posted for the duration of the construction, reconstruction, maintenance or repair period. Temporary speed limits imposed under this subsection may be posted with signs on portable supports. When portable supports are used under this subsection, the bottom of the sign shall be not less than one foot above the surface of the pavement or shoulder.

History: 1971 c. 38; 1973 c. 157; 1975 c. 25; 1977 c. 29 s. 1654 (8) (a); 1977 c. 30 s. 5; 1977 c. 67, 203, 418; 1979 c. 213; 1983 a. 54; 1985 a. 182 s. 57; 1987 a. 17, 219; 1989 a. 31; 1993 a. 376; 1995 a. 318; 1999 a. 85.

Menu

Table 1
Speed Limits and Authority to Change

Fixed Limits – Statute 346.57(4) ^(a)	Local Government Authority ^(b) – Statute 349.11(3) and (7) ^(a)
65 mph – Freeway / Expressway	WisDOT only.
55 mph – State Trunk Highways (STHs)	WisDOT only.
55 mph – County Trunk Highways (CTHs), town roads	Lower the speed limit by 10 MPH or less.
45 mph – Rustic roads	Lower the speed limit by 15 MPH or less.
35 mph – Town road (1,000’ min) with 150’ driveway spacing	Lower the speed limit by 10 MPH or less.
25 mph – Inside corporate limits of a city or village (other than outlying district)	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
35 mph – Outlying district ^(c) within city or village limits	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
35 mph – Semi-urban district ^(d) outside corporate limits of a city or village	Raise the speed limit to 55 mph or less. Lower the speed limit by 10 mph or less.
15 mph – School zone, when conditions are met	Raise the speed limit to that of the roadway. Lower the speed limit by 10 MPH or less.
15 mph – School crossing, when conditions are met	Raise the speed limit to that of the adjacent street. Lower the speed limit by 10 MPH or less.
15 mph – Pedestrian safety zone with public transit vehicle stopped	No changes permitted.
15 mph – Alley	Lower by 10 MPH or less.
15 mph – Street or town road adjacent to a public park	Lower by 10 MPH or less.
Construction or maintenance zones, as appropriate ^(e)	State and local agencies have authority to establish.

Notes:

- (a) Source: Updated 2007-2008 Wisconsin Statutes Database
- (b) All speed limit changes **shall** be based on a traffic engineering study, including modifications allowed under State Statute. Local governments can implement speed limit changes on the local road system without WisDOT approval when proposals are within the constraints identified above.
- (c) Per Statute 346.57(1)(ar) “outlying district” is an area contiguous to any highway within the corporate limits of a city or village where on each side of the highway within any 1,000 feet buildings are spaced on average more than 200 feet apart.
- (d) Per Statute 346.57(1)(b) “semiurban district” is an area contiguous to any highway where on either or both sides of the highway within any 1,000 feet buildings are spaced on average less than 200 feet apart.
- (e) Guidance on establishing speed limits in work zones is available in https://trust.dot.state.wi.us/extntgtwy/dtid_bho/extranet/manuals/tgm/13/13-05-06.pdf.

Modified from original found in WisDOT Traffic Guidelines Manual, Chapter 13-5-1, Figure 1, June 2009.

**ORDINANCE #8
AMENDED**

**ESTABLISHING SPEED LIMITS AND ZONES ON CERTAIN TOWN ROADS WITHIN
THE TOWN OF HARRISON, CALUMET COUNTY, WISCONSIN**

BE IT ORDAINED by the Town Board of Harrison, Calumet County, Wisconsin, as follows:

Section 1. **LIMITS ESTABLISHED.** A traffic and engineering investigation having been made on the following described highways, on the maximum permissible speed at which vehicles may be operated on said highways, which speed is herewith established as reasonable and safe pursuant to Section 349.11, Wisconsin Statutes, shall be set forth herein, subject to approval by the State Highway Commission, and upon erection of standard signs giving notice thereof:

- (a) Forty miles per hour for all vehicles on the following specified roads:
 - 1. Manitowoc Road - from 0.04 of a mile northeast of U.S. Highway 10 easterly for 0.60 of a mile.

