

## NOTICE OF VILLAGE BOARD MEETING

**DATE:** Tuesday, July 12, 2022

**TIME:** 6:00 pm

**PLACE:** Harrison Municipal Building  
W5298 State Road 114  
Harrison, WI 54952

NOTICE IS HEREBY GIVEN that a Village Board meeting will be held at 6:00 pm on Tuesday, July 12, 2022 at the Harrison Municipal Building. This is a public meeting and 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. Corrections and Approval of the Previous Meetings Minutes**

a) June 28, 2022

**7. Unfinished Business from Previous Meetings for Consideration or Action**

a) Granicus Update

**8. New Business for Consideration or Action**

- a) Discussion/Action on the playground equipment removed from Darboy Community Park.
- b) Darboy Community Park Improvements
- c) Authorize staff to sell DPW truck for posted price.
- d) Service contract with Fox Valley Humane Association.
- e) Certificate of payment #1 for 2022 Street Paving Program
- f) Luniak Meadows Development Agreement Addendum #1
- g) Atlas Drive Development Agreement
- h) Change order to Midway Road Recreation Trail program (additional urbanization)
- i) Direct staff to compose an ATV ordinance for the Village.
- j) Use ARPA funds to purchase a computer for the Village Clerk/Treasurer
- k) Purchase of property – County N & Manitowoc Road

## 9. Future Agenda Items

- a) Certificate of payment (final) for 2021 Street Paving Program (July 26, 2022)
- b) Update/Discussion/Action on a 5-year Capital Improvement Plan
- c) RFQ for IT Service contract – (RFQ draft July 26, 2022)
- d) Graef Report and Update on the Ryford Street Project
- e) Proposal of a Safety Program – Manager Heiser & Clerk Tessen to collaborate
- f) Special Event Permits – Types and Authority to Approve
- g) Presentation of Sewer Connection Fee Report and Recommendation of New Fees after the Village Attorney reviews them. (*Tabled June 14, 2022 – Baldwin / Handschke*)
- h) Presentation of a Comprehensive Outdoor Plan (prior to first budget meeting)
- i) Reimbursement to Wisconsin Wealth Management (former Darboy Club Site) (tabled June 14, 2022 – Handschke/Brantmeier) (October meeting)
- j) Reimbursement to Wisconsin Wealth Management (former Darboy Club Site) (*tabled June 14, 2022 – Handschke/Brantmeier*) (October meeting)

## 10. Closed Session

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

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

## 11. Adjournment

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 Thursday, July 7, 2022 at [www.harrison-wi.org](http://www.harrison-wi.org) and Municipal Building lobby  
*Vicki Tessen*, Clerk

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**  
Vicki Tessen, Clerk

**Meeting Date:**  
July 12, 2022

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**Title:**  
Update on Status of Granicus Software Implementation.

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**Issue:**  
Update only

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**Background and Additional Information:**

The current contract offer is for a new Village website, meeting/agenda package, and online form/permitting service on our new website, with a link to a 3<sup>rd</sup> party online payment processor.

The concerns in the details of the contract have been addressed and now the only consideration for the Board is regarding the number of forms and cases we purchase. The Board asked if there were tiers with price breaks etc. and below is what they are offering:

Current 5-years contract for all services and products including 15 Forms and 5,000 Cases = \$251,236.66.

Optional contracts:

5-years contract for all services and products including 30 Forms and 5,000 Cases = \$252,305.66.

5-years contract for all services and products including 30 Forms and 7,500 Cases = \$254,667.66.

5-years contract for all services and products including 45 Forms and 10,000 Cases = \$257,392.66.

I recently requested an “ala cart” quote as well but haven’t received it at the time of preparing this memo. I’m interested in estimating a future cost if we start with the recommended 15 / 5,000 limits and then want to add more forms in 2023 and more cases further into our 5-year contract. Based on the optional contracts’ pricing, it appears that adding 15 more forms and 2,500 more cases would cost about \$700.00 more per year.

Granicus has already started working on our document assessment for the agenda/meeting package. The clerk and that team are now trying to find a time to schedule a 30-minute work session to review the documents to make sure they have everything they need to build out those templates and understand our agenda packet creation process.

The plan is to have a signed contract back to Granicus the day after the Board meeting. They will then email the project timelines and schedule the kickoff meeting. All 3 modules will be progressing simultaneously. The estimated timeline for implementation is 4-6 weeks for the meeting software, approximately 3 months to complete the front end and back end of the form/permit builder, and the website will take 6 to 9 months based upon the staffs’ time to assist the developer.

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**Attachments:**

Granicus Contract with Optional Additional Forms/Cases

# Granicus

## Additional forms add-on for current 2022 prices

Current nrr/arr with 15 forms and 5000 annual cases:

- Nrr: \$48,200
- Arr: \$38,241

Number of forms and cases

Price increase for ARR

30 forms & 5000 cases	NRR: \$48,200 ARR: \$39,310
30 forms & 7500 cases	NRR: \$48,200 ARR: \$41,672
45 forms & 10000 cases	NRR: \$48,200 ARR: \$44,397

Current offer is the national average where agency start with similar populations to Harrison, Wi.

Additional forms can be added on to the contract 60 days after signing the contract.

Date: 6/30/2022



# GRANICUS



408 Saint Peter Street, Suite 600  
Saint Paul, MN 55102  
United States

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Harrison WI

## Granicus Proposal for Harrison WI

### ORDER DETAILS

**Prepared By:** Mohammed Khan  
**Phone:**  
**Email:** mohammed.khan@granicus.com  
**Order #:** Q-186415  
**Prepared On:** 06/24/2022  
**Expires On:** 07/03/2022

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

**The subscription includes the following domain(s) and subdomain(s):**  
<https://www.harrison-wi.org/>

### Recitals

In exchange for the Client's payment of the Setup and Configuration Fee, Granicus agrees to migrate, design, develop, and implement fully functional modules for the Client that, at a minimum, includes the following:

1. The new Village website that will also include bringing the utility site information onto a page of the VOH site (assist with closing the utility site).
2. A Meeting Package for multiple boards or commissions etc. to include agenda creation, meeting packet creation, creating a record of meeting actions, and creation of meeting minutes.
3. An Online form/permit service on our website – importing up to 5 forms, training to create forms and reports, access to a library of forms, ability to redirect to a payment processor of the Village's choosing that interfaces with the Utilities' software.

In said website, Granicus shall include and implement everything included in the Product Descriptions, below.

In exchange for the Village's payment of the Government Experience Cloud fees, Granicus shall host and maintain said modules for its intended purposes during the applicable term of this agreement.

Order #: Q-186415  
Prepared: 06/24/2022

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

<b>One-Time Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>One-Time Fee</b>
Government Experience Cloud (ENTERPRISE) – Set-up & Config	50% Up Front 50% Upon Delivery	1 Each	\$44,700.00
Government Experience Cloud (ENTERPRISE) – Training	50% Up Front 50% Upon Delivery	1 Each	\$3,500.00
<b>SUBTOTAL:</b>			<b>\$48,200.00</b>

<b>New Subscription Fees</b>			
<b>Solution</b>	<b>Billing Frequency</b>	<b>Quantity/Unit</b>	<b>60-month Fee</b>
Government Experience Cloud (ENTERPRISE)	50% Up Front 50% Upon Delivery*	1 Each	\$203,036.66
<b>SUBTOTAL:</b>			<b>\$203,036.66</b>

\*Upon Delivery for New Subscription Fees is defined as the Client website being fully implemented.

<b>Communications Cloud Tier:</b>
for up to 5,000 subscribers.

## PRODUCT DESCRIPTIONS

Government Experience Cloud (ENTERPRISE)	
Solution	Description
OpenCities SaaS License	<p>The OpenCities platform allows you to launch modern, easy to use websites that evolve to put the needs of your community at the center. The SaaS License includes:</p> <ul style="list-style-type: none"> <li>• All OpenCities out of the box functionality (excluding optional/premium modules priced separately)</li> <li>• Platform setup and full project management</li> <li>• Managed cloud hosting via Microsoft AzureGov</li> <li>• Ongoing security updates</li> <li>• Ongoing product updates and enhancements</li> <li>• WCAG AA Accessibility maintained perpetually</li> <li>• 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA)</li> <li>• Comprehensive SLA and Support Ticketing system</li> </ul> <p>See subscription agreement for details.</p>
OpenCities SaaS License - Setup and configuration package	Installation and setup of OpenCities SaaS, including an assigned Project Manager during the implementation phase.

<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
OpenCities Content Migration	<p><b>Content Migration Delivery:</b> Once we have agreed upon a strategy and a timeline, our team of migrators will work to deliver your project by the designated deadline. At the end, you will receive:</p> <ul style="list-style-type: none"> <li>• Access to the system with all agreed pages moved over</li> <li>• A recap document that details anything your team should know about what we migrated as well as recommendations</li> </ul> <p><b>Client Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Completion of an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate (or purchase the Content Rationalization package add on)</li> <li>• Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions</li> <li>• Provide a desired folder structure for files (if contracted)</li> </ul> <p><b>What's IN scope?</b></p> <ul style="list-style-type: none"> <li>• Content managed within your current CMS</li> <li>• Documents/images (if contracted)</li> </ul> <p><b>What's NOT in scope?</b></p> <ul style="list-style-type: none"> <li>• Anything within an iFrame or embedded HTML content</li> <li>• Dynamic content pulled from other systems</li> <li>• Content not managed within CMS</li> <li>• JavaScript, CSS, or other custom code</li> <li>• Interactive web forms and/or single page applications</li> <li>• Written content within image/diagram</li> <li>• Content contained inside a PDF file</li> <li>• Documents and images on pages marked "Archive"</li> </ul>
OpenCities CMS Design	This is a design package tailored for unique city requirements. Requires scoping by implementation.



<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes:</p> <ul style="list-style-type: none"> <li>• Unlimited user accounts</li> <li>• Unlimited meeting bodies and meeting types</li> <li>• Access to up to one (1) Peak Agenda Management site</li> </ul>
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	<p>Setup and Configuration for Peak Agenda Management includes implementation of:</p> <ul style="list-style-type: none"> <li>• Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template</li> <li>• Up to one (1) public view page portal</li> </ul>
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	<p>Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network.</p> <p>Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.</p>

<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
Communications Cloud	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud includes:</p> <ul style="list-style-type: none"> <li>• Unlimited email sends with industry-leading delivery and management of all bounces</li> <li>• Support to upload and migrate existing email lists</li> <li>• Access to participate in the GovDelivery Network</li> <li>• Ability to send mass notifications to multiple devices</li> <li>• 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support</li> <li>• Text-to-subscribe functionality</li> <li>• Up to 2 Web-hosted training sessions annually</li> <li>• Up to 50 administrators</li> <li>• Up to 1 GovDelivery account(s)</li> <li>• Access to a complete archive of all data created by the client for 18 months (rolling)</li> <li>• Up to 3 hours of message template and integration development</li> <li>• Up to 100 subscription topics</li> <li>• Up to 100,000 SMS/text messages per year from a shared short code within the United States*</li> </ul> <p>*International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year.</p>

<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
Communications Cloud - Setup and Configuration	<p>The Cloud is a Software-as-a-Service (SaaS) solution that enables government organizations to connect with more people. By leveraging the Cloud, the client will be able to utilize a number of different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The Cloud setup and configuration includes:</p> <ul style="list-style-type: none"> <li>• The implementation consultant will be assigned to Recipient during the setup process for up to 90 days</li> <li>• Unlimited access to Web-based recorded trainings and online help for administrations on the following topics: standard Messaging, the GovDelivery Network, Automation, Mobile and Analytics</li> <li>• Up to 2 Web-hosted training sessions that must be used within 180 days of Kickoff</li> <li>• Up to 5 hours of message template and integration development that must be used within 90 days of Kickoff</li> </ul>
Communications Cloud - Online Training	Provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
Government Experience Cloud (ENTERPRISE)	Government Experience Cloud is a purpose-built software-as-a-service (SaaS) solution that helps local government transform the resident experience to better connect, engage, and serve constituents by increasing workflow efficiencies and maximizing existing technology investments, such as integrations into traditional back-office enterprise solutions.

<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
govService Essentials Digital Services (up to): 15 Annual Cases (up to): 5000	govService Essentials includes access to: <ul style="list-style-type: none"> <li>• Access to the selected number of digital services (ie., workflows/business processes) built, activated and live in govService using either Service Designer (includes any services built by Granicus) or prebuilt from the template library.</li> <li>• Annual Case Volume: Limited to the selected number of annual cases submitted for management and resolution in govService.</li> <li>• Template Library: Leverage any number of pre-built templates from an existing library. Agencies may configure settings, permissions, and workflow stages.</li> <li>• Customer Portal: An online self-service portal to provide a common interface where users can access services and personalized information including historical requests.</li> <li>• Back-office Administration: Internal employees processing services are provided a portal to log-in and access assigned tasks, fulfill requests, and complete desired workflow.</li> <li>• Service Designer: Build no-code/low-code digital services using tools such as Form Builder, Integration Manager, and Workflow Designer.</li> <li>• Customer Service Hub: An integrated constituent contact tracking solution for up to three (3) licensed seats; users able to access workspaces such as Inbox, Face-to-Face, Search, Phone Team, and Reception. <i>Note: additional seats will incur additional maintenance costs.</i></li> </ul>
Payment Connector (Stripe - Standard)	A payment integration with Stripe provides an easy method to collect online payments.  (Note: Third-party fees may apply, but remain independent of Granicus fees.)

<b>Government Experience Cloud (ENTERPRISE)</b>	
<b>Solution</b>	<b>Description</b>
<p>govService Essentials Set-Up &amp; Config (P1)</p>	<p>govService Essentials Set-Up &amp; Configuration (Package 1): A site stack which includes test and production versions of the Customer Portal, Staff Portal, and Customer Service Hub. Additional client deliverables include:</p> <ul style="list-style-type: none"> <li>- Up to five (5) audited services: Each audited service will receive up to four (4) hours of discovery sessions to generate blueprints for service build in govService. Documentation will include a current state process map, future state process map (as recommended, utilizing govService), form field mapping and configuration, and back-office field mapping and configuration. A service must be audited to be considered for form conversion by the Implementation Team.</li> <li>- One (1) form conversion: A one-page client form that is digitized into a service with standard* workflow/notifications. (* integrations to client systems must be scoped separately.) If form conversion selected for Granicus build is scoped at a value higher than one (1) build credit, another service must be selected, or additional build credits purchased to cover the additional work required.</li> <li>- Access to remote, basic training: Choose from the selection of courses from the "Basic" offering list; up to 36 hours. Courses offered in this package must be delivered within twelve (12) months of contract execution.</li> <li>- Access to two (2) workshops: Access to Granicus technical resources for up to two (2) hours per scheduled workshop. Workshops can be used to solution client-specific technical needs including, but not limited to, self-built service configuration, architecture, and issue resolution. Workshops must be delivered within twelve (12) months of contract execution.</li> </ul> <p>Notable Exclusions:</p> <ul style="list-style-type: none"> <li>- User management: client to self-manage addition or deletion of users past the initial user upload and training on User Permissions</li> <li>- Specific single sign-on solutions are supported but must be scoped separately</li> <li>- Custom design and integrations: all custom work is sole responsibility of client unless explicit scope of work is included</li> </ul>

Government Experience Cloud (ENTERPRISE)	
Solution	Description
govService Essentials Online Training	<p>govService Essentials Training includes:</p> <ul style="list-style-type: none"> <li>• Basic Online Training: up to eight (8) hours of remote training to introduce all core aspects of the solution such as customer portal, case management and system settings.</li> <li>• Form Designer &amp; Workflow Online Training: up to eight (8) hours of remote training to co-build the first digital service.</li> <li>• Integrations Online Training: up to eight (8) hours of remote training with technical users to cover how to use the Integrations Manager and review logging capabilities.</li> <li>• Customer Service Hub Training: up to eight (8) hours of remote training to cover each major digital workspace and configure default system settings.</li> </ul>

## GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

## TERMS & CONDITIONS

- Link to Terms: [https://granicus.com/pdfs/Master Subscription Agreement.pdf](https://granicus.com/pdfs/Master_Subscription_Agreement.pdf)
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Harrison WI to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-186415 dated 06-24-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**  
Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

## BILLING INFORMATION

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

*The pricing, terms, and conditions of quote Q-186415 dated 06/24/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Harrison WI	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



### ClearCaster Terms & Conditions

The ClearCaster products are subject to the following terms:

**Permitted Use.** Granicus hereby grants during each Order Term or as otherwise specified in the Order, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the ClearCaster products to the extent allowed in the relevant Order (collectively the “Permitted Use”). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the ClearCaster products up to the levels limited in the applicable Order.

**Data Sources.** Data uploaded into ClearCaster products must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into the ClearCaster products without Granicus’ written permission and professional services support for list cleansing.