- (b) Forty-five miles per hour for all vehicles on the following specified roads:
 - 1. Pigeon Road - from State Highway 114 to the Sherwood Village Limits.
 - 2. Stommel Road - from State Highway 55 and 114 to the Sherwood Village Limits.
 - 3. Old Highway Road - in its entirety.
 - 4. State Park Road - In its entirety.
 - 5. Manitowoc Road - West of County Trk. LP to Kernan Ave.
 - 6. Northshore Rd. - in its entirety.
 - 7. High Cliff Rd. - in its entirety.

- (c) Twenty-five miles per hour for all vehicles on the following specified roads:
 - 1. Harrison Road - from Faro Springs Road going north for a distance of 1.03 miles.
 - 2. Fire Lane #8 - which is a distance of 0.37 miles.
 - 3. Fire Lane #2 - that part south of the railroad tracks, which is a distance of 0.40 miles.
 - 4. Harrison Road - from the bottom of the hill south to Faro Springs Drive.
 - 5. Fire Lane #12 - from Fire Lane #13 west to Fire Lane #12 west.
 - 6. Fire Lane #12 -west.

- (d) Twenty-five miles per hour for all vehicles on the following specified roads, in their entirety.
 - 1. Macky Drive
 - 2. Anna Court
 - 3. Mark Court
 - 4. Gina Drive
 - 5. Michelle Court
 - 6. Van's Road
 - 7. Rustic Lane
 - 8. Hickory Drive
 - 9. Sumac Lane
 - 10. Handle Drive
 - 11. Mary Drive
 - 12. Otte Court
 - 13. Darboy Drive
 - 14. Crystal Drive
 - 15. Crystal Court
 - 16. Diamond Court
 - 17. Hearthstone Drive
 - 18. Darboy Court
 - 19. Sapphire Court
 - 20. Silver Court

21. Noe Road
22. Shepherd Lane
23. Cliff Drive
24. Tom Court
25. Pattie Court
26. Garnet Drive
27. Emerald Lane
28. Golden Way
29. Pearl Drive
30. Coral Court
31. Cameo Court
32. Harmon Road
33. Shea Road
34. Verna Road
35. Johann Road
36. Lydia Drive
37. Jordan Street
38. Elderberry Lane
39. Berryfield Lane
40. Fire Lanes 1, 2, 8, 9, 12, 13
41. Lakeview Court
42. Augusta Place
43. Royaltroon Drive
44. Royce Court
45. Firestone Way
46. Murifield Way
47. Ertl Road

Section 2. PENALTY. Any person violating any provision of Section 1 of this Ordinance by be fined not less than \$30.00 nor more than \$300.00.

Section 3. REPEALER. Any Ordinance not wholly in conformity with this Ordinance and contradictory thereto is hereby expressly repealed. This Ordinance shall be in effect from and after its passage and proper publication as required by law. This Ordinance shall amend ordinance #8, 20, 22, 29 and 35.

This Ordinance was passed by the unanimous vote of the Town Board of Supervisors at the meeting of said Town Board of the Town of Harrison, Calumet County, Wisconsin, held at the Town Hall on the ___ day of _____, 1995.

Allison Blackmer
Chairperson

Jean Klutz
Supervisor

Larry Sprangers
Supervisor

Attest

Peggy Mueller
Clerk

Twenty-five MPH on the following roads:

All residential subdivision roads

Harrison Road from the bottom of the hill south to Faro Springs Road

Firelane 12 from Firelane 13 west to Firelane 12 West

Firelane 12 West

Firelane 13 from end of Firelane 12 to Firelane 12 West

Stommel Road from Hwy 114 south to the Village of Sherwood border

Thirty-five MPH on the following road:

Midway Road

Forty-five MPH on the following roads:

Old Highway Road

State Park Road

Pigeon Road south of State Hwy 114

Manitowoc Road from State Hwy 55 west to County Trunk Hwy LP (approx 4 miles in length)

North Shore Road from Old Hwy Road to North Shore Lane

Woodland Road

RESOLUTION NO. V2020-20
VILLAGE OF HARRISON
Calumet and Outagamie County, Wisconsin

RESOLUTION TO PAY OFF LOANS NO. 252603101 WITH INVESTORS COMMUNITY BANK

WHEREAS, the Village Board has a surplus in its undesignated funds; and

WHEREAS, the Village Board wishes to use a portion of the undesignated funds to pay off certain loans with Investors Community Bank; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village of Harrison to pay off these loans early;

THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Harrison in the counties of Calumet And Outagamie, Wisconsin does hereby authorized the Village Manager and the Village Clerk to pay off loan number 252603101 with Investors Community Bank on December 9th, 2020.

The question being upon the adoption of the foregoing preamble and resolution, a vote was taken by ayes and noes, which resulted as follows:

1.	Trustee	_____	voted	_____
2.	Trustee	_____	voted	_____
3.	Trustee	_____	voted	_____
4.	Trustee	_____	voted	_____
5.	Trustee	_____	voted	_____
6.	Trustee	_____	voted	_____
7.	Trustee	_____	voted	_____

A majority of the members of the village board of the Village of Harrison, in counties of Calumet and Outagamie, State of Wisconsin, having voted in favor of the preamble and resolution, they were declared adopted.

PROMISSORY NOTENo. 252603101

Village of Harrison

\$1,500,000.00

Dated: March 2, 2018

1. **Promise to Pay and Payment Schedule.** For value received, the Village of Harrison, Calumet (& Outagamie) County, Wisconsin ("Village"), promises to pay to Investors Community Bank, or registered assigns, ("Lender") the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), or such lesser sum as has been drawn by the Village as provided herein, together with interest at the rate of 2.65% per annum, in accordance with the following schedule of principal and interest payments:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
March 1, 2019	\$ 500,000.00	\$ 40,191.67	\$ 540,191.67 Pd.
March 1, 2020	\$ 500,000.00	\$ 26,941.67	\$ 526,941.67 Pd.
March 1, 2021	\$ 500,000.00	\$ 13,434.03	\$ 513,434.03

The above interest amounts may be adjusted downward in the event the loan is not fully funded on March 2, 2018, and the above principal amounts may be adjusted downward, in inverse order of maturity, in the event the full amount of principal is not drawn on the loan.

Principal and interest on this note shall be payable only to the Lender in lawful money of the United States of America at the office of the Lender. The final installment of principal on this note shall be payable only upon presentation and surrender of this note to the Village Clerk.

2. **Draws.** The Village shall be entitled to draw, after the date hereof, from the Lender such amounts as it needs for the purpose for which this Promissory Note was authorized by the Village Board, up to the full stated amount hereof, by written request signed by both the Village President and the Village Clerk. All draws shall be deposited into an account designated by, and in the name of the Village. Notwithstanding the preceding sentence, no draws shall be permitted if such draw shall make the principal balance outstanding on the note in excess of the remaining principal payments due as provided in the schedule of principal payments contained in paragraph 1.

3. **Prepayment.** Full or partial prepayment of this note is permitted at any time without penalty. All prepayments shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

4. **Other Charges.** If any payment (other than the final payment) is not made on or before the tenth day after its due date, Lender may collect a delinquency charge of 5% of the unpaid amount. Unpaid principal and interest bear interest after maturity date until paid at the rate which would otherwise be applicable plus 2%.

5. **Security.** For the prompt payment of this note with interest and the levying and collection of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

6. **Transferability.** This note is transferable only upon the records of the Village kept for that purpose at the office of the Village Clerk, by the Lender in person or its legal representative duly authorized in writing, upon presentation of a written instrument of transfer satisfactory to the Village Clerk and upon such transfer being similarly noted hereon. The Village may deem and treat the person 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 interest hereof and for all other purposes.

7. **Wisconsin Statutes; Authorization.** This note issued under the terms of and for purposes specified in Section 67.12(12), Wisconsin Statutes; and is authorized by a resolution of the Village Board duly adopted by the Board at its regular open meeting duly convened on April 26, 2016 which resolution is recorded in the official book of its minutes pertaining to said date. This Promissory Note is a general obligation of the Village of Harrison.

8. **Internal Revenue Code.** This note has been designated by the Village, upon its original issuance, as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended.