**Passwords.** Passwords are not transferable to any third party. Customer is responsible for keeping all passwords secure and all use of the the ClearCaster products accessed through Customer’s passwords.

**Content.** Customer can only use the ClearCaster products to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.

**Disclaimers.** Any text, data, graphics, or any other material displayed or published on Customer’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

**Advertising.** The ClearCaster products shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through the ClearCaster products prior to approving the presence of Advertising within the ClearCaster products.

**Restrictions.** Customer shall not:

- Misuse any Granicus resources or the ClearCaster products or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- Use any process, program, or tool for gaining unauthorized access to the systems, networks, or

accounts of other parties, including but not limited to, other Granicus customers;

- Customer must not use the Granicus products, services or the ClearCaster products in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- Customer must not use the services or ClearCaster products as a door or signpost to another server.
- Access or use any portion of the ClearCaster products, except as expressly allowed by this Order;
- Copy, distribute, sublicense, or otherwise share, software provided on the ClearCaster products;
- Disassemble, decompile, or otherwise reverse engineer all or any portion of the ClearCaster products; or add or remove software on the ClearCaster products without Granicus consent;
- Use the ClearCaster products for any unlawful purposes;
- Export or allow access to the ClearCaster products in violation of U.S. laws or regulations;
- Except as expressly permitted in this Order, subcontract, disclose, rent, or lease the ClearCaster products, or any portion thereof, for third party use; or
- Modify, adapt, or use the ClearCaster products to develop any software application intended for resale which uses the ClearCaster products in whole or in part.

**Customer Feedback.** Customer assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the ClearCaster products. Granicus may use such submissions as it deems appropriate in its sole discretion.

**Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the ClearCaster products, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

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**EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** UNDER NO CIRCUMSTANCES SHALL GRANICUS NOR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS NOR ITS SUPPLIER SHALL BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, TECHNOLOGY, OR HARDWARE; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, HARDWARE, CLEARCASTER PRODUCTS, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**LIMITATION OF LIABILITY.** IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES RESULTING EXCLUSIVELY FROM THE CLEARCASTER PRODUCTS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THE CLEARCASTER PRODUCTS MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

Playground Equipment Removed from Darboy Community Park

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**Issue:**

What should the Village do with the old playground equipment removed from Darboy Park?

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**Background and Additional Information:**

In 2021 playground equipment from Darboy Community Park was removed to make room for new playground equipment and pickleball/tennis courts. Some of the equipment is reusable, such as the swing set and tire swing. Some of the equipment is cracked and broken, such as some of the plastic slides and panels. Some of the equipment is bent or condition is unknown as the concrete is still in place. The reusable equipment could be placed at other parks or locations in Harrison, such as Clover Ridge Park or HAA.

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**Budget Impacts:**

None

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**Recommended Action:**

Staff recommends the Village Board authorize staff to salvage and reuse playground equipment in other parks or locations in Harrison with the unused equipment to be donated or scraped/junked as warranted.

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**Attachments:**

- Picture of equipment



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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

2022 Darboy Park Improvements

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**Issue:**

Should the Village Board approve a Change Order to the 2022 Street Resurfacing Program to include improvements at Darboy Community Park?

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**Background and Additional Information:**

On April 19<sup>th</sup>, the Village held a bid opening for the Darboy Park Improvements (Pickleball/Tennis Courts) Program. Unfortunately, no bids were received. The general contractor for the Street Resurfacing Program thought they could obtain subcontractors in order to get the work completed. After several months of reaching out to subcontractors, the general contractor has submitted a Change Order to complete the work in Darboy Community Park, including completing the pickleball and tennis courts and basketball courts (resurfacing basketball courts was approved as supplemental bids to the Street Resurfacing Program bid award).

The Change Order is set up into a base lump sum and 4 options, as identified below.

- **Base:** Base lump sum for color coating and striping the pickleball and tennis courts (2023) and installing associated fencing and nets (2022) for \$170,600.00.
  - **Option 1:** to add crack filling of the pickleball and tennis courts (2023 prior to color coating) for \$10,836.00.
  - **Option 2:** to add temporary striping of the pickleball and tennis courts (2022) for \$4,975.00.
  - **Option 3:** to add color coating and striping of the basketball courts (work to be completed in 2023) including installing the 5LT virgin asphalt mix required to color coat (paving to be completed in 2022) for \$42,120.00. The Village previously approved \$23,625.00 for paving only. This option will tentatively add \$18,495 to the contract.
  - **Option 4:** to add temporary striping of the basketball courts (2022) for \$4,975.00.

\*Please note that subcontractor performing the color coating identified a potential increase (10%) due to market costs next year (2023).

**Dates:**

July 6<sup>th</sup> - East basketball court asphalt was removed

July 15<sup>th</sup> – West basketball court asphalt will be removed

July 25<sup>th</sup> (week of) – NEA start paving, start with basketball courts then move to street paving

Currently no date for pickleball or tennis court net posts and fencing

---

**Budget Impacts:**

Depending on approval and options approved. Base is \$170,600.00, with base plus all options 1-4 totaling \$233,506.00 (minus estimated \$18,945 deduct for previously approved paving).

Pickleball & tennis court costs can be paid by the Park Impact Fee because they are new installations. Basketball court costs may have to be from general park monies since it is replacing existing facilities.

---

**Recommended Action:**

Staff recommends approval of the base lump sum and options #1-4.

The reason for all options is to get the best quality court as possible. For Option #1, since the subcontractor needs to saw cut expansion joints, performing crack filling of expansion joints will lengthen the life of the courts and provide better quality courts. Option #3 will provide a good playing surface for the basketball courts. Options #2 & #4 will allow the pickleball, tennis, and basketball courts to be utilized in 2022 while waiting for color coating and final striping in 2023.

---

**Attachments:**

- Change Order
- Details of work to be completed
  - Tennis and pickleball court net posts and fence installation
  - Pickleball court color coating & striping
  - Basketball court color coating & striping

# McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025  
 NEENAH, WI 54956 NEENAH, WI 54957-1025  
 TELEPHONE: 920.751.4200  
 FAX: 920.751.4284

## CHANGE ORDER

NORTHEAST ASPHALT, INC.  
 W6380 Design Drive  
 PO Box 1667  
 Greenville, WI 54942

Contract No. H0006-09-22-00223  
 Project File No. H0006-09-22-00223  
 Change Order No. Two (2)  
 Issue Date: July 6, 2022  
 Project: Village of Harrison 2022 Asphalt Street Resurfacing Program

**You Are Directed To Make The Changes Noted Below In The Subject Contract:**

	All Proposed Work is located at the Darby Community Park	(Price)
2.1	Two-color coating and permanent striping of (6) pickleball courts and (1) tennis court and furnish & install 648'-10' black vinyl coated perimeter fencing with (4) gates and 90'-4' black vinyl coated fencing with (2) openings, between the pickleball courts and furnish and install associated net posts and netting as summarized on the attached, 1 Lump Sum @ (Fencing and associated net posts and netting to be installed in 2022, color coating and permanent striping to be completed in 2023); 1 Lump Sum @ \$170,600.00	+\$170,600.00
2.2	Option 1: ADD Armor Crack Seal expansion joints, 602-ft @ \$18.00/L.F.	+\$10,836.00
2.3	Option 2: ADD Temporary pavement striping of (6) pickleball courts and (1) tennis court (work to be completed in 2022); 1 Lump Sum @ \$4,975.00	+\$4,975.00
2.4	Option 3: ADD Color coating and permanent striping of (2) basketball courts (work to be completed in 2023) and installing 5 LT Virgin Mix HMA Pavement (paving to be completed in 2022); 1 Lump Sum @ \$42,120.00	+\$42,120.00
2.5	Option 4: ADD Temporary pavement striping of (2) basketball courts (work to be completed in 2022); 1 Lump Sum @ \$4,975.00	+\$4,975.00
<b>TOTAL</b>		<b>+\$233,506.00</b>

**The Changes Result In The Following Adjustments:**

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$2,159,619.80</u>	- days
Adjustments Per This Change Order	<u>+\$233,506.00</u>	0 days
Current Contract Status	<u>\$2,393,125.80</u>	- days

Recommended:  
**McMAHON ASSOCIATES, INC.**  
 Neenah, Wisconsin

Accepted:  
**NORTHEAST ASPHALT, INC.**  
 Wisconsin

Authorized:  
**VILLAGE OF HARRISON**  
 Wisconsin

By:   
 Date: 07/06/2022

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

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

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order  
**Execute And Return To ENGINEER For Distribution**

Furnish all necessary labor, equipment, and material for the tennis and pickleball court net posts and net installation of the above job. Work to include:

1. TENNIS NET POSTS (1 PAIR): [Douglas® Premier™ 3" RD black vinyl coated net posts \(Item #63051\)](#). Footings to be 24" x 5' deep for net posts and 12" x 48" for center tie down (galvanized anchor).
2. TENNIS NET (1): [Douglas® TN-30DM \(Item #30030\)](#) 3.0 MM nylon braided body all weather Tournament tennis net. Includes 2" wide polyester Deluxe Adjustable Center Strap (Item #20600) with nickel plated swivel loop bolt snap and non-slip reverse web slide.
3. PICKLEBALL NET POSTS (6 PAIR): [Douglas Premier™ RD Posts \(Item #63051\)](#). Posts to be Black. Footings to be 24" x 5' deep for net posts and 12" x 48" for center tie down (galvanized anchor).
4. PICKLEBALL NET (6): [Douglas 30"H x 22'L Pickleball nets](#). Netting is 1-3/4" square mesh braided 3.0mm polyethylene. Includes 2" wide polyester Deluxe Adjustable Center Strap (Item #20600) with nickel plated swivel loop bolt snap and non-slip reverse web slide.

#### NOTES

1. Add as needed for performance and payment bonds.
2. Munson cannot be held responsible for damage to existing lawn and pavements as a result of normal construction activities.
3. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
  - a. Private Line marking is available if needed at an additional cost.
  - b. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.

Furnish all necessary labor, equipment, and material for the pickleball court fencing of the above job. Work to include:

1. Furnish and install 648 LF of 10' high black vinyl fencing including 4 gates. Terminal posts to be in 12" x 48" deep concrete footings. Line posts to be driven 5' deep thru cored holes.
2. Furnish and install 90 LF of 4' high black vinyl fence. Line posts to be driven 4' deep thru cored holes.
3. All excavated debris to be hauled away.

#### **SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:**

- A. All posts, rails and applicable fittings to be vinyl coated over galvanized steel. Color to be Black.
- B. FABRIC (722'): 2" mesh #8 gauge vinyl coated finish over 9 gauge galvanized core wire with Knuckle (top) and Knuckle (bottom) selvages. Color to be Black.
- C. RAIL (2,076'): Top, middle (10' high only) and bottom rail to be 1-5/8" O.D. SS20 grade pipe.
- D. LINE POSTS (63): 2.5" O.D. SS40 grade pipe spaced a maximum of 10' on center.
- E. CORNER (8) POSTS: 3" O.D. SS40 grade pipe.
- F. END POSTS (4): 3" O.D. SS40 grade pipe.
- G. GATE POSTS (4): 3" O.D. SS40 grade pipe.
- H. GATES (4): Four 3.5' wide by 7' high single swing gates with 2" SS40 frame filled with fabric to match the fence. Latch to have a provision for a padlock. 3' Transom above.

#### NOTES

1. Add as needed for performance and payment bonds.
2. Munson cannot be held responsible for damage to existing lawn and pavements as a result of normal construction activities.
3. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
  - a. Private Line marking is available if needed at an additional cost.
  - b. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
4. Pricing and availability are not guaranteed due to the current volatility of the construction market including asphalt/oil, steel/aluminum, pvc/composite and acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.
5. [For more detailed product data – please click on the blue hyperlinks in this quote.](#)



Furnish all necessary labor, equipment, and material for the pickleball court color coating & striping of the above job. Area involved is approximately 17,238 SF. Work to include:

1. Paving of tennis court with VIRGIN asphalt surface course by others.
2. Sawcut 602 LF of ½" x 1 ½" expansion joints under net lines and between courts per plans.
3. Thirty days after paving, thoroughly pressure wash court with a 6,000 PSI washer to remove all embedded dirt and debris.
4. Seal entire pavement with 1<sup>st</sup> coat of Black Laykold® NuSurf acrylic resurfacer (*A flexible sand filled binder/filler/texture course*).
5. Mark low spots and level surface (*low spots*) as necessary with Laykold® Deep Patch (*a high strength acrylic latex bonding liquid mixed with Silica Sand and Portland Cement for leveling and crack filling*).
6. Machine sand down all Deep Patch areas after drying if needed to eliminate high spots.
7. Flood courts, mark and level/sand any remaining low spots.
8. Seal pavement with 2<sup>nd</sup> coat of Black Laykold® NuSurf acrylic resurfacer (*Cross Applied*)
9. Seal perimeter area and non-volley/kitchen area pavement with 2 coats of GRASS GREEN Laykold® ColorFlex flexible acrylic latex color texture course with sand. (*Cross Applied*)
10. Seal playing area pavement with 2 coats of LIGHT BLUE Laykold® ColorFlex. (*Cross Applied*)
11. Mask, prime and paint 2" white lines for one, 36' x 78' tennis court for singles and doubles tennis play.
12. Mask, prime and paint 2" white lines for six, 20' x 44' pickleball courts.

**OPTION 1: ARMOR CRACK 602 LF OF EXPANSION JOINTS (NO FUTURE MAINTENANCE)**

*Install 602' of Armor Crack Repair System over cracked areas as noted. This system is an expandable/flexible patented six-step process that utilizes a thin, 36" wide knitted fabric membrane to keep structural cracks from reappearing on the surface. Installing the membrane keeps the joints expanding as needed below, but not allowing the cracks to reflect thru. Work to be done with above color coating.*

*ADD . . . \$18.00 per LF (602 x \$18.00 = \$10,836)*

**NOTES**

1. *Add as needed for performance and payment bonds.*
2. *Work is quoted for 2022, however due to current workload this may be done in spring at market costs (Budget 10%?). Courts could be striped on bare asphalt in the meantime for fall/spring for an additional \$4,975.*
3. *Leveling of court area is limited to 80 gallons total. Areas greater than this will require leveling at an additional time and material cost. Does not include filling low spots or cleaning pavement due to work from fencing or landscaping contractors.*
4. *Munson cannot be held responsible for damage to existing lawn and pavements as a result of normal construction activities.*
5. *Weather tolerances for tennis court work/materials are between June 1<sup>st</sup> – September 30<sup>th</sup>.*
6. *Munson cannot warranty against any cracking.*
7. *Pricing and availability are not guaranteed due to the current volatility of the construction market including acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.*
8. *Laykold® NuSurf and Laykold® ColorFlex are a step above typical tennis court acrylic coatings. They have been specially designed to have a much greater elasticity which reduces eggshell color cracking on newer courts, reduced stretch lines over flexible membrane crack repair products and other flexible benefits. Due to market availability other flexible products may need to be substituted including SportMaster Sports Surfaces®' Flexible Surface, California Sports Surfaces®' Plexipave® PG and Acrytech™ Sports Surfaces' Colorguard Flex™. Owner to be notified of any substitutions prior to work.*
9. *For more detailed product data – please click on the blue hyperlinks in this quote.*

Furnish all necessary labor, equipment, and material for the basketball court color coating & striping of the above job. Area involved is approximately 8,200 SF. Work to include:

1. Paving of basketball courts with **VIRGIN** asphalt surface course by others.
2. Thirty days after paving, thoroughly pressure wash court with a 6,000 PSI washer to remove all embedded dirt and debris.
3. Seal entire pavement with 1<sup>st</sup> coat of Black Laykold® NuSurf acrylic resurfacer (A flexible sand filled binder/filler/texture course).
4. Mark low spots and level surface (*low spots*) as necessary with Laykold® Deep Patch (a high strength acrylic latex bonding liquid mixed with Silica Sand and Portland Cement for leveling and crack filling).
5. Machine sand down all Deep Patch areas after drying if needed to eliminate high spots.
6. Flood courts, mark and level/sand any remaining low spots.
7. Seal pavement with 2<sup>nd</sup> coat of Black Laykold® NuSurf acrylic resurfacer (Cross Applied)
8. Seal all pavement with 2 coats of GRASS GREEN Laykold® ColorFlex flexible acrylic latex color texture course with sand. (Cross Applied)
9. Mask, prime and paint 2" white lines for two, full court basketball courts.

#### NOTES

1. Add as needed for performance and payment bonds.
2. Work is quoted for 2022, however due to current workload this may be done in spring at market costs (Budget 10%?). Courts could be striped on bare asphalt in the meantime for fall/spring for an additional \$TBD.
3. Leveling of court area is limited to 30 gallons total. Areas greater than this will require leveling at an additional time and material cost. Does not include filling low spots or cleaning pavement due to work from fencing or landscaping contractors.
4. Munson cannot be held responsible for damage to existing lawn and pavements as a result of normal construction activities.
5. Weather tolerances for tennis court work/materials are between June 1<sup>st</sup> – September 30<sup>th</sup>.
6. Munson cannot warranty against any cracking.
7. Pricing and availability are not guaranteed due to the current volatility of the construction market including acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.
8. Laykold® NuSurf and Laykold® ColorFlex are a step above typical tennis court acrylic coatings. They have been specially designed to have a much greater elasticity which reduces eggshell color cracking on newer courts, reduced stretch lines over flexible membrane crack repair products and other flexible benefits. Due to market availability other flexible products may need to be substituted including SportMaster Sports Surfaces®' Flexible Surface, California Sports Surfaces®' Plexipave® PG and Acrytech™ Sports Surfaces' Colorguard Flex™. Owner to be notified of any substitutions prior to work.
9. For more detailed product data – please click on the blue hyperlinks in this quote.

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**VILLAGE BOARD MEETING**

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

Matt Heiser, Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

Sale of DPW Dump/Plow Truck

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**Issue:**

Should offer be accepted for sale of a DPW truck?

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**Background and Additional Information:**

The DPW is prepared to sell on outdated vehicle.

It is a 2002 Peterbilt Model 330 Medium Duty Plow Truck with the following features:

- Wausau 12 foot plow and 9 foot wing
- Engine: 3126E
- Transmission: Allison MD3066P 6 speed
- Suspension: HEND HN402 40,000 LBS
- Ratio: 6.50 RR AXLE
- Miles: 78,010

Staff has set the asking price at \$23,000 / OBO.

Staff has advertised it on the Village website, first come, first serve with a deadline of July 15. The Village Clerk received an offer to purchase for the set price on July 7.

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**Budget Impacts:**

This revenue was not anticipated in the Village budget.

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**Recommended Action:**

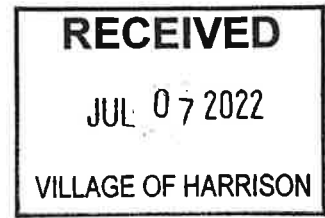
Approve sale of vehicle for offer to purchase.

---

**Attachments:**

- Written offer to purchase

R & B HEYNDRICKX TRUCKING LLC  
400 N WHITE OAK DR  
APPLETON, WI 54915



1:02 pm  
*Vicki Tessen*

July 7, 2022

REFERENCE TO: 2002 Peterbilt Dump Truck Model 330 Medium Duty  
Plow Truck.

I am making the offer of \$23,000 for the asking price of the Plow  
Truck listed above.

WERNY HEYNDRICKX

A handwritten signature in black ink, appearing to read "Werny Heyndrickx".

920-585-2234 cell phone

920-734-3323 home phone

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**VILLAGE BOARD MEETING**

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

Mark J. Mommaerts, AICP, Assistant Village Manager  
Jeff Funk, Operations Manager

**Meeting Date:**

July 12, 2022

---

**Title:**

Service Contract with Fox Valley Humane Association

---

**Issue:**

Should the Village Board approve a service contract with the Fox Valley Humane Association for concerning stray dogs and other animals?

---

**Background and Additional Information:**

In previous years, the Village has made donations to Eastshore Humane Association, Inc. for dog and animal control. Although the Village appreciates the assistance from Eastshore and notes that the annual donation does not typically cover the expenses of their assistance, the Village sought out other associations to see if there are other services.

Fox Valley Humane Association, LTD submitted a service contract that will accept and maintain stray animals that are brought in by the Village (staff & deputies), delivered by others, or Fox Valley will pick up if called to do so. They propose to submit a monthly report to the Village outlining charges/credits/disposition for each animal. The agreement provides for services offered and payments. The agreement is for a year with automatic renewal and a 30-day renewal opt out. Prices are as determined in the agreement.

Fox Valley offers to pick up the animal while Eastshore requires the Village to deliver the animal to Eastshore. During normal business hours, delivering the animal is a viable solution, although it takes away from other Village work. Outside of normal business hours, the Village has to pay overtime for staff to deliver the animal. The benefit of Fox Valley picking up the animal is that they have trained staff to deal with animals. Village staff may or may not have the appropriate training to deal with vicious animals they may encounter.

The Public Works Operations Manager will be at the meeting to better explain the process and concerns.

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**Budget Impacts:**

Varies depending on the number of animal calls.

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**Recommended Action:**

Staff recommends contracting with Fox Valley Humane Association, LTD. and approval of the service contract.

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**Attachments:**

- Service Contract with Fox Valley Humane Association, LTD
- Cover letter and Agreement with Eastshore Humane Association, Inc.

## SERVICE CONTRACT BETWEEN THE VILLAGE OF HARRISON AND THE FOX VALLEY HUMANE ASSOCIATION, LTD.

Whereas the Village of Harrison has designated the Fox Valley Humane Association, Ltd., as the custodian of dogs captured by any officer pursuant to Wis. Stat. S 174.042(3), and the Village of Harrison has agreed to use the services of the Fox Valley Humane Association, Ltd. concerning stray dogs and other animals:

This contract, made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the VILLAGE OF HARRISON hereinafter called the Contracting Municipality, and the Fox Valley Humane Association, Ltd., hereinafter called the Association, is as follows:

1. **Definitions:** In this contract when the terms "animal" or "stray animal" are used the terms shall include dogs, cats and domestic animals such as rabbits, birds, ferrets, small caged animals etc. unless otherwise specified on a case by case basis and agreed by both parties. This agreement shall not include wildlife.
2. **Term:** This contract shall begin on \_\_\_\_\_, \_\_\_\_\_ and have a term of one year. This contract shall be automatically renewed for subsequent one-year periods unless either party notifies the other of its intent to terminate. Said notice shall be in writing at least 30 days prior to the beginning of the automatic renewal date.
3. **Services:** The Association shall provide the following:
  - a. The Association will accept and maintain all stray animals found in the Contracting Municipality with the exception of healthy, free-roaming adult cats found in the Contracting Municipality, which are delivered to the Association by the officers of the Contracting Municipality, that the Association is asked by the Contracting Municipality or County to pick up, or that are delivered to the Association by officers or other individuals who may bring them in. If another individual brings an animal to the Association's place of operations which is identified by that individual as a stray, the Association will ascertain the location that the animal was found at and determine whether that location is within the Contracting Municipality. The Association will obtain a signed statement from the individual that the animal was found at that location with the name, address and telephone number of the individual and will provide a copy of that statement to the Contracting Municipality. No charges will be made to the Contracting Municipality for any animal for which there is no signed statement or which is surrendered to the Association by its owner.
  - b. Each month, the Association shall provide the Contracting Municipality with a detailed statement of the charges and applied credits, to include the disposition, for each animal. Within thirty (30) days of receiving the statement, the Contracting Municipality or County will make payment to the Association or if the Contracting Municipality or County disputes any charges, the Contracting Municipality or County will provide written notice to the Association.

c. The Association shall maintain complete records of all stray animals that are received from agents of the Contracting Municipality, individuals or picked up by the Association. Copies of the records relating to animals from the Contracting Municipality shall be provided to the Contracting Municipality on a monthly basis. Said reports shall be maintained for a period of one year. The Association shall maintain all records at the Association's office and shall provide them to the Contracting Municipality upon request by the Contracting Municipality. The Contracting Municipality original records including but not limited to impoundment transportation forms shall be returned to the Contracting Municipality upon disposition of the animal. Failure to provide/return the municipality's original record within 30 days of a request will result in non-payment of associated contractual charges for the animal involved.

d. The Association shall cooperate with the Contracting Municipality's Constable/Animal Control Officer/Humane Officer by following procedures required with respect to stray or surrendered animals that have bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Wisconsin State Statutes Section 95.21 (5)(b). The Contracting Municipality shall pay the Association a total fee of \$250.00 per animal to include all services required for the ten day period to include three veterinarian examinations and the euthanasia fee.

e. If the Contracting Municipality delivers an injured or ill animal to the Association or authorizes the Association to pick it up, the Contracting Municipality will pay up to \$200.00 for services required for that animal. Any additional services or treatment which are authorized by the Association shall be the Association's financial responsibility.

f. The Association shall provide assistance, if requested, at the scene of capture including assisting the Contracting Municipality in capturing vicious or dangerous animals that have been running at large. The Association will charge its actual expense for employee time at the rate it is required to pay those employees for this service. The Association shall provide a phone to be used as the preferred contact method. The Phone number is 920-810-2679 and is not to be given out to the general public. The number is for Constables, Animal Control Officers, Municipal Leaders, Police Officers, Firefighters and Emergency Medical personnel only.

g. In the event that the owner claims an animal from the Association, the Association shall be entitled to collect from the owner its reclaim fee plus per day boarding fees and any other costs it has incurred for the animal prior to release of the animal. The Contracting Municipality will not be billed either the contract fee, transport



fees or any other charges for claimed animals. The Association shall require proof that the animal is currently immunized against rabies or by presentation of a pre-paid receipt for a rabies immunization from a veterinary clinic and will advise the owner to obtain a dog or cat license as appropriate for the animal before release of the animal.

h. The Association shall be available when a Court order for the destruction of an animal is required. An on-site fee of \$45.00 and a euthanasia fee will be charged.

4. **Payment:** The Association's fees for animals shall be as follows:

a. For municipalities & law enforcement: \$80.00 per animal regardless of the time held by the Association.

b. Kitten and puppy litters will be billed at a special rate. A litter will include one mother and her babies who were born together and are no more than six months of age. The charge for a litter will be \$80.00 for the mother and \$5.00 for each newborn..

c. Animals that are seized by law enforcement authorities and turned over to the Association for care and holding pending resolution of a court case will be billed at a special rate. The special rate will be on a case by case basis and to be determined between the Association and the Contracting Municipality.

d. Unless a new agreement is entered into between the Parties, and unless one Party notifies the other Party of its intention to cancel this Agreement, the fees for the renewal of the contract shall only increase if the Association's costs increase. In the event that the Association needs to increase the amount due for any contract charges for any year after the first renewal year of the contract it shall prepare financial supporting information for the increase and submit it to a designated representative of the Contracting Municipality to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension for a reasonable period of time for a review of the Association's information to take place if requested. Increases will be based upon increases in costs from the base year of 2022.

5. **Traps:** The Contracting Municipality shall be responsible for the purchase, maintenance and use of live traps and other equipment used for animal control purposes.

6. **Insurance:** The Association shall provide the insurance specified in the enclosed certification of insurance. Proof of insurance shall name the Contracting Municipality, its officers and employees, as additional insureds and shall be filed with the Treasurer of the Contracting Municipality.

7. **Indemnification Clause:** In consideration of the terms and conditions herein, the Association agrees to indemnify, defend and hold harmless the Contracting Municipality, its employees, elected and appointed officials, agents and volunteers from and against all claims, suits, damages, costs, losses and expenses including attorney's fees in any manner resulting from, arising out of, or connected with the impoundment of stray animals by the Association from the point in time that the Association takes control of the animal. Said indemnification applies to any and all actions of the employees, agents or representatives of the Association. The Association agrees to defend any and all actions where in the Contracting Municipality is named a party defendant for act occurring while the animal is in the control of the Association. No indemnification applies for actions taken by the Contracting Municipality regard the animal occurring prior to the Association taking control of the animal.

IN WITNESS WHEREOF the Contracting Municipality and the Association

FOX VALLEY HUMANE ASSOCIATION, LTD

By: \_\_\_\_\_

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

VILLAGE OF HARRISON

By: \_\_\_\_\_

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



**EASTSHORE HUMANE ASSOCIATION, INC.**

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

June 11, 2022

Matt Heiser  
Village of Harrison & Town & Village of Harrison  
W5298 Hwy 114  
Menasha, WI 54952

Dear Mr. Heiser:

Eastshore Humane Association (ESHA) wants to continue providing animal control services to municipalities in Calumet County. Our operating costs continue to increase with inflation.

We are handling increasing numbers of situations where aged, injured and/or sick animals have been neglected and left for someone to help. We handle many stray animals that get returned to their owners. In almost all of the situations, the animals are not properly licensed. Our out-of-pocket expenses (veterinary costs) for single cases frequently are much greater than your total annual donation. We fundraise constantly trying to cover the difference.

To plan for and help insure continuing service, we ask that you increase your donation to a level reflecting inflation. Please advise what you will do to help. Last year we received no funding from the Village or the Town of Harrison.

The collaborative agreement we propose is enclosed.

Sincerely,

EASTSHORE HUMANE ASSOCIATION

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

Judi McClain, Board of Directors

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



EASTSHORE HUMANE ASSOCIATION, INC.

P.O. Box 320 - 1100 Park Street
Chilton, WI 53014
Telephone/Fax: (920) 840-2390
E-Mail: ehasbetter@gmail.com

June 11, 2022

AGREEMENT

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

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

- 1. Eastshore Humane Association (ESHA) will work with your municipality to provide services for humane care and control of stray, small companion animals (primarily cats and dogs).
2. With the assistance of ESHA, your municipality will insure stray animals will be safe, given food, water and shelter prior to transfer to ESHA.
3. When an animal has been taken into custody, your municipality will contact ESHA. The Stray Animal Documentation Form (copy attached) will be completed and provided with the animal when transferred to ESHA. Your municipality may transport the animal to the shelter or ESHA will pick the animal up within 12 hours, or sooner with special arrangements, at which time the animal becomes the responsibility of ESHA.
4. ESHA will provide trained personnel that are skilled at handling a variety of animals.
5. In return for the services provided, your municipality will donate appropriate funding reflecting inflation to Eastshore Humane Association prior to the May 1st renewal date.
6. It is recognized that this is a self-renewing agreement. In the event that Eastshore Humane Association and/or your municipality wish to terminate this agreement, either party must give a thirty 30 day notice in writing.
7. This agreement is effective from May 1, 2022 through April 30, 2023.

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

\_\_\_\_\_  
Matt Heiser  
Town of Harrison & Village of Harrison

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

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

Date: June 11, 2022

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

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**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

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**Meeting Date:**

July 12, 2022

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**Title:**

Certificate of Payment #1 for 2022 Street Paving Program

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**Issue:**

Should the Village authorize payment #1 for the 2022 Street Paving Program?

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**Background and Additional Information:**

The contractor has submitted an application for partial payment under the 2022 Street Resurfacing program for all work performed through June 1, 2022 in the amount of \$339,017.44. The Village engineer has reviewed the application and is recommending approval.

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**Budget Impacts:**

\$339,017.44. This money has been budgeted under the capital outlay, transportation utility, and stormwater street projects portion funds.

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**Recommended Action:**

Staff recommends the Village Board authorize payment of the contractor's application for Certificate of Payment #1 in the amount of \$339,017.44 for work performed through June 1, 2022.

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**Attachments:**

- Engineer's correspondence & Contractor's application for Payment #1



June 24, 2022

Village of Harrison  
W5298 Highway 114  
Harrison, WI 54952

Re: Village of Harrison  
2022 Asphalt Street Resurfacing Program  
Certificate for Payment #1  
McM. No. H0006-09-22-00223



Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Northeast Asphalt, Inc. in the amount of \$339,017.44 for partial payment for work performed through June 1, 2022.

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

Respectfully,

McMahon Associates, Inc.

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

LRR:car

cc: Northeast Asphalt, Inc.

Enclosure: Certificate for Payment #1

# McMAHON

1445 MCMAHON DRIVE P.O. BOX 1025  
NEENAH, WI 54956 NEENAH, WI 54957-1025

ENGINEERS ARCHITECTS

TELEPHONE: 920.751.4200  
FAX: 920.751.4284

McMAHON ASSOCIATES, INC.