9. **Certifications and Recitations of Village.** It is hereby certified and recited that all conditions, things and acts required by law to exist, to be 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, does not exceed any limitation imposed by law, and that the Village has levied a direct annual irrepealable tax sufficient to pay this note together with interest thereon when and as payable.

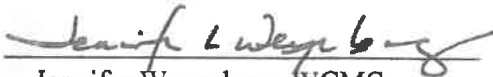
10. **Venue.** Lender and the Village consent to venue for any legal proceedings relating to collection of this note to be in Outagamie County, Wisconsin.


11. Obligations and Agreements of Village. Village agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees, including those incurred in successful defense or settlement of any counterclaim brought by Village or incident to any action or proceeding involving the Village pursuant to the United States Bankruptcy Court.

12. No Waiver; Rights and Remedies of Lender. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this note shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this note preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Village, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this note or agree not to sue any party liable on it. Without affecting the liability of Village, Lender may from time to time, without notice, renew or extend the time for payment subject to the time limits prescribed in Section 67.12(12), Wisconsin Statutes.

13. Interpretation. This note is intended by Village and Lender as a final expression of this note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this note. This note may be supplemented or modified except in writing. This note benefits Lender, its successors and assigns, and binds Village and its successors and assigns. The validity, construction and enforcement of this note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this note shall not affect the validity or enforceability of any other provisions of this note.

VILLAGE OF HARRISON

By: 
Jennifer Weyenberg, WCMC
Village Clerk

By: 
Jim Salm, Village President

RESOLUTION NO. V2020-12
VILLAGE OF HARRISON
Calumet and Outagamie County, Wisconsin

**RESOLUTION TO PAY OFF LOANS WITH INVESTORS COMMUNITY BANK DATED
APRIL 27TH, 2016 AND MARCH 2ND, 2018**

WHEREAS, the Village Board has a surplus in its undesignated funds; and

WHEREAS, the Village Board wishes to use a portion of the undesignated funds to pay off certain loans with Investors Community Bank; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village of Harrison to pay off these loans early;

THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Harrison in the counties of Calumet And Outagamie, Wisconsin does hereby authorized the Village Manager and the Village Clerk to pay off two loans with Investors Community Bank dated April 27th, 2016 and March 2nd, 2018 in the total amount of \$642,526.63 on October 1st, 2020.

The question being upon the adoption of the foregoing preamble and resolution, a vote was taken by ayes and noes, which resulted as follows:

1.	Trustee	<u>Kevin M. Higgins</u>	voted	<u>AYE</u>
2.	Trustee	<u>Mark Van Dyke</u>	voted	<u>AYE</u>
3.	Trustee	<u>Darlene Cartland</u>	voted	<u>AYE</u>
4.	Trustee	<u>John M. Moore</u>	voted	<u>AYE</u>
5.	Trustee	<u>Joe Hill</u>	voted	<u>AYE</u>
6.	Trustee	<u>Dave Hanks</u>	voted	<u>AYE</u>
7.	Trustee	<u>Don K. Stitt</u>	voted	<u>AYE</u>

A majority of the members of the village board of the Village of Harrison, in counties of Calumet and Outagamie, State of Wisconsin, having voted in favor of the preamble and resolution, they were declared adopted.

**VILLAGE OF HARRISON
BOARD MEETING MINUTES
09/29/2020**

A regular meeting of the Village of Harrison Board was called to order at 7:30pm in the Harrison Municipal Building, W5298 State Road 114 on September 29, 2020. After the Pledge of Allegiance was recited, roll call was taken.

Board Present: President Kevin Hietpas, Trustees Lou Miller, Mark Van Hefty, Darlene Bartlein, Scott Handschke, Pete Stier, Tyler Moore

Board Excused: None

Staff Present: Village Manager Travis Parish, Clerk-Treasurer Jennifer Weyenberg, Planner Mark Mommaerts, Director of Public Works Laura Jungwirth, Fire Chief Jarred Gerl

Reports

Fire Chief Jared Gerl reported on the activity of Harrison Fire Rescue for the past month. Joe Tenor of the Calumet County Sheriff Dept discussed the recent shooting at Sapphires. There have been a number of calls to Sapphires this year so Lt. Voland will meet with them to discuss the issues. Planning and Zoning, Public Works, Statement of Income and Expenses, and Harrison Utilities have reports on file.

Correspondence or Communications from Board and Staff

Request to keep pig in residential area on Spring Valley Road

Update: The pig has been re-homed and the matter has been resolved.

Augusta Place Update

Update: Four storm sewer laterals were launched with a push camera from the homes out the main ditch by Speedy Clean, Inc. There were calcification deposits noted in sump pump laterals and in the mini-storm sewer system due to naturally occurring minerals in the shallow bedrock and groundwater. Public Works Director L. Jungwirth recommends the following:

Complete repairs on offsets and perform spot repairs on Augusta Place ditch flow line.

Contractor cost would be \$500 for each offset repair and approximately \$1,500 for grading and restoration in isolated areas of the ditch flow line. Total estimated cost is \$2,500.

This matter was referred back to Public Works.

Public Comments

Julie Van Sambeek: Discussed the growing popularity of pickleball.

Carey Reed: He is running for office as the new Calumet County Circuit Court Judge.

Scott DeWitt: Discussed the asphalt in Kimberly Heights subdivision and the board's previous vote to require full-depth of 4".

Michael Malcheski & Fran Renn Malcheski: Asked for the board's support on the agenda items for Lexington Homes.

Matt Barnes: Spoke in opposition of the agenda items for Lexington Homes.

Jeff Marlow: Spoke in favor of the agenda items for Lexington Homes.

Appointments

Administrative Committee- Julie Lopas

This item was held over.

Unfinished Business from Previous Meeting for Consideration or Action

Harrison Fire Rescue By-Laws

Discussion: Chief Jarred Gerl presented the updated by-laws.

Motion: Trustee Moore with second by Trustee Stier to accept.

Vote: Motion carried 7-0.

Short Term Rental Ordinance

Discussion: Village Manager presented the proposed ordinance regulating short term rentals. It was requested to add the following to the standards: (12) Proof of Insurance required.

Motion: Trustee Moore with second by Trustee Handschke to approve.

Vote: Motion carried 7-0.

Purchase of ipads/tablets for Village Board

Motion: Trustee Stier with second by Trustee Bartlein to direct the Village Manager to work with Calumet County to purchase iPads.

Vote: Motion carried 7-0.

New Business for Consideration or Action

Ordinance V2020-10 Comprehensive Plan Amendment- Lexington Homes (Mirrago)- Midway Road

Ordinance V2020-11 Zoning Map Amendment- Lexington Homes (Mirrago)- Midway Road

Conditional Use Permit- Lexington Homes (Mirrago)- Midway Road

Certified Survey Map- Lexington Homes (Mirrago)- Midway Road

Discussion: The applicant is proposing a mix of single-family and multi-family residential development on property located along Midway Road, Tax IDs 43286 and 43288. The development consists of six 10-unit buildings and six 14-unit buildings with reserved parkland. Staff received correspondence in regard to opposition to the land use change and rezoning. The Plan Commission voted to postpone the items until next month.

Motion: Trustee Moore with second by Trustee Stier to approve Ordinances V2020-10 and V2020-11, Conditional Use Permit, and Certified Survey Map for Lexington Homes (items a,b,c,d on the agenda)

Vote: Motion carried 6-1 with Trustee Bartlein abstaining.

Resolution V2020-11 Final Resolution Authorizing Public Improvement and Levying Special Assessments against Benefitted Property in the Village of Harrison- Willow Lane, Dogwood Lane, Harrisville Court, Harrisville Lane

Motion: Trustee Moore with second by Trustee Stier to approve Res. V2020-11.

Vote: Motion carried 7-0.

Resolution V2020-12 Resolution to Pay Off Loans with Investors Community Bank Dated April 27, 2016 and March 2, 2018

Motion: Trustee Handschke with second by Trustee Miller to approve.

Vote: Motion carried 7-0.