# CERTIFICATE FOR PAYMENT

VILLAGE OF HARRISON  
W5298 HWY 114  
Harrison, WI 54952

Contract No. H0006-09-22-00223  
Project File No. H0006-09-22-00223  
Certificate No. One (1)  
Issue Date: June 24, 2022  
Project: Village of Harrison 2022 Asphalt Street Resurfacing Program

This Is To Certify That, In Accordance With The Contract Documents Dated: May 9, 2022

NORTHEAST ASPHALT, INC.  
W6380 Design Drive  
PO Box 1667  
Greenville, WI 54942

Is Entitled To Partial Payment For Work Performed Through: June 1, 2022

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

Original Contract	<u>\$2,154,682.00</u>	Completed To Date	<u>\$356,860.46</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%	<u>\$17,843.02</u>
Current Contract Amount	<u>\$2,154,682.00</u>	Subtotal	<u>\$339,017.44</u>
		Previously Certified	<u>\$0.00</u>

**Amount Due This Payment: \$339,017.44**

Certified By:  
**McMAHON ASSOCIATES, INC.**  
**Neenah, Wisconsin**



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

Village of Harrison  
 2022 Asphalt Street Resurfacing Program  
 Schedule of Costs Based Upon As-Constructed Quantities  
 McM No. H0006-9-22-00223

A. Sunrise Meadows Subdivision:						Payment Certificate #1		
Item	Description	Bid Qty	Unit	Unit Cost	Bid Total	Qty	Total Cost	
1	Clearing and grubbing	1	L.S.	\$8,500.00	\$ 8,500.00	\$	-	
2	Remove existing culvert	2	EACH	\$1,350.00	\$ 2,700.00	\$	-	
3	Remove existing inlet	4	EACH	\$350.00	\$ 1,400.00	\$	-	
4	Remove existing storm sewer	275	L.F.	\$8.00	\$ 2,200.00	\$	-	
5	Remove existing concrete curb & gutter	2,300	L.F.	\$4.00	\$ 9,200.00	\$	-	
6	24-inch x 36-inch CMP-Arch culvert	136	L.F.	\$137.02	\$ 18,634.72	\$	-	
7	24-inch x 36-inch CMP-Arch culvert flared end section	4	EACH	\$479.24	\$ 1,916.96	\$	-	
8	15-inch storm sewer	255	L.F.	\$60.00	\$ 15,300.00	\$	-	
9	15-inch flared end section	1	EACH	\$1,025.00	\$ 1,025.00	\$	-	
10	12-inch storm sewer	31	L.F.	\$63.00	\$ 1,953.00	\$	-	
11	6-inch storm sewer	860	L.F.	\$38.00	\$ 32,680.00	\$	-	
12	6-inch storm sewer cleanout	9	EACH	\$610.00	\$ 5,490.00	\$	-	
13	4-inch storm sewer lateral	100	L.F.	\$35.00	\$ 3,500.00	\$	-	
14	4-inch storm sewer cleanout	8	EACH	\$405.00	\$ 3,240.00	\$	-	
15	Catch Basin	6	EACH	\$2,735.00	\$ 16,410.00	\$	-	
16	Inlet Reconstruction	10	EACH	\$950.00	\$ 9,500.00	\$	-	
17	Sanitary manhole reconstruction	20	EACH	\$615.00	\$ 12,300.00	\$	-	
18	30-inch concrete mountable curb & gutter	2,300	L.F.	\$74.00	\$ 170,200.00	\$	-	
19	Pulverize existing asphalt pavement	17,580	S.Y.	\$2.30	\$ 40,434.00	\$	-	
20	Excavation Below Subgrade (EBS)	850	C.Y.	\$15.00	\$ 12,750.00	\$	-	
21	Base aggregate dense, 3-inch for EBS areas	1,700	TONS	\$15.50	\$ 26,350.00	\$	-	
22	Type I Geogrid for EBS areas	1,700	S.Y.	\$3.00	\$ 5,100.00	\$	-	
23	Fine grading and compaction of aggregate base	17,580	S.Y.	\$1.25	\$ 21,975.00	\$	-	
24	2 1/4-inch HMA Pavement 3 LT 58-28S	2,390	TONS	\$69.00	\$ 164,910.00	\$	-	
25	1 3/4-inch HMA Pavement 4 LT 58-28S	1,860	TONS	\$75.00	\$ 139,500.00	\$	-	
26	Sawing asphalt (WDOT Item No. 690.0150)	130	L.F.	\$1.50	\$ 195.00	\$	-	
27	Sawing concrete (WDOT Item No. 690.0250)	850	L.F.	\$3.50	\$ 2,975.00	\$	-	
28	6-inch concrete driveway removal & replacement	200	S.Y.	\$84.41	\$ 16,882.00	\$	-	
29	Ditching	200	L.F.	\$7.11	\$ 1,422.00	\$	-	
30	Concrete ditch liner	3,000	S.F.	\$10.00	\$ 30,000.00	\$	-	
31	Ditch restoration	1,300	S.Y.	\$2.75	\$ 3,575.00	\$	-	
32	Lawn restoration	2,800	S.Y.	\$9.75	\$ 27,300.00	\$	-	
33	Contractor quality control testing	1	L.S.	\$2,825.00	\$ 2,825.00	\$	-	
					<b>Total A = \$</b>	<b>812,342.68</b>	<b>\$</b>	<b>-</b>



Village of Harrison  
2022 Asphalt Street Resurfacing Program  
Schedule of Costs Based Upon As-Constructed Quantities  
McM No. H0006-9-22-00223

B. Hoelzel Haven Subdivision						Payment Certificate #1		
Item	Description	Bid Qty	Unit	Unit Cost	Total Bid Cost	Qty	Total Cost	
1	Remove and replace concrete curb and gutter	20	L.F.	\$98.00	\$ 1,960.00		\$ -	
2	Remove and salvage existing culvert	62	EACH	\$700.00	\$ 43,400.00		\$ -	
3	12-inch storm sewer	153	L.F.	\$59.00	\$ 9,027.00		\$ -	
4	Catch basin	2	EACH	\$2,735.00	\$ 5,470.00		\$ -	
5	Yard drain	1	EACH	\$1,850.00	\$ 1,850.00		\$ -	
6	15-inch x 21-inch CMP-Arch culvert	147	L.F.	\$78.00	\$ 11,466.00		\$ -	
7	15-inch x 21-inch CMP-Arch flared end section	11	EACH	\$328.60	\$ 3,614.60		\$ -	
8	18-inch CMP culvert	1,300	L.F.	\$69.50	\$ 90,350.00		\$ -	
9	18-inch CMP flared end section	114	EACH	\$354.86	\$ 40,454.04		\$ -	
10	24-inch CMP culvert	138	L.F.	\$78.50	\$ 10,833.00		\$ -	
11	24-inch CMP flared end section	6	EACH	\$439.03	\$ 2,634.18		\$ -	
12	Install salvaged culvert	16	EACH	\$1,200.00	\$ 19,200.00		\$ -	
13	Ditching incl. placement of topsoil	7,900	L.F.	\$7.11	\$ 56,169.00		\$ -	
14	Sod for ditch flowline	1,760	S.Y.	\$8.00	\$ 14,080.00		\$ -	
15	Hydroseed, fertilizer and hydromulch	9,750	S.Y.	\$5.25	\$ 51,187.50		\$ -	
16	Seed Water	500	MGAL	\$1.00	\$ 500.00		\$ -	
17	Culvert Pipe Ditch Check	62	EACH	\$50.00	\$ 3,100.00		\$ -	
18	Pulverize existing asphalt pavement	14,200	S.Y.	\$2.30	\$ 32,660.00		\$ -	
19	Excavation Below Subgrade (EBS)	2,000	C.Y.	\$15.00	\$ 30,000.00		\$ -	
20	Base aggregate dense, 3-inch for EBS areas	4,000	TONS	\$15.50	\$ 62,000.00		\$ -	
21	Type I Geogrid for EBS areas	3,500	S.Y.	\$3.00	\$ 10,500.00		\$ -	
22	Sanitary manhole reconstruction	15	EACH	\$615.00	\$ 9,225.00		\$ -	
23	Fine grading and compaction of aggregate base	16,200	S.Y.	\$1.25	\$ 20,250.00		\$ -	
24	2 1/4-inch HMA Pavement 3 LT 58-28S	1,950	TONS	\$69.00	\$ 134,550.00		\$ -	
25	1 3/4-inch HMA Pavement 4 LT 58-28S	1,490	TONS	\$75.00	\$ 111,750.00		\$ -	
26	Sawing asphalt (WDOT Item No. 690.0150)	1,450	L.F.	\$1.50	\$ 2,175.00		\$ -	
27	Sawing concrete (WDOT Item No. 690.0250)	80	L.F.	\$3.50	\$ 280.00		\$ -	
28	Base aggregate dense, 1 1/4-inch for driveways	800	TONS	\$15.50	\$ 12,400.00		\$ -	
29	3-inch HMA Driveway Pavement	33,000	S.F.	\$3.00	\$ 99,000.00		\$ -	
30	Paved driveway slopes	100	EACH	\$140.00	\$ 14,000.00		\$ -	
31	Contractor quality control testing	1	L.S.	\$2,825.00	\$ 2,825.00		\$ -	
32	Traffic control	1	L.S.	\$5,950.00	\$ 5,950.00	0.5	\$ 2,975.00	
					<b>Total B = \$</b>	<b>912,860.32</b>	<b>\$</b>	<b>2,975.00</b>

Village of Harrison  
2022 Asphalt Street Resurfacing Program  
Schedule of Costs Based Upon As-Constructed Quantities  
McM No. H0006-9-22-00223

C. Lakeview Court						Payment Certificate #1		
Item	Description	Quantity	Unit	Unit Cost	Total Cost	Qty	Total Cost	
1	Pulverize existing asphalt pavement	6,300	S.Y.	\$2.40	\$ 15,120.00	6,300	\$ 15,120.00	
2	Excavation Below Subgrade (EBS)	300	C.Y.	\$15.00	\$ 4,500.00	92.7	\$ 1,390.50	
3	Base aggregate dense, 3-inch for EBS areas	600	TONS	\$15.50	\$ 9,300.00	148.95	\$ 2,308.73	
4	Type I Geogrid for EBS areas	600	S.Y.	\$3.00	\$ 1,800.00	278.22	\$ 834.66	
5	Sanitary manhole reconstruction	2	EACH	\$615.00	\$ 1,230.00	2	\$ 1,230.00	
6	Fine grading and compaction of aggregate base	7,400	S.Y.	\$1.80	\$ 13,320.00	6,705	\$ 12,069.00	
7	2 1/4-inch HMA Pavement 3 LT 58-28S	850	TONS	\$70.85	\$ 60,222.50	757.62	\$ 53,677.38	
8	1 3/4-inch HMA Pavement 4 LT 58-28S	660	TONS	\$78.00	\$ 51,480.00	587.40	\$ 45,817.20	
9	Sawing asphalt (WDOT Item No. 690.0150)	500	L.F.	\$1.50	\$ 750.00	411	\$ 616.50	
10	3-inch HMA Driveway Pavement	3,450	S.F.	\$3.10	\$ 10,695.00	3,984	\$ 12,350.40	
11	Contractor quality control testing	1	L.S.	\$2,825.00	\$ 2,825.00	1	\$ 2,825.00	
					<b>Total C = \$</b>	<b>171,242.50</b>	<b>\$</b>	<b>148,239.36</b>

D. Firelane 8						Payment Certificate #1		
Item	Description	Quantity	Unit	Unit Cost	Total Cost	Qty	Total Cost	
1	Pulverize existing asphalt pavement	4,400	S.Y.	\$2.40	\$ 10,560.00	4,400	\$ 10,560.00	
2	Excavation Below Subgrade (EBS)	250	C.Y.	\$15.00	\$ 3,750.00	0	\$ -	
3	Base aggregate dense, 3-inch for EBS areas	500	TONS	\$15.50	\$ 7,750.00	0	\$ -	
4	Type I Geogrid for EBS areas	500	S.Y.	\$3.00	\$ 1,500.00	0	\$ -	
5	Sanitary manhole reconstruction	7	EACH	\$615.00	\$ 4,305.00	7	\$ 4,305.00	
6	Fine grading and compaction of aggregate base	5,320	S.Y.	\$1.85	\$ 9,842.00	5,200	\$ 9,620.00	
7	2 1/4-inch HMA Pavement 3 LT 58-28S	600	TONS	\$70.85	\$ 42,510.00	508.93	\$ 36,057.69	
8	1 3/4-inch HMA Pavement 4 LT 58-28S	465	TONS	\$78.00	\$ 36,270.00	434.64	\$ 33,901.92	
9	Sawing asphalt (WDOT Item No. 690.0150)	550	L.F.	\$1.50	\$ 825.00	509	\$ 763.50	
10	3-inch HMA Driveway Pavement	2,200	S.F.	\$3.10	\$ 6,820.00	3,264	\$ 10,118.40	
11	Contractor quality control testing	1	L.S.	\$2,825.00	\$ 2,825.00	1	\$ 2,825.00	
					<b>Total D = \$</b>	<b>126,957.00</b>	<b>\$</b>	<b>108,151.51</b>

E. Ravine Court						Payment Certificate #1		
Item	Description	Quantity	Unit	Unit Cost	Total Cost	Qty	Total Cost	
1	Pulverize existing asphalt pavement	3,400	S.Y.	\$2.40	\$ 8,160.00	3,400	\$ 8,160.00	
2	Excavation Below Subgrade (EBS)	100	C.Y.	\$15.00	\$ 1,500.00	0	\$ -	
3	Base aggregate dense, 3-inch for EBS areas	200	TONS	\$15.50	\$ 3,100.00	0	\$ -	
4	Type I Geogrid for EBS areas	200	S.Y.	\$3.00	\$ 600.00	0	\$ -	
5	Sanitary manhole reconstruction	5	EACH	\$615.00	\$ 3,075.00	3	\$ 1,845.00	
6	Fine grading and compaction of aggregate base	3,900	S.Y.	\$1.80	\$ 7,020.00	3,900	\$ 7,020.00	
7	2 1/4-inch HMA Pavement 3 LT 58-28S	460	TONS	\$70.85	\$ 32,591.00	429.34	\$ 30,418.74	
8	1 3/4-inch HMA Pavement 4 LT 58-28S	360	TONS	\$78.00	\$ 28,080.00	334.80	\$ 26,114.40	
9	Sawing asphalt (WDOT Item No. 690.0150)	380	L.F.	\$1.50	\$ 570.00	372	\$ 558.00	
10	3-inch HMA Driveway Pavement	2,800	S.F.	\$3.10	\$ 8,680.00	3,324	\$ 10,304.40	
11	Contractor quality control testing	1	L.S.	\$2,825.00	\$ 2,825.00	1	\$ 2,825.00	
					<b>Total E = \$</b>	<b>96,201.00</b>	<b>\$</b>	<b>87,245.54</b>

**Total (A through E) = \$ 2,119,603.50 \$ 346,611.41**

Village of Harrison  
 2022 Asphalt Street Resurfacing Program  
 Schedule of Costs Based Upon As-Constructed Quantities  
 McM No. H0006-9-22-00223

**Supplemental Bid #1 - Harrison Utility District Driveway Apron Paving**

Item	Description	Quantity	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Qty	Total Cost
1	Fine grading and compaction of aggregate base	1,400	S.F.	\$0.75	\$ 1,050.00	1,400	\$ 1,050.00
2	2 1/4-inch HMA Pavement 3 LT 58-28S	25	TONS	\$114.50	\$ 2,862.50		\$ -
3	1 3/4-inch HMA Pavement 4 LT 58-28S	20	TONS	\$121.75	\$ 2,435.00	35	\$ 4,261.25
<b>Total Supplemental Bid #1 = \$</b>						<b>6,347.50</b>	<b>\$ 5,311.25</b>

**Supplemental Bid #2 - Darboy Community Park West Basketball Court Paving**

Item	Description	Quantity	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Qty	Total Cost
1	Remove existing asphalt pavement	460	S.Y.	\$2.65	\$ 1,219.00		\$ -
2	Fine grading and compaction of aggregate base	460	S.Y.	\$2.90	\$ 1,334.00		\$ -
3	1 3/4-inch HMA Pavement 3 LT 58-28S	50	TONS	\$114.50	\$ 5,725.00		\$ -
4	1 3/4-inch HMA Pavement 4 LT 58-28S	50	TONS	\$121.75	\$ 6,087.50		\$ -
<b>Total Supplemental Bid #2 = \$</b>						<b>14,365.50</b>	<b>\$ -</b>

**Supplemental Bid #3 - Darboy Community Park East Basketball Court Paving**

Item	Description	Quantity	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Qty	Total Cost
1	Remove existing asphalt pavement	460	S.Y.	\$2.65	\$ 1,219.00		\$ -
2	Fine grading and compaction of aggregate base	460	S.Y.	\$2.90	\$ 1,334.00		\$ -
3	1 3/4-inch HMA Pavement 3 LT 58-28S	50	TONS	\$114.50	\$ 5,725.00		\$ -
4	1 3/4-inch HMA Pavement 4 LT 58-28S	50	TONS	\$121.75	\$ 6,087.50		\$ -
<b>Total Supplemental Bid #3 = \$</b>						<b>14,365.50</b>	<b>\$ -</b>

**Change Order Items:**

Item	Description	Quantity	Unit	Unit Cost	Total Cost	Payment Certificate #1	
						Qty	Total Cost
1.1	Replacement Sanitary MH Frames & Lids (Harrison Utilities)		EACH	\$446.06	\$ -	5	\$ 2,230.30
1.2	Remove Existing Culvert & Install New Culvert (Firelane 8)		L.S.	\$2,707.50	\$ -	1	\$ 2,707.50
<b>Total Change Order Items = \$</b>						<b>-</b>	<b>\$ 4,937.80</b>

**Total Contract = \$ 2,154,682.00**

<b>Completed to Date =</b>	<b>\$ 356,860.46</b>
<b>Project Retainage = 5%</b>	<b>\$ 17,843.02</b>
<b>Subtotal =</b>	<b>\$ 339,017.44</b>
<b>Previously Certified =</b>	<b>\$ -</b>
<b>Amount Due this Payment =</b>	<b>\$ 339,017.44</b>



McMahon Associates, Inc.  
1445 McMahon Drive P.O. Box 1025  
Neenah, WI 54956 Neenah, WI 54957-1025  
Telephone: (920)751-4200  
FAX: (920)751-4284

# APPLICATION FOR PAYMENT

(Owner)

PROJECT: V/O Harrison 2022 Street Resurfacing Program  
CONTRACTOR: Northeast Asphalt, Inc.  
Contract No.: H0006-09-22-00223  
Project No.: 709343  
Application No.: 1  
Application Date: 6/16/22  
Period From: 5/4/22 To: 6/1/22

Application Is Made For Payment In Connection With The Above Contract.  
The following documents are attached:

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

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

Original Contract	<u>\$ 2,154,682.00</u>	Completed To Date	<u>\$ 351,922.67</u>
Net Change Orders	<u>\$ 0.00</u>	Retainage <sup>5</sup> %	<u>\$ 17,596.13</u>
Current Contract Amount	<u>\$ 2,154,682.00</u>	Subtotal	<u>\$ 334,326.54</u>
		Previous Applications	<u>\$ 0.00</u>

**Amount Due This Application: \$ 334,326.54**

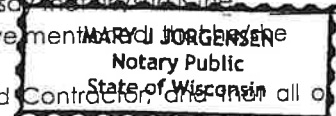
The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred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

Dated June 17<sup>th</sup> 20 22 Northeast Asphalt, Inc. \_\_\_\_\_  
(contractor) ds  
MLW

By Taylor Tauer \_\_\_\_\_  
(name & title)

COUNTY OF Outagamie }  
STATE OF Wisconsin } ss

Before me on this 17<sup>th</sup> day of June 20 22 personally appeared Taylor Tauer  
known to me, who being duly sworn, did depose and say that he/she is the  
Agent \_\_\_\_\_ of the Contractor above mentioned.



executed the above Application For Payment and statement on behalf of said Contractor, and the statements contained therein are true, correct and complete.

My Commission Expires: 3-3-2023 Mary Jorgensen  
(Notary Public)

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract): ASPHALT PAVING		Application Number: 1						
Application Period: 5/16/22 - 6/19/22		Application Date: 6/23/2022						
		Work Completed		E	F		G	
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
A-1	CLEARING AND GRUBBING	\$ 8,500.00	\$ -			\$ -		\$ 8,500.00
A-2	REMOVE EXISTING CULVERT	\$ 2,700.00				\$ -		\$ 2,700.00
A-3	REMOVE EXISTING INLET	\$ 1,400.00				\$ -		\$ 1,400.00
A-4	REMOVE EXISTING STORM SEWER	\$ 2,200.00				\$ -		\$ 2,200.00
A-5	REMOVE EXISTING CONCRETE CURB & GUTTER	\$ 9,200.00				\$ -		\$ 9,200.00
A-6	24" X 36" CMP-ARCH CULVERT	\$ 18,634.72				\$ -		\$ 18,634.72
A-7	24" X 36" CMP-ARCH CULVERT FLARED END SECTION	\$ 1,916.96				\$ -		\$ 1,916.96
A-8	15" STORM SEWER	\$ 15,300.00				\$ -		\$ 15,300.00
A-9	15" FLARED END SECIION	\$ 1,025.00				\$ -		\$ 1,025.00
A-10	12" STORM SEWER	\$ 1,953.00				\$ -		\$ 1,953.00
A-11	6" STORM SEWER	\$ 32,680.00				\$ -		\$ 32,680.00
A-12	6" STORM SEWER CLEAN OUT	\$ 5,490.00				\$ -		\$ 5,490.00
A-13	4" STORM SEWER LATERAL	\$ 3,500.00				\$ -		\$ 3,500.00
A-14	4" STORM SEWER CLEAN OUT	\$ 3,240.00				\$ -		\$ 3,240.00
A-15	CATCH BASIN	\$ 16,410.00				\$ -		\$ 16,410.00
A-16	INLET RECONSTRUCTION	\$ 9,500.00				\$ -		\$ 9,500.00
A-17	SANITARY MH RECONSTRUCTION	\$ 12,300.00				\$ -		\$ 12,300.00
A-18	30" CONCRETE MOUNTABLE CURB & GUTTER	\$ 170,200.00				\$ -		\$ 170,200.00
A-19	PULVER EXISITNG ASPHALT PAVEMENT	\$ 40,434.00				\$ -		\$ 40,434.00
A-20	EBS	\$ 12,750.00				\$ -		\$ 12,750.00
A-21	BASE AGGREGATE DENSE 3"	\$ 26,350.00				\$ -		\$ 26,350.00
A-22	TYPE I GEO GRID FOR EBS	\$ 5,100.00				\$ -		\$ 5,100.00
A-23	FINE GRADE & COMPACTION	\$ 21,975.00				\$ -		\$ 21,975.00
A-24	2.25" HMA 3LT	\$ 164,910.00				\$ -		\$ 164,910.00
A-25	1.75" HMA 4 LT	\$ 139,500.00				\$ -		\$ 139,500.00
A-26	SAWING ASPHALT	\$ 195.00				\$ -		\$ 195.00
A-27	SAWING CONCRETE	\$ 2,975.00				\$ -		\$ 2,975.00
A-28	6" CONCRETE DWY REMOVE & REPLACE	\$ 16,882.00				\$ -		\$ 16,882.00
A-29	DITCHING	\$ 1,422.00				\$ -		\$ 1,422.00
A-30	CONCRETE DITCH LINER	\$ 30,000.00				\$ -		\$ 30,000.00
A-31	DITCH RESTORATION	\$ 3,575.00				\$ -		\$ 3,575.00
A-32	LAWN RESTORATION	\$ 27,300.00				\$ -		\$ 27,300.00
A-33	CONTRACTOR QUALITY CONTROL TESTING	\$ 2,825.00				\$ -		\$ 2,825.00
B-1	REMOVE & REPLACE CONCRETE CURB & GUTTER	\$ 1,960.00				\$ -		\$ 1,960.00
B-2	REMOVE AND SALVAGE EXISTING CULVERT	\$ 43,400.00				\$ -		\$ 43,400.00

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): ASPHALT PAVING						Application Number: 1					
Application Period: 5/16/22 - 6/19/22						Application Date: 6/23/2022					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
A-1	CLEARING AND GRUBBING	1.000	LS	\$ 8,500.00	\$ 8,500.00		\$ -	\$ -		\$ 8,500.00	
A-2	REMOVE EXISTING CULVERT	2.000	EA	\$ 1,350.00	\$ 2,700.00		\$ -	\$ -		\$ 2,700.00	
A-3	REMOVE EXISTING INLET	4.000	EA	\$ 350.00	\$ 1,400.00		\$ -	\$ -		\$ 1,400.00	
A-4	REMOVE EXISTING STORM SEWER	275.000	LF	\$ 8.00	\$ 2,200.00		\$ -	\$ -		\$ 2,200.00	
A-5	REMOVE EXISTING CONCRETE CURB & GUTTER	2,300.000	LF	\$ 4.00	\$ 9,200.00		\$ -	\$ -		\$ 9,200.00	
A-6	24" X 36" CMP-ARCH CULVERT	136.000	LF	\$ 137.02	\$ 18,634.72		\$ -	\$ -		\$ 18,634.72	
A-7	24" X 36" CMP-ARCH CULVERT FLARED END SECTION	4.000	EA	\$ 479.24	\$ 1,916.96		\$ -	\$ -		\$ 1,916.96	
A-8	15" STORM SEWER	255.000	LF	\$ 60.00	\$ 15,300.00		\$ -	\$ -		\$ 15,300.00	
A-9	15" FLARED END SECTION	1.000	EA	\$ 1,025.00	\$ 1,025.00		\$ -	\$ -		\$ 1,025.00	
A-10	12" STORM SEWER	31.000	LF	\$ 63.00	\$ 1,953.00		\$ -	\$ -		\$ 1,953.00	
A-11	6" STORM SEWER	860.000	LF	\$ 38.00	\$ 32,680.00		\$ -	\$ -		\$ 32,680.00	
A-12	6" STORM SEWER CLEAN OUT	9.000	EA	\$ 610.00	\$ 5,490.00		\$ -	\$ -		\$ 5,490.00	
A-13	4" STORM SEWER LATERAL	100.000	LF	\$ 35.00	\$ 3,500.00		\$ -	\$ -		\$ 3,500.00	
A-14	4" STORM SEWER CLEAN OUT	8.000	EA	\$ 405.00	\$ 3,240.00		\$ -	\$ -		\$ 3,240.00	
A-15	CATCH BASIN	6.000	EA	\$ 2,735.00	\$ 16,410.00		\$ -	\$ -		\$ 16,410.00	
A-16	INLET RECONSTRUCTION	10.000	EA	\$ 950.00	\$ 9,500.00		\$ -	\$ -		\$ 9,500.00	
A-17	SANITARY MH RECONSTRUCTION	20.000	EA	\$ 615.00	\$ 12,300.00		\$ -	\$ -		\$ 12,300.00	
A-18	30" CONCRETE MOUNTABLE CURB & GUTTER	2,300.000	LF	\$ 74.00	\$ 170,200.00		\$ -	\$ -		\$ 170,200.00	
A-19	PULVER EXISTING ASPHALT PAVEMENT	17,580.000	SY	\$ 2.30	\$ 40,434.00		\$ -	\$ -		\$ 40,434.00	
A-20	EBS	850.000	CY	\$ 15.00	\$ 12,750.00		\$ -	\$ -		\$ 12,750.00	
A-21	BASE AGGREGATE DENSE 3"	1,700.000	TN	\$ 15.50	\$ 26,350.00		\$ -	\$ -		\$ 26,350.00	
A-22	TYPE I GEO GRID FOR EBS	1,700.000	SY	\$ 3.00	\$ 5,100.00		\$ -	\$ -		\$ 5,100.00	
A-23	FINE GRADE & COMPACTION	17,580.000	SY	\$ 1.25	\$ 21,975.00		\$ -	\$ -		\$ 21,975.00	
A-24	2.25" HMA 3LT	2,390.000	TN	\$ 69.00	\$ 164,910.00		\$ -	\$ -		\$ 164,910.00	
A-25	1.75" HMA 4 LT	1,860.000	TN	\$ 75.00	\$ 139,500.00		\$ -	\$ -		\$ 139,500.00	
A-26	SAWING ASPHALT	130.000	LF	\$ 1.50	\$ 195.00		\$ -	\$ -		\$ 195.00	
A-27	SAWING CONCRETE	850.000	LF	\$ 3.50	\$ 2,975.00		\$ -	\$ -		\$ 2,975.00	
A-28	6" CONCRETE DWY REMOVE & REPLACE	200.000	SY	\$ 84.41	\$ 16,882.00		\$ -	\$ -		\$ 16,882.00	
A-29	DITCHING	200.000	LF	\$ 7.11	\$ 1,422.00		\$ -	\$ -		\$ 1,422.00	
A-30	CONCRETE DITCH LINER	3,000.000	SF	\$ 10.00	\$ 30,000.00		\$ -	\$ -		\$ 30,000.00	
A-31	DITCH RESTORATION	1,300.000	SY	\$ 2.75	\$ 3,575.00		\$ -	\$ -		\$ 3,575.00	
A-32	LAWN RESTORATION	2,800.000	SY	\$ 9.75	\$ 27,300.00		\$ -	\$ -		\$ 27,300.00	
A-33	CONTRACTOR QUALITY CONTROL TESTING	1.000	LS	\$ 2,825.00	\$ 2,825.00		\$ -	\$ -		\$ 2,825.00	
B-1	REMOVE & REPLACE CONCRETE CURB & GUTTER	20.000	LF	\$ 98.00	\$ 1,960.00		\$ -	\$ -		\$ 1,960.00	
B-2	REMOVE AND SALVAGE EXISTING CULVERT	62.000	EA	\$ 700.00	\$ 43,400.00		\$ -	\$ -		\$ 43,400.00	
B-3	12" STORM SEWER	153.000	LF	\$ 59.00	\$ 9,027.00		\$ -	\$ -		\$ 9,027.00	

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): ASPHALT PAVING						Application Number: 1					
Application Period: 5/16/22 - 6/19/22						Application Date: 6/23/2022					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
B-4	CATCH BASIN	2.000	EA	\$ 2,735.00	\$ 5,470.00		\$ -	\$ -		\$ 5,470.00	
B-5	YARD DRAIN	1.000	EA	\$ 1,850.00	\$ 1,850.00		\$ -	\$ -		\$ 1,850.00	
B-6	15" X 21" CMP-ARCH CULVERT	147.000	LF	\$ 78.00	\$ 11,466.00		\$ -	\$ -		\$ 11,466.00	
B-7	15" X 21" CMP-ARCH FLARED END SECTION	11.000	EA	\$ 328.60	\$ 3,614.60		\$ -	\$ -		\$ 3,614.60	
B-8	18" CMP CULVERT	1,300.000	LF	\$ 69.50	\$ 90,350.00		\$ -	\$ -		\$ 90,350.00	
B-9	18" CMP FLARED END SECTION	114.000	EA	\$ 354.86	\$ 40,454.04		\$ -	\$ -		\$ 40,454.04	
B-10	24" CMP CULVERT	138.000	LF	\$ 78.50	\$ 10,833.00		\$ -	\$ -		\$ 10,833.00	
B-11	24" CMP FLARED END SECTION	6.000	EA	\$ 439.03	\$ 2,634.18		\$ -	\$ -		\$ 2,634.18	
B-12	INSTALL SALVAGED CULVERT	16.000	EA	\$ 1,200.00	\$ 19,200.00		\$ -	\$ -		\$ 19,200.00	
B-13	DITCHING INCLUDED PLACEMENT OF TOPSOIL	7,900.000	LF	\$ 7.11	\$ 56,169.00		\$ -	\$ -		\$ 56,169.00	
B-14	SOD FOR DITCH FLOWLINE	1,760.000	SY	\$ 8.00	\$ 14,080.00		\$ -	\$ -		\$ 14,080.00	
B-15	HYDROSEED, FERTILIZER AND HYDROMULCH	9,750.000	SY	\$ 5.25	\$ 51,187.50		\$ -	\$ -		\$ 51,187.50	
B-16	SEED WATER	500.000	GA	\$ 1.00	\$ 500.00		\$ -	\$ -		\$ 500.00	
B-17	CULVERT PIPE DITCH CHECK	62.000	EA	\$ 50.00	\$ 3,100.00		\$ -	\$ -		\$ 3,100.00	
B-18	PULVERIZE EXISTING ASPHALT	14,200.000	SY	\$ 2.30	\$ 32,660.00		\$ -	\$ -		\$ 32,660.00	
B-19	EBS	2,000.000	CY	\$ 15.00	\$ 30,000.00		\$ -	\$ -		\$ 30,000.00	
B-20	BASE AGGREGATE DENSE 3"	4,000.000	TN	\$ 15.50	\$ 62,000.00		\$ -	\$ -		\$ 62,000.00	
B-21	TYPE I GEO GRID FOR EBS	3,500.000	SY	\$ 3.00	\$ 10,500.00		\$ -	\$ -		\$ 10,500.00	
B-22	SANITARY MH RECONSTRUCTION	15.000	EA	\$ 615.00	\$ 9,225.00		\$ -	\$ -		\$ 9,225.00	
B-23	FINE GRADE & COMPACTION	16,200.000	SY	\$ 1.25	\$ 20,250.00		\$ -	\$ -		\$ 20,250.00	
B-24	2.25" HMA 3LT	1,950.000	TN	\$ 69.00	\$ 134,550.00		\$ -	\$ -		\$ 134,550.00	
B-25	1.75" HMA 4 LT	1,490.000	TN	\$ 75.00	\$ 111,750.00		\$ -	\$ -		\$ 111,750.00	
B-26	SAWING ASPHALT	1,450.000	LF	\$ 1.50	\$ 2,175.00		\$ -	\$ -		\$ 2,175.00	
B-27	SAWING CONCRETE	80.000	LF	\$ 3.50	\$ 280.00		\$ -	\$ -		\$ 280.00	
B-28	BASE AGGREGATE DENSE 1.25" FOR DWY APRONS	800.000	TN	\$ 15.50	\$ 12,400.00		\$ -	\$ -		\$ 12,400.00	
B-29	3" HMA DRIVEWAY PAVEMENT	33,000.000	SF	\$ 3.00	\$ 99,000.00		\$ -	\$ -		\$ 99,000.00	
B-30	DRIVEWAY APRON SLOPE PAVING	100.000	EA	\$ 140.00	\$ 14,000.00		\$ -	\$ -		\$ 14,000.00	
B-31	CONTRACTOR QUALITY CONTROL TESTING	1.000	LS	\$ 2,825.00	\$ 2,825.00		\$ -	\$ -		\$ 2,825.00	
B-32	TRAFFIC CONTROL	1.000	LS	\$ 5,950.00	\$ 5,950.00	\$ 0.50	\$ 2,975.00	\$ 2,975.00	0.5	\$ 2,975.00	
C-1	PULVERIZE EXISTING ASPHALT	6,300.000	SY	\$ 2.40	\$ 15,120.00	\$ 6,300.00	\$ 15,120.00	\$ 15,120.00	1	\$ -	
C-2	EBS	300.000	CY	\$ 15.00	\$ 4,500.00	\$ 92.70	\$ 1,390.50	\$ 1,390.50	0.309	\$ 3,109.50	
C-3	BASE AGGREGATE DENSE 3"	600.000	TN	\$ 15.50	\$ 9,300.00	\$ 148.95	\$ 2,308.73	\$ 2,308.73	0.24825	\$ 6,991.28	
C-4	TYPE I GEO GRID FOR EBS	600.000	SY	\$ 3.00	\$ 1,800.00	\$ 278.22	\$ 834.66	\$ 834.66	0.4637	\$ 965.34	
C-5	SANITARY MH RECONSTRUCTION	2.000	EA	\$ 615.00	\$ 1,230.00	\$ 2.00	\$ 1,230.00	\$ 1,230.00	1	\$ -	
C-6	FINE GRADE & COMPACTION	7,400.000	SY	\$ 1.80	\$ 13,320.00	\$ 6,705.00	\$ 12,069.00	\$ 12,069.00	0.906081	\$ 1,251.00	
C-7	2.25" HMA 3LT	850.000	TN	\$ 70.85	\$ 60,222.50	\$ 757.62	\$ 53,677.38	\$ 53,677.38	0.891318	\$ 6,545.12	
C-8	1.75" HMA 4 LT	660.000	TN	\$ 78.00	\$ 51,480.00	\$ 587.40	\$ 45,817.20	\$ 45,817.20	0.89	\$ 5,662.80	