Southtowne Place Subdivision Road Acceptance

Discussion: Al Lamers is requesting road acceptance of Southtowne Place to begin development of individual residential lots. Public Works Director L. Jungwirth recommends conditional acceptance pending completion of the following:

- Site walk-through and completion of punch list items for both the Village of Harrison and Harrison Utilities.
- As-Built drawings for utilities, road right of way, drainage easements and storm water treatment ponds.
- Storm and sanitary sewer televising review and approval.
- Notification of completion for installation of private utilities (We Energies, Spectrum, AT&T, etc.).
- Contractor schedule for asphalt binder installation.
- Silt fence installation along the right of way.
- Final restoration of right of way, drainage easement and pond areas.

Motion: Trustee Handschke with second by Trustee Stier to conditionally accept the roads pending completion of the above-mentioned items.

Vote: Motion carried 7-0.

Harrison Utilities Sewer Connection Fees

Discussion: Proposed Fees are single-family per unit (\$3,800.00); multi-family 1st unit (\$3,800.00); and each additional unit (\$500.00).

Motion: Trustee Handschke with second by Trustee Miller to approve Resolution V2020-13 Establishing a Harrison Utilities Sewer Connection Fee

Vote: Motion carried 7-0.

Storm Pipe Installation Within Right of Way

Discussion: There have been multiple requests by property owners to install storm sewer pipe in the bottom of the roadside ditches abutting their property to alleviate standing water after rain events. The current ordinance requires approval of the Town of Harrison Board of Supervisors. Public Works Director L. Jungwirth is asking to revise the ordinance to provide staff the authority to review and approve pipe installations within the right-of-way.

Motion: Trustee Moore with second by Trustee Bartlein to amend our Ordinance 20.12.020 [paragraph F] to read, "review and approval by the Department of Public Works."

Vote: Motion carried 7-0.

Note: Due to the approval of the above agenda item, there was no board action on items 9 (j) and 9 (k). Staff will handle the requests to place pipe within the right of way.

Ryford Street Road Extension and Creek Crossing

Discussion: McMahon has completed a floodplain analysis and assembled costs for construction.

Option 1: Install a 43"x68" elliptical (54" equivalent) reinforced concrete pipe sized to convey the 25-year storm event. Entire road would meet standard specifications (66-foot right of way, 35-foot road width with concrete mountable curb and asphalt road surface, and two 5-foot wide sidewalks).

Option 2: Install a 47"x71" elliptical (60" Equivalent) corrugated metal pipe sized to convey the 25-year storm event. Road would meet standard specifications.

Option 3: Install a 4'x8' precast concrete box culvert sized to convey the 100-year storm event. Road would meet standard specifications.

Option 4: Install a 4'x8' precast concrete box culvert sized to convey the 100-year storm event. The road width would be narrowed to eliminate parking lanes and the terrace width reduced. This would shorten the total length of pipe required.

Budget Impacts:

Option 1: Approximately \$330,000

Option 2: Approximately \$315,000

Option 3: Approximately \$400,000

Option 4: Approximately \$340,000-\$350,000

Motion: None made. The board favored option 4, and Village Manager T. Parish will include this as part of the capital budget.

Vote: None.

Quotes for 2020 Illicit Discharge Detection and Elimination Field Screening

Discussion: Staff received quotes from Westwood Professional Service, McMahon, and Cedar Corp.

Motion: Trustee Handschke with second by Trustee Miller to hire McMahon for the amount of \$4,400.

Vote: Motion carried 7-0.

Families First Compliance Policy

Discussion: Village Manager T. Parish stated the League of Wisconsin Municipalities has provided guidance for municipalities to approve a policy that follows the Families First Coronavirus Response Act (FFCRA).

Motion: None

Vote: None

Certified Survey Map- Keuer- N7437 Hwy 55

Discussion: The applicant is proposing to adjust a lot line- Tax ID 40926 will add property along High Cliff Road from Tax ID 40924.

Motion: Trustee Handschke with second by Trustee Miller to approve 7-0.

Vote: Motion carried 7-0.

Certified Survey Map- Andre- N9403 Noe Road

Discussion: The applicant is proposing to adjust a lot line to include all improvements on Lot 1 and then Lot 2 will be used as a new home site.

Motion: Trustee Handschke with second by Trustee Miller to approve.

Vote: Motion carried 7-0.