**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): ASPHALT PAVING						Application Number: 1					
Application Period: 5/16/22 - 6/19/22						Application Date: 6/23/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
C-9	SAWING ASPHALT	500.000	LF	\$ 1.50	\$ 750.00	\$ 411.00	\$ 616.50		\$ 616.50	0.822	\$ 133.50
C-10	3" HMA DRIVEWAY PAVEMENT	3,450.000	SF	\$ 3.10	\$ 10,695.00	\$ 3,984.00	\$ 12,350.40		\$ 12,350.40	1.154783	\$ (1,655.40)
C-11	CONTRACTOR QUALITY CONTROL TESTING	1.000	LS	\$ 2,825.00	\$ 2,825.00	\$ 1.00	\$ 2,825.00		\$ 2,825.00	1	\$ -
D-1	PULVERIZE EXISITING ASPHALT	4,400.000	SY	\$ 2.40	\$ 10,560.00	\$ 4,400.00	\$ 10,560.00		\$ 10,560.00	1	\$ -
D-2	EBS	250.000	CY	\$ 15.00	\$ 3,750.00		\$ -		\$ -		\$ 3,750.00
D-3	BASE AGGREGATE DENSE 3"	500.000	TN	\$ 15.50	\$ 7,750.00		\$ -		\$ -		\$ 7,750.00
D-4	TYPE I GEO GRID FOR EBS	500.000	SY	\$ 3.00	\$ 1,500.00		\$ -		\$ -		\$ 1,500.00
D-5	SANITARY MH RECONSTRUCTION	7.000	EA	\$ 615.00	\$ 4,305.00	\$ 7.00	\$ 4,305.00		\$ 4,305.00	1	\$ -
D-6	FINE GRADE & COMPACTION	5,320.000	SY	\$ 1.85	\$ 9,842.00	\$ 5,200.00	\$ 9,620.00		\$ 9,620.00	0.977444	\$ 222.00
D-7	2.25" HMA 3LT	600.000	TN	\$ 70.85	\$ 42,510.00	\$ 508.93	\$ 36,057.69		\$ 36,057.69	0.848217	\$ 6,452.31
D-8	1.75" HMA 4 LT	465.000	TN	\$ 78.00	\$ 36,270.00	\$ 434.64	\$ 33,901.92		\$ 33,901.92	0.93471	\$ 2,368.08
D-9	SAWING ASPHALT	550.000	LF	\$ 1.50	\$ 825.00	\$ 509.00	\$ 763.50		\$ 763.50	0.925455	\$ 61.50
D-10	3" HMA DRIVEWAY PAVEMENT	2,200.000	SF	\$ 3.10	\$ 6,820.00	\$ 3,264.00	\$ 10,118.40		\$ 10,118.40	1.483636	\$ (3,298.40)
D-11	CONTRACTOR QUALITY CONTROL TESTING	1.000	LS	\$ 2,825.00	\$ 2,825.00	\$ 1.00	\$ 2,825.00		\$ 2,825.00	1	\$ -
E-1	PULVERIZE EXISITING ASPHALT	3,400.000	SY	\$ 2.40	\$ 8,160.00	\$ 3,400.00	\$ 8,160.00		\$ 8,160.00	1	\$ -
E-2	EBS	100.000	CY	\$ 15.00	\$ 1,500.00		\$ -		\$ -		\$ 1,500.00
E-3	BASE AGGREGATE DENSE 3"	200.000	TN	\$ 15.50	\$ 3,100.00		\$ -		\$ -		\$ 3,100.00
E-4	TYPE I GEO GRID FOR EBS	200.000	SY	\$ 3.00	\$ 600.00		\$ -		\$ -		\$ 600.00
E-5	SANITARY MH RECONSTRUCTION	5.000	EA	\$ 615.00	\$ 3,075.00	\$ 3.00	\$ 1,845.00		\$ 1,845.00	0.6	\$ 1,230.00
E-6	FINE GRADE & COMPACTION	3,900.000	SY	\$ 1.80	\$ 7,020.00	\$ 3,900.00	\$ 7,020.00		\$ 7,020.00	1	\$ -
E-7	2.25" HMA 3LT	460.000	TN	\$ 70.85	\$ 32,591.00	\$ 429.34	\$ 30,418.74		\$ 30,418.74	0.933348	\$ 2,172.26
E-8	1.75" HMA 4 LT	360.000	TN	\$ 78.00	\$ 28,080.00	\$ 334.80	\$ 26,114.40		\$ 26,114.40	0.93	\$ 1,965.60
E-9	SAWING ASPHALT	380.000	LF	\$ 1.50	\$ 570.00	\$ 372.00	\$ 558.00		\$ 558.00	0.978947	\$ 12.00
E-10	3" HMA DRIVEWAY PAVEMENT	2,800.000	SF	\$ 3.10	\$ 8,680.00	\$ 3,324.00	\$ 10,304.40		\$ 10,304.40	1.187143	\$ (1,624.40)
E-11	CONTRACTOR QUALITY CONTROL TESTING	1.000	LS	\$ 2,825.00	\$ 2,825.00	\$ 1.00	\$ 2,825.00		\$ 2,825.00	1	\$ -
1-1	FINE GRADE & COMPACTION	1,400.000	SF	\$ 0.75	\$ 1,050.00	\$ 1,400.00	\$ 1,050.00		\$ 1,050.00	1	\$ -
1-2	2.25" HMA 3LT	25.000	TN	\$ 114.50	\$ 2,862.50		\$ -		\$ -		\$ 2,862.50
1-3	1.75" HMA 4 LT	20.000	TN	\$ 121.75	\$ 2,435.00	\$ 35.00	\$ 4,261.25		\$ 4,261.25	1.75	\$ (1,826.25)
2-1	REMOVE EXISTING ASPHALT PAVEMENT	460.000	SY	\$ 2.65	\$ 1,219.00		\$ -		\$ -		\$ 1,219.00
2-2	FINE GRADE & COMPACTION	460.000	SY	\$ 2.90	\$ 1,334.00		\$ -		\$ -		\$ 1,334.00
2-3	1.75" HMA 3 LT	50.000	TN	\$ 114.50	\$ 5,725.00		\$ -		\$ -		\$ 5,725.00
2-4	1.75" HMA 4 LT	50.000	TN	\$ 121.75	\$ 6,087.50		\$ -		\$ -		\$ 6,087.50
3-1	REMOVE EXISTING ASPHALT PAVEMENT	460.000	SY	\$ 2.65	\$ 1,219.00		\$ -		\$ -		\$ 1,219.00
3-2	FINE GRADE & COMPACTION	460.000	SY	\$ 2.90	\$ 1,334.00		\$ -		\$ -		\$ 1,334.00
3-3	1.75" HMA 3 LT	50.000	TN	\$ 114.50	\$ 5,725.00		\$ -		\$ -		\$ 5,725.00
3-4	1.75" HMA 4 LT	50.000	TN	\$ 121.75	\$ 6,087.50		\$ -		\$ -		\$ 6,087.50
1000	CM1 - MANHOLES & LIDS	1.000	LS	\$ -	\$ -		\$ -		\$ -	#DIV/0!	\$ -



**Progress Estimate - Unit Price Work**

**Contractor's Application**

For (Contract): ASPHALT PAVING						Application Number: 1					
Application Period: 5/16/22 - 6/19/22						Application Date: 6/23/2022					
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1001	CM2- FIRELANE 8 HILLTOP INVOICE	1.000	LS	\$ -	\$ -		\$ -	\$ -	#DIV/0!	\$ -	
<b>TOTAL</b>					<b>\$ 2,154,682.00</b>		<b>\$ 351,922.66</b>		<b>\$351,922.66</b>	<b>\$1,802,759.34</b>	

# Stored Material Summary

# Contractor's Application

For (Contract): ASPHALT PAVING						Application Number: 1					
Application Period: 5/16/22 - 6/19/22						Application Date: 6/23/2022					
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/ Year)	Amount (\$)	
				N/A							
<b>Totals</b>											

---

**VILLAGE BOARD MEETING**

---

**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

---

**Title:**

Luniak Meadows Development Agreement Addendum #1

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**Issue:**

Should the Village Board approve Addendum #1 to the Luniak Meadows Subdivision Development Agreement in order to address issues related to street construction and change timeline for temporary asphalt pavement?

---

**Background and Additional Information:**

A portion of Touchdown Drive (generally south of Tony's Way) cannot meet Village specifications for roadway construction (sub grade and gravel and temporary asphalt binder) due to the depth of the utilities. As of the date of this memo, this portion of roadway has not passed the proof roll test. The remaining streets within the subdivision meet Village specifications for construction. The Subdivider wishes to develop the lots adjacent to the streets that meet Village specifications. The Development Agreement requires streets to have the temporary asphalt binder installed prior to permit issuance. Allowing more time for backfill in Touchdown Drive to settle prior to installing the temporary asphalt binder is in the best interest of the Subdivider and the Village. The Developer desires to avoid having to pay the asphalt contractor for coming to the subdivision twice so they want to hold off on all temporary binder paving until September in order to give Touchdown Drive more time to settle.

Staff spoke with the Developer and suggests that the Village could issue building and zoning permits on all lots except Lots 26 and Lots 52-67 prior to the temporary asphalt binder being installed. All other provisions of permit issuance must be met, including but not limited to, all utilities being installed (sanitary, water, storm, gas, electric, phone, cable, internet, etc.); all sub grade and gravel being approved except for Touchdown Drive south of Tony's Way; all terraces being graded, seeded, and mulched; and all silt fence at the ROW line being installed. The Subdivider would agree to install the temporary asphalt binder on all roads, including Touchdown Drive, and asphalt the trail around and connecting the pond within the subdivision by September 30, 2022.

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**Budget Impacts:**

None.

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**Recommended Action:**

Staff recommends the Village Board approve Addendum #1 to the Luniak Meadows Subdivision Development Agreement.

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**Attachments:**

- Plat
- Addendum #1



**ADDENDUM #1**

**SUBDIVISION DEVELOPMENT AGREEMENT  
LUNIAK MEADOWS**

THIS ADDENDUM #1 dated \_\_\_\_\_, 20\_\_ forms a part of the Luniak Meadows Subdivision Development Agreement, approved May 10, 2022, by and between DERCKS DEWITT LLC and the VILLAGE OF HARRISON.

WHEREAS, a portion of Touchdown Drive (generally south of Tony's Way) cannot meet Village specifications for roadway construction (sub grade and gravel and temporary asphalt binder) due to the depth of the utilities; and

WHEREAS, the remaining streets within the subdivision meet Village specifications for construction; and

WHEREAS, the Subdivider wishes to develop the lots adjacent to the streets that meet Village specifications; and

WHEREAS, the Development Agreement requires streets to have the temporary asphalt binder installed prior to permit issuance; and

WHEREAS, allowing more time for backfill in Touchdown Drive to settle prior to installing the temporary asphalt binder is in the best interest of the Subdivider and the Village; and

NOW THEREFORE, the Village Board agrees to Addendum #1 to adjust the terms of the Luniak Meadows Subdivision Development Agreement as follows:

1. The VILLAGE agrees to issue building and zoning permits on all lots except Lots 26 and Lots 52-67 prior to the temporary asphalt binder being installed. All other provisions of permit issuance must be met, including but not limited to, all utilities being installed (sanitary, water, storm, gas, electric, phone, cable, internet, etc.); all sub grade and gravel being approved except for Touchdown Drive south of Tony's Way; all terraces being graded, seeded, and mulched; and all silt fence at the ROW line being installed.
2. The SUBDIVIDER agrees to install the temporary asphalt binder on all roads, including Touchdown Drive, and asphalt the trail around and connecting the pond within the subdivision by September 30, 2022.

*The rest of this page left blank intentionally.*

**SUBDIVIDER**

IN WITNESS WHEREOF, the Subdivider has caused this ADDENDUM #1 to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**DERCKS DEWITT, LLC**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF CALUMET )

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

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

**VILLAGE OF HARRISON**

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

**VILLAGE OF HARRISON**

By: \_\_\_\_\_  
Allison Blackmer, Village President

Attest: \_\_\_\_\_  
Vicki Tessen, Village Clerk

---

**VILLAGE BOARD MEETING**

**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

---

**Title:**

Development Agreement – Atlas Drive

---

**Issue:**

Should the Village Board approve a development agreement for the construction of Atlas Drive?

---

**Background and Additional Information:**

As a part of the approval process when new roads are being constructed, the Village requires a Development Agreement in order to assure all the public improvements are installed. The agreement is the similar as the ones approved for previous subdivisions. The Development Agreement provides standards for utility and roadway construction in a temporary state and final state. This agreement differs from the typical subdivision road agreements in that rather than waiting 2 years for final pavement, the final curb and gutter and pavement will be installed after 1 year. The reason for this is that there are not any utility trenches in the roadway so the risk of settlement is minimal.

The Village Engineer reviewed the cost estimates for future road construction. Without knowing how inflation and markets will be next year when the project is completed, the best that can be done is to take the current estimates, which are based on contractor prices, and add the 20% as allowable. The financial guarantee amount will be \$212,479.00

Atlas Drive is the access road for the mini-warehouse development northeast of County Road N and Hwy 10. Atlas Drive will also service commercial property along County Road N. There is interest from other developments to locate in this area, but sanitary sewer and water must be extended to serve the area.

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**Budget Impacts:**

None

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**Recommended Action:**

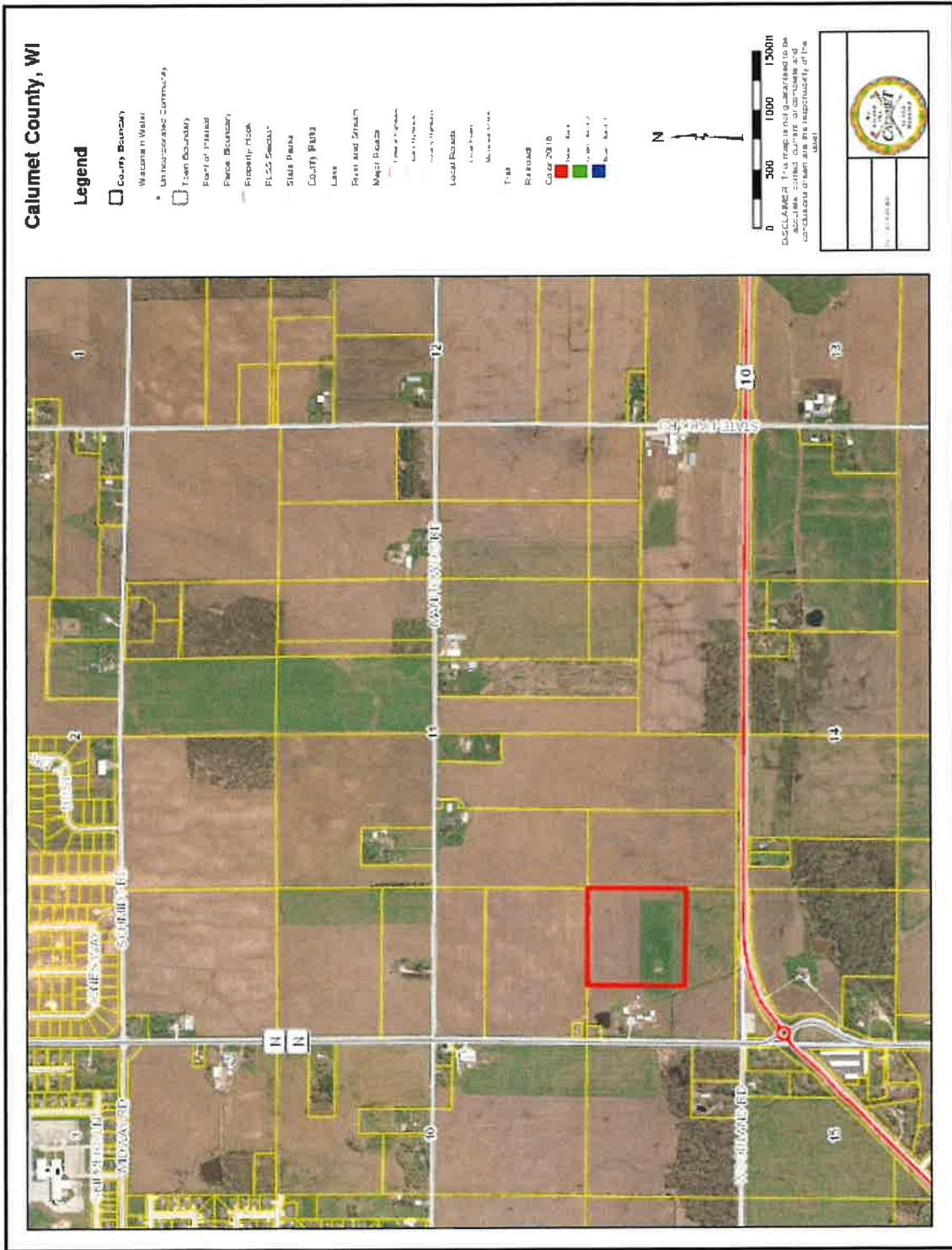
Staff recommends the Village Board approve the development agreement for Atlas Drive.

---

**Attachments:**

- Aerial Map
- CSM Map

# Aerial Map





# CSM Map

## Certified Survey Map No. \_\_\_\_\_

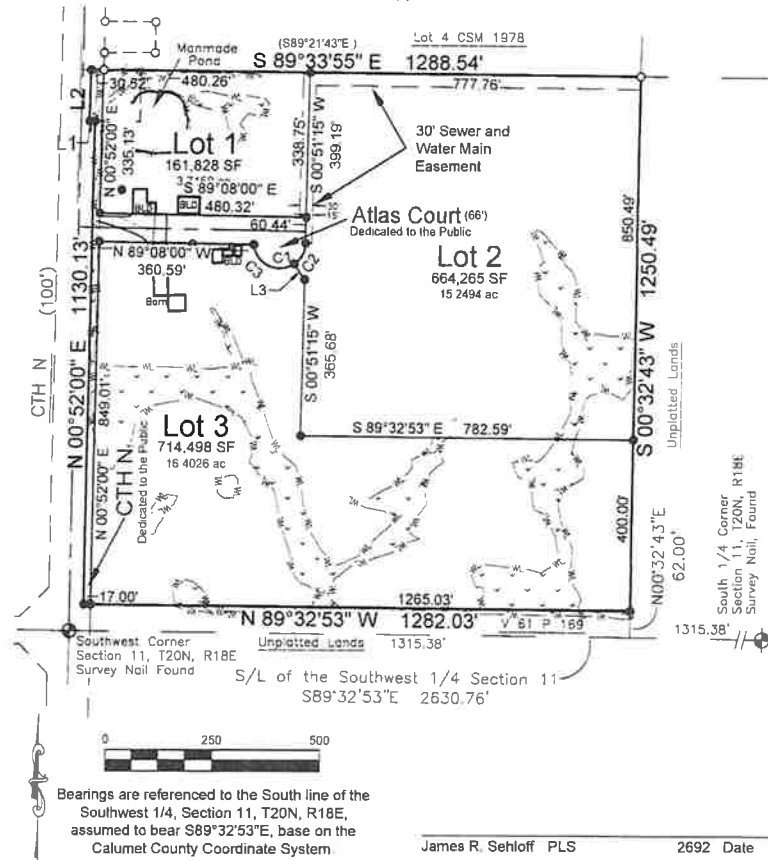
Part of the Southwest 1/4 of the Southwest 1/4 of  
Section 11, Township 20 North, Range 18 East,  
Village of Harrison, Calumet County, Wisconsin.

### Notes

- Existing Buildings will be removed within 1 year of recording of this map
- Wetland shown per a wetland delineation prepared by Travis Stuck, Assured Delineator
- Wetland setback will be per Village Code

### LEGEND

- 3" x 18" Steel Rebar @ 150lbs/LF SET
- Rebar Found
- ⊕ Government Corner
- ( ) Recorded As



Bearings are referenced to the South line of the Southwest 1/4, Section 11, T20N, R18E, assumed to bear S89°32'53"E, base on the Calumet County Coordinate System.

James R. Sehloff PLS 2692 Date

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
Civil Engineers and Land Surveyors  
1164 Province Terrace, Menasha, WI 54952  
Ph: 920-999-1866 Fax: 920-441-0834  
www.davel.com

Survey for  
Atlas Developments & Construction, LLC  
N8641 Winding Trail Drive  
MENASHA, WI 54952-9780

File: 6305CSM.dwg  
Date: 04/19/2021  
Drafted By: jim  
Sheet 1 of 3

4/19/2021 11:44 AM J:\Projects\6305sra\dwg\Civil 3D\6305CSM.dwg Printed by: jim

**DEVELOPMENT AGREEMENT  
ATLAS DRIVE**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between ATLAS DEVELOPMENTS AND CONSTRUCTION, 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 40.0-acres of land in the Village, said land being subdivided by Certified Survey Map No. 3923, and including a dedication for roadway purposes for a new road called "Atlas Drive"; and

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

NOW, THEREFORE, in consideration of the granting of approval of development access to Atlas Drive, the Subdivider does hereby agree to subdivide and develop said lands as follows:

**SECTION 1 – IMPROVEMENTS**

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

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

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

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

*All street construction, including but not limited to, 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 (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 one (1) 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 4-inch 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*

*sidewalks to be installed as part of a single project and shall not be installed on a per lot basis unless approved by the Public Works Department.*

*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 Director and the Village’s Engineer, require extension of time periods to assure the Village that the improvements will not suffer from premature degeneration as a result of said construction.

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

The schedule for construction shall be as follows:

<b>Timeframe</b>	
<b>Subdivision</b>	<b>Atlas Drive</b>
CSM Approval	April 2021
Storm Sewers	June 2022
Utilities (Gas, Electric, Phone, Cable, etc.)	Summer 2022
Grade & Gravel	Summer 2022
Terraces	Summer 2022
1½ ”Asphalt Binder	Summer 2022
Curb & Gutter	Summer 2023
Asphalt Pavement	Summer 2023
Sidewalks/Trails	
Final Terrace Restoration	Summer 2023

- 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 with such costs to be equally assessed to all lots within the subdivision.
- C. SIDEWALKS** None are proposed.
- D. TRAILS** None are proposed.
- E. SANITARY SEWER** None are proposed.

F. **WATER** None are proposed.

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

1. The Subdivider agrees to furnish, construct, install and provide adequate facilities for storm and surface water drainage throughout the entire Atlas Drive, all in accordance with the **FINAL** plat, plans, specifications and drawings approved by the Village.
2. The Subdivider agrees that all stormwater management facility construction, including but not limited to, retention/detention ponds, primary drainage swales, and associated piping systems shall be inspected and a Maintenance Agreement shall be executed.

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 temporary state. Silt fence to be installed in accordance with the Wisconsin Department of Natural Resources (WDNR) Technical Standards.
2. Maintain silt fence along the right-of-way line until all land disturbances have been stabilized in accordance with WDNR Technical Standards.
3. Maintain all other erosion control practices for stormwater management facilities, environmental protections, etc., in accordance with WDNR Technical Standards.

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

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

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

1. To preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying within public roadways, drainageways, building foundations sites, private driveways, solid absorption waste disposal areas, paths and trails by use of sound conservation practices.
1. To remove and lawfully dispose of all destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
2. 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 temporary state.

3. To provide a growth of grass and warranty for washouts or other destruction of the drainage plan structures.

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

1. To 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.

**L. PAYMENT IN LIEU OF PARKLAND**      None is proposed.

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

1. To furnish, construct, install and provide street lights at the intersections of Atlas Drive/County Road N. 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. Compliance with Ordinances and Statutes. The Subdivider hereby agrees to comply with the requirements and provisions of all Village ordinances and state statutes.
- C. Record Drawings. The Subdivider agrees to provide the Village with grade sheets and record drawings of the sanitary sewer, water main, storm sewer improvements, and streets showing location of all the appurtenances and features of the systems as required by the standard specifications.
- D. 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 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 \$ 212,479.00 .

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.
- 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 & ZONING PERMITS**

- A. The Village will not issue occupancy permits to any person in the said development until all improvements required herein have been dedicated to and accepted by the Village.
- B. Building permits and zoning permits may be issued by the Village during construction of improvements under this Agreement but occupancy will not be granted until all outstanding inspection and plan review fees or charges being paid and dedication acceptance and verification by the Village that the provisions of this Agreement have been complied with.

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

**SECTION V – AMENDMENTS**

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

*The rest of this page left blank intentionally.*

**SUBDIVIDER**

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

**ATLAS DEVELOPMENTS AND CONSTRUCTION, LLC**

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
  ) SS  
COUNTY OF CALUMET )

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

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

**VILLAGE OF HARRISON**

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

**VILLAGE OF HARRISON**

By: \_\_\_\_\_  
Allison Blackmer, Village President

Attest: \_\_\_\_\_  
Vicki Tessen, Village Clerk



EXHIBIT A

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

UNOFFICIAL COPY

**Certified Survey Map No. 3923**  
 Part of the Southwest 1/4 of the Southwest 1/4 of  
 Section 11 Township 20 North Range 18 East,  
 Village of Harrison, Calumet County Wisconsin.

**DOCUMENT # 561071**

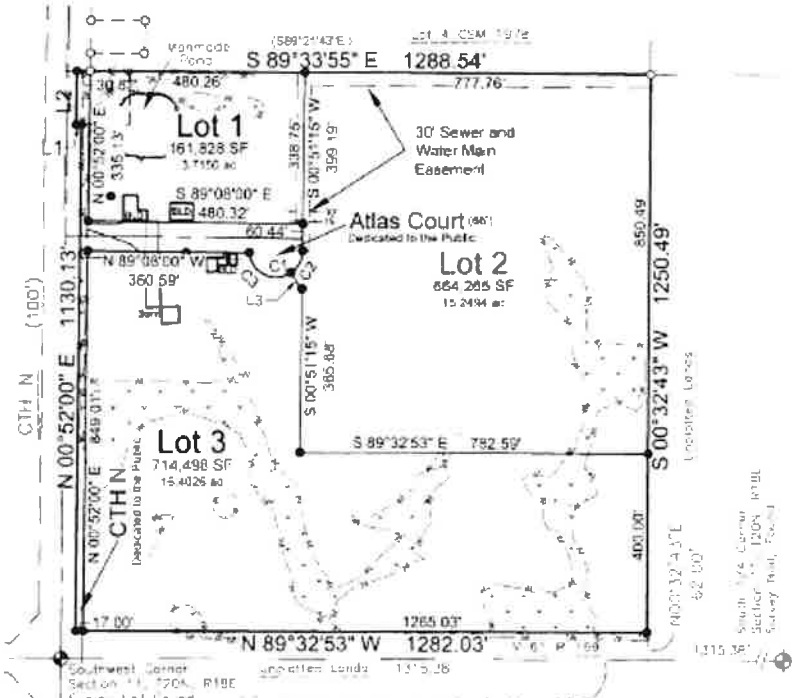
**TAMARA ALTEN**  
**REGISTER OF DEEDS**  
**CALUMET COUNTY, WI**  
 06/02/2021 08:56 AM  
 VOL: 35 PAGE: 334

**Notes**

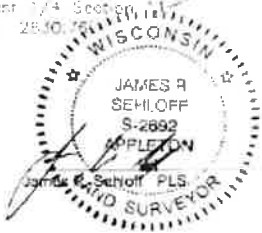
- Existing Buildings will be removed within 1 year of recording of this map.
- Wetland shown per a wetland delineator prepared by Travis Stuck, Assured Delineator.
- Wetland setback will be per Village Code.

**LEGEND**

- 1/2" x 1/8" Steel Rebar
- ⊗ 1 500psi, F SFT
- Rebar Found
- ⊕ Government Corner
- ⊖ Recovered 4s



Bearings are referenced to the South line of the Southwest 1/4, Section 11, T20N R18E assumed to bear S89°32'53"E base on the Calumet County Coordinate System



27 APR 2021  
 2682 Date

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors  
 1154 Riverside Terrace, Menasha, WI 54952  
 Ph: 920.991.1888 Fax: 920.441.0854  
 www.davel.com

Survey for  
 Atlas Developments & Construction, LLC  
 N8541 Winding Trail Drive  
 MENASHA, WI 54962-9780

File: 6305C S4.dwg  
 Date: 3/4/21 10:21  
 Drafted By: jrm  
 Sheet: 1 of 3

VIRIDIAM  
Stock No. 26273

Certified Survey Map No. 3923

Part of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 20 North, Range 18 East,  
Village of Harrison, Calumet County, Wisconsin.

Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Harrison, and under the direction of Atlas Developments & Construction, LLC, the property owners of said land, I have surveyed, divided and mapped this Certified Survey Map, that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is located in part Part of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin containing 1,800,127 Square Feet (36.7339 Acres) of land described as follows:

Commencing at the Southwest corner of Section 11, thence along the South line of the Southwest 1/4 of said Section 11, S89°32'53"E, 1315.38 feet, thence N00°32'43"E, 82.00 to the point of beginning, thence N89°32'53"W, 1282.03 feet, thence N00°52'00"E, 1130.13 feet, thence N89°33'55"W, 13.04 feet, thence N00°38'14"E, 20.00 feet to the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 11, thence along said North line, S89°33'55"E, 1288.54 feet to the East line of said Southwest 1/4 of the Southwest 1/4; thence along said East line, S00°32'43"W, 1250.49 feet to the point of beginning, subject to all easements and restrictions of record.

Given under my hand this 27th day of April, 2021  
James R. Sehloff, Wisconsin Professional Land Surveyor No. 5-2692



Owner's Certificate

Atlas Developments & Construction, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, divided, mapped and dedicated all as shown and represented on this map.

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

Village of Harrison

In the presence of Atlas Developments & Construction LLC

[Signature]  
Managing Member, Date 4/27/21

JEFF ROOPMEYER  
Print Name

State of Wisconsin, 1 (City)  
Calumet (County)



Personally came before me on the 27th day of April, 2021, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]  
Notary Public, Wisconsin, My Commission Expires 12/21/2024

File: 3005CSM.dwg  
Date: 04/01/2021  
Drafted By: jim  
Sheet: 2 of 3

**VIRIDIAM**  
Stock No. 26273

**Certified Survey Map No. 3923**

Part of the Southwest 1/4 of the Southwest 1/4 of Section 11, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

Village Board Approval Certificate

Resolved, that this certified survey map in the Village of Harrison, Calumet County, Atlas Developments & Construction, LLC, the property owner, is hereby approved by the Village Board of the Village of Harrison.