Zero Lot Line Certified Survey Map- Roberts- N9021 & N9023 Spring Valley Road

Discussion: The applicant wishes to split a parcel into 2-lots and create a zero-lot line unit. The Building Inspector has verified the wall construction between the units is per code.

Motion: Trustee Bartlein with second by Trustee Van Hefty to approve with the condition that the private/restrictive covenants shall be recorded at the Calumet County Register of Deeds in

accordance with the zero lot line provisions in the zoning ordinance. A copy of such recorded documents shall be provided to the Village Planner.

Vote: Motion carried 7-0.

Affidavit of Correction- Lot 57 Oakwood Estates

Affidavit of Correction- Lot 58 Oakwood Estates

Discussion: This will remove the wetlands from the Final Plat of Oakwood Estates making the lots more desirable for new home sites.

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

Vote: Motion carried 7-0.

Payments of Bills and Claims

President Hietpas: Check 9854 Superior Vision. Questioned if we could get better rates by having only one policy. Village Manager T. Parish clarified we have one policy; the bill was broken down by department.

President Hietpas: Check 9862 Advanced Disposal Dumpster Fee at Darboy Community Park. Public Works Director L. Jungwirth and Village Manager T. Parish said the public works department uses the dumpsters at the park instead of hauling waste back to the dumpster at the Village Hall.

President Hietpas: Check 9868 Carie Kraus Postage Reimbursement. Village Clerk J. Weyenberg stated the deputy clerk had purchased additional stamps so that they could mail out the absentee ballots.

President Hietpas: Checks 9901 and 9902 Spectrum. Village Manager T. Parish explained the monthly bill covers phone, internet and cable.

Motion: Trustee Handschke and second by Trustee Van Hefty to approve.

Vote: Motion carried 7-0.

Minutes from September 17, 2020

Motion: Trustee Stier with second by Trustee Moore to approve.

Vote: Motion carried 7-0.

Discuss/Approve Dates and Times for Meetings

Discussion: There have been requests to start meetings at 6:00pm instead of 7:00pm and to move Plan Commission to the week before.

Motion: Trustee Stier with second by Trustee Van Hefty to begin at 6:00pm for regular meetings at the earliest convenience.

Vote: Motion carried 7-0.

Planner Mark Mommaerts is asked to discuss moving the Plan Commission dates and times at their next meeting.

Closed Session

The board met in closed session pursuant to Wis. Stats. §19.85(1)(e), 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 agreements:

Rucon Construction

Lexington Homes

The Board also met under 19.85 (c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body had jurisdiction or exercises responsibility.

Roll Call Vote:

Miller- aye;

Van Hefty- aye;

Bartlein- aye;

Hietpas- aye;

Handschke- aye;

Stier- aye;

Moore- aye

Jennifer Weyenberg, Village Clerk-Treasurer

Dated: September 29, 2020

Approved: October 6, 2020

VILLAGE OF HARRISON CHECKING 0300 - 25260300

Search Transactions

Activity: Date range; **Start date:** Oct 01, 2020; **End date:** Oct 01, 2020; **Type:** Debits

Transactions

Pending Posted

Date ▾	Description ▾	Debit ▾	Credit ▾	Balance
● Oct 01, 2020	<u>Check 9895</u>	3,000.00		
● Oct 01, 2020	<u>Check 9860</u>	30.00		
● Oct 01, 2020	ACH Payment Delta Dental WI Premium	1,418.37		
● Oct 01, 2020	<u>Check 9450</u>	256.83		
● Oct 01, 2020	ACH Payment VIL OF HARRISON PAYCHECK	27,031.47		
● Oct 01, 2020	IB Transfer W/D Current Balance Payoff	360,000.00		
● Oct 01, 2020	IB Transfer W/D Interest Due	3,976.63		
● Oct 01, 2020	IB Transfer W/D Interest Due	8,550.00		
● Oct 01, 2020	<u>Check 9872</u>	3,000.00		
● Oct 01, 2020	IB Transfer W/D Current Balance Payoff	270,000.00		
● Oct 01, 2020	<u>Check 9784</u>	24.48		
● Oct 01, 2020	<u>Check 9874</u>	33.89		
● Oct 01, 2020	<u>Check 9909</u>	1,500.00		