*Kevin M. Hieser* 04-27-2021  
Chairman Date

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

*Kicki L. Tassen* 04-27-2021  
Clerk Date

Treasurers' Certificate

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

*Kicki L. Tassen* 04-27-2021  
Village Treasurer Date  
*Michael Schlaack, Inc.* 6-2-2021  
County Treasurer Date

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

The property owners of record: Recording Information Parcel Number(s)  
Atlas Developments & Construction, LLC Doc 560967 39160 & 39162

CURVE TABLE							
Curve	Radius	Chord Direction	Chord Length	Arc Length	Central Angle	Tangent Bearing-in	Tangent Bearing-out
C1	50.00'	N 64° 54' W	103.75'	129.33'	119° 41' 07"	S 55° 52' 39" W	N 04° 26' 14" W
C2	50.00'	S 28° 21' 57" W	55.43'	67.62'	55° 01' 24"	S 05° 51' 15" W	S 55° 52' 10" W
C3	50.00'	N 64° 54' W	103.75'	129.33'	119° 41' 07"	S 55° 52' 39" W	N 04° 26' 14" W

LINE TABLE		
Line	Bearing	Length
L1	N 86° 33' 56" W	13.04'
L2	N 00° 38' 14" E	120.00'
L3	S 34° 07' 21" E	64.23'



File: 6305CSM.dwg  
Date: 04/01/2021  
Drafted By: jrm  
Sheet 3 of 3

EXHIBIT B

*Engineer's Cost Estimate for Improvements.*

**ENGINEERS ESTIMATE**  
ATLAS COURT - VILLAGE OF HARRISON

Item	Description	Units	Quantity	Unit Price	Mated Price
<b>Storm Sewer Infrastructure</b>					
1	24" CMP Culvert	l.f.	68	\$80.00	\$5,440.00
<b>Site Grading &amp; Erosion Controls</b>					
1	Tracking Pad	each	1	\$900.00	\$900.00
2	Silt Fence	l.f.	972	\$2.00	\$1,944.00
3	Ditch Checks	each	1	\$78.00	\$78.00
4	Inlet Protection	each	0	\$95.00	\$0.00
5	Top Soil Stripping	s.y.	4870	\$0.76	\$3,701.12
6	Unclassified Excavation	c.y.	43	\$10.90	\$468.70
7	Unclassified Fill	c.y.	3835	\$12.00	\$46,020.00
8	Fine Grading	s.y.	4307	\$0.60	\$2,584.33
9	Swale Construction	l.f.	144	\$6.40	\$921.60
10	Light Riprap	ton	49	\$30.00	\$1,473.72
11	Import & Place CABG (12" depth)	ton	1908	\$12.60	\$24,041.99
12	Seed & Mulch Disturbed Areas	s.y.	2852	\$1.40	\$3,992.96
<b>Pavement Construction</b>					
1	30" Standard Curb & Gutter	l.f.	1079	\$13.50	\$14,566.50
2	2.25" Binder Course Asphalt Paving	ton	304	\$140.00	\$42,559.71
3	1.75" Finish Course Asphalt Paving	ton	236	\$120.00	\$28,373.14
<b>Total</b>					<b>\$177,065.76</b>

120% = \$212,479.00

*EXHIBIT C*

*Financial Guarantee.*

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**VILLAGE BOARD MEETING**

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

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

Change Order to Midway Road Trail Program extension

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**Issue:**

Should the Village approve a Change Order to the Midway Road Trail project in order to complete the project?

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**Background and Additional Information:**

On June 14<sup>th</sup>, the Village Board approved an expansion to the Midway Road Trail project by extending the storm sewer and curb and gutter along the north side of Midway Road to Noe Road and repave up to Noe Road. The contractor informed staff that the additional work to Noe Road is a net borrow, meaning the contractor needs to haul material in to fill in the north ditch. The original base bid project was close to a balance of cut and fill with the Krissy Drive reconstruction. The contractor needs approximately 1,537 CY of fill @ \$16.75/C.Y. (\$25,744.75).

The contractor has included the borrow material on the change order for the expansion to the project. Also included on the change order is additions to a concrete cross culverts. The \$25,744.75 is greater than the contingency for the portion of expanded/additional work which had a contingency of \$17,300. However, the entire project contingency (base project and expansion/additional) was approximately \$68,500 and both the \$25,744.75 and \$3,850.00 are within the overall project contingency.

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**Budget Impacts:**

None. All change order items are currently within project estimates and contingencies.

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**Recommended Action:**

Staff recommends the Village Board authorize staff to sign the Change Order formally adding the additional urbanization of Midway Road as previously approved, adding the additional borrow material needed for Midway Road trail project, and adding the concrete collars for a total Change Order amount of \$214,925.15.

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**Attachments:**

- Change Order

# McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025  
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200  
FAX: 920.751.4284

## CHANGE ORDER

MICHELS ROAD & STONE, INC.  
817 Main Street  
Brownsville, WI 53006

Contract No. H0006-09-22-00258  
Project File No. H0006-09-22-00258  
Change Order No. One (1)  
Issue Date: June 30, 2022  
Project: Midway Road Recreation Trail Const.  
Village of Harrison

**You Are Directed To Make The Changes Noted Below In The Subject Contract:**

	(Item Description)	(Price)
1.1	ADD Reset, Retie and Pour Concrete Collar @ 2 existing RCP cross-culverts (Sta 24+75) 1 Lump Sum @ \$3,850.00/L.S.	+\$3,850.00
1.2	ADD Urbanizing Midway Road from Station 5+15 to 12+15, per the attached plan sheets 03A, 03R, 09R and 13R, at the unit bid prices per the attached estimated quantities.	+\$185,330.40
1.3	ADD Borrow from Sta 5+15-12+15, 1,537 Cu Yds @ \$16.75/C.Y.	+\$25,744.75
	<b>TOTAL</b>	<b>+\$214,925.15</b>


**The Changes Result In The Following Adjustments:**

	CONTRACT PRICE	COMPLETION DATES
Prior To This Change Order	\$565,100.50	August 26, 2022 – Substantial September 16, 2022 – Final
Adjustments Per This Change Order	+\$214,925.15	--
Current Contract Status	<b>\$780,025.65</b>	September 16, 2022 – Substantial September 30, 2022 - Final

Recommended:  
**McMAHON ASSOCIATES, INC.**  
Neenah, Wisconsin

Accepted:  
**MICHELS ROAD & STONE, INC.**  
Brownsville, Wisconsin

Authorized:  
**VILLAGE OF HARRISON**  
Wisconsin

By:   
Date: 07/06/2022

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

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

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order  
**Execute And Return To ENGINEER For Distribution**



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**VILLAGE BOARD MEETING**

**From:**

Matt Heiser, Village Manager

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**VILLAGE OF HARRISON**

**Meeting Date:**

July 12, 2022

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**Title:**

ATV Ordinance

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**Issue:**

Should staff propose an ATV ordinance for the Village?

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**Background and Additional Information:**

Staff has heard input that some Board members and residents would like to allow ATV use in the rural areas of the Village.

Currently the Municipal code of the Village references state law which does not allow these vehicles on public streets.

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**Budget Impacts:**

None.

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**Recommended Action:**

Staff would prefer direction from the Board in its entirety before composing an ordinance.

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**Attachments:**

- Sample ordinance from the Town of Freemont, WI. This was obtained by Trustee Brantmeier.

STATE OF WISCONSIN  
Town of Fremont  
Waupaca County

**CHAPTER 18**  
**ALL-TERRAIN AND UTILITY TERRAIN VEHICLES**

**18.01 TITLE AND PURPOSE**

The title of this ordinance is the Town of Fremont All-Terrain Vehicle and Utility Terrain Vehicle Route Ordinance. The purpose of this ordinance is to establish all-terrain vehicle and utility terrain vehicle routes in the town and to regulate the operation of all-terrain vehicles and utility terrain vehicles in the town.

**18.02 AUTHORITY**

The Town Board of the Town of Fremont, Waupaca County, Wisconsin, has the specific authority to adopt this All-Terrain Vehicle and Utility Terrain Vehicle Ordinance under s. 23.33 (8)(b) and (11), Wis. stats.

**18.03 ADOPTION OF ORDINANCE**

This ordinance adopted on proper notice with a quorum and roll call vote by a majority of the town board present and voting, provides the authority for the town to designate all-terrain vehicle and utility terrain vehicle routes in the town and to regulate the use of those routes and all-terrain vehicles and utility terrain vehicles in the town, designates all-terrain vehicle and utility terrain vehicle routes in the town and provides for the regulation of the use of those routes and of all-terrain vehicles and utility terrain vehicles in the town.

**18.04 OPERATION OF ALL-TERRAIN VEHICLES AND UTILITY TERRAIN VEHICLES**

Pursuant to s. 23.33 (4) (d) 4., Wis. stats., except as otherwise provided in s. 23.33 (4), Wis. stats., no person may operate an all-terrain vehicle and utility terrain vehicle on the roadway portion of any highway in the town except on roadways that are designated as all-terrain vehicle and utility terrain vehicle routes by this ordinance. Operation of all-terrain vehicles and utility terrain vehicles on a roadway in the town that is an all-terrain vehicle and utility terrain vehicle route is authorized only for the extreme right side of the roadway except that left turns may be made from any part of the roadway that is safe given prevailing conditions.

**18.05 DESIGNATION AND AUTHORIZATION OF ALL-TERRAIN VEHICLE AND UTILITY TERRAIN VEHICLE ROUTES**

- (1) Except as otherwise provided in this ordinance, all highways are designated all-terrain vehicle and utility terrain vehicle routes in the town.
- (2) The use of all-terrain vehicles and utility terrain vehicles is authorized on county and state highways in the town that are not part of the national system of interstate and defense highways and that have a speed limit of 35 miles per hour or less.

#### **18.06 CONDITIONS APPLICABLE TO ALL-TERRAIN VEHICLE AND UTILITY TERRAIN VEHICLE ROUTES**

Pursuant to s. 23.33 (8) (d), Wis. stats., the following restrictions are placed on the use of the town all-terrain vehicle and utility terrain vehicle routes designated by this resolution:

- (1) Routes shall be marked with uniform all-terrain vehicle and utility terrain vehicle route signs in accordance with s. 23.33 (8) (e), Wis. stats., and s. NR 64.12 (7), Wisconsin Administrative Code. No person may do any of the following in regard to signs marking town all-terrain vehicle and utility terrain vehicle routes:
  - (a) Intentionally remove, damage, deface, move, or obstruct any uniform all-terrain vehicle and utility terrain vehicle route or trail sign or standard or intentionally interfere with the effective operation of any uniform all-terrain vehicle and utility terrain vehicle route or trail sign or standards if the sign or standard is legally placed by the state, any municipality, or any authorized individual.
  - (b) Possess any uniform all-terrain vehicle and utility terrain vehicle route or trail sign or standard of the type established by the department for the warning, instruction, or information of the public, unless he or she obtained the uniform all-terrain vehicle and utility terrain vehicle route or trail sign or standard in a lawful manner. Possession of a uniform all-terrain vehicle and utility terrain vehicle route or trail sign or standard creates a rebuttable presumption of illegal possession.
- (2) Operation shall be subject to all provisions of s. 23.33, Wis. Stats., which is adopted as a part of this ordinance by reference, pursuant to s. 23.33 (11), Wis. Stats.
- (3) A copy of this ordinance shall be sent by the town clerk to the Department of Natural Resources, the Waupaca County Sheriff's Department and any other law enforcement agency serving the Town of Fremont's jurisdiction.
- (4) The following additional restrictions shall apply to the use of all-terrain vehicle and utility terrain vehicles:
  - (a) All all-terrain vehicle and utility terrain vehicle operators shall observe posted roadway speed limits.

- (b) All all-terrain vehicle and utility terrain vehicle operators shall ride single file.
- (c) All all-terrain vehicle and utility terrain vehicle operators shall slow the vehicle to 10 miles per hour or less when operating within 150 feet of a dwelling.
- (d) Headlights and taillights must be turned on at all times as required by state law.
- (e) Youth under 16 are required to have safety certificates as required by state law.
- (f) All persons under 18 operating and/or riding on an ATV must wear a helmet as required by state law.

#### **18.07 ENFORCEMENT**

This ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the state of Wisconsin.

#### **18.08 PENALTIES**

The penalties under s. 23.33 (13), Wis. stats., are adopted by reference.

#### **18.09 SEVERABILITY**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

#### **18.10 EFFECTIVE DATE**

This ordinance is effective on publication or posting.

The town clerk shall properly publish this ordinance as required under s. 60.80, Wis. stats.

Adopted this 17<sup>th</sup> day of August, 2021.

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Steven Stuebs, Town Board Chair

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Nikole Gaigg, Town Clerk - Treasurer

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

Matt Heiser, Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

Computer for Village Clerk/Treasurer

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**Issue:**

Should ARPA funds be used to purchase a new computer?

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**Background and Additional Information:**

The Village Clerk/Treasurer has been experiencing issues with her desktop computer. Specifically, the performance is slow and the network connection jack failed. The IT support firm used by the Village, Corporate Network Solutions, has provided some work-arounds but is recommending a new computer.

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**Budget Impacts:**

Potentially none. The Village could use ARPA funds to purchase this unit. If the will of the Board is to refrain from using ARPA funds for this purchase staff would charge it to a general fund account even though this specific expenditure was not anticipated in the budget.

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**Recommended Action:**

To purchase the unit using ARPA funds

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**Attachments:**

- A quote for the new computer from CNS. This purchase is under \$5,000 so staff is permitted to provide only one quote.



Corporate Network Solutions, Inc.  
 1624 East Wisconsin Ave.  
 Appleton, WI 54911  
 Phone: (920)-832-8406  
 Fax: (920)-832-8485

**QUOTE**

Quote # AAAQ30674  
 Date 04/19/22  
 Sales Rep. Todd J. Schroeder

Quote To:  
 Village of Harrison  
 Matt Heiser  
 W5298 Hwy 114  
 Menasha, WI 54952

Ship To:  
 Corporate Network Solutions, Inc.  
 Todd J. Schroeder  
 1624 E Wisconsin Ave  
 Appleton, WI 54911

Qty	Description	Unit Price	Ext. Price
1	Lenovo ThinkCentre M75s Gen 2 Desktop Computer - AMD Ryzen 7 PRO 5750G Octa-core (8 Core) 3.80 GHz - 16 GB RAM DDR4 SDRAM - 512 GB M.2 PCI Express NVMe SSD - Small Form Factor - Raven Black - Windows 10 Pro 64-bit - DVD-Writer - English (US) Keyboard - 260 Watt Power Supply - 3 Year Warranty	\$1,095.00	\$1,095.00
1		\$0.00	\$0.00
1	Lenovo ThinkCentre M70s Desktop Computer - Intel Core i5 10th Gen i5-10400 Hexa-core (6 Core) 2.90 GHz - 16 GB RAM DDR4 SDRAM - 256 GB SSD - Small Form Factor - Black - Windows 10 Pro 64-bit - Intel UHD Graphics 630 - DVD-Writer - English Keyboard - 260 Watt Power Supply - 3 Year Warranty	\$950.00	\$950.00
		SubTotal	\$2,045.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		<b>Total</b>	<b>\$2,045.00</b>

ALL orders require 50% payment at time of order and the REMAINDER DUE upon product receipt.

\*\*\*\*\* NO LABOR (PC SETUPS, CONVERSIONS, ETC) IS INCLUDED, UNLESS OTHERWISE SPECIFIED AND DOCUMENTED \*\*\*\*\*

Prices Subject to CHANGE. Prices based upon total purchase - all delivery, training or consulting services to be billed at PUBLISHED rates for each activity involved. All hardware computer components proposed above are covered by a LIMITED Manufacturer's WARRANTY - Covering parts and labor on a depot basis. We specifically disclaim ANY and ALL warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We SHALL NOT BE LIABLE for any loss of profits, business, goodwill, data, interruption of business, or for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. MINIMUM 30% restocking fee for unopened material with original packaging.

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**VILLAGE BOARD MEETING**

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**VILLAGE OF HARRISON**

**From:**

Mark J. Mommaerts, AICP, Assistant Village Manager

**Meeting Date:**

July 12, 2022

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**Title:**

Property Purchase

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**Issue:**

Should the Village Board purchase property on County N/Manitowoc Road?

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**Background and Additional Information:**

The Village has the opportunity to purchase 13.27-acres of land at the northeast corner of County Road N and Manitowoc Road (Parcel 39142). The property is adjacent to 26.4-acres of land the Village currently owns (Parcel 39144). The additional land will give the Village approximately 40-acres of development property on a highly traveled roadway with easy access to Hwy 10, Hwy 114, and County KK and ultimately Hwy 441. Ownership of the land will give the Village options in the future, such as marketing the property to commercial businesses/developers, possible Village usage, or investment purposes. Staff finds that the best way to control the type of development is to own the land.

The property currently has a house and associated outbuildings. The current owner has a contract to demo the house, but the outbuildings will remain. The proposed closing date is on or before December 9<sup>th</sup>.

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**Budget Impacts:**

The purchase price is \$585,000, which includes the current contract for demolition of existing home.

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**Recommended Action:**

Staff recommends the Village Board authorize the Village President and staff to prepare and execute all necessary documents to complete the property purchase of Parcel 39142 at a purchase price of \$585,000.

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**Attachments:**

- Aerial Map

# Aerial Map